



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**BOARD OF DIRECTORS  
MEETING  
June 16, 2021**

**THIS MEETING WILL BE CONDUCTED UNDER PROCEDURES AUTHORIZED BY  
EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM**

- **THE PUBLIC MAY OBSERVE THIS MEETING THROUGH THE WEBCAST BY  
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**(408) 638-0968 or (669) 900-6833**

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# BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY  
JUNE 16, 2021  
9:30 A.M.

Chairperson, Cindy Chavez

1. **CALL TO ORDER - ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PUBLIC MEETING PROCEDURE**

*The Board Chair shall call the meeting to order and the Clerk of the Boards shall take roll of the Board members.*

*This meeting will be webcast. To see the webcast, please visit [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas) at the time of the meeting. Closed captioning may contain errors and omissions and are not certified for their content or form.*

***Public Comment on Agenda Items** The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on matters on the agenda for the meeting, will have three minutes each to address the Board. No speaker who has already spoken on that item will be entitled to speak to that item again.*

**CLOSED SESSION**

2. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6(a))**

***Agency Negotiators:** Jack P. Broadbent, Executive Officer/APCO  
John Chiladakis, Acting Chief Administrative Officer  
Terri Levels, People and Engagement Officer*

***Employee Organizations:** Bay Area Air Quality Management District Employees' Association, Management, and Confidential Employee Groups*

**OPEN SESSION**

**CONSENT CALENDAR (ITEMS 3-24)**

**Staff/Phone (415) 749-**

3. Minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021, Special Meeting of May 5, 2021, and Meeting of June 2, 2021 **Clerk of the Boards/5073**

*The Board of Directors will consider approving the draft minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021, Special Meeting of May 5, 2021, and Meeting of June 2, 2021.*

4. Board Communications Received from May 5, 2021, through June 15, 2021  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*A copy of communications directed to the Board of Directors received by the Air District from May 5, 2021, through June 15, 2021, if any, will be distributed to the Board Members by way of email.*

5. Air District Personnel on Out-of-State Business Travel  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*In accordance with Section (b) of the Air District Administrative Code, Fiscal Policies and Procedures Section, the Board is hereby notified that the attached memorandum lists Air District personnel who have traveled on out-of-state business in the preceding months.*

6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of April 2021  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*In accordance with Resolution No. 2012-08, the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the month of April 2021.*

7. Quarterly Report of the Executive Office and Division Activities for the Months of January 2021- March 2021  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*A summary of Board of Directors, Hearing Board, and Advisory Council meeting activities for the first quarter is provided for information only. Also included is a summary of the Executive Office and Division Activities for the months of January 2021 – March 2021.*

8. Quarterly Report of California Air Resources Board Representative – Honorable Davina Hurt  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

9. Authorization to Amend Contract with Sharon Beals  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Sharon Beals in an amount not to exceed \$125,000.*

10. Notice of Proposed Amendments to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider proposed amendments to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees, Parts 6.7 – The Mobile Source and Climate Impacts Committee and 6.8 – The Community Equity, Health, and Justice Committee.*

11. Participation in Community Air Protection Program Fiscal Year Ending (FYE) 2021  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider executing a resolution to approve the Air District's acceptance of the Fiscal Year Ending (FYE) 2021, Community Air Protection Program funds and authorize the Executive Officer/APCO to execute all necessary agreements with the California Air Resources Board (CARB) to implement the program.*

12. Authorization to Amend Contract with Enforce, LLC  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Enforce, LLC to provide technical support to the Air District's payroll system in an amount not to exceed \$84,000. Increasing the total contract amount to \$180,000.*

13. Authorization to Amend Contract with Moore Iacofano Goltsman, Inc. **J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board will consider authorizing the Executive Officer/APCO to amend the contract terms with Moore Iacofano Goltsman, Inc., to December 31, 2022, in an amount not to exceed \$759,080, to provide direct resources to individuals and community groups, such as stipends and mini-grants, Steering Committee meeting administrative support to meet Brown Act Requirements and support with developing the Social Pinpoint Tool for the Assembly Bill (AB) 617 Richmond-North Richmond-San Pablo Area Path to Clean Air Community Emissions Reduction Plan.*

14. Authorization for Procurement for Replacement of Computer Workstations  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to enter a purchase agreement with CDW-G in an amount not to exceed \$500,000 for the replacement of IT workstations.*

15. Authorization for Funding to the Partnership Agreement with the Metropolitan Transportation Commission (MTC) for Additional Training and Database Development  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to supplement the Partnership Agreement with the Metropolitan Transportation Commission (MTC) with additional funding not to exceed \$250,000.*

16. Consider Approving Proposed Contract Terms Resulting from Labor Negotiations and Associated Terms for Management and Confidential Employees

- A. Consider Approving the Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association and to Approve Changes to the Salaries and Benefits of the Management and Confidential Units

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board Directors will consider approving the the proposed Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District (District) and the Bay Area Air Quality Management District Employees' Association (EA) and to approve changes to the salaries and benefits of the management and confidential units.*

- B. Consider Pay Equity Adjustments for Select Job Classifications

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider pay equity adjustments that increase salary ranges for Air Quality Chemist, Accountant, and Public Information Officer job classification series as detailed in Attachment A Salary Schedule.*

- C. Consider Consolidating the Air Quality Inspector and Air Quality Instrument Specialist Job Classification Series into the Air Quality Specialist Job Classification Series

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider consolidating the Air Quality Inspector and Air Quality Instrument Specialist Job Classification Series into the Air Quality Specialist Job Classification Series.*

17. Authorization to Amend Contract with Aclima

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Aclima with a no-cost extension to allow spending of previously authorized funds until June 30, 2024.*

18. Community Equity, Health and Justice Committee Meeting

**CO-CHAIRS: D. Hurt and T. Jue**

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

18.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 6, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

- 18.2 Report of the Community Equity, Health and Justice Committee Meeting of May 6, 2021

*The Committee recommends Board of Directors' approval of the following:*

**ACTION REQUESTED: Consideration of AB 617 Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Steering Committee Proposed Stipend for Co-Chairs**

*The Committee recommends the Board of Directors approve stipend amounts for Co-Chairs be set to \$100 per Community Emissions Reduction Plan Steering Committee meeting attended, and an additional \$300 per month.*

19. Stationary Source and Climate Impacts Committee Meeting

CO-CHAIRS: J. Bauters and K. Mitchoff

J. Broadbent/5052

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

- 19.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 17, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

- 19.2 Report of the Stationary Source and Climate Impacts Committee Meeting of May 17, 2021

20. Administration Committee Meeting

CO-CHAIRS: C. Chavez and C. Groom

J. Broadbent/5052

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

- 20.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 19, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

- 20.2 Report of the Administration Committee Meeting of May 19, 2021

*The Committee recommends Board of Directors' approval of the following:*

**A) ACTION REQUESTED: Community Benefit Fund**

*The Committee recommends the Board of Directors approve a modification to the Proposed Fiscal Year ending (FYE) 2022 budget Reserves Designations to increase the Community Benefit designation from \$1M to \$3M, reducing the Pandemic Contingency designation from \$10M to \$8M, and require that Air District staff give regular updates on the Community Benefit Fund to the Committee.*

**B) ACTION REQUESTED: Cost Recovery**

*The Committee recommends the Board of Directors approve a target for a 100% cost recovery policy.*

C) **ACTION REQUESTED: Review Workplan to Initiate Management Audit**

*The Committee recommends the Board of Directors approve the proposed Workplan to initiate a management audit and the scope of work to procure services for a management audit, acknowledging the following priorities: evaluate the Air District's current hiring process, analyze Air District divisions that are asking for the greatest numbers of new staffing positions, include a risk assessment within the audit. The selection team of the auditor will include Board Members Carole Groom and Margaret Abe-Koga, as well as one community member appointed by the Community Equity, Health, and Justice Committee, and another appointed by the Stationary Source and Impacts Committee.*

21. Legislative Committee Meeting

CO-CHAIRS: M. Abe-Koga and P. Cutter

J. Broadbent/5052

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

21.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 19, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

21.2 Report of the Legislative Committee Meeting of May 19, 2021

*The Committee recommends Board of Directors approval of the following:*

**ACTION REQUESTED: State Legislative Update and Consideration of New Bills**

*The Committee recommends the Board of Directors adopts the position of SUPPORT on Senate Bill 771 (Becker).*

22. Mobile Source and Climate Impacts Committee Meeting

CO-CHAIRS: D. Canepa and K. Rice

J. Broadbent/5052

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

22.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 27, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

22.2 Report of the Mobile Source and Climate Impacts Committee Meeting of May 27, 2021

*The Committee recommends Board of Directors approval of the following:*

A) **ACTION REQUESTED: Projects and Contracts with Proposed Grant Awards Over \$100,000**

- 1) *The Committee recommends the Board of Directors approve recommended projects with proposed grant awards over \$100,000 as shown in Attachment 1; and;*

2) *Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.*

**B) ACTION REQUESTED: Updates to the Transportation Fund for Clean Air (TFCA) Regional Fund Policies and Evaluation Criteria for Fiscal Year Ending (FYE) 2022**

1) *The Committee recommends the Board of Directors approve the proposed updates to TFCA Regional Fund Policies and Evaluation Criteria for FYE 2022.*

23. Technology Implementation Office Committee Meeting

**CHAIR: C. Chavez**

**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

23.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of May 28, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

23.2 Report of the Technology Implementation Office Committee Meeting of May 28, 2021

24. Community Equity, Health and Justice Committee Meeting

**CO-CHAIRS: D. Hurt and T. Jue**

**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

24.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of June 3, 2021

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

24.2 Report of the Community Equity, Health and Justice Committee Meeting of June 3, 2021

**END OF CONSENT CALENDAR**

**PUBLIC HEARINGS**

25. Public Hearing to Consider Adoption of Proposed Amendments to Air District Regulation 3: Fees and Approval of the Filing of a Notice of Exemption from the California Environmental Quality Act

**F. Tanaka/5065**  
[ftanaka@baaqmd.gov](mailto:ftanaka@baaqmd.gov)

*The Board of Directors will consider adoption of proposed amendments to Air District Regulation 3: Fees that would become effective on July 1, 2021, and approval of a Notice of Exemption from the California Environmental Quality Act. The proposed fee amendments are designed to recover the costs of regulatory program activities in accordance with the Air District's Cost Recovery Policy.*



26. Public Hearing to Consider Adoption of the Air District's Proposed Budget for Fiscal Year Ending (FYE) 2022

**J. McKay/4629**

[jmckay@baaqmd.gov](mailto:jmckay@baaqmd.gov)

*The Board of Directors will hold a final Public Hearing and will consider the adoption of a resolution to approve the Proposed Budget for Fiscal Year Ending (FYE) 2022 and various budget related actions.*

### **END OF PUBLIC HEARINGS**

### **PRESENTATION**

27. **ACTION REQUESTED:** Wildfire Season Preview

**R. Chiang/8621**

[rchiang@baaqmd.gov](mailto:rchiang@baaqmd.gov)

*The Board will receive a preview of the 2021 wildfire season and learn about Air District functions and resources available during wildfire events and recommend authorizing the Executive Officer/APCO to enter into contracts with Home filter manufacturers Helen of Troy and Winix, Inc. in an amount not to exceed \$250,000 in total to purchase home air filters for the Home Air Filtration Program; and to expand a current agreement (see Attachment 1) with the Public Health Institute's (PHI) - Regional Asthma Management and Prevention program (RAMP) to distribute these filters.*

### **END OF PRESENTATION**

### **PUBLIC COMMENT ON NON-AGENDA MATTERS**

28. **Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

*Members of the public who wish to speak on matters not on the agenda for the meeting, will have three minutes each to address the Board.*

### **BOARD MEMBERS' COMMENTS**

29. *Any member of the Board, or its staff, on his or her own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on his or her own activities, provide a reference to staff regarding factual information, request staff to report back at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov't Code § 54954.2)*

## **OTHER BUSINESS**

30. Report of the Executive Officer/APCO

31. Chairperson's Report

32. Time and Place of Next Meeting:

*Wednesday, July 7, 2021 at 9:30 a.m., via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom.*

33. Adjournment

*The Board meeting shall be adjourned by the Board Chair.*

**CONTACT:**

**MANAGER, EXECUTIVE OPERATIONS**  
**375 BEALE STREET, SAN FRANCISCO, CA 94105**  
[yjohnson@baaqmd.gov](mailto:yjohnson@baaqmd.gov)

**(415) 749-4941**  
**FAX: (415) 928-8560**  
**BAAQMD homepage:**  
[www.baaqmd.gov](http://www.baaqmd.gov)

- Any writing relating to an open session item on this Agenda that is distributed to all, or a majority of all, members of the body to which this Agenda relates shall be made available at the Air District's offices at 375 Beale Street, Suite 600, San Francisco, CA 94105, at the time such writing is made available to all, or a majority of all, members of that body.

**Accessibility and Non-Discrimination Policy**

The Bay Area Air Quality Management District (Air District) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

It is the Air District's policy to provide fair and equal access to the benefits of a program or activity administered by Air District. The Air District will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by the Air District. Members of the public who believe they or others were unlawfully denied full and equal access to an Air District program or activity may file a discrimination complaint under this policy. This non-discrimination policy also applies to other people or entities affiliated with Air District, including contractors or grantees that the Air District utilizes to provide benefits and services to members of the public.

Auxiliary aids and services including, for example, qualified interpreters and/or listening devices, to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs, and services will be provided by the Air District in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly.

If you believe discrimination has occurred with respect to an Air District program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, Terri Levels, at (415) 749-4667 or by email at [tlevels@baaqmd.gov](mailto:tlevels@baaqmd.gov).

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

### MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

#### JUNE 2021

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	16	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Legislative Committee - CANCELLED	Wednesday	16	1:00 p.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Stationary Source and Climate Impacts Committee	Monday	21	9:00 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Mobile Source and Climate Impacts Committee	Thursday	24	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20

#### JULY 2021

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Community Equity, Health and Justice Committee	Thursday	1	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Meeting	Wednesday	7	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Stationary Source and Climate Impacts Committee	Monday	19	9:00 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Special Meeting as the Sole Member of the Bay Area Clean Air Foundation	Wednesday	21	9:00 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Meeting	Wednesday	21	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Administration Committee - CANCELLED	Wednesday	21	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Legislative Committee - CANCELLED	Wednesday	21	1:00 p.m.	Webcast only pursuant to Executive Order N-29-20
Board of Directors Mobile Source and Climate Impacts Committee	Thursday	22	9:30 a.m.	Webcast only pursuant to Executive Order N-29-20

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021,  
Special Meeting of May 5, 2021, and Meeting of June 2, 2021

RECOMMENDED ACTIONS

Approve the attached draft minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021, Special Meeting of May 5, 2021, and Meeting of June 2, 2021.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021, Special Meeting of May 5, 2021, and Meeting of June 2, 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

Attachment 3A: Draft Minutes of the Board of Directors Special Budget Hearing Meeting of May 5, 2021

Attachment 3B: Draft Minutes of the Board of Directors Special Meeting of May 5, 2021

Attachment 3C: Draft Minutes of the Board of Directors Meeting of June 2, 2021

## AGENDA 3A - ATTACHMENT

Draft Minutes - Board of Directors Special Meeting / Budget Hearing of May 5, 2021

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
(415) 749-5073

Board of Directors Special Meeting / Budget Hearing  
Wednesday, May 5, 2021

### **DRAFT MINUTES**

*Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

**This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Board participated by teleconference.**

### **CALL TO ORDER**

1. Board of Directors (Board) Chairperson, Cindy Chavez, called the meeting to order at 9:30 a.m.

#### **Roll Call:**

Present: Chairperson Cindy Chavez; Vice Chairperson Karen Mitchoff; Secretary John Bauters; and Directors Margaret Abe-Koga, Teresa Barrett, David Canepa, Rich Constantine, Pauline Russo Cutter, John Gioia, Carole Groom, Erin Hannigan, David Haubert, Lynda Hopkins, David Hudson, Davina Hurt, Tyrone Jue, Myrna Melgar, Nate Miley, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton, and Lori Wilson.

Absent: None.

### **PUBLIC HEARING**

2. **First Public Hearing on the Proposed Air District Budget for Fiscal Year Ending (FYE) 2022.**

The Board of Directors held a public hearing for the exclusive purpose of considering testimony on the Air District's Proposed Budget for FYE 2022. A Final Public Hearing is scheduled for Wednesday, June 16, 2021, to consider adoption of the Proposed Budget for FYE 2022.

Dr. Jeff McKay, Chief Financial Officer, gave the staff presentation *First Public Hearing on the Proposed Air District Budget for FYE 2022*, including: outcome; outline; requested action; financial history – actual reserves and policy trends, cost recovery trends, fees and cost recovery overview; possible path to 100% cost recovery; current FY budget overview; FY 21-22 Proposed

Budget overview; breakdown of \$10.5 million budget increase; new staffing request (General Fund and grant funded); staffing needs of Divisions (Engineering, Technology Implementation Office, Compliance & Enforcement, Finance, Community Engagement, Rules, Strategic Incentives, and Metrology & Measurements; management audit; funding of retirement liabilities; Community Benefit Funding; pandemic contingency reserves; reserves designations; FY 21-22 Proposed Budget summary; budget adoption steps; and feedback requested/prompt.

**Chair Chavez opened the first of two required public hearings for the exclusive purpose of considering testimony on the Air District's Proposed Budget for FYE 2022.**

NOTED PRESENT: Directors Hurt, Melgar, and Wilson were noted present at 10:00 a.m.

#### Public Comments

Public comments were given by Michael Carr, California Council for Environmental and Economic Balance; Bob Brown, Western States Petroleum Association; and Jed Holtzman, 350 Bay Area.

#### Board Comments

The Board and staff discussed the fact that staff augmentation is one of the biggest elements of the Proposed Budget for FYE 2022, due to increase in programmatic deliverables; which of the 26 requested additional staff positions considered entry-level, the qualifications for each requested position, and what their benefits would be; the concern that the Air District overpays its employees; who is required to pay the Air District's Criteria Pollutants and Toxic Emissions Reporting Fee; whether the Air District should continue to prioritize AB 617 if the State ceases to fund the program; how fees relate to cost recovery; how the Air District's Community Benefits Fund Transparent and Equitable Funding expenditures are being reflected in the Proposed Budget for FYE 2022, and the request that the proposed \$1M for the Community Benefits Fund be increased to \$3M; the speed at which the Air District should be aspiring to reach 100% of cost recovery, the request for a comparison of other California air districts' cost recovery policies, and the suggestion of giving the Board three different cost recovery options; the need to better anticipate the rate of Air District employee attrition and turnover the request for an Air District salary survey and a management audit, and the request that a proposed scope of work for the management audit be presented at the upcoming Administration Committee meeting and at the June 16<sup>th</sup> Board meeting.

**Chair Chavez closed the public hearing.**

#### Board Action

None; receive and file.

**PUBLIC COMMENT ON NON-AGENDA MATTERS**

**3. Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

No requests received.

**OTHER BUSINESS**

**4. BOARD MEMBERS' COMMENTS**

None.

**5. TIME AND PLACE OF NEXT MEETING**

The second and final Public Hearing on the Proposed Air District Budget for FYE 2022 is scheduled for Wednesday, June 16, 2021, at 9:30 a.m., via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom.

**6. ADJOURNMENT**

The meeting adjourned at 10:42 a.m.

Marcy Hiratzka  
Clerk of the Boards



## AGENDA: 3B – ATTACHMENT

Draft Minutes - Board of Directors Special Meeting of May 5, 2021

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
(415) 749-5073

Board of Directors Special Meeting  
Wednesday, May 5, 2021

### **DRAFT MINUTES**

*Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

**This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Board of Directors participated by teleconference.**

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Cindy Chavez, called the meeting to order at 10:50 a.m.

#### **Roll Call:**

Present: Chairperson Cindy Chavez; Vice Chairperson Karen Mitchoff; Secretary John Bauters; and Directors Margaret Abe-Koga, David Canepa, Rich Constantine; Pauline Russo Cutter, John Gioia, Carole Groom, Erin Hannigan, David Haubert, Lynda Hopkins, David Hudson, Davina Hurt, Tyrone Jue, Myrna Melgar, Nate Miley, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton, and Lori Wilson.

Absent: Director Teresa Barrett.

### **TRANSPARENCY, PROCESS, ETHICS, AND ACCOUNTABILITY WORKSHOP**

2. **Opening Comments**
3. **Presentations on Selected Brown Act Topics and Best Practices for Conducting Public Meetings**

Brian Bunger, Air District Counsel, gave the staff presentation *Brown Act Selected Topics*, including: outcome; requested action; outline; Brown Act fundamentals; relationship to parliamentary procedure; legislative bodies under the Brown Act; Brown Act meetings and exceptions; virtual meetings under the Brown Act; voting; public comment; and feedback requested/prompt.

Board Secretary, John Bauters, gave the presentation *Public Meeting Best Practices*, including: outcome; outline; goals; important notes; consistency versus rigidity; structure of an agenda item; the public comment; the Board discussion; Board member conduct; and feedback requested/prompt.

### Public Comment

Public comments were given by LaDonna Williams, All Positives Possible; Steve Nadel, Sunflower Alliance; and Dr. Raymond Tompkins, African-American Community Health Equity Council.

### Board Comments

The Board and staff discussed whether Board members may interrupt or halt a public comment that is not related to the current agenda item; how to best respond to public comments that may be provocative or inflammatory; what a Board member or Air District staff member should display on their screen if they need to step away during a virtual meeting; whether public comment speakers may use visual aids when they give their comments; how much Board committee governance will be allowed to diverge from the expectations described in Secretary Bauters' presentation, and the Board Chairperson's desire for consistency between committee and Board meetings, for the public's benefit; how to determine and adjust the amount of time per public comment speaker, should the number of public comment speakers increase during a given agenda item, and how to end comments that exceed the given amount of time; and the request that Air District staff drafts an "in-person/virtual hybrid" meeting policy and a visual aid policy, and bring both policies to the Administration Committee and then to the Board.

### CONSENT CALENDAR (ITEMS 4 – 16)

4. **Minutes of the Board of Directors Special Meeting of April 7, 2021**
5. **Board Communications Received from April 7, 2021 through May 4, 2021**
6. **Air District Personnel on Out-of-State Business Travel**
7. **Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of March 2021**
8. **Authorization to Execute Contract Amendment for Spare the Air Web Project and Maintenance Services**
9. **Authorization to Execute Contract Amendment for BioWatch Maintenance and Operations**
10. **Authorization to Execute Contract Amendment for California Environmental Quality Act (CEQA) Consulting Services**
11. **Authorization to Execute Contract Amendment for the Contra Costa County Green and Healthy Homes Initiative**
12. **Authorization to Execute Contract Amendment with Avantpage, Inc., for Language Translation Services for the Community Engagement Office and Rules Division**
13. **Stationary Source & Climate Impacts Committee Meeting**

The Board approved the following:

- 13.1 Committee Chair Summary Report of April 19, 2021
- 13.2 Report of the Stationary Source & Climate Impacts Committee Meeting of April 19, 2021

- A) **Costs and Financing Options for Building Decarbonization in the Bay Area**  
*1) None; receive and file.*
- B) **Rule Development Concepts for Building Appliance Regulation**  
*1) None; receive and file.*
- C) **Source Test 101**  
*1) None; receive and file.*

14. **Administration Committee Meeting**

The Board approved the following:

14.1 **ACTION REQUESTED:** Committee Chair Summary Report of April 21, 2021

14.2 Report of the Administration Committee Meeting of April 21, 2021

- A) **Hearing Board Quarterly Report: January 2021 – March 2021**  
*1) None; receive and file.*
- B) **Air District Financial Audit Report for Fiscal Year Ending (FYE) 2020**  
*1) None; receive and file.*
- C) **Third Quarter Financial Report – FYE 2021**  
*1) None; receive and file.*
- D) **ACTION REQUESTED AMENDED: Continued Discussion of Proposed Budget for FYE 2022 and Consideration to Recommend Adoption**  
*1) The Administration Committee will continue discussion of the proposed budget for FYE 2022 and consider recommending that the Board of Directors (Board)*
  - a. *Conduct Public Hearings on the FYE 2022 Proposed Budget; and*
  - b. *Adopt the FYE 2022 Proposed Budget.*
- E) **Summary of the 2020-2021 Spare the Air Winter Campaign**  
*1) None; receive and file.*
- F) **Board Governance – Next Steps**  
*1) None; receive and file.*
- G) **ACTION REQUESTED: Discussion on Administration Committee Workplan for 2021**  
*1) Recommend the Administration Committee approve the 2021 Workplan for the Committee.*

15. **Legislative Committee Meeting**

The Board approved the following:

15.1 **ACTION REQUESTED:** Committee Chair Summary Report of April 21, 2021

15.2 Report of the Legislative Committee Meeting of April 21, 2021

A) **Sacramento Legislative Budget Update**

1) *None; receive and file.*

B) **Air District-Sponsored Bills**

1) *None; receive and file.*

C) **ACTION REQUESTED Consideration of New Bills**

1) *Discuss and review bills and take positions where appropriate. Staff recommends oppose positions on the following bill: **Assembly Bill (AB) 905 (Quirk) – Mobile fueling on-demand tank vehicles: performance standards.***

D) **2021 Legislative Platform**

1) *None; receive and file.*

E) **Federal Legislative Update**

1) *None; receive and file.*

16. **Mobile Source and Climate Impacts Committee Meeting**

The Board approved the following:

16.1 **ACTION REQUESTED:** Committee Chair Summary Report of April 22, 2021

16.2 Report of the Mobile Source Committee Meeting of April 22, 2021

A) **ACTION REQUESTED Projects and Contracts with Proposed Grant Awards Over \$100,000:**

1) *Approve recommended projects with proposed grant awards over \$100,000;*

2) *Approve the acceptance, obligation, and expenditure of up to \$3,640,000 from the Alameda County Transportation Commission (ACTC) that will be provided to the Air District to use as matching funds for project 21R07;*

3) *Adopt a resolution authorizing the Air District award of Transportation Fund for Clean Air (TFCA) and ACTC funds in support of the Center for Transportation and the Environment's project 21R07; and*

4) *Authorize the Executive Officer/Air Pollution Control Officer (APCO) to enter into all necessary agreements with applicants for the recommended projects.*

**B) TFCA Audit #21 Results: Air District-Sponsored Programs and County Program Manager Fund Projects**

1) *None; receive and file.*

**C) ACTION REQUESTED TFCA County Program Manager (CPM) Expenditure Plans for FYE 2022**

1) *Approve the allocation of new TFCA revenue to each of the nine CPM for FYE 2022; and*

2) *Authorize the Executive Officer/APCO to enter into funding agreements with the CPMs for TFCA revenues to be programmed in FYE 2022.*

**D) Clean Cars for All Program Funding**

1) *Adopt a resolution authorizing the Executive Officer/APCO to accept, obligate, and expend up to \$3 million from the California Air Resources Board for the Bay Area Clean Cars for All Program; and*

2) *Authorize the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding.*

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Cutter made a motion, seconded by Director Wilson, to **approve** the Consent Calendar Items 4 through 16, inclusive; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Bauters, Canepa, Chavez, Constantine, Cutter, Gioia, Groom, Hannigan, Hopkins, Hudson, Hurt, Jue, Melgar, Miley, Mitchoff, Rice, Ross, Wagenknecht, Walton, Wilson.

NOES: None.

ABSTAIN: None.

ABSENT: Barrett, Haubert, Rennie.

**END OF CONSENT CALENDAR**

**PRESENTATIONS**

**17. Overview of Petroleum Refining Market in California**

Jack P. Broadbent, Executive Officer/APCO, introduced Gordon Schremp, Senior Fuels Specialist for the California Energy Commission, who gave the presentation *Transportation Fuel Trends, Jet Fuel Overview, Fuel Market Changes, and Potential Refinery Closure Impacts* including: overview; California primary transportation fuels; pandemic impacts and outlook – gasoline; California gasoline

demand in 2020; mobility trends in California and Bay Area; vehicle counts – Bay Area bridges; gasoline demand forecast; pandemic impacts and outlook – diesel; California diesel demand in 2020; rail activity in United States; Ports of Los Angeles and Long Beach – container imports; diesel demand forecast; pandemic impacts and outlook – jet fuel; global flight activity still down; United States airport passenger counts from 2019 through 2020; Bay Area Kinder Morgan lines; jet flows in Northern California and Southern California; jet fuel logistics; recent refinery closures; refiners adjust ratio of jet production; gasoline and diesel flows in Northern California; refinery conversion projects; increasing renewable diesel availability; potential impacts of refinery closures; retail gasoline price differences (California less United States average); Torrance refinery outage – market changes; and potential impacts of refinery closures.

### Public Comments

Public comments were given by Jed Holtzman, 350 Bay Area.

### Board Comments

The Board and staff discussed when refinery consolidation is anticipated to occur; the likelihood of an oversupply of gas and subsequent price decreases in California, even with a refinery closure; the likelihood of the implementation of a carbon tax; consumers' historical reactions to gasoline price increases in California over an extended period; who will be making decisions that will require refineries to shift production to renewable fuel; and how the fuel market defines 'renewable energy.'

### Board Action

None; receive and file.

### 18. **Wildfire Season Preview**

In the interest of time, this item was continued to June 16, 2021.

### **PUBLIC COMMENT ON NON-AGENDA MATTERS**

### 19. **Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

Public comments received from Serge Bonte, mountain view resident, were read by Air District staff.

### **BOARD MEMBERS' COMMENTS**

### 20. **Board Members' Comments**

Director Walton expressed his concern about not having been notified that the Air District arranged a tour and /or meetings with residents of Bayview Hunters Point. He requested to be informed of such meetings, moving forward.

Director Miley asked Air District staff to announce the following: The Air District and Communities for a Better Environment will conduct a joint virtual public workshop to present, discuss, and receive comments on the draft Health Risk Assessment (HRA) for AB&I Foundry located in East Oakland at 7825 San Leandro Street. Communities for a Better Environment will share community members' perspectives. Air District staff will provide presentations and respond to questions on the draft HRA. The Air District conducts health risk assessments as part of its ongoing effort to reduce emissions from stationary sources of toxic air pollution. HRAs are conducted for facilities whose emissions pose potentially high health risks to identify opportunities to reduce pollution and protect public health. The virtual workshop will be held using Zoom on Friday, May 7, 2021, from 5:30 PM to 8:30 PM.

## **OTHER BUSINESS**

### **21. Report of the Executive Officer/APCO**

#### **A. 2020 Annual Report**

In the interest of time, this item was continued to June 16, 2021.

### **22. Chairperson's Report**

Chair Chavez announced the following:

- The Alameda County Board of Supervisors reappointed David Haubert to the Air District's Board on April 6, 2021, for a four-year term, expiring on April 6, 2025.
- The Air & Waste Management Association's 114<sup>th</sup> Conference will be held virtually from June 14-17, 2021. Any Board members who wish to attend should inform Vanessa Johnson.

### **23. Time and Place of Next Meeting**

Wednesday, June 2, 2021 at 9:30 a.m., via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom.

### **24. Adjournment**

The meeting adjourned at 1:22 p.m.

Marcy Hiratzka  
Clerk of the Boards

## AGENDA: 3C – ATTACHMENT

Draft Minutes - Board of Directors Regular Meeting of June 2, 2021

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
(415) 749-5073

Board of Directors Regular Meeting  
Wednesday, June 2, 2021

### **DRAFT MINUTES**

*Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

**This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Board of Directors participated by teleconference.**

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Cindy Chavez, called the meeting to order at 9:30 a.m. Chair Chavez asked for a moment of silence to remember the Santa Clara Valley Transportation Authority victims and other victims of gun violence.

#### **Roll Call:**

Present: Chairperson Cindy Chavez; Vice Chairperson Karen Mitchoff; Secretary John Bauters; and Directors Margaret Abe-Koga, Teresa Barrett, David Canepa, Rich Constantine; Pauline Russo Cutter, John Gioia, Carole Groom, Erin Hannigan, David Haubert, Lynda Hopkins, David Hudson, Davina Hurt, Tyrone Jue, Myrna Melgar, Nate Miley, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton, and Lori Wilson.

Absent: None.

### **REGULAR AGENDA**

2. Proposed Amendments to Regulation 6: Particulate Matter, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5)
  - A. **INFORMATIONAL ONLY:** Overview on the Regulatory Options Considered for Amendments to Regulation 6, Particulate Matter: Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5)

The Board of Directors received an overview on the rule development process for proposed amendments to Regulation 6: Particulate Matter, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5) and background on the regulatory options



considered and discussed at previous Stationary Source and Climate Impacts Committee meetings. Jack P. Broadbent, Executive Officer/Air Pollution Control Officer (APCO), introduced David Joe, Assistant Rule Development Manager, who gave the staff presentation *Public Hearing on Amendments to Rule 6-5: Rule Development Process Background and Overview*, including: outcome; outline; requested action; background; rule development process; draft amendments (Control Scenario A and B); estimated impacts; health impacts estimates; study area for health impacts; “stair-step” regulatory concept; potential paths considered; and proposed amendments.

NOTED PRESENT: Director Miley was noted present at 10:04 a.m., and Director Hannigan was noted present at 10:38 a.m.

## **PUBLIC HEARING**

- B. Public Hearing to Consider Adoption of Proposed Amendments to Regulation 6: Particulate Matter, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5)

Greg Nudd, Deputy APCO of Policy, gave the staff presentation *Public Hearing on Amendments to Rule 6-5: Proposed Amendments*, including: outcome; outline; requested action; rule development process and engagement; proposed amendments to Rule 6-5; impacts of proposed amendments; emissions estimates; emission reductions, cost impacts, and incremental cost analysis; cost of refinery wet gas scrubbing system installations; socioeconomic impacts; environmental impacts; test methods; statutory findings; comments and responses; and feedback requested/prompt.

**Chair Chavez opened the public hearing to receive testimony to Consider Adoption of Proposed Amendments to Regulation 6: Particulate Matter, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (FCCU) (Rule 6-5).**

### **Public Comment**

Public comments were given by Supervisor Monica Brown, Solano County Board of Supervisors; Charles Davidson, Hercules resident; Sara Greenwald, 350 Bay Area; Torm Nomprasseurt, Asian Pacific Environmental Network; Greg Goebel, Goebel Construction; Thom Leeds, Chevron; Bill Whitney, Contra Costa Building and Construction Trades Council; Tom Hansen, Local 302; Adeline Ford, Martinez Refining Company (MRC); Brian Nippa, MRC; Clair Brown, Richmond resident; Andres Soto, Communities for a Better Environment (CBE); Janis Hashe, Richmond resident; Heather Slinde, MRC; Bill Quinn, California Council for Environmental and Economic Balance; Ann Frankel, Richmond resident; Jacob Klein, Sierra Club; Sally Tobin, Richmond resident; Jan Warren, Interfaith Climate Action Network of Contra Costa County; Lara Clayman, Oakland resident; Mark Hughes, Industrial Association of Contra Costa County; Dr. Steve Rosenblum, 350 Silicon Valley; David Page; Olga Mandrussow; Danny Bernardini, Napa-Solano Building & Construction Trades Council; Floy Andrews, Richmond resident; Steve Nadel, Sunflower Alliance; Hannah Robbins, Alameda-Contra Costa Medical Association; Jessica Scheiber, MRC; Gordon Johnson, PBF Energy; Nancy Rieser, Crockett resident; Andrew Solak, PBF Energy; Shoshana W; Fred Page, Point Richmond resident; Roddy Auer, Local 342; Ken Szutu, Vallejo Citizen Air Monitoring Network; Michael Coody, Rodeo Citizens Association; Ellen Beans, 350 Contra Costa; Dan Williamson, Chevron; Andres Cluver, Building Trades Council of Alameda County; Tony Munoz, Local 713; Kristin Connelly, East Bay Leadership Council; Linda Weiner, Linda Weiner, San Francisco resident; Susan Nelson, MRC;

Michael Armour, MRC; Chuck Leonard, Local 342; Nick Plurkowski, PBF Energy; Jean-Paul Nepote, MRC; Rachel Shoemake, Local 302; David McCoard, Sierra Club; Laura Malchow-Hay, Sierra Club; Cory Durham, Chevron; Kyle Drach, Chevron; Christy Tormey, Chevron; Greg Reed, Chevron; Laurie Mintzer, Chevron; Roy Mathur, PBF; Joanna Gardias, Menlo Spark; Erik Topp, PBF; Randy Loyd, Local 342; Jeffrey Andrews, PBF; Rhoda Fry, Cupertino resident; Jed Holtzman, 350 Bay Area; Tyler Earl, CBE; Ahmed Al Abdalah, MRC; Greg Spooner, Sierra Club; Beth Krebs; Floyd Henson, Local 342; Karina Maher, M.D.; Anita Edralin; Zolboo Namkhaidorj, CBE; Jean Tepperman, Sunflower Alliance; Eduardo Martinez, Richmond City Council; Todd Snyder, San Francisco resident; Martha Kreeger; Julie Harris; Woody Hastings, The Climate Center; Ernesto Arevalo, CBE; Paula Kapfenstein, MRC; Tim Laidman, Green Party County Councilmember of Contra Costa County; Bonnie Lockhart; Timothy Jefferies; Janet Johnson, Sunflower Alliance; Paul Wermer; Sarah Spengeman; Elizabeth Cruciani, MRC; Sherry Robertson, MRC; Brad Padilla, MRC; Glenn Loveall, Local 378; Steve Bell, Local 152; Maureen Brennan, Rodeo resident; Hoai-An Truong, Mothers Out Front; Dan Sakaguchi, CBE; Dr. Bonnie Hamilton; Tracy Scott; Dave Bleckinger, MRC; Dr. Cynthia Carmichael; Jackie Garcia Mann, 350 Contra Costa; Don Gosney, Richmond resident; Cliff Wiest, Chevron; Eric Donnelly, Chevron; Daniel Carter, Chevron; Marisol Cantu, Richmond resident; Kristin Frost, Chevron; Sarah Kerns, Chevron; Richard Gray, 350 Bay Area; Francisco Lopez-Linares; Chevron; Joseph Prunkle, MRC; Nancy Navarro, PBF; Suzanne Castalano, Chevron; Bob Brown, Western States Petroleum Association; James Johnston, Alameda resident; Dr. Amanda Millstein, Climate Health Now; Dr. Cynthia Mahoney, Climate Health Now; Dr. Ashley McClure, Climate Health Now; Brian Hubinger, Chevron; Dr. Margie Chen, Climate Health Now; Dr. Robert Gould, Physicians for Social Responsibility; William Smith, Alameda resident; Greg Karras, Community Energy reSource; Gary Hughes, biofuelwatch; Samuel Munoz, Local 217; Ann Brown, Tri Valley Air Quality Community Alliance Oversight Committee; Sheryl Davila; Kevin Ma, Silicon Valley Youth Climate Action; Joel Hawes, MRC; Andrew Scheiber, Benicia resident; Todd Osterberg, Chevron; Erik Trautvetter, Chevron; Carmel Sanchez, Chevron; Shauna Falvey, Chevron; Marci Wyatt, Chevron; Rick Solis, Local 405; John Anderson, San Francisco resident; Alyssa Kang, California Nurses Association (CNA); Dr. Marjaneh Moini, Physicians for Social Responsibility; Halimah Houston, El Sobrante resident; Katherine Funes, Rose Foundation; Tyler; Oakland resident; Virginia Reinhart, Sierra Club; Kris Keener, MRC; Celeste Sheets, Chevron; Nory Griffin, Sunflower Alliance; John Sakamoto, Eichleay Engineers; Paul Davis, PBF; Cherie Cabral, North Bay Building Trades Council; Igor Tegub, Sierra Club; Kristel Rietesel, Bay Area clean Air Coalition; Gabriel Goffman, Democratic Socialists of America; Michael Carroll, Latham & Watkins LLP; Darren Stroud, MRC; Richard Shih, PBF; Lizbeth Ibarra, Youth Vs. Apocalypse; David Schoenthal, MRC; Janet Kinney, CNA; Harlo Pippinger, Democrats Socialists of America; Jack Fleck, 350 East Bay; Kristin Marczak, MRC; David Bini, Santa Clara & San Benito Counties Building Trades Council; Dr. Ann Harvey; Simren Sandhu, Youth Vs. Apocalypse; Jan Callaghan, Rodeo resident; Diane Bailey, Menlo Spark; Michele Corey, MRC; Lisa Jackson; Dr. Jane Perry, 1,000 Grandmothers for Future Generations; Rudy Gonzales, San Francisco Building and Construction Trades Council; Dr. Patrice Sutton, Physicians for Social Responsibility; Andrew Sorley, Chevron; Elliot Helman, 350 San Francisco, Jason Vorderbrueggen, MRC; Kevin Olson, Chevron; Brandon Matson, PBF; Christopher Lehman, Chevron; Hakim Johnson, Chevron; Tim Reyff, Local 22; Dr. Teresa La; Nathaniel Preston, PBF; Ann Vorderbrueggen, MRC; Harry Dhillon, MRC; LaDonna Williams, All Positives Possible; Unknown from Youth Vs. Apocalypse; Janet Pygeorge, Rodeo resident; Priyana; Donald Bitterman, MRC; Amber Keener; Ron Rowlett, Local 180; Israel Leon; Vanessa Cleric; Lalo Norr; Sam Saxe-Taller; Isha Clarke, Oakland resident; Greg Cluster; Michael Miller, PBF; Tim Frank; Julie Saxe-Taller; Patrick Owens, MRC; Heidi Petersen; Yancy Smith, Local 342; Dr. Jahan Shafizadeh; Matt Heeren, Local 342; La Mar Harrison, Richmond resident; and John Miller, CNA.

47 members of the public submitted public comments via electronic mail during the Board of Directors meeting, regarding this item. They may be viewed at [https://www.baaqmd.gov/~media/files/board-of-directors/2021/emailed-public-comment-060221\\_v2-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/board-of-directors/2021/emailed-public-comment-060221_v2-pdf.pdf?la=en).

### Board Comments

The Board and staff discussed the following clarifying questions: concerns about the water consumption (amount and type of acceptable water) that would be required of wet gas scrubbing technology at the refineries, and whether refineries have access to sources of reclaimed or reused water; whether any Stationary Source & Climate Impacts Committee members had expressed a preference for “Path 3” (develop rule language for stair-step approach, seek public input, and prepare for Board consideration); concerns that water use in “Control Scenario B” would exceed California Environmental Quality Act thresholds; whether greater emission reductions would be attained from “Path 3” than from requiring wet gas scrubber technology alone; what would trigger refinery job loss and plant closure; how the Air District differentiates Particulate Matter (PM) that comes from the FCCUs, from that of other refinery equipment; whether speciation occurs as PM goes through a wet gas scrubber; PBF’s claim that a wet gas scrubber would not physically fit in their facility; whether the cost of installing and operating a wet gas scrubber includes the costs of treating the additional waste water produced prior to discharging water into the bay; the anticipated timeline for the implementation of “Control Scenario B”; whether wet gas scrubbers are becoming an industry standard to reduce emissions from FCCUs; whether any Bay Area refineries have presented the Air District with any emission reduction capital projects; the concern about the discrepancies between the refineries and Air District regarding estimated socioeconomic impacts; the history of draft amendments to Regulation 6-5; whether the type of oil grade affects emission output when processed in an FCCU; whether the Air District was given current profit information from the refineries; whether the Board would be presented with multiple draft amendments to Regulation 6-5 at this meeting; limits achieved by fluidized catalytic cracking units at refineries using electrostatic precipitators, versus using wet gas scrubbers; costs of refinery wet gas scrubbing system installation; what is included in a refinery’s “compliance costs”; target cost effectiveness of emissions reductions of Air District grant programs; types of events that prompt wet gas scrubber system installations at refineries (in California or other states) and whether those refineries continue to voluntarily operate them; MRC’s Proposed Voluntary Enhancement Commitment to Reduce its Fluidized Catalytic Cracking Unit Total Particulate Matter Emissions in Lieu of Further Rule-Making, and legal action refineries may take, once the Board adopts amendments to Air District regulations; whether wet gas scrubbers are the most appropriate technology to attain Best Available Retrofit Control Technology limits; and legal actions filed by the refineries in response to previous Air District regulation adoptions.

### Board Action

Due to the lateness of the hour, Chair Chavez continued this item to a future date, yet to be determined (tentatively June 16, 2021, at a special meeting beginning at 8:30 a.m.) She added that those who gave public comment on June 2, 2021, regarding Regulation 6-5, would *not* be allowed to give public comment on Regulation 6-5 on the date of the continued meeting, and that any new members of the public wishing to speak on Regulation 6-5 will be given 30 seconds each on that day. Board members who cannot attend the continued meeting are able to submit their comments on Regulation 6-5 in writing to the Chair.

**Chair Chavez acknowledged that the public hearing is not yet closed, as this item is being continued to a future date.**

**END OF PUBLIC HEARING**

**PUBLIC COMMENT ON NON-AGENDA MATTERS**

**3. Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

No requests received.

**BOARD MEMBERS' COMMENTS**

**4. Board Members' Comments**

None.

**OTHER BUSINESS**

**5. Report of the Executive Officer/APCO**

Mr. Broadbent had nothing to report.

**6. Chairperson's Report**

Chair Chavez had nothing to report.

**7. Time and Place of Next Meeting**

The next Board of Directors meeting is scheduled for Wednesday, June 16, 2021, at 9:30 a.m.

**8. Adjournment**

The meeting adjourned at 4:40 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Board Communications Received from May 5, 2021 through June 15, 2021

RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from May 5, 2021 through June 15, 2021, if any, will be distributed to the Board Members by way of email.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman

Reviewed by: Vanessa Johnson

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Air District Personnel on Out-of-State Business Travel

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RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Section 5.4 (b) of the District's Administrative Code, Fiscal Policies and Procedures Section, the Board is hereby notified of District personnel who have traveled on out-of-state business.

The report covers the out-of-state business travel for the months of April 2021 and May 2021. The monthly out-of-state business travel report is presented in the months following travel completion.

DISCUSSION

There were no out-of-state business travel activities that occurred in the months of April 2021 and May 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Stephanie Osaze  
Reviewed by: Jeff McKay

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the month of  
April 2021

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

In accordance with Resolution No. 2012-08, attached to this memorandum is a listing of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the calendar month prior to this report.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amounts of civil penalties collected are included in the Air District's general fund budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Brian C. Bunger

Attachment 6A: Notices of Violations for the Month of April 2021

AGENDA 6A - ATTACHMENT

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violations were issued in April 2021:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
100 Mac 76 GDF	Z9002	Oakland	A59634A	4/13/2021	2-1-307	Failure to meet PC#7878; throughput exceedance.
Au Energy, LLC	Z1937	Fremont	A59679A	4/12/2021	8-7-301.5	87 fill adaptor failed torque test.
CJC Santa Rita, LLC	Z8936	Pleasanton	A59633A	4/12/2021	8-7-308	>1" of gasoline present in tank #2 87-reg product spill bucket.
Harder Road Beacon	Z8978	Hayward	A59635A	4/22/2021	8-7-302.1	Operating uncertified phase II configuration (VR-204) w/Emco + Incon ISD.
Mattson Technology, Inc.	B2989	Fremont	A57025A	4/13/2021	2-1-307	Failure source test (NTV-2397 NST-5973); P/C# 27130-6.
P.W. Stephens Environmental, Inc.	Z3449	Hayward	A60577A	4/30/2021	11-2-304.1	RACM not in leak-tight containers.
Pious Petroleum, LLC	Z8844	Oakland	A59678A	4/9/2021	8-7-302.2	No source test for 2019 & 2020.
Pious Petroleum, LLC	Z8844	Oakland	A59678B	4/9/2021	8-7-503.1	No throughput records. No V/L readings on printout.
PW Stephens, Inc.	Z7757	Hayward	A59115A	4/6/2021	11-2-405	Unpaid Asbestos fees.
PW Stephens, Inc.	Y0778	Hayward	A59499A	4/6/2021	11-2-405	ASB118464 - Failure to pay asbestos operation fee.
PW Stephens, Inc.	Y0778	Hayward	A59499B	4/6/2021	3-317	ASB118464 - Failure to pay asbestos operation fee.



Salkhi Family Holdings, Inc.	Z8990	San Leandro	A59636A	4/30/2021	8-7-301.1	Throughput exceeded PC# 100015; uncertified phase I breakaway.
Salkhi Petroleum, Inc.	Z8126	San Leandro	A60552A	4/5/2021	8-7-301.2	Uncertified dust cap installed on 87g fill adapter.
Salkhi Petroleum, Inc.	Z8126	San Leandro	A60552B	4/5/2021	8-7-308	Gasoline in 87g spill bucket (<1").
SFD	Z8973	Oakland	A60127A	4/14/2021	11-2-401.3	Late Notification.
Silicon Valley Shell	Z9000	Newark	A60401A	4/6/2021	2-1-307	Failure to conduct periodic source testing per P/C# 24299.
Tesla, Inc.	A1438	Fremont	A60205A	4/13/2021	2-1-307	S-1002 was not abated at all times of operation by A-30192 (RCA #07Y57).
Turk Island Solid Waste Disposal Site	A3256	Union City	A60204A	4/13/2021	2-1-307	GCCS not operated continuously, Min. flare temp not met per PC# 10040.
Turk Island Solid Waste Disposal Site	A3256	Union City	A60204B	4/13/2021	8-34-301.1	RCAs not reported.
Turk Island Solid Waste Disposal Site	A3256	Union City	A60204C	4/13/2021	1-523.3	Well disconnected.
Turk Island Solid Waste Disposal Site	A3256	Union City	A60206A	4/19/2021	8-34-301.2	GCCS component leak exceeding 1000 ppm.

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
A-Street Union 76	V8974	Antioch	A59656A	4/21/2021	8-7-301.5	Missing gasket on 91 fill-side dust cap.
Air Liquide Large Industries US LP	B7419	Rodeo	A59909A	4/14/2021	8-18-301	Process gas exchanger pipe E-109 leaking in excess of 100 PPM.

Ameresco Keller Canyon, LLC	B7667	Pittsburg	A60408A	4/12/2021	8-34-301.2	2 Component leaks >1000 ppm on S#3.
Chevron Products Company	A0010	Richmond	A59244A	4/12/2021	1-301	Public nuisance due to oil spill from the long wharf.
Chevron Products Company	A0010	Richmond	A59886A	4/20/2021	10	Dev 5361 RCA 07K73 - V475 exceeded 160 ppm H2S 3-hour average limit.
Chevron Products Company	A0010	Richmond	A59887A	4/20/2021	2-6-307	Dev 5362 RCA 07K81 - PC#11066 (7A5) - TR sets deenergized.
Chevron Products Company	A0010	Richmond	A59888A	4/20/2021	9-1-307	Dev 5363 RCA 07K82 - SRU2 exceeded 250 ppm SO2 1 hour average limit.
Chevron Products Company	A0010	Richmond	A59889A	4/20/2021	12-11-502	Dev 5360 missed flare samples.
Chevron Products Company	A0010	Richmond	A59890A	4/20/2021	12-11-502.3.1	Dev 5365 missing flare sample.
Chevron Products Company	A0010	Richmond	A59891A	4/27/2021	2-6-307	RCA #07T19 Deviation 5944 PC#24136 (14a) - F2100 exceeded 5ppm@3% O2 1hr avg NOx limit.
Chevron Products Company	A0010	Richmond	A59892A	4/27/2021	2-6-307	RCA #07W37. Deviation 5944 PC#24136 (16a) - F2100 Ammonia Injection Interruption.
Crow Canyon Country Club	Z8885	Danville	A59631A	4/5/2021	2-1-301	Failed to meet pl#16516/operating uncertified phase I equipment.
Crow Canyon Country Club	Z8885	Danville	A59631B	4/5/2021	8-7-301	Failed to meet pl#16516/operating uncertified phase I equipment.

Delta Diablo Sanitation District	A1258	Antioch	A60409A	4/21/2021	9-8-503	Failure to quarterly test NOX & CO emissions on S-17.
Harbor Petroleum, Inc.	Z8965	Brentwood	A60402A	4/12/2021	8-7-301.5	Missing gasket on 91-grade fill side adapter.
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A59908A	4/12/2021	1-301	Air contaminants were discharged from S445 and caused nuisance to the public.
Pittsburg Valero	Z8972	Pittsburg	A59655A	4/14/2021	2-1-307	Failure to submit source test results to Air District in required timeframe.
Reeza, Inc.	Z8887	San Ramon	A59632A	4/5/2021	8-7-302.1	Uncertified Phase II Breakaway per CARB adv.398.
St Mary's College GDF	Z8984	Moraga	A60231A	4/28/2021	2-1-307	No static pressure perf. test since 2017. Failure to meet permit condition #100054.

<b>Marin</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Novato Sanitary District	A1275	Novato	A59861A	4/1/2021	2-1-307	Episode #07Y91.
Sewerage Agency of South Marin	A1345	Mill Valley	A59862A	4/12/2021	2-1-307	PC#268993.

<b>Napa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Upper Valley Disposal Service, Inc.	A6380	Saint Helena	A60462A	4/14/2021	2-1-301	No authority to Construct or operate generator.
Upper Valley Disposal Service, Inc.	A6380	Saint Helena	A60462B	4/14/2021	2-1-302	No authority to Construct or operate generator.

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
St Francis Memorial Hospital	A2087	San Francisco	A59361A	4/28/2021	9-7-506	No periodic testing performed in calendar years 2019 and 2020.

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
City of Daly City	B9837	Daly City	A59680A	4/19/2021	2-1-307	Required source test not performed within 12 months.
Rong Chang Lang	Z8951	San Bruno	A60575A	4/16/2021	11-2-303	Improper removal and improper disposal.
Rong Chang Lang	Z8951	San Bruno	A60575B	4/16/2021	11-2-304	Improper removal and improper disposal
Rong Chang Lang	Z8951	San Bruno	A60576A	4/16/2021	11-2-401.3	Failure to notify.
Sunquest Properties, Inc.	A5691	Brisbane	A59363A	4/29/2021	8-34-301.2	Component leak measured above standard.

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Almaden Golf & Country Club	Z9007	San Jose	A59830A	4/28/2021	2-1-307	Failure to meet P/CST-38, 2" static pressure test not done.
BD Biosciences	A5751	San Jose	A60484A	4/28/2021	2-1-307	Operation of generator unit outside of permitted use as per PC#22823, Section 2.
City of San Jose Fire Training	Z8982	San Jose	A60198A	4/21/2021	2-1-307	Failing to conduct & submit annual source test.
Hadad Enterprises, Inc.	Z8882	Sunnyvale	A60197A	4/5/2021	8-7-301.1	Uncertified phase I components.
Paper Moon Coffee Co.	E4782	San Jose	A59181A	5/1/2021	2-1-301	In reference to cancelled permit application #28416 on 04/27/21.
Paper Moon Coffee Co.	E4782	San Jose	A59181B	5/1/2021	2-1-302	In reference to cancelled Permit application #28416 on 04/27/21.
Reed & Graham, Inc.	A0107	San Jose	A60483A	4/28/2021	2-1-307	Solvent usage at S-31 exceeded limit as per PC #23601, section 2.
Santa Clara County Roads and Airports Dept.	B2472	San Martin	A57375A	4/21/2021	8-39-502	Source test of av gas loading rack not performed on time.

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
APS West Coast, Inc, Valero Refining Co – CA.	A2329	Benicia	A59624A	4/13/2021	6-1-301	Excessive Visible Emissions.
Diamond Petroleum Inc. dba Marina	Z5741	Suisun City	A60399A	4/1/2021	8-7-314	Missing hold-open latch on pumps #2 - #8.
Diamond Petroleum Inc. dba Marina	Z5741	Suisun City	A60399B	4/1/2021	8-7-302.3	Dispensing rate below 5 gallons per minute, pumps #2, #3, #5, #6, #7, #8 - excessive tags.

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Keysight Technologies	A0279	Santa Rosa	A59218A	4/6/2021	2-1-307	Failed source test - Permit Condition #7894, part 14d.

<b>District Wide</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Colonial Energy, LLC	Z9003	Orange	A59653A	4/13/2021	8-7-308	Liquid gasoline inside 87-grade spill container over 1 inch.
Edward R. Marszal Enterprises Inc.	Z8889	Carmichael	A60400A	4/5/2021	2-1-307	Failure to conduct periodic source testing (ISD flow meter) per P/C #100050.
Southern Counties Oil Co.	Z8980	Orange	A59681A	4/22/2021	8-7-302.3	Dispensers #3/4 & #5/6 failed exhibit 14 dispenser integrity test.

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were three (3) settlement(s) for \$10,000 or more completed in April 2021.

- 1) On April 1, 2021, the District reached settlement with Safety-Kleen of California, Inc. for \$15,000, regarding the allegations contained in the following one (1) Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58089A	3/23/2020	3/4/2020	2-1-307	Failed to equip with a temperature monitor with a continuous recorder. PC# 20992.106.

- 2) On April 20, 2021, the District reached settlement with SFPP, LP for \$40,000, regarding the allegations contained in the following three (3) Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58198A	8/21/2019	8/20/2019	8-5-320	Gap in gasketed cover at floating roof ladder > 0.32 cm (1/8 in).
A58199A	8/21/2019	8/21/2019	8-33-309.5	Vapor hose connector leaking in Excess of 3,000 ppm (6w Front).
A58200A	8/28/2019	8/20/2019	8-5-320.2	Product inside top of gauge float 87g fuel, SJ-13.

- 3) On April 21, 2021, the District reached settlement with Cemex Construction Materials Pacific, LLC for \$30,000, regarding the allegations contained in the following one (1) Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A56517A	8/10/2017	10/1/2014	2-1-307	Exceeded allowable throughput limits on cement silos.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Quarterly Report of the Executive Office and Division Activities for the Months of  
January 2021 – March 2021

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**ADMINISTRATIVE RESOURCES DIVISION****M. MARTINEZ, DIRECTOR****Human Resources**

The Human Resources (HR) Office conducted 22 recruitments including exams for: Administrative Assistant, Advanced Projects Advisor, Air Quality Intern, Assistant Counsel, Assistant Manager (2), Assistant Staff Specialist (2), Director/Officer, Public Information Officer, Principal Air Quality Chemist, Principal Air Quality Specialist, Senior Air Quality Engineer, Senior Air Quality Inspector, Senior Air Quality Specialist, Senior Environmental Planner, Senior Staff Specialist, Staff Specialist (2), Supervising Staff Specialist, Supervising Systems Analyst, and Systems Analyst. The HR Office offered 44 wellness/fitness classes and four (4) group training sessions, including: Situational Leadership II, Remote Feedback for Motivation, Management & Leadership Skills: Managing Multiple Projects & Priorities, and How to Become Self-Confident and in Control: Emotional Intelligence. In addition, employees utilized 11 training courses and utilized the educational reimbursement program. The HR Office continues to administer payroll, benefits, safety/worker's compensation, and labor/employee relations. There are currently 376 regular employees, 11 temporary employees, and 38 budgeted vacant positions. There were four (4) new employees, 19 promotions, and seven (7) separations from January 2021 to March 2021.

**Business Office**

The Business Office issued 644 purchase orders and executed 79 contracts. There was one (1) Requests for Qualifications issued during this period.

**Fleet and Facilities Office**

Fleet services disposed of five (5) vehicles, acquired zero (0) vehicles, and sent 30 vehicles for maintenance and/or body shop repairs. There were three (3) vehicle requests (all from Metropolitan Transportation Commission (MTC) staff and none from Air District staff), of which zero (0) were pool vehicles and three (3) were Enterprise car rentals, less zero (0) cancellations. There are currently 131 fleet vehicles: three (3) electric, one (1) hydrogen fuel cell, 90 plug-in hybrids, 14 hybrids, 22 gas, and one (1) diesel.



Facilities received nine (9) Angus requests, facilitated zero (0) furniture orders, and completed 102 ad-hoc projects/tasks. Facilities also performs daily maintenance of the coffee machines, replenishes coffee and tea supplies in the Air District coffee bar and pantries, and replenishes office supplies in the copy/supply rooms.

**COMPLIANCE AND ENFORCEMENT DIVISION**  
**J. GOVE, DIRECTOR**

**Enforcement Program**

Air District Staff documented 174 air pollution violations that resulted in Notice of Violations (NOV) and responded to 836 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

**Berkeley Asphalt (BA), Berkeley:** Two public nuisance violations due to odors were issued to BA by the Air District in December 2020. Two additional odor-related public nuisance violations were issued to BA on February 3, 2021 and February 5, 2021. Staff had several meetings with BA representatives and responded to questions from the community and the City of Berkeley about the BA plant odor situation. BA expects to complete the installation of a blue smoke system within the next few weeks, which should help reduce the odors. Nuisance complaints in West Berkeley have drastically diminished since mid-February 2021, after BA reduced its asphalt plant's operating temperature although BA representatives believe that operational procedures are not the cause of the odors.

**Chevron Refinery, Richmond:** On January 16, 2021, Chevron had a unit upset that resulted in flaring at three flares that lasted intermittently for about 90 minutes. Inspection staff received 10 complaints related to the flaring. No reportable quantities nor ground level monitor exceedances have been reported because of the flaring.

**Phillips 66 Refinery, Rodeo:** On February 23, 2021, Phillips released hydrogen sulfide-rich gas (H<sub>2</sub>S) from a pressure vacuum valve on a tank containing cracked naphtha. H<sub>2</sub>S and odors impacted Rodeo, Crockett, Benicia, and Vallejo. The Benicia and Vallejo Fire Departments sent out engines in response to complaints from the release. Air District inspection staff documented the odors during the event and confirmed 31 odor complaints. Ground level monitors at the Tormey station near Phillips and the East 2<sup>nd</sup> Street station in Vallejo picked up levels of H<sub>2</sub>S (7 – 18 parts per billion) that were not over the regulatory limit but were elevated above background. Staff has issued a Public Nuisance Violation to Phillips 66 for this event.

On March 2, 2021, staff participated on a regulatory panel at the annual Lehigh Southwest Cement, Town Hall Meeting hosted by Santa Clara County Supervisor Joe Simitian. Staff provided the 'virtual' audience information about the Air District's regulatory oversight at Lehigh and answered the audience's air quality questions as posed by Joe Simitian. Other participating agencies included the Santa Clara Department of Planning, Environmental Health and Legal

Counsel, the United States Environmental Protection Agency (US EPA), the San Francisco Regional Water Quality Board, the City of Cupertino, and others.

On March 3, 2021, staff met with representatives (reps) from the US EPA and the US Department of Justice (DOJ) to collaborate on developing a set of follow-up questions for Lehigh Southwest Cement reps regarding their January 2021 submittal of an Initial Design and Optimization Protocol required as part of the Lehigh Consent Decree. The protocol is the first step in a process to find the lowest possible sulfur dioxide emissions limit from the kiln.

On March 3, 2021, staff met with the California Air Resources Board (CARB), US EPA, and other Air Districts to discuss the CalEPA metal shredders enforcement initiative. The initiative targets nine (9) statewide metal shredding operation for compliance evaluations on a multi-media front that includes several CalEPA agencies and their local partners. On the air quality side, emphasis will be on volatile organic compounds (VOC) and light fibrous materials (LFM) emissions. The Bay Area has two metal shredders of interest: Sims Metal Management and Schnitzer Steel.

In February 2021, staff submitted the Air District's annual burning report to CARB. The report provided key information regarding agricultural and prescribed burning conducted in the Air District during calendar year 2020.

Staff participated in monthly conference calls with Lehigh Southwest Cement representatives to discuss ongoing compliance and permitting issues at this Portland Cement manufacturing facility and quarry.

### **Compliance Assurance**

Air District Staff conducted over 1900 source inspections of permitted facilities, gasoline dispensing stations, asbestos demolition and renovation jobs, open burning, portable equipment, and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

On January 21, 2021, staff met with the South Bay Odor Attribution Study consultants Jacobs Engineering and Montrose Environmental Group, for an overview and analysis of the data collected from the first odor sampling event of the South Bay Odor Attribution Study conducted in October 2020. The odor study aims to investigate the odor problem impacting the Milpitas community from the three (3) large organic waste facilities adjacent to it: Newby Island Landfill, ZWED, and the San Jose Santa Clara Regional Wastewater Treatment facility.

On January 21, 2021, staff participated in the quarterly South Bay Odor Stakeholders Group (SBOSG) meeting. Stakeholders included local government and state representatives, enforcement agencies, industry, and community members with the group's goal of addressing and resolving community concerns of the south bay odor problems through an open and transparent process. Staff provided an update on the South Bay Odor Attribution Study and a summary of the quarterly air quality odor complaints received in the Milpitas area.

On January 25, 2021 and January 26, 2021, staff attended the 'Prescribed Fire Training 2021' training hosted by the California Air Pollution Control Officers Association (CAPCOA). The training focused on the state's Prescribed Fire Incident Reporting System (PFIRS) and new

thinking about burning in the state. New technologies were also demonstrated such as mapping tools, smoke modeling, and a new smoke spotter application.

On March 24, 2021, staff participated in a conference call with State Senator Becker's Office regarding proposed legislation, Senate Bill 596 (SB-596) Greenhouse Gases (ghg): Cement and Concrete Production. Staff voiced concerns about draft language within the bill requiring any community adjacent to cement manufacturing facilities to be automatically included as an Assembly Bill 617 (AB 617) community.

Staff held monthly conference calls with a CARB representative in an effort to integrate the Air District's existing prescribed burn and smoke management plan procedures into the statewide Prescribed Fire Information Reporting System (PFIRS). The integration timetable was pushed back due to unforeseen system bugs found during beta testing. Staff believes integration may occur sometime mid-year.

Staff participated in conference calls with CAPCOA's Prescribed Burn Workgroup on February 25, 2021 and March 25, 2021. Meeting participants included representatives from CAPCOA, CARB, US EPA, and other local air districts.

Staff approved four (4) Asbestos Dust Mitigation Plans (ADMP) for the following projects: RIN NOA-0177, 0193, 0194 & 0195 for 3333 California Street Phases 1, 2, 3 & 4 in San Francisco. These NOA (Naturally Occurring Asbestos) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis. Six (6) proposed ADMP applications were under review. In addition, staff reviewed three ADMP revision requests and approved ADMP revisions for the following projects: 1.) RIN NOA-0104 Communication Hills Project in San Jose; and 2.) RIN NOA-0192 Potrero Phase 2 Project in San Francisco.

New contracts for the Agricultural Waste Chipping program and the Wildfire Prevention Chipping Pilot program were signed and are now accepting applications. Each program, allotted up to \$150,000 each, offers free chipping services from Davey Tree Expert Company to qualifying operations to dispose of material in lieu of open burning material. The services are available on a first-come, first-served basis until funding is exhausted. This is the first year for the Wildfire Prevention Chipping Pilot program, which aims to reduce fuel loads and wildfire risk to prevent and mitigate future wildfires.

Staff held monthly conference calls with CARB in an effort to integrate the Air District's existing prescribed burn and smoke management plan procedures into the statewide Prescribed Fire Information Reporting System (PFIRS). Integration is on track for the first half of 2021.

### **Compliance Assistance and Operations Program**

Air District staff are working closely with CARB to finalize program guidelines and funding allocation from Assembly Bill 836 (AB 836), *Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations*. CARB has set aside \$3 million to pilot the program in the Bay Area, \$750,000 to San Joaquin Air Pollution Control District, \$250,000 to South Coast Air Quality Management District and \$1 million to other air districts. CARB is reviewing the program

guidelines and recommendations from Air District staff and developing additional funding guidelines that provide flexibility to address regional needs of other air districts. Air District staff presented two strategies to CARB that improve air filtration in public buildings during wildfires: 1) provide funding to county emergency management authorities and disaster response agencies to purchase portable air filtration units and high performance air filters for designated evacuation centers and sheltering facilities, and 2) provide cities and school districts with designated AB 617 communities (Years 1-5 communities) and disadvantaged communities with funding to upgrade and/or install HVAC systems, purchase portable air filtration units or high performance air filters that have a Minimum Efficiency Reporting Value (MERV) of 13 or greater. CARB plans to host a public workshop in May to finalize program guidelines and make funding available by the upcoming wildfire season.

As part of the Air District's Wildfire Air Quality Response Program, staff continued development of a new Home Air Filtration Program in partnership with the Regional Asthma Management and Prevention (RAMP) to help provide indoor home air filtration units to those most vulnerable to wildfire smoke. RAMP is a non-profit, advocacy organization working to reduce the burden of asthma with a focus on health equity. They are also the technical advisor to the State of California's Asthma Mitigation Project (AMP) with seven (7) Bay Area community-based health care providers and health departments to provide in-home visiting services to low-income individuals with poorly controlled asthma. As an extension to this program, the Air District's partnership with RAMP will help distribute portable indoor air filtration units to patients enrolled in the program. Funding of up to \$100,000 has been set aside for the new program. Staff developed a Request for Quotes (RFQ) with assistance from Administrative Resources Division staff, to solicit bids for bulk-purchase pricing for units that use a true high-efficiency particulate air (HEPA) filter, are both CARB and ENERGY STAR certified, and is certified by the Association of Home Appliance Manufacturers (AHAM) to have a minimum Clean Air Deliver Rate (CADR) for smoke. The RFQ was posted April 1, 2021 and bids are due by April 30, 2021 with the goal of making air filtration units available for the program before the upcoming wildfire season.

Air District Staff received and evaluated over 2,479 plans, petitions, and notifications required by the asbestos, coatings, open burn, tank, and flare regulations. Staff received and responded to over 63 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

- Staff worked on updates to the Commuter Benefits Advisory to allow for telework option for employers registered in the program. Staff worked with Metropolitan Transportation Commission (MTC) to update support documents, website pages and registration database to allow for the telework option. The advisory will be released along with a press release scheduled for early May 2021.
- Air District staff approved 17 prescribed burn smoke management plans in Contra Costa, Marin, Napa, San Mateo, Santa Clara, and Sonoma County.
- Air District staff approved eight (8) marsh smoke management plans in Solano County.
- Staff mailed out 328 informational packets to residences that received complaints regarding wood burning. During the first quarter of 2021, the Air District received 533 complaints regarding wood burning.

- Air District staff completed the data verification and posting of refinery flare monitoring data through January.
- Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 12 projects and 68 engines.

**TECHNOLOGY IMPLEMENTATION OFFICE  
A. FOURNIER, OFFICER**

The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed development and deployment of climate technologies in the Bay Area and beyond.

**Climate Tech Finance:** Climate Tech Finance uses innovative financial instruments to encourage commercialization and adoption of low-carbon technologies. Our products are offered through a unique partnership between the Air District and the California Infrastructure and Economic Development Bank (IBank). ([www.baaqmd.gov/ctf](http://www.baaqmd.gov/ctf))

To support climate technology development, the Climate Tech Finance program offers a first-of-its-kind loan guarantee. This de-risking insurance will pay a commercial lender up to 90% of a loan value, to a maximum of \$2.5 million, in case of a default on a loan made to a technology venture bringing new climate tech to market. This loan guarantee enhances the credit of technology startups and increases their access to working capital that can fuel their growth. The Air District markets and develops these loan guarantees in close cooperation with NorCal Financial Development Corporation (NorCal FDC), an Oakland-based affiliate of IBank.

Companies funded by banks who received Climate Tech Finance loan guarantees:

- **SW/TCH Maritime**, a hydrogen fuel cell ferry in San Francisco Bay anticipated to displace diesel-powered harborcraft on an Oakland-San Francisco route.
- **Gridscape Solutions**, a microgrid developer who is installing software-enabled solar-battery microgrids at municipal facilities around the Bay Area.

Staff and NorCal FDC continue to support advancement of loan applications of qualified projects and to identify other prospects across industrial sectors. The following companies have been qualified to have their lending insured with a loan guarantee and include technology ventures in energy storage, microgrid, construction, and data center spaces:

- **Blue Planet**, a production facility in Pittsburg that will recover carbon dioxide from flue gas and sequester it in synthetic limestone and recycled concrete.
- **Intertie**, an energy storage technology that integrates solar power generation with battery-boosted EV fast charging.
- **Silverback Data Center Solutions**, an energy efficient cooling technology that decreases air conditioning energy demand in data centers by up to 75%.
- **Electriq Power**, a residential energy storage technology that reduces peak electricity usage and prevent diesel backup power.

- **AEST**, an energy recovery and electricity production system at the Port of Oakland that supplies low-carbon power and improves port resilience.
- **OhmConnect**, a demand-response aggregation platform that shapes residential electricity usage away from peak power periods.
- **UCAP Power**, an ultracapacitor solution that offer a long-lasting and reliable power storage.
- **Paired Power**, a manufacturer of electric vehicle (EV) canopy chargers that charge directly via solar power.

Staff are in conversation with another half dozen promising leads and a dozen additional prospective users of this program. These small business technology ventures are in bioplastics, energy management, construction, transportation, and resource recovery spaces.

To widen the market for Climate Tech Finance and to gain customer insights that can help develop and refine our products, staff are working with a marketing and product development services contractor. The team developed a strategic marketing plan and draft communications plan to expand the impact of the program.

Air District staff developed a retrospective Climate Tech Finance impact report. The objective of this report is to review how the program was imagined, how it was implemented, what happened when we took two financial tools to market, and how to interpret the results.

**Clean Cars for All:** Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with a newer, cleaner vehicle or mobility options (e.g. public transit passes). ([www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall))

To date the Air District has received \$24 million in program and administrative resources to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and California Climate Investments (CCI) and Volkswagen Settlement (VW) which are both administrated by CARB.

Due to high demand and low funding, CCFA removed the hybrid electric vehicle replacement option and moved to an application waitlist on September 14, 2020. The waitlist was closed on December 22, 2020. There are currently 212 applications on the waitlist.

CCFA relaunch on January 22, 2021 with \$5 million in TFCA. Funding will be limited to disadvantaged communities and grantees enrolled in an eligible state or federal low-income assistance programs may receive an additional \$500.

CARB notified TIO staff in January 2021 that the Air District will be awarded an additional \$3 million in Air Quality Improvement Program funds for the CCFA program based on the status of our program in comparison to other Air Districts.

Here are key program highlights:

- 2,222 applications have been submitted since the program opened in March 2019, and 1,813 awards have been made (totaling over \$14.60 million). Over 1250 grantees purchased new vehicles, 12 grantees received PEX cards for public transit and other mobility options, 100 grantees installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 22% were battery electric vehicles (BEV), 53% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 1% percent were hydrogen fuel cell vehicles (FCEV), and 1% were mobility option.

### Clean Cars for All Program Key Performance Indicators (KPI)

#### Clean Cars for All Program KPI Totals to Date (2019-2021)

Total budget	\$20.4M
Total available	\$3.7M (i.e. not awarded)
Applications received	2,222
Funds awarded	\$14.6M / 1,813 grantees
Funds paid	\$12.8M / 1,641 payments

#### Clean Cars for All Program KPI Totals During Q1 of 2021

Applications received	332
Funds awarded	\$1.28M / 152 grants
Funds paid	\$2.15M / 277 payments

**Charge! Program for Electric Vehicle (EV) Infrastructure:** Charge! provides grants for installation of light-duty electric vehicle charging infrastructure, focusing on expanding the coverage of charging stations, especially in multi-unit dwellings and along transportation corridors. ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge))

- Staff continue to administer and monitor current Charge! program projects for compliance.
- The Fiscal Year Ending (FYE) 2021 Charge! Program application submission deadline was on March 18, 2021.
- The Charge! Program launched on December 28, 2020 and closed on March 18, 2021. Twenty-five applications were submitted requesting nearly \$13 million in funding. Applications are under evaluation and a panel will rank the projects to determine which projects to fund.

#### Charge! Program KPI Totals to Date (Calendar Year 2021) – program currently open

<b>Total budget</b>	\$6,000,000
<b>Applications received</b>	25
<b>Funds awarded</b>	\$0
<b>Funds paid</b>	\$0

## **Outreach and Partnerships**

TIO continues to organize the **Bay Area EV Coordinating Council** and convene quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. An EV Council meeting was held on March 25, 2021 and focused on the unique barriers to installing EV charging at multi-family buildings. Panelists from Ecology Action, Energy Solutions, EVmatch, and Land and Houses USA participated in the meeting.

Staff has developed the Bay Area EV Acceleration Plan and a complementary webpage to host a vast array of EV resources for residents and EV stakeholders. The EV Acceleration Plan was posted on the Air District's website and an e-blast will go out on April 1st requesting public comment on the draft plan. Comments are due by April 28, 2021. Staff will present the Acceleration Plan to the TIO Steering Committee on May 28, 2021.

The Air District joined several other organizations to push for more equitable California State building code updates. The process to update the CALGreen Codes began in December 2020 and will likely end this summer. Staff is working with CAPCOA to develop a coordinated position on the new codes.

Staff is working to develop a partnership with StopWaste to provide technical assistance to encourage EV charging installations at multi-family buildings serving low-income residents or located in AB 617 communities.

## **Sponsorship and Conferences**

TIO and the Air District will be the Mobility for All sponsor for the 2021 Roadmap Conference. Tin Le will be presenting about Clean Cars for All at the Clean Mobility – Driving to 2030 with Speed and Equity webinar on April 28, 2021. This webinar is sponsored by the Air District.

**ENGINEERING DIVISION  
P. LEONG, DIRECTOR**

## **California Environmental Quality Act (CEQA) Projects**

**Schnitzer Steel's Ocean-Going Vessel (OGV) Increase Project (Oakland):** Schnitzer Steel submitted Permit Application #29411 to increase the allowable number of OGVs transporting materials from Schnitzer Steel's scrap metal recycling facility in Oakland, California from 26 ship calls per calendar year to 32 ship calls per calendar year. Recently, smaller ships and partially loaded ships have been used to transport Schnitzer Steel's scrap metal, resulting in the need to have more ship calls per year to transport the same amount of material. This application will not change any of the existing throughput limits at this facility. The Air District is Lead Agency under CEQA for this Schnitzer Steel permit application. The Air District has contracted with Environmental Audit, Inc. to conduct the CEQA review and prepare the CEQA documentation for this project. The Air District is working on the CEQA Initial Study and is currently incorporating relevant information from several local planning documents into its draft project description.



## **Permits and Projects**

**Chevron (Richmond):** The Chevron Richmond Refinery applied to retrofit an existing gasoline storage tank with a dome. The project is required per the City of Richmond's Conditional Use Permit ("Reactive Organic Compound (ROG) Mitigation" measure 4.3-5f) issued for the Chevron Modernization Project and must be completed within three years of commencement of Chevron Modernization Project Operations, which occurred in the third quarter of 2018. The proposed dome is estimated to reduce Precursor Organic Compound (POC) emissions.

**Chevron Technology Center (Richmond):** Chevron Richmond Technology Center has applied for an alteration to replace the current internal floating roof on S-31 Gasoline Storage Tank for preventative maintenance. The proposed replacement should reduce organic emissions. The Authority to Construct was issued and a Notice of Exemption was filed with Contra Costa County on February 11, 2021

**Tesoro Refining & Marketing Company, LLC – Marathon (Martinez):** Marathon has applied for a Permit to Operate S-1599 Emergency Diesel Generator. The emergency diesel generator is used to provide backup power to Marathon's Surge Pond No. 2 pump. S-1599 is currently registered under the California Air Resources Board's (CARB) Statewide Portable Equipment Registration Program (PERP). However, Marathon would like to change the status of the engine from portable to permanent to maintain the engine onsite as needed for emergency situations. S-1599 will be used during emergency situations and reliability-related activity will be limited to no more than 50 hours per year. The project meets Best Available Control Technology (BACT) requirements and passed the Health Risk Assessment for toxics New Source Review. The Permit to Operate was issued and the Notice of Exemption for CEQA was filed on March 19, 2021.

**Phillips 66 San Francisco Refinery (Rodeo):** Phillips 66 applied to bank Interchangeable Emission Reduction Credits (IERCs) in accordance with Regulation 2, Rule 9 (Rule 2-9). The emission reductions occurred at their Hydrogen Reforming Heater (U110 H-1) from 2016 through 2019. IERC certificates were issued on April 1, 2021. A Notice of Exemption will be filed with Contra Costa County.

**Valero Refining Company - California (Benicia):** On February 3, 2021, the Air District issued a Permit to Operate to Valero Refinery for one (1) of two (2) vapor recovery compressors. The second one has yet to be installed. The new compressor replaced the existing, end of life compressor. The project is an alteration and there will be no increase in emissions.

**Shore Terminals LLC – NuStar (Crockett):** In December of 2020, Shore Terminals was originally issued an Authority to Construct for three prime diesel engines used to power an existing portable nitrogen generation system for storage tank nitrogen blanketing. Nitrogen blanketing is essential for the safe operation of four existing fixed roof storage tanks. The facility had originally planned for these to operate only while electrical infrastructure improvements to accommodate the use of electric air compressors to power this operation were underway. However, the electrification project has been delayed resulting in the need to utilize the engines at this location for more than twelve months, which requires permits. Shore Terminals has submitted an additional request for an increase in operating hours and will commit to permanently removing these engines by November 2023. The engines continue to meet Best Available Control Technology (BACT)

and BACT for Toxic Air Contaminants (TBACT) and hours of operation are restricted to pass the Health Risk Assessment. A permit condition will be added to require decommissioning and removal of the engines by the end of November 2023. The Change of Conditions and Permits to Operate were issued and the Notice of Exemption was filed with Contra Costa County on February 19, 2021.

**Bay View/Hunters Point (BVHP) Facilities (San Francisco):** On March 17, 2021, staff gave a presentation to the Bay View/Hunters Point Environmental Justice Task Force regarding several facilities in the neighborhood: two (2) concrete batch facilities, two (2) material handling facilities, and one (1) rendering plant. The presentation described the operations for each facility type and provided an update on permit status, completed and planned emission controls, and enhanced inspection activity in the neighborhood.

**Recology (San Francisco):** On January 27, 2021, the Air District issued Permits to Operate to Recology for the Material Recovery Facility (MRF). The sources include solid, organic waste transfer and recycling storage operations. All five permitted sources existed before 2015.

**Metcalf Energy Center (San Jose) and Delta Energy Center (Pittsburg):** The Calpine Corporation has proposed thermal improvement projects for incremental megawatts for the State of California for summer 2021 in response to heat events of summer 2020. The incremental capacity at the power plants is designed to provide additional reliability to the grid and should help prevent the use of diesel generators for grid supplementation during extreme heat events. The proposed projects consist of changing the hot gas path components such as turbine blades, nozzles and associated structural elements to operate the turbines at increased firing temperature. Additional temperature sensors, instrumentation, controls, and piping will also be added. The projects will improve the combustion turbine heat rate and generate more power from the same amount of fuel. The project is not expected to affect the low NO<sub>x</sub> combustors or the selective catalytic reduction emissions control systems. The facility will continue to meet all current emissions limits and the specified turbine capacities in the existing permit. There will be no increase in emissions and the projects are defined as alterations. The California Energy Commission (CEC) is the state permitting agency for power plants. The CEC has confirmed that no amendments to the licenses are necessary. The Authority to Construct was issued to Metcalf Energy Center (San Jose) and a Notice of Exemption with Santa Clara County was filed on February 4, 2021. The Authority to Construct was issued to Delta Energy Center (Pittsburg) and a Notice of Exemption with Contra Costa County was filed on February 10, 2021.

**Reopening of the Turk Island Landfill (Union City):** The Turk Island Landfill has been a closed landfill since 1988. On March 18, 2021, Turk Island was issued an Authority to Construct to temporarily move waste and soil on the site excavated from adjacent parcels. Waste and soil will be checked for any hazardous materials. The excavated parcel will be backfilled with clean soil for construction of houses, and the transferred waste will also be capped with clean soil. Union City was the lead agency for the CEQA review of this project. The project triggered BACT, TBACT, and will require taking up to three (3) landfill gas wells offline while waste is being added to the landfill. Due to potential high acute health impacts to neighboring residents, continuous particulate matter (PM<sub>10</sub>) monitoring and testing for toxic PM air contaminant contents has been required to ensure stringent control of PM emissions and compliance with Regulation 2-5: New Source Review of Toxic Air Contaminants.

**Schnitzer Steel (Oakland):** The Air District issued an Authority to Construct to Schnitzer Steel for a 779 hp, Tier 4, diesel-fired engine that will provide back-up power to facility operations during emergencies. The proposed engine will be limited to 50 hours per year of reliability related testing time. A Notice of Exemption (NOE) for this project was filed with Alameda County on January 21, 2021.

**Irvington Memorial Cemetery (Fremont):** On February 10, 2021, the Air District issued a Change of Conditions to Irvington Memorial Cemetery that modified the record keeping format for their annual limit from a rolling 365-day period to a rolling 12-month period for consistency with standard permit conditions for crematories. The facility's request to increase annual cremation rates for their S-1 and S-2 units is still under review and will require a public comment period due to nearby schools.

**Petaluma Creamery (Petaluma):** On February 19, 2021, the Air District issued the Permit to Operate for a new steam boiler replacing two existing, unpermitted steam boilers that could not meet the requirements of Regulation 9, Rule 7 ("Nitrogen Oxides and Carbon Monoxide from Industrial, Institutional and Commercial Boilers, Steam Generators, and Process Heaters"). Engineering needs the results of a source test to determine whether an existing milk dryer can meet permitted limits to receive a Permit to Operate.

**COVID-19 Projects (Alameda):** On January 20, 2021, the Air District issued an Authority to Construct to 1020 Atlantic Avenue for a 389 bhp diesel-fired emergency engine that will provide back-up power to operations that are researching COVID-19 therapies and vaccines.

**CAPCOA Engineering Managers Committee Conference Call:** On January 25, 2021 and January 26, 2021, staff participated in the CAPCOA Engineering Managers Committee conference call. It was confirmed that this year's Chair is Mary Giraudo of Monterey Bay Air Resources District, Vice-Chair is Barry Young of the Bay Area Air Quality Management District, and Secretary is Ali Ghasemi of Ventura County APCD. During the call, important topics of common interest were discussed including: CARB updates on the CalEPA Metal Shredder Initiative and data center permitting, CalRecycle update on its organic waste/composting study, and EPA updates on the new Administration transition. Also, the air district participants discussed Assembly Bill 617 (AB 617) updates and implementation of the Criteria Pollutants and Toxic Air Contaminants Reporting Regulation (CTR) and the AB 2588 Air Toxics "Hot Spots" Emissions Inventory Criteria and Guidelines Regulation (EICG). The committee also got updates from the Enforcement Managers, Vapor Recovery subcommittee, CAPCOA, and the toxics risk managers committee (TARMAC). In addition, the committee discussed new BACT determinations and unique permitting activities and plans for the CAPCOA Engineering and Toxics Symposium this fall.

**CARB's Office of the Ombudsman:** Each year, CARB's Office of the Ombudsman asks all 35 local air districts in California to submit information on their small business outreach activities. CARB is required to send this information to U.S. EPA's Office of Small Business Advocacy to be included in a national report provided to Congress each year. Staff worked with other divisions to compile the requested survey data and submitted it to CARB in March.

**National Association of Clean Air Agencies (NACAA):** Staff participated in the monthly conference calls of the NACAA Permitting and New Source Review Committee. During the February call, attendees discussed with U.S. EPA about its current review of the rules and policies from the previous Administration and opportunities on how best to engage with NACAA and state/local agencies members on this review. During the March call, CARB presented, demonstrated, and answered questions about its AB 617 Technology Clearinghouse. The attendees also received an update from U.S. EPA about the status of the improvements to its Reasonable Available control Technology/Best Available Control Technology/Lowest Achievable Emission Rate (RACT/BACT/LAER) Clearinghouse.

### **Rule Development and Implementation**

**Webinar – BACT for Large Emergency Standby Diesel Engines:** On March 29, 2021, staff conducted a webinar to discuss permitting requirements for emergency standby diesel engines greater than 1000 brake horsepower-hour. The focus of the webinar was to discuss achieved-in-practice BACT for large emergency standby diesel engines, EPA Tier 4 emission standards, source testing requirements and other permit requirements. The webinar was well attended by potential applicants, representatives of permitted facilities, manufacturers, and government agencies. An archived video of the webinar and supporting documents have been posted to the Air District website.

**Regulation 3, Fees:** On February 18, 2021, staff conducted a public workshop to present and discuss proposed amendments to Regulation 3, Fees. The workshop was held virtually using a Zoom webinar format. On March 15, 2021, the Air District hosted a Budget Advisory Group (BAG) meeting to present and discuss the current proposed Air District budget and fee amendments under consideration for fiscal year 2022. BAG is composed of Air District staff, representatives from the Board of Directors and members from the regulated community. This is the second BAG meeting to discuss these topics. On March 17, 2021, staff provided a briefing on the proposed fee amendments at the Administration Committee meeting.

**Regulation 11, Rule 18, Reduction of Risk from Air Toxic Emissions at Existing Facilities:** Regulation 11, Rule 18, or Rule 11-18 requires that Bay Area facilities reduce health risks if facility health risks exceed a risk action level (RAL). A site wide HRA is necessary to determine the facility health risks due to routine and predictable toxic emissions from stationary sources at the facility. The current list of Phase I facilities is available on the Air District web site at: <https://www.baaqmd.gov/community-health/facility-risk-reduction-program/facility-risk-reduction-list>.

Once a preliminary HRA is complete, it is sent to the facility for a 90-day review period. The Air District will respond to facility comments and post a draft HRA on the web site for public review. After the 45-day public comment period, staff will consider all comments, make any necessary revisions to the HRA, and post a final HRA on the web site. The requirement for risk reductions will be identified in the final HRA report. If risk reductions are required, the facility will have 180 days to submit a risk reduction plan.

During the last quarter, the Air District posted an updated Health Risk Assessment Modeling Protocol on the web site, completed inventory reviews for two (2) facilities, and submitted one (1) HRA to a facility for 90-day review. Staff is planning to post the draft HRA for AB&I Foundry on April 9, 2021 and is planning to hold a public workshop to explain the HRA and facilitate public comment on May 7, 2021.

**Status as of March 31 for the Phase I facilities**

<b>HRA Review Stage</b>	<b>Number of Facilities</b>
Validating Inventory and HRA Input Data	13
Preparing Preliminary HRA	15
On 90-Day Facility Review	1
Preparing Draft HRA	3
On 45-Day Public Comment	0
Preparing Final HRA	2
Final HRA Complete	0

**Regulation 12, Rule 15, Petroleum Refining Emissions Tracking:** Staff sent petroleum refineries and their support facilities files to report facility-wide emissions inventories which are due April 15. Staff worked with the Western States Petroleum Association (WSPA) on ways to improve the review process as well as scheduled preliminary meet and confer calls with each petroleum refinery. Staff is finalizing review of emissions inventories submitted in 2020.

**Heavy Liquids Study:** Staff is working with Legal, Enforcement, and Rule Development to address a path forward for developing revised average emission factors for fugitive emission leaks from heavy liquid service components. Staff participates in biweekly conference calls with WSPA’s technical personnel to discuss methodologies for developing revised average emission factors.

**Assembly Bill 617 (AB 617):** Division staff continue to participate in the implementation of AB 617 as part of the Air District’s working group on the technical assessment and source apportionment of the Richmond/San Pablo community emission reduction plan (CERP). Staff continues to work with the CARB, CAPCOA, and other local air districts as part of the CARB’s BACT / Best Available Retrofit Control Technology (BARCT) Working Group on reviewing and commenting on the AB 617 Technology Clearinghouse being developed by CARB and its consultants. AB 617 required CARB to establish and maintain a statewide Technology Clearinghouse that identifies the best technologies for reducing emissions, namely BACT, BARCT, and related technologies for the control of toxic air contaminants. CARB is developing a technology clearinghouse of air district rules and control technologies as required under its AB 617 program and is working with CAPCOA and local air districts to ensure the information is useful and meets the needs of users. At the January meeting, staff participated in the discussions on submitting BACT determinations to the CARB BACT Clearinghouse and CARB’s continuing update of its NexGen Technology website to add mobile source (locomotive and harbor craft) and

biomass combustion categories. At the February meeting, staff participated in the discussions on the status of CARB's Technology Clearinghouse and the BAAQMD's achieved in practice BACT requiring meeting Tier 4 emissions standards for diesel emergency standby engines greater than or equal to 1,000 brake horsepower. At the March meeting, CARB just gave a status update on its CARB's Technology Clearinghouse development.

**LEGAL DIVISION  
B. BUNGER, DISTRICT COUNSEL**

The following summarizes the activities of the District Counsel's Office for the First Quarter.

The District Counsel's Office received **192** violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for **119** violations reflected in NOVs. In addition, two (2) Final 30 Day Letter(s) were sent regarding civil penalties for three (3) violation(s). Finally, settlement negotiations resulted in collection of **\$69,600** in civil penalties for **59** NOVs.

Counsel in the District Counsel's Office initiated settlement discussions regarding civil penalties for seven (7) violation(s). Settlement negotiations by counsel resulted in collection of **\$225,250** in civil penalties for **47** violation(s).

**COMMUNICATIONS AND PUBLIC INFORMATION DIVISION  
K. ROSELIUS, OFFICER**

**Media Inquiries**

Staff responded to 34 media inquiries, including requests about:

- Chevron settlement
- Crematoriums
- Wildfires
- Spare the Air
- Chevron flaring
- Chevron
- West Oakland air monitoring
- Phillips 66 wharf
- Urban heat islands
- Rideshare driver survey
- Chevron oil spill
- EV adoption
- Refineries
- West Oakland community outreach
- School legislation
- AB 617

- Spare the Air survey
- Oakland air quality data
- Phillips 66
- Backup generators

### Media Events/Op-eds

- Charge! program launch – 1/12.
- AB&I HRA – 4/09

### Media Highlights

The Air District was mentioned in 365 print/online stories and 412 radio/video clips from January through March 2021. Below are media coverage highlights:

- 03/26/2021 [California authorizes summer reliability fixes despite concerns over backup diesel generation](#)
- 03/24/2021 [Rebuilding Big Basin](#)
- 03/24/2021 [Caltrain Says It's Installing E-Lockers At Most Stations](#)
- 03/23/2021 [Short Lines: Part of the 'Green' Solution](#)
- 03/22/2021 [Fresh Air Vallejo wins Blue Rivet Award for grassroots activism](#)
- 03/15/2021 [Youth Participatory Action Research observe disproportionate air pollution for Black residents in Richmond](#)
- 03/11/2021 [Fire broke out at Tesla factory in Fremont, California](#)
- 03/11/2021 [Planning Department refines rules for backup generators](#)
- 03/10/2021 [Lehigh faces oversight, environment challenges](#)
- 03/09/2021 [Sonoma County Biomass Business Competition looking for entries](#)
- 03/02/2021 [Petition calls for regulation, air pollution controls at Berkeley Asphalt](#)
- 03/01/2021 [The Chevron Oil Spill Reminds Us Why We Need a Just Transition](#)
- 02/27/2021 [Prescribed burn rescheduled for Tuesday at Pacific Union College forest](#)
- 02/26/2021 [CARB scrap-and-replace incentive program Clean Cars 4 All reaches 10,000th participant milestone](#)
- 02/26/2021 [Angwin's Pacific Union College forest to have control burn Sunday](#)
- 02/25/2021 [Backlash Grows in Wake of Chevron Oil Spill](#)
- 02/24/2021 [Why It's Hard to Stop Chevron From Polluting the Bay](#)
- 02/24/2021 [State orders West Oakland recycler to clean up its site and its neighbors' too](#)
- 02/23/2021 [EPA contest seeks ideas for a cheap air cleaner for wildfire season](#)
- 02/22/2021 [Chevron Says Flawed Electrical Diagram Triggered Major Flaring Incident](#)
- 02/21/2021 [Bay Area wants low-income residents to swap polluting cars for sustainable transportation](#)
- 02/21/2021 [Lehigh quarry update set to address residents' ongoing concerns](#)
- 02/17/2021 [Do you have range anxiety?](#)
- 02/10/2021 [Petroleum spills into San Francisco Bay at Chevron refinery](#)
- 02/10/2021 [Chevron Richmond Refinery Spill: As Crews Mop Up, Investigators Move In](#)
- 02/10/2021 [Update: 500-750 Gallons Released In Chevron Richmond Refinery Spill, No Wildlife Impacts Reported](#)
- 02/10/2021 [Update green building codes to make EV charging available for everyone](#)
- 02/09/2021 [About 600 gallons of oil spilled from Chevron Richmond, California site](#)

- 02/09/2021 [T'm really scared': Neighbors sound off after 600-gallon oil spill near Richmond's Chevron refinery](#)
- 02/09/2021 [Richmond: Cleanup at Chevron refinery oil spill site, city beaches continues after leak](#)
- 02/09/2021 [Chevron Refinery leaks 600 gallons of oil into San Francisco Bay](#)
- 02/08/2021 [San Diego air district overhaul underway with selections for new oversight board](#)
- 02/08/2021 [Bored kids? Break out the bike](#)
- 02/08/2021 [Bauer-Kahan introduces climate change and gender equity legislation](#)
- 01/29/2021 [Planning Commission Approves Another Data Center, Questions Future Of Data Center Projects](#)
- 01/25/2021 [Hydrogen advocates look to capitalize on California's goal to replace diesel for back-up generation](#)
- 01/23/2021 [10 steps to prevent future wild fires](#)
- 01/17/2021 [Flaring reported at Chevron refinery in Richmond](#)
- 01/17/2021 [Overnight flaring at Chevron Richmond refinery under investigation](#)
- 01/17/2021 [Air District Investigating Flaring At Richmond Chevron That Lit Up The Night Sky](#)
- 01/17/2021 ['Processing unit upset' causes Saturday Chevron refinery flaring](#)
- 01/17/2021 [Level 1 Flaring Incident Reported At Chevron Refinery](#)
- 01/15/2021 [San Ramon residents file appeal challenging new 32-pump Costco gas station](#)
- 01/13/2021 [Electric car charging station grants available from Bay Area air district](#)
- 01/11/2021 [Era of 'good fire', collaborative vegetation management is here: "Prescribed Burning" panel discussion Jan 15](#)
- 01/09/2021 [Napa County desperate for wildfire fixes before next fire season](#)
- 01/02/2021 [Environmental Impact Concerns Stall Whole Foods Store's Move into New Geary and Masonic Location](#)
- 01/01/2021 [Renewed call for shipyard excavation moratorium – the legal legacy of harm to the Hunters Point community](#)

## **Press Releases**

- 04/12/2021 [Air District releases AB&I Foundry draft health risk assessment](#)
- 03/08/2021 [Air District Board appoints Richmond-North Richmond-San Pablo Community Steering Committee members](#)
- 02/02/2021 [Bay Area Air District statement on Biden administration's climate policies](#)
- 01/26/2021 [Air District launches the Sonoma County Biomass Business Competition](#)
- 01/22/2021 [Air District staff seeks public feedback on efforts to reduce particulate emissions from refinery fluidized catalytic cracking units at virtual workshop.](#)
- 01/12/2021 [Air District's Charge! Program offers \\$6 million for electric vehicle charging stations](#)

## **Public Inquiries**

Phone: 116 public calls

## **Events**

- Participation in most events has been cancelled due to COVID-19. Some participation in digital events and specially requested Spare the Air presentations.
  - Christmas in the Park: November 27, 2020 – January 3, 2021 in San Jose.



- Presentation to the Retired Public Employees' Association of California - Santa Clara County Chapter – January 27, 2021 at 12 p.m. (virtual).
- Rotary Club of Castro Valley – March 2021/April 2021.
- Almaden Lions Club – February 3, 2021.
- Developed virtual Spare the Air booth for Spare the Air and Air District events.
  - Finalizing content, design.
  - Spare the Air virtual booth is now live on the website: [sparetheair.org/virtual-booth](https://sparetheair.org/virtual-booth)

## **Spare the Air**

- Advertising:
  - “Smoke is Smoke” ads:
    - Continued to run both “Smoke is Smoke” and “It’s Time” spots for the remainder of the winter buy.
    - Continued to monitor engagement on “Smoke is Smoke” ads on Facebook.
      - Adjusted as needed to address comments, etc.
  - Light pole banners:
    - Staff coordinated winter season light pole banner placements in the cities of Sausalito and San Bruno.
      - San Bruno
        - Banners are posted and will remain up until the space is needed.
      - Sausalito
        - Worked with Sausalito contacts on review/approval of banners and permitting.
        - Ran January 19, 2021 – February 2, 2021.
  - Summer season:
    - Staff developed initial ideas for the beginning of the 2021 summer Spare the Air season.
    - Staff reviewed initial ideas for the beginning of the 2021 summer Spare the Air season.
    - Staff planned budgeting and strategy for the upcoming summer Spare the Air season.
    - Air District and Prosio participated in planning meeting on March 22, 2021 to discuss initial activities for the upcoming summer Spare the Air season.
    - Air District approved media buys for the upcoming summer and winter seasons.
- Creative:
  - “Smoke is Smoke” TV spot
    - Spots rotated into the buy with Crossings TV and KTSF-TV in Vietnamese and Tagalog.
- Media Relations:
  - Summer season:
    - Staff reviewing PIO outreach content focusing on ozone and particulate matter pollution, the year-round wood burning rule and how to sign up for Spare the Air Alerts.
  - Op-eds:

- Wood burning/wildfire smoke op-ed with the American Lung Association
        - Staff reached out to the Santa Rosa Press Democrat regarding placement of the wood-burning/wildfire op-ed.
    - Letters to the Editor:
      - Staff coordinated with the American Lung Association on a Letter to the Editor to be authored by a pulmonologist from Napa.
        - Letter ran on December 22, 2020.
      - Working with American Lung Association to draft additional letters to the editor for translation and placement in Spanish and Asian-language papers.
    - Door-to-door outreach/Door hangers:
      - Door hanger distribution has been completed in all eight (8) of the selected neighborhoods for this year’s door-to-door outreach.
        - Staff shipped door hangers to Lucky XP for distribution in eight (8) selected neighborhoods.
        - Door hangers were distributed to homes in Hayward, Pleasant Hill, San Carlos, Livermore (2 neighborhoods), Santa Clara, Sausalito and Napa.
        - Staff tracked and recorded survey responses received from the winter season door-to-door outreach.
          - Safeway/Peet’s gift cards mailed out to respondents.
          - Staff reviewing data and preparing summary for end-of-campaign report.
      - Door hanger campaign in West Oakland community:
        - Staff coordinating distribution of informational door hangers in West Oakland.
          - Distribution of 1,400 informational door hangers in West Oakland neighborhoods complete.
    - Meteorologist Roundtable:
      - Coordinating dates for the meteorologist interview roundtable.
        - Continuing outreach to local media to pitch the “Air Quality Forecasting 101” virtual interviews with Air District meteorologists.
          - Rescheduling roundtable with KPIX in April 2021.
          - To follow up with KNTV about scheduling.
    - Expert Interview Series/“Ask the Expert”:<
      - Working with the American Lung Association to develop a list of pulmonologists to participate in the expert interview series.
      - Developing list of interview questions.
  - Social Media:
    - Social content
    - Clean Cars for All ad campaign ran from February 5, 2021 – February 28, 2021 on Facebook and Instagram.
      - Clean Cars for All February ad campaign results:
        - 15,722 impressions
        - 8,182 reach
        - 281 link clicks
        - \$250 budget

- Working with Facebook on Business Verification:
    - Pro시오 and staff participated in call with Facebook representative regarding transfer of the Spare the Air advertising account.
- Employer Program
  - Communications:
    - Staff drafted content for a beginning of the year e-blast and an updated welcome email for new members.
    - Staff approved content for a welcome email for new members and an e-newsletter focused on remote work resources for all current members.
      - Welcome email distributed to all new members that have recently joined and on an ongoing basis.
      - Pro시오 drafted content for the e-newsletter focused on remote work with a tie-in to the Cut the Commute Pledge.
    - Staff drafted another e-newsletter for distribution to the Employer Program database.
      - Content focused on Spare the Air messaging including remote work, promoting transit as a commute option when returning to work and Air Quality Awareness Week.
    - Staff reviewing the April e-newsletter for distribution to the Employer Program member database.
  - Website inquiries:
    - Staff continuing to review inquiries received via the website and updating the Employer Program database accordingly.
  - Summer updates:
    - Staff compiled a summary of program updates.
  - Sponsorships:
    - Staff coordinating with HR West on virtual event sponsorship opportunities for this year.
    - Coordinating with Bay Area vendors on potential sponsorship opportunities for virtual events this year.
      - Pro시오 to send recommendations by March 5, 2021.
      - Awaiting additional information on sponsorships and costs.
  - LinkedIn:
    - To discuss upcoming content for the Employer Program LinkedIn page.
- Spare the Air App redesign
  - Meeting with Innoppl and web team took place on March 10, 2021.
  - Graphic designs complete.
  - Working with Innoppl to add Photoshop files to the app.
  - Awaiting mapbox API from web team.
  - Graphics and requested technical information were shared with the mobile app contractor to build the links between the app and Air District website data.
- Reporting
  - Compiling data and draft content for the 2020-2021 winter season end-of-campaign report.
  - Coordinating with True North Research to initiate the surveys for the upcoming summer season.

## **Spare the Air Social Media**

Staff and Proslio actively monitored and posted on social media throughout the Spare the Air season. Facebook, Twitter, Instagram and Pinterest platforms were monitored.

- Post samples:
  - [Facebook](#)
  - [Twitter](#)
  - [Instagram](#)
- Response samples:
  - [Twitter](#)

In this quarter, follower numbers increased to 12,729 (+2) on Facebook, increased to 15,016 (+38) on Twitter, increased to 1,598 (+25) on Instagram, and increased to 299 (+1) on Pinterest.

## **Air District Social Media**

Staff continued to run social posts daily including:

- Air quality forecasts: daily, two-day and five-day forecasts.
- Shared:
  - Air quality updates.
  - Staff feature on Elizabeth Yura.
  - Staff feature on Community Engagement and Policy Division.
  - Charge! program call for applications.
  - New York Times article on GHG reductions in 2020.
  - Winter weather and wood smoke pollution.
  - Cleaner Contra Costa Eating Green challenge.
  - Building decarbonization video case study.
  - NBC article on wildfire pollution.
  - VW Light Duty EV Infrastructure Program.
  - Bloomberg article on home electrification.
  - James Cary Smith Community Grant recipient Mycelium Youth Network's clean air kits.
  - Federal tax credit for EV chargers.
  - School Community Grants Program grantee.
  - What is an Air District.
  - Community Health Protection Grant Program funding announcement.
  - Electric for All 40 million reasons to go electric campaign.
  - Thrive Alliance webinar on SMC transit.
  - Bike racks install in San Pablo.
  - Sonoma County Biomass Business Competition.
  - Upcoming workshop on Rule 6-5.
  - Bay Area Monitor latest issue Developing short videos on active transportation in East and West Oakland.

- Rule 6-5 online workshop announcement.
- History of the Air District.
- AirNow data tool.
- Shared Brightline Defense air quality monitoring program video.
- Wood smoke and winter weather infographic.
- Chevron oil leak.
- Inspection of SF Bay Ferry engine for Carl Moyer application.
- Carl Moyer funding availability.
- Clean Cars for All e-bike option.
- School Community Grants Program grantee.
- What is an Air District.
- Community Health Protection Grant Program funding announcement.
- Electric for All 40 million reasons to go electric campaign.
- Thrive Alliance webinar on SMC transit.
- Bike racks install in San Pablo.
- Sonoma County Biomass Business Competition.
- Upcoming workshop on Rule 6-5.
- Bay Area Monitor latest issue.
- Charge! Program.
- CCFA 10,000<sup>th</sup> grantee.
- Our Shared Journey community engagement survey.
- New York Times article on world cities' air pollution.
- Staff feature on Becky Yu.
- Silicon Valley Clean Energy Innovation Onramp.
- EPA Cleaner Indoor Air During Wildfires challenge.
- Controlled burns in Sonoma County.
- International Women's Day.
- Board appointed Richmond/San Pablo Community Steering Committee.
- UC Berkeley blog post about youth air quality research.
- Our Shared Journey survey.
- Acterra Spare the Air Leadership Award ceremony announcement.
- Chevron flare advisory and refinery flare infographic.
- Charge! Program.
- EV driver experiences on Electric for All.
- History of the Air District.
- Heat pump water heater educational webinar.
- Youth perspective on air pollution in West Oakland video.
- Clean vehicle rebates.
- How our food systems contribute to emissions.
- Wildfire preparedness webinar.
- Our Shared Journey survey.
- Brightline environmental justice podcast featuring Veronica Eady.
- Article on how the pandemic impacted carbon emissions.
- Article on EVs powered by tidal energy.
- Microgrids and solar powering tiny homes for the unhoused in San Jose.
- History of the Air District.
- Remote work policy clearinghouse.

- Video showing the time it takes to move 200 people using different modes of transit.
- Climate change threatening Bay Area wildlife.
- What are national ambient air quality standards.

In this quarter, Air District follower numbers increased to 4,999 (+66) on Facebook, increased to 16,840 (+810) on Twitter, increased to 2,096 (+58) on Instagram, and increased to 2,251 (+81) on LinkedIn.

## Other

- Video:
  - Introduction to the AQI video:
    - Finalized introduction.
    - Reviewed and approved.
  - Air Quality Complaints / Compliance and Enforcement video:
    - Filming:
      - Awaiting video shoot for video #2 and #6.
    - Review:
      - Videos 1, 3, 4 and 5 approved.
  - Active Transportation videos / Spare the Air transit videos:
    - In revisions.
    - DiffWorks contract:
      - Drafted new contract for Diffworks.
      - Working with Diffworks on getting new video contract approved.
  - Wildfire safety mini video:
    - Concept approved.
    - Drafted scripts.
    - Recorded audio.
    - Edited short wildfire videos.
    - Short videos #2 and #3 are under review.
    - Editing “Where can I find air quality data?”.
  - Air District 101 video:
    - Awaiting script approval.
  - Rule Development Workshop:
    - Edited together multiple videos from Rule 6-5 virtual workshop for David Joe.
    - Complete.
  - Tribute to Staff video / Adapting to Change:
    - Compiled interviews for the one year since shelter-in-place commemorative video.
  - Jack’s Acterra Spare the Air Leadership Award video:
    - Complete.
  - Air District Videography Think Tank:
    - Scheduled recurring monthly meetings with participants.
    - First meeting took place on February 23, 2021.
- Staff Development:

- CAPIO and Ragan training ongoing.
- Media training for staff through the Crisis Leadership Network.
- Set up media facilitation training with SAE Communications for PIOs:
  - Media subject matter expert facilitation training for PIOs scheduled for March and April.
- 2020 Annual Report:
  - Process:
    - Awaiting content edits/next design proofs from We the Creative.
    - Web and print design reviewed.
    - Collected Strategic Incentives Division 2020 data and final photos.
    - Awaiting final print and web versions for review/approval.
    - Reviewed final print proof.
    - Print version complete.
    - Web design reviewed.
  - Photos:
    - Photo shoot with inspector took place on February 4, 2021.
    - Photo shoot with inspectors for cover photos took place on February 10, 2021 and February 11, 2021.
  - Videos:
    - Cargill inspection video date to be determined.
    - Video interview at Veggielution took place on January 11, 2021.
    - Video drafts complete.
    - All other videos awaiting edits.
    - Awaiting title cards from We the Creative; then move to final edits/approvals.
    - Videos in final edits; then will send for approvals.
    - Videos in final-final edits.
    - Videos completed.
- Graphic Design Projects:
  - Complaints fact sheet/brochure:
    - Worked on non-English translations.
    - All complete.
  - Complaints tips:
    - Design reviewed.
    - English completed.
    - Awaiting translations from contractor for other languages.
    - Finalized other languages.
    - Complete.
  - Mobile air monitoring:
    - Fact sheet:
      - Awaiting final language.
      - Reviewed.
      - Translations in progress.
    - Air monitoring van decal:
      - Revised design with Meteorology and Measurements for review.
      - Awaiting design selection from Meteorology and Measurements.

- Awaiting final design approval from Meteorology and Measurements.
    - With printer.
    - Coordinating installation.
    - Installation and photos to taken on March 30, 2021.
  - Carl Moyer Program postcard and mailer:
    - Revised.
    - With printer.
  - HR Job Posting brochure:
    - Designed new cover pages.
  - EV graphics for Technology Implementation Office:
    - In progress.
    - In review.
  - AB&I workshop materials:
    - Rule 11-18 process handout/graphic:
      - Awaiting content approval.
    - Foundry odor wheel:
      - Awaiting confirmation of languages needed.
  - Transit vs. cars graphics:
    - Compiled data.
    - Additional versions in design.
  - Rule 11-18 process handout/graphic:
    - Awaiting content approval.
- Photography:
  - Annual report photos.
  - Photos of San Jose/SCV.
  - Inspectors in the field
  - Santa Clara Valley
  - Milpitas Odor Study
- Awards:
  - Eighth floor awards display at 375 Beale Street:
    - Installed on February 26, 2021.
- Spare the Air app – Innoppl:
  - Worked with the web team on Spare the Air app improvements.
  - Web team worked on the look and feel of designs to match the website.
- Website:
  - Sparetheair.org:
    - Spare the Air program:
      - Continued work on populating Spare the Air web alert types and actions for automation on Spare the Air days.
      - Staff worked with web team to set up all alert actions for the Spare the Air web alert functions.
      - Staff worked with web team to make requested updates to the Spare the Air Commute Tips site.
        - Finalized changes to Spare the Air Commute Tips webpage.
      - Staff built Spare the Air web alert infrastructure in Sitecore.



- Worked with Cylogy on mobile issues with Spare the Air Virtual Booth page.
    - Finalized Spare the Air web alert settings for all media.
  - Wildfires:
    - Created Wildfire Safety Tips Content Block and added to Wildfire Alerts Spare the Air Content Block section.
    - Created Standard Alert Action for Wildfire Safety Tips and added to Wildfire Alerts Standard Action section.
    - Added “Fireplace Smoke Can Affect Your Health” to Wildfire Alerts Spare the Air Content Block section.
- Baaqmd.gov:
  - Spare the Air Alert:
    - Finalized Spare the Air web alert Landing Page actions for various alert types.
    - Populated the new Spare the Air web banner notification and action items for all alert types in Sitecore.
  - Press releases:
    - Staff uploaded translated press release sets.
    - Sent press releases for translation.
  - Air Currents:
    - Staff reviewed new Air Currents design template.
  - Annual Report online version:
    - Reviewed.
  - Spare the Air Wood Burning Rule webpage:
    - Added text and No Burn line number and link to complaints page.
  - Public Data Center:
    - Monitoring error tracking website to catch data discrepancies.
- Employerssparetheair.org:
  - Added text and link to Employers Spare the Air website.
- Contracts:
  - Extended term of Sharon Beals contract.
- RFPs/RFQs:
  - Spare the Air RFP
    - Staff reviewed Spare the Air RFP submissions.
    - Spare the Air RFP interviews took place on January 13, 2021 and January 14, 2021.
    - Contract awarded on April 7, 2021.
- Administrative:
  - Implementing Communications Plan for Reg 6, Rule 3 amendment promotion.
  - 4900 Script – on hold.
    - Working with Enforcement to have consistency between 4900, 5000 and 6000 phone trees.
  - Reviewed Twilio app bugs and messages:
    - Answered questions in the Spare the Air inbox.
  - Staff translated Media Release Form into Spanish.
  - Staff coordinated review of Oracle services solicitation.

- Promotions:
  - To discuss potential radio PSAs and podcasts to promote the Clean Cars for All Program with Technology Implementation Office.
- Remote Work:
  - Staff participating in the Remote Work Taskforce Plenary Group meetings.
- Media/Publications:
  - Air Currents:
    - Staff drafted February 1, 2021, edition of Air Currents.
    - Staff finalized February 1, 2021, edition of Air Currents.
    - February 1, 2021, edition of Air Currents was distributed.
- League of Women Voters:
  - Coordinated latest issue of the League of Women Voters newsletter review.
  - Discussed FYE 2022 support with editor.
  - Coordinated with League of Women Voters on article about Sonoma County Biomass Biz contest.

**PLANNING AND CLIMATE PROTECTION DIVISION**  
**H. HILKEN, DIRECTOR**

**Climate Protection Grants:** Staff continued to implement climate grant projects, including meeting with grantees, and reviewing quarterly progress and final reports. Achievements by grantees in this quarter included:

- City of Fremont is assessing vehicle fleet electrification and charging needs and building sites for solar and battery installations to provide power to the zero-emission vehicle (ZEV) fleet. The City hosted its final public work group meeting to discuss municipal fleet electrification, and shared findings from their evaluation and tools available for other jurisdictions to replicate the assessment. Through the project, the City has found that planning analysis is critical in identifying which vehicles to electrify, what type of charging infrastructure to install, and the location to install it.
- Marin County’ Building Decarbonization pilot project, Electrify Marin, provided direct homeowner incentives for gas-to-electric appliance upgrades for water heating, space heating, and induction cooking, as well as an additional rebate for projects that required an upgrade to the home’s electrical service panel. Higher rebate amounts were available to low-income households. A total of 129 appliance upgrades were completed and incentivized, resulting in an estimated 2-year greenhouse gas (GHG) savings (years 2020-2022) of 269.0 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>) and an estimated 5-year GHG savings (years 2020-2025) of 565.6 MTCO<sub>2e</sub>.
- San Francisco Department of Environment (SFDOE) completed its grant project, an expansion of SFDOE’s existing Comprehensive Refrigeration Maintenance in the Food & Beverage Sector project (aka *Keep It Tuned*) to include a focus on greenhouse gas reductions through repair, replacement and maintenance of commercial refrigeration equipment. Through the

project, 34 small businesses received equipment upgrades resulting in reduced refrigerant leaks (and associated financial savings), resulting in a reduction of 333 tons CO<sub>2</sub>e per year.

**GHG Reduction Activities:** Staff participated in a meeting of the Building Decarbonization Coalition membership focused on legal authorities of local governments to adopt and implement policies limiting natural gas use in existing buildings. Staff participated in a meeting of The Switch Is On statewide consumer impact campaign designed to educate the public on the benefits of building electrification. With Air District support, The Switch Is On campaign will be promoted through digital and radio ads on KQED. Staff participated and provided written comments in a workshop of the California Energy Commission (CEC) on the 2022 Energy Code Update.

Staff attended meetings with local government climate staff in order to identify and discuss synergies between Air District and local climate work, including meeting with:

- San Francisco's Department of Environment to discuss various San Francisco's update to its consumption based GHG inventory and various GHG accounting tools.
- City of San Leandro to discuss and provide input into the City's work updating its climate action plan.
- City of Milpitas planning staff to discuss fleet electrification and the climate components of the EIR for a warehouse project at 1000 Gibraltar Drive.
- StopWaste to discuss recent developments at Alameda County municipalities, including urban forestry, climate action plan updates, and CEQA guidelines update.
- Alameda County Technical Advisory Group to brief the group on the Air District's CEQA update process and approach and learned about the status of local climate action plan updates in the County.
- Attending a meeting of Contra Costa County Sustainability Commission.
- Attending monthly meetings of the San Mateo Regionally Integrated Climate Action Planning Suite (RICAPS) program.

Staff developed and released a short survey to local government planning and climate staff soliciting information on how local government staff have utilized Air District resources in the past and what types of assistance and services would be most useful in the future to forward climate planning work and program implementation.

Staff participated in a press interview on diesel backup generators and testified at a California Public Utilities Commission (CPUC) hearing in opposition of a program to incentivize use of diesel BUGs in emergency situations. Staff presented at a CEC public workshop on alternatives to diesel backup generators. Staff met with staff from CARB, South Coast AQMD, San Joaquin Valley APCD and Schneider Electric to discuss data center project pipelines in the three air basins, and data center efficiency and power reliability issues and options.

Staff presented an update to executive staff on the Organics Emissions Estimation (OEE) project, including the current draft Data Gaps Solutions Supplement to the Knowledge Assessments effort

and discussed funding. Staff met with FluxSense and Scientific Aviation to investigate potential measurement methods and services for the OEE project.

Staff participated in the MTC/ABAG Plan Bay Area 2050 Final Blueprint Outcomes and Draft Regional Housing Needs Assessment (RHNA) Methodology webinar. Staff attended multiple presentations and meetings on Plan Bay Area, including MTC's Policy Advisory Council meeting, the Policy Advisory Council's Equity & Access Subcommittee meeting and an MTC Commission Meeting.

Staff met with staff from The Climate Center to discuss the Center's new Climate Safe California Campaign (<https://theclimatecenter.org/climatesafeca/>), which seeks to accelerate California's goal of achieving carbon neutrality from 2045 to 2030. The Campaign's platform includes phasing out fossil fuel development, production and use, scale up sequestration, increase community resiliency, and work to direct investment toward these objectives. Staff executed a \$5,000 sponsorship agreement with The Climate Center for the Climate Safe California webinar series (<https://theclimatecenter.org/climate-safe-ca-webinar-series/>).

Staff attended a variety of regular meetings with other state and local agencies and collaborators, including:

- ACLIMA, regarding their PM data project with the Air District.
- CAPCOA Planning Managers Committee.
- Marin Clean Energy to discuss work of mutual interest, including building decarbonization, electric vehicles (EVs) and alternatives to diesel back-up generators.
- National Association of Clean Air Agencies (NACAA) Climate Change Committee.
- CARB to discuss CEQA projects, buildings decarb and work with local governments.

**AB 617:** Staff continued to work with Community Engagement (CE) staff and the Air District's Co-leads, the West Oakland Environmental Indicators Project (WOEIP), to fully implement the West Oakland Community Action Plan. Staff and WOEIP planned and held monthly remote Steering Committee meetings and worked with the community and agency co-chairs of the four Implementation Subcommittees – Land Use, Transit/Bike/Walk, Health and Living Buffers, and Port & Freight – to plan and hold Subcommittee meetings to continue discussions of strategy implementation. Staff also continues working closely with agency partners from the City of Oakland, Metropolitan Transportation Commission (MTC), Alameda County Transportation Commission (ACTC), Port of Oakland and Bay Area Regional Collaborative (BARC) to identify early opportunities for implementation, including identifying and pursuing grant funding for priority projects.

Staff working on the Richmond-North Richmond-San Pablo Path to Clean Air project continues to hold regular Core Team meetings, plan, and hold biweekly Internal Path cross-divisional meetings, attend AIM's weekly Emissions Inventory and Technical Assessment meetings. Staff also prepared for and attended the ninth and final Community Design Team meeting. Staff completed a first draft and began internal review of the Community Profile in addition to preparing materials for and attending the February 19 Community, Equity, Health and Justice Committee meeting at

which Community Steering Committee members were recommended. Staff also completed follow-up calls concerning the Truck Survey, on-boarding steps for a new community engagement tool called Social Pinpoint and met internally to discuss early planning and engagement with Bayview Hunters Point Community Advocates in preparation for a virtual town hall in June 2021.

**CEQA:** Staff continues implementing the Air District’s California Environmental Quality Act (CEQA) Guidelines, including reviewing air quality and greenhouse gas analyses in CEQA documents, drafting comment letters, and responding to inquiries from consultants, local governments, and businesses. During the first quarter of 2021, staff tracked 569 projects, responded to 14 Stationary Source Information Requests, responded to various technical assistance requests, and provided comment letters on the twelve (12) following projects:

City of Hayward’s Clawiter Road Industrial Project MND, Port of Oakland’s Eagle Rock Aggregates-Oakland Terminal Project DSEIR, Tri-Valley San Joaquin Regional Rail Authority Valley Link Rail Project DEIR, Contra Costa County’s Phillips 66 Rodeo Renewed Project NOP, City of Milpitas’ 1000 Gibraltar Drive Project DEIR, City of San Jose’s Graniterock Capitol Site Modernization Plan NOP, City of San Bruno’s Bayhill Specific Plan including Phase 1 Development DEIR, California Energy Commission’s San Jose Data Center NOP, Santa Clara County’s Z-Best Composting Modification Project DEIR, City of Morgan Hill’s Crosswinds Mission View Drive Project NOP, City of South San Francisco’s General Plan Update NOP, and Contra Costa County’s Martinez Refinery Renewable Fuels Project NOP.

Staff continued working on updating the CEQA Threshold of Significance and Guidelines, including conducting internal workgroup meetings to discuss proposed thresholds, identifying external stakeholders to participate in outreach focus groups, reviewing the Air District’s Advisory Council’s report on particulate matter, and working with Ascent Environmental to refine the GHG threshold justification report and project screening tools. Staff continue to develop a new searchable CEQA project tracking database.

**AQ Planning:** Staff continued working with Climate Protection staff to provide support on MTC's Plan Bay Area 2050 (PBA2050) DEIR air quality analysis and attends Planning Committee and stakeholder meetings focused on plan implementation. Staff attend monthly CAPCOA Planning Managers meetings and the CAPCOA Land-Use Models working group meetings. Staff worked on a data request to update air district inputs for CalEEMod and researched project management approaches and provided findings to the Project Management Innovation team. Staff met with Sacramento Metropolitan Air Quality Management District staff to discuss equity proposals and funding for the updated CalEEMod and GHG Handbook project, met with MTC staff, and attended CAPCOA CalEEMod Focus Group meetings.

**ASSESSMENT, INVENTORY, AND MODELING  
P. MARTIEN, DIRECTOR**

Under Assembly Bill (AB) 617 community assessment work, staff completed a draft version for the Richmond/San Pablo (R/SP) community-scale inventory with consolidated emissions estimates across permitted stationary sources, marine sources, area sources, and mobile sources; staff also prepared a summary of the R/SP inventory data for the District’s Technical Assessment meetings

to support the R/SP Community Emissions Reduction Plan (CERP) development. To support the District's proposed amendments to Regulation 6 Rule 5 (Rule 6-5) in reducing particulate matter emissions from petroleum refinery fluidized catalytic cracking units (FCCUs), staff reviewed emissions data and stack parameters for selected refinery facilities. Staff continued work with the Metropolitan Transportation Commission (MTC) staff and completed the identification of geospatial datasets with data fields to be implemented in the planned data management protocol; staff hosted technical discussion meetings to clarify data management approaches potentially useful for the R/SP community assessment. Under the District's California Environmental Quality Act (CEQA) work, staff completed a draft version for the updated modeling guidance document and participated meetings with the Planning Division staff to discuss the proposed CEQA thresholds update, and continued support for the Engineering Division on the Schnitzer Steel's CEQA analysis; staff also completed review of the health risk assessment (HRA) in the Oakland Waterfront Ballpark District Project (A's Stadium) Environmental Impact Report (EIR).

To meet the reporting requirement under the California Emission Inventory Development and Reporting System (CEIDARS) and the new statewide Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR), staff continued collaboration with the Engineering Division and My Air Online (MAO) staff to develop strategies, hosted discussion meetings with CARB, and participated in CARB's workshop on CTR regulation update. Staff also continued development of the District's base year emissions inventory, focusing on data processing and methodology documentation update for area sources and point sources, as well as tracking quality assurance issues with the GitHub tool. Staff supported the Rule Development staff by providing refinery wastewater throughputs data and CEIDARS emissions data. Staff participated the following webinars: (a) Characterizing Brake Wear Emissions for Passenger Cars and Trucks (by CARB); (b) Zero-Emission Truck Forum (by CARB); (c) Implications of Volatile Chemical Products (VCPs) for Ozone and Particulate Matter in Urban Atmospheres (by EPA).

**Air Quality Modeling and Analysis Program:** Staff participated in meetings related to the technical assessment for the Richmond/San Pablo (RSP) AB 617 community, the RSP Internal Path to Clean Air meetings, meetings of the AB 617 Internal Protocols team, and the biweekly AB 617 coordination call with CARB staff. Staff assembled and organized a draft consolidated RSP planning inventory and set up RSP sources for [atmospheric dispersion](#) (AERMOD) modeling applications, including port-related source and transportation refrigeration units (TRUs), and a part of the Larkspur ferry line that falls within the modeling domain. Staff worked with Planning and Engineering Divisions on the truck survey for RSP and configured additional sources for dispersion model runs. Staff updated the RSP inventory with toxicity-weighted emissions estimates using methods and datasets that are consistent with CARB's approach for other AB 617 communities. Staff continued to develop meteorological datasets from weather observation sites and from modeled fields produced by the Weather Research and Forecasting (WRF) model. These meteorological sets were then tested in the AERMOD dispersion model. In support of the RSP work, staff conducted a regional modeling analysis quantifying background fine particulate matter levels in the RSP community.

In other AB 617 related work, staff reviewed the latest CARB planning inventory for the West Oakland AB 617 community, investigated differences with our internal West Oakland inventory, and made updates to our inventory. Staff also reviewed CEQA documents to compile data on emissions and cancer risks associated with truck-based businesses in support of regulations for

these sources being developed by the City of Oakland. Work on the Tri-Valley AB 617 community progressed as staff began extracting gridded emissions data for the community from the District's 2018 regional modeling inputs. Staff also reviewed emissions-related documents and questions from the Tri-Valley Science Committee and participated in an internal meeting to discuss responses to the committee.

Staff continued to refine the analysis of the dispersion modeling results of the Chevron and PBF refineries by employing the U.S. EPA's Benefits Mapping and Analysis Program (BenMAP) model to estimate the total area-wide health and monetary impacts. Staff prepared final draft reports of the PM<sub>2.5</sub> dispersion modeling and BenMAP analyses of the two refineries. Staff began preparations for dispersion modeling of the Valero refinery by evaluating stack parameters, source emissions, and meteorological data at the facility. Staff also assessed emissions and stack parameters at the Lehigh cement plant in Cupertino. Staff participated in internal and external meetings related to emissions and stack parameters being used in simulations supporting the development of Rule 6-5 and worked on technical documentation for the Rule 6-5 Workshop, including a draft BenMAP health impact analysis of the PBF refinery.

Staff participated in several meetings with MTC regarding the data environment partnership project and on the design of a data portal for the District. Researchers from UC Berkeley and the University of Washington met with staff to discuss applying the reduced form Intervention Model for Air Pollution (InMAP) for health impact analyses in the Bay Area. Staff held a call with a consultant from Raney Planning & Management on modeling approaches for a health risk assessment in South San Francisco.

Staff processed one-minute airport weather data into hourly averaged values and then imported the data into the District Data Management System (DMS) database. Staff completed public records requests for 2016 1-km grid cell regional modeling files and meteorological data for AERMOD modeling. Staff also met with Chevron staff to discuss modeling files provided as part of a public records request. Staff worked on an internal request from the Engineering Division for meteorological data.

**RULES AND POLICY DIVISION**  
**E. YURA, DIRECTOR**

**AB 617 BARCT Schedule:** AB 617 requires air districts to review the control technology installed on industrial sources located at facilities subject to the Cap-and-Trade program. CARB further clarified that industrial sources refer to those facilities that are eligible for free allowance allocations under the Cap-and-Trade Program. The Air District has 19 of these industrial facilities which are subject to Cap-and-Trade. These 19 facilities have over 1,800 sources in 50 source categories. The Air District was required to review these sources and determine if Best Available Retrofit Control Technology (BARCT) is being used. For the sources where BARCT is not being used, the Air District developed a preliminary BARCT determination for the source category and a schedule for finalizing the appropriate rules.

Staff briefed the Air District Board of Directors on the BARCT Schedule efforts on September 5, 2018. A public hearing was held at the Air District Board of Directors meeting on December 19, 2018, and the Board of Directors adopted the Expedited BARCT Implementation Schedule and certified the associated EIR. The current status of rule development efforts included in the AB 617 BARCT Schedule is shown below.

**Figure 1: Expedited BARCT Implementation Schedule**

<i>Rule Development Effort</i>	2020	2021	2022	Next Board Milestone
Rule 8-5: Organic Liquid Storage Tanks	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	BH: Q4 2021
Rule 8-8: Petroleum Wastewater Treating	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	SSCI*: Q4 2021
Rule 9-13: Portland Cement Manufacturing	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	SSCI*: Q1 2022
Rule 6-5: Refinery FCCUs & CO Boilers	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	BH: Jun 2021
Rule 8-18: Refinery Heavy Liquids Leaks	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	BH: Q1/Q2 2022
Rule 9-14: Petroleum Coke Calcining Operations	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■ ■ ■ ■ ■	SSCI*: Q1 2022

\* SSCI: BAAQMD Stationary Source and Climate Impacts Committee

Following the adoption of the AB 617 BARCT Schedule, staff initiated the formation of a Refinery Rules Technical Working Group (TWG) comprised of refiners, WSPA, representatives from community organizations, other regulatory agencies, and Air District staff. The working group augments the development efforts of refinery rules and amendments that stem from the AB 617 BARCT Schedule, the Methane Strategy, and the 2017 Clean Air Plan. The purpose of the TWG is to work closely with participants to vet technical and cost information, discuss preliminary regulatory concepts, and serve as a forum for stakeholders to voice concerns on technical issues associated with development of rules affecting refineries. To date, staff has hosted TWG meetings covering the following discussion topics:

<i>Rule Development Effort</i>	<i>Meeting Date</i>	<i>Discussion Topic</i>
Rule 13-5: Hydrogen Production	July 2019	Facility operations and potential control options.
Rule 8-5: Storage of Organic Liquids	August 2019	Tank design overview and potential control options.
Rule 6-5: Refinery Fluid Catalytic Cracking Units	September 2019	Potential control options and costs.
	October 2019	Source testing and monitoring techniques.
Rule 8-8: Petroleum Wastewater Treating	January 2020	Potential control options and monitoring techniques.

Amendments to Rule 6-5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (AB 617 BARCT Schedule): Air District staff is developing amendments to Regulation 6: Particulate Matter, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5) to address emissions of particulate matter, including condensable particulate matter, from petroleum refinery fluidized catalytic cracking units. Petroleum refinery fluidized catalytic cracking units are some of the largest individual sources of



particulate matter emissions in the San Francisco Bay Area, and further reductions of these emissions are needed to ensure progress towards attainment of state and national ambient air quality standards and to achieve further clean air and public health benefits. The current amendment effort follows previous Air District work to address these sources and was identified as a potential area for further rule development in the Air District's 2017 Clean Air Plan and AB 617 Expedited BARCT Implementation Schedule.

Following the adoption of the AB 617 Expedited BARCT Implementation Schedule, Air District staff continued work on the development of amendments to Rule 6-5. An update on the implementation of currently adopted refinery rules and rule development efforts on amendments to Rule 6-5 was presented at a Board of Directors Stationary Source Committee meeting in April 2019. Air District staff conducted early stakeholder outreach on this rule development effort in meetings of the Refinery Rules Technical Working Group in 2019. Members of the technical working group, which include representatives from industry, community-based organizations, and regulatory agencies, provided input on control technologies and testing/monitoring methods related to fluidized catalytic cracking units and particulate matter control. Air District staff also presented an update on rule development efforts, including amendments to Rule 6-5, at a Board of Directors Stationary Source Committee meeting in April 2020.

Air District staff released draft amendments to Rule 6-5 and an Initial Staff Report in May 2020 for public review and comment. The draft amendments included new and modified limits on ammonia, sulfur dioxide, and total PM<sub>10</sub>, which includes both filterable and condensable particulate matter. The draft total PM<sub>10</sub> limit represents an achievable level of control that has been demonstrated to be feasible at multiple facilities through the use of various control technologies, including electrostatic precipitators and wet gas scrubbers. Staff estimated that the draft amendments could reduce total PM<sub>10</sub> emissions by approximately 250 tons per year.

Air District staff also presented an update on the draft amendments to Rule 6-5 at a Board of Directors Stationary Source Committee meeting in June 2020. Staff received 12 public comments from community members, environmental advocates, and industry stakeholders during the comment period. Staff provided further information on the draft amendments and more stringent potential control options at a Board of Directors Stationary Source Committee meeting in July 2020 and in October 2020 to discuss the potential impacts of the repurposing of two refineries and the impacts of the COVID-19 Pandemic.

Following the release of the May 2020 draft amendments, staff has further evaluated other potential control options, including a more stringent potential control option, and presented preliminary information on this control option at the following Stationary Source Committee meetings. Staff released a workshop package with additional and updated information on these control options for public comment, and conducted a virtual public workshop to present, discuss, and receive comments on these potential control options in February 2021. Staff received a total of 69 written comments on the workshop package. Staff provided an update to the Board of Directors Stationary Source and Climate Impacts Committee in March 2021 to present feedback received and discuss the direction of the effort moving forward. Staff considered comments received on the workshop package, and published proposed amendments reflecting the more stringent standard on March 30, 2021 in preparation for the Board of Directors' consideration at a Public Hearing on June 2, 2021.

Rule 8-5: Organic Liquid Storage Tanks (AB 617 BARCT Schedule): Regulation 8: Organic Compounds, Rule 5: Storage of Organic Liquids (Rule 8-5) was selected as one of the six high-priority rule development projects in the AB 617 BARCT Schedule because stored organic liquids are estimated to emit over 400 tons of volatile organic compounds per year and emit toxic air contaminants, such as benzene, toluene, ethylbenzene, and xylene. Storage tank designs used for organic liquid storage vessels include fixed roof tank (vertical and horizontal), external floating roof tank, domed external (or covered) floating roof tank, internal floating roof tank, variable vapor space tank, and pressure tanks (low and high).

Staff is currently working to development amendments to Rule 8-5 that would further reduce emissions of organic compounds, including toxic emissions. Staff anticipates holding a public workshop to present these draft amendments in the second/third quarter of this year, discussing this effort at the Stationary Source and Climates Impact Committee in quarter three of 2021, and bringing this effort to the Board of Directors for their consideration by the end of 2021.

Rule 8-8: Rule Petroleum Wastewater Treating (AB 617 BARCT Schedule): Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) was selected as one of the six high-priority rule development projects that would fully satisfy the Expedited BARCT Implementation Schedule requirement of AB 617 based on high emissions of volatile organic compounds per year, based on the Air District's emissions inventory. Air District staff conducted early stakeholder outreach on this rule development effort in meetings of the Refinery Rules Technical Working Group in 2020. Draft amendments to Rule 8-8 that correspond to the front end of the wastewater treatment system (collection and separation systems) are primarily administrative. The estimated annual volatile organic compound emissions reductions expected from this portion of the draft amendments to Rule 8-8 can potentially be quite small (about four tons/year).

Air District staff believes that the amendments pertaining only to the front-end emissions reductions to Rule 8-8 alone would not meet the "Necessity Standard" of the California Health and Safety Code (HSC § 40727 (b)(1)) since the estimated volatile organic compound emissions reduction is significantly lower than what was committed to in the BARCT Schedule. The secondary or back-end emissions and potential emission reductions are at this time poorly understood and need to be better characterized to determine if there is an actual need to amend Rule 8-8 as required under AB 617. Staff is currently focused on characterizing emissions from petroleum refinery wastewater treatment plants as part of the Air District's internal Organics Emission Estimation Project. The knowledge assessment phase of this process was completed in March 2021, and more in-depth stakeholder engagement is anticipated in early 2022. Staff is tentatively scheduled to present this rule to the Board of Directors in the fourth quarter of 2022.

Rule 8-18: Refinery Heavy Liquids Leaks (AB 617 BARCT Schedule): This rule development project would address emissions of reactive organic gases (ROG) from petroleum refineries, chemical plants, bulk terminals and bulk plants, and other facilities that store, transport, and use organic liquids. Amendments to Regulation 8, Rule 18: Equipment Leaks (Rule 8-18) in December 2015 addressed equipment that service heavy liquids at these sources, but those amendments have not yet been fully implemented due to uncertainty regarding proper emissions factors for heavy liquid fugitive emissions. Air District staff coordinated with each of the five Bay Area refineries to

conduct a Heavy Liquid Leak Study. These studies are designed to determine appropriate emission factors for heavy liquid leaks. The results of these studies are currently being finalized. Staff recommends using results of the Heavy Liquid Leak Study to amend Rule 8-18 and address the current issues with the 2015 amendments. Any recommended and implemented requirements to address reactive organic compound emissions from these sources are also anticipated to reduce toxic air contaminant (TAC) emissions. Once the results of the heavy liquids study are finalized, the results will be used to complete rulemaking for emissions of organics from equipment that service heavy liquid. Staff anticipates updating the Stationary Source and Climate Impacts Committee in the fourth quarter of 2021 and presenting this effort at a Board Hearing in the first quarter of 2022.

Rule 9-13: Nitrogen Oxides, Particulate Matter, and Toxic Air Contaminants from Portland Cement Manufacturing (AB 617 BARCT Schedule): On November 18, 2020, a consent decree (CD) was entered into Federal Court between Lehigh Cement Company and US EPA, the Air District, and other environmental jurisdictions throughout the United States. This CD compels Lehigh to implement modifications for enhanced control of NO<sub>x</sub> and Sulfur Dioxide (SO<sub>2</sub>) emissions at several facilities including the kiln in Cupertino. The CD requires Lehigh to enter into a “test and set” procedure to establish the lowest achievable SO<sub>2</sub> emission level for the Cupertino kiln. The “test and set” process may take between two and three years and includes time for preparation, submittal and approval of a design and optimization plan, optimization report, and demonstration report, along with a period to design and install equipment and operational modifications, an optimization period, and a demonstration period. Review and approval periods for US EPA are not set and there may be extensions due to non-operation of the kiln, required permitting, or other reasons.

Staff will coordinate with Lehigh Cupertino to conduct a series of source tests during the demonstration period as proscribed in the consent decree to measure and characterize the back half (condensable fraction) particulate matter, along with oxides of nitrogen, sulfur dioxide, total organic compounds, and Ammonia (measurements for these emissions may be corroborated by continuous emissions monitoring systems). Staff will evaluate the effectiveness of the consent decree in reducing particulate matter emissions and will determine if additional rulemaking is needed to ensure adequate control of this pollutant.

Rule 9-14: Coke Calcining Operations (AB 617 BARCT Schedule): This rule limits sulfur dioxide emissions from coke calcining kilns; of which there is only one in the Air District operated by Phillip 66. The amendments to Rule 9-14 would address oxide of nitrogen emissions from the coke calciner. However, Phillip 66 has announced that it will convert to a renewable fuels production operation. This announcement leaves in doubt the future of the coke calciner. There is one of three potential outcomes: 1) With the conversion of Phillip 66 to renewable fuels production, the refinery could shut down the operation of the coke calciner; 2) Phillip 66 could continue operation of the calciner by accepting green coke from another source; or 3) Phillip 66 could resume petroleum refining and continue operations of the coke calciner. Until one of the above outcomes is decided upon, the impacts of coke plant operation remain unknown. Staff will continue to track the status of the coke calciner and will be evaluating potential paths forward later this year.

Regulation 2: Rule 5: Toxic New Source Review: Rule Development Staff is working with community stakeholders to develop regulatory concepts geared towards making the Air District's permitting processes more health protective, with a focus on overburdened communities. Staff has met with community members in the following areas to receive their insights on amending the permitting regulation: the Carquinez Strait region (Vallejo and Rodeo), Suisun Bay region (Pittsburg), Eastern San Francisco (Bayview-Hunters Point), East Oakland, the South Bay (Santa Clara County), the North Bay, and the Tri-Valley region. The next step in this process is to hold a virtual workshop in May 2021 to solicit feedback on early concepts staff is developing. Below are concepts staff has developed for potential amendments to Rule 2-5: New Source Review for Toxic Air Contaminants:

- (1) Make the allowable project risk limit in Rule 2-5 more stringent. Staff will evaluate how to make Rule 2-5 more health protective by reducing the allowable cancer risk and acute and chronic hazards.
- (2) Develop a metric to consider local disparities in air pollution and community health, if possible. In response to public comment received, staff is continuing to research potential methods to increase the health protectiveness and community sensitivity of the air toxics New Source Review process.
- (3) Update the health risk screening assessment (HRA) procedure for gasoline dispensing facilities (GDFs) that are subject to Rule 2-5. Revisions to the HRA procedure will make New Source Review for Toxic Air Contaminants more accurately reflect the risk projects at GDFs pose to nearby receptors.

Following receipt of feedback from the workshop process, staff will continue to engage community stakeholders and industry representative as we further evaluate and develop concepts to improve the permitting processes. Staff anticipates updating the Stationary Source and Climate Impacts Committee in the second quarter of 2021 and presenting this effort at a Board Hearing later this year.

Particulate Matter Reduction Efforts: The Air District's Advisory Council convened a conference series on undifferentiated particulate matter, with a focus on fine (PM<2.5) particulate matter. This series included presentations and discussions among nationally recognized scientists, health professionals, industry, community members, and the Air District, identifying the most effective measures to further protect public health. The symposia highlighted this public health challenge, as well as information and tools to inform future policy decisions. The first symposium took place on October 28, 2019 and covered topics on particulate matter health effects and particulate matter exposure and risk. In February 2020, staff also participated in a Particulate Matter Community Summit held in Richmond, California. The Summit was co-organized by representatives from 350 Bay Area, 350 Marin, All Positives Possible, California Climate Health Now, New Voices Are Rising, the Sunflower Alliance, and Vallejo Citizen Air Monitoring Network, and highlighted Air District's efforts to better assess the impacts of particulate matter, current rule development efforts to reduce particulate matter emissions and exposure, and policy concepts for further addressing particulate matter and reducing the public's exposure. Approximately 30 people attended, sharing a meal in addition to expressing their concerns regarding particulate matter, its sources, and its health effects. Staff also presented information to the Advisory Council during a technical policy discussion in May 2020.

At a joint meeting with the Air District Board of Directors in December 2020, the Advisory Council presented its Particulate Matter Reduction Strategy Report, which included findings, a framework for evaluation reduction strategies, and recommendations. Staff is currently investigating ways to further reduce particulate matter emissions that are consistent with the Air District's authority under that California Health and Safety Code, including potential measures to further reduce emissions and public exposure from particulate matter sources, such as restaurants and concrete batch plants.

Construction and Concrete Plants: Construction sites and concrete batch plants have been identified by community advocates as sources of concern due to dust impacts and are included as measures in the West Oakland Community Emissions Reduction Plan. While both of these source types can often be located in overburdened communities and pose temporary particulate matter exposures, they are often overlooked because currently construction sites are not required to have notify the Air District of their operations and concrete batch plants may not have equipment that require an Air District permit.

Air District staff intends to further review and assess these sources to determine if additional regulation is needed because even short-term exposure to particulate matter can exacerbate respiratory illness and increase mortality rates. Potential options for further control include requiring construction projects to register with the Air District, so we can be aware of their presence and activities in various communities. We are also looking at ensuring that these activities have personnel that can monitor and be responsible for managing dust mitigation options, such as curtailing operations during high wind events or ensure track out requirements of Rule 6-6 are complied with to minimize the generation of road dust. Staff anticipates updating the Stationary Source and Climate Impacts Committee in the fourth quarter of 2021.

Data Centers and Back-up Generators: Air District staff is evaluating measures that could reduce diesel particulate matter from the use of back-up generators at new and existing data centers across the Region. Data centers are a growing source of diesel particulate matter and are often located in overburdened communities. While the backup engines are permitted, the emissions associated with their potential emergency use is not considered in the permitting process and there is no limit on emergency as long as this operation meets the emergency definition. Further, at existing data centers, these engines are often some of the higher polluting engines - tiers 0, 1, and 2. There are cleaner engines that could be used to reduce diesel particulate matter emissions and staff is considering requiring these cleaner engines at these facilities. Staff is looking at requiring lower emitting engines when permitting facilities that use multiple engines like data centers. Also, facilities like data centers are exempt from the Rule 11-18: Toxic Risk Reduction at Existing Facilities as long as there are no other sources of toxic emissions located at the facility. Revising that exemption might be a means to address the risk these facilities pose. Staff anticipates updating the Stationary Source and Climate Impacts Committee in the second quarter of 2021.

Rules 13-2: Organic Material Handling, and 13-3: Composting Operations: In 2018, staff-initiated rule development for this industrial sector. In 2018, staff published draft concept papers for sources within the organic recovery sector and in 2019, followed that up with workshops to provide draft regulatory language. In response to feedback from the regulated community, we modified our approach and scope, and then met again with specific industry groups in August 2019 to refine our focus. In January 2020, staff provided draft language in a Request for Comments, and

received a clear message from the regulated community that we needed to further refine our approach.

Given this feedback, we suspended formal rule development process for both rules and developed plans to continue stakeholder engagement through the formation of an Organic Recovery Technical Working Group to establish a forum for collaboration with stakeholders on technical issues, such as best management practices, data gathering and monitoring methods, and potential emissions controls. The Working Group was formed in September 2020 to establish a forum for collaboration with stakeholders on technical issues, such as best management practices, data gathering and monitoring methods, and potential emissions controls. The Working Group was composed of Air District staff members, industrial sector representatives (e.g., organic material handling facilities and industrial composting operations), technical experts, and representatives from industry associations, non-governmental organizations, other governmental agencies (e.g., CalRecycle and local enforcement agencies), and community advocacy groups. The Working Group met in October 2020 and November 2020. Drawing from input provided in the forum, staff prepared draft guidance documents, which were shared with the working group in February 2021. Staff is currently reviewing comments submitted by external working group members, discussing proposed changes internally, and these will be reflected in revised guidance document drafts by the end of March 2021.

The next step will be to determine if rulemaking is needed to reduce emissions. Permitting will be required to create new or expand existing facilities in order to achieve waste diversion goals. The methods identified through the Working Group could be incorporated into these permits, thereby avoiding the need for rulemaking, and enabling more site-specific customized approaches while still achieving the anticipated emissions reductions.

Rule 13-4: Sewage Treatment & Anaerobic Digestion: Rule Development staff led a subgroup focused on characterizing emissions from sewage treatment plants and anaerobic digesters as part of the Air District's internal Organics Emission Estimation (OEE). The knowledge assessment phase of this process was completed in January 2020 and the document was sent for division director review in May 2020. Staff does not currently have a proposed date to present this rule to the Board of Directors and has put a hold on active rule development efforts during the data gathering process to better understand emissions from these facilities.

Rule 13-5: Refinery Hydrogen Producing Operations: Hydrogen gas releases from petroleum refinery hydrogen plant operations and from naphtha reforming operations sometimes include methane and other organic gases. Currently, methane emissions are exempt from most Air District regulations because methane emissions do not contribute to ozone formation. As a result, the Air District has no regulatory basis for requiring facilities to control methane emissions from these operations. Now that the Air District is addressing methane emissions, a powerful climate pollutant, staff is developing a rule to control methane emissions from hydrogen plants, one of the largest industrial sources of methane in the Bay Area.

In developing this new rule, Rule 13-5: Refinery Hydrogen Producing Operations, staff held a public workshop in January 2020. Based on comments received on the draft rule and additional research, staff revised the draft rule significantly and in October 2020, staff posted a revised version of the rule on the Air District's web page. One of the things that arose during staff analysis

of this sector was that one of the abatement methods, a hydrogen flare, may emit oxides of nitrogen and volatile organic compounds in quantities that could potentially exceed that Air District's California Environmental Quality Act (CEQA) threshold. Because of this, a thorough environmental analysis is needed to determine if a CEQA environmental impacts analysis would be required for this rule development effort. Staff intends to present a proposed rule for consideration by the Board of Directors in the second quarter of 2022 following completion of its evaluation of stakeholder feedback on the revised version of the draft rule.

Rule 8-34: Solid Waste Disposal Sites: Rule 8-34 regulates emissions of VOCs (NMOC and methane) from municipal solid waste sites. It was last substantively amended in 1999. Staff released a concept paper, which was shared with the public and industry in May 2019. The concept paper was discussed at a series of three workshops held in June 2019 that focused on climate pollutants and organics. No comments were submitted during the comment period following the final workshop, but staff received verbal input at the three events.

Amendment efforts for Rule 8-34 are currently focused on preliminary efforts to better understand the nature and extent of methane emissions from landfill sites in the Bay Area. This is actively being addressed by ongoing research efforts, mainly via the Landfills Sector evaluation being conducted as part of the Air District's internal Organics Emissions Estimations (OEE) effort. Once emissions are better understood, amendments will be put forth for public review: these amendments are envisioned to include elements such as alignment with the state's Landfill Methane Rule (LMR) for increased stringency and consistency; additional clarifications and incorporation of best practices, monitoring, repairs, recordkeeping, and reporting requirements; and additional stringency measures as informed by the OEE.

Potential additional measures would rely on further study and analysis, including the completion of the next step of the Air District's OEE effort: A Data Gaps paper discussing how to address data gaps for the landfill sector. Any new research from other statewide and national methane research efforts will be investigated via the OEE process as well. Results from airplane flyovers have indicated that methane emissions from landfills are much larger than had been previously calculated; the OEE effort and its results will aid rule development in addressing this. It will also help to better understand where within the landfills the emissions are coming from, and which processes within the landfill can be targeted for emissions reductions. There is also potential to collaborate with industry and/or academia, as well as external entities.

In 2019, rule development staff visited multiple large landfills to observe the site layouts, learn about operations, and discuss the amendment process with employees at the site, including landfill operators, environmental staff, and consultants. Staff will continue (once safely able to do so given the pandemic) to visit more of the 38+ landfills within the District. Staff is regularly collaborating with Air District Compliance & Enforcement landfill efforts to leverage their boots on the ground knowledge and experience.

Rules 9-4 and 9-6: Residential Appliances: Staff is assessing potential rule development efforts to further reduce oxides of nitrogen (NOx) emissions from residential appliances. These sources are addressed by Rules 9-4: Residential Furnaces and Rule 9-6: Gas-Fired Water Heaters. The current rulemaking approach would be to match ultra-low oxides of nitrogen standards currently required by South Coast Air Quality Management District and San Joaquin Valley Unified Air Pollution

Control District, as well as determining a path to regulation of natural gas installation for new construction. Staff is also considering introducing a zero or near-zero emission standard for oxides of nitrogen as that can be met by some equipment currently available on the market. Because conversion to these appliances may require changes to homes electrical service, staff is developing an equity analysis to ensure the cost impacts to consumers, especially low-income consumers, are fully understood and means to mitigate those impacts are explored and considered.

Staff presented to the Climate Protection Committee in November 2020 and received direction to move forward with rulemaking for both new and existing buildings and bring language to the board in 2021. The Board and the public emphasized the need for swift action in this space but also noted the importance of balancing complicating factors, such as equity and the availability of funding mechanisms for incentives and subsidies. Staff will update the Stationary Source and Climate Impacts Committee in April of this year and plans to present the equity analysis to the Community Equity, Health & Justice Committee later this year. Staff anticipates bringing this effort to the Board for their consideration in the second quarter of 2022.

Fluorinated Gases: In concert with on-going climate and planning efforts surrounding management of high-GWP F-gases, Rule Development staff is additionally considering the introduction of a new rule to reduce end-of-life F-gas emissions. Staff does not currently have a proposed date to present this suite of rules to the Board of Directors.

Definition of Refinery: Air District staff are looking to revise the definition of “refinery” in all Air District rules to ensure that the two refineries that are transitioning from the use of petroleum to renewable fuels remain subject to current Air District requirements. This effort is underway, and a proposal should be ready to be presented to the Board of Directors for consideration for adoption sometime in either the fourth quarter of this year or the first quarter of 2022.

<b>COMMUNITY ENGAGEMENT DIVISION V. EADY, SR. DEPUTY EXECUTIVE OFFICER</b>
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AB 617 Community Health Protection Program

- **Monday, March 22, 2021** - Community Engagement staff met with Participatory Budgeting (PB) experts from Fresno, California. The purpose of the meeting was to learn about the process and lessons learned that can be applied to PB at the Air District.
- **Wednesday, March 17, 2021** - Staff met with staff from the City of Vallejo to discuss participatory budgeting approaches, best practices, and lessons learned.
- **February 25, 2021 - CARB Board Hearing** - Staff attended the CARB Board Hearing to select the 2021 AB 617 communities.

West Oakland AB 617

- Staff continue to meet with our West Oakland Co-Leads (WOEIP) on a weekly basis to discuss next steps for implementation of the Community Action Plan and design the following month’s Steering Committee meeting.
- **Wednesday, March 24, 2021** - Land Use Subcommittee Meeting



- **Tuesday, March 23, 2021** - Port and Freight Subcommittee Meeting
- **Wednesday, March 17, 2021** - Transit, Bike and Walk Subcommittee Meeting.
- **Tuesday, March 16, 2021** - Health and Living Buffer Subcommittee Meeting.
- **Wednesday, March 3, 2021** - Owing our Air Steering Committee Meeting
- **Wednesday, February 24, 2021** - Land-Use Subcommittee Meeting
- **Tuesday, February 23, 2021** - Port and Freight Subcommittee Meeting
- **Wednesday, February 17, 2021** - Transit, Bike & Walk Subcommittee Meeting
- **Tuesday, February 16, 2021** - Health and Living Buffer Subcommittee Meeting
- **Wednesday, February 3, 2021** - Owing Our Air Steering Committee Meeting
- **Wednesday, January 27, 2021** - Land Use Subcommittee Meeting
- **Tuesday, January 26, 2021** - Port & Freight Subcommittee Meeting
- **Wednesday, January 20, 2021** - Transit/Bike/Walk Subcommittee Meeting
- **Tuesday, January 19, 2021** - Health and Living Buffer Subcommittee Meeting
- **Thursday, January 14, 2021** - Staff met with Co-Leads and Alameda County Public Health Department's Chronic Disease Program Director for orientation to the sub-committee work and start the conversation about opportunities to partner.

#### Richmond/San Pablo AB 617

- **Friday, March 26, 2021** - Staff performed the swearing in ceremony for 13 members of the R-SP CERP Steering Committee. Staff collected forms, swore in members, and had brief in-person introductions.
- **Monday, March 22, 2021** - Monitoring Outreach Team (MOT) Meeting #6 - Five members of the MOT, four of whom were Monitoring Steering Committee members, met with District staff to discuss quarterly updates on monitoring projects, next steps for outreach to the community, and potential interactions with the CERP Community Steering Committee.
- **Sunday, March 20, 2021 - Tuesday, March 30, 2021** - Staff are conducting one-hour virtual meet-and-greet introductions will new R-SP CERP Steering Committee members to help with the onboarding process.
- **Monday, March 8, 2021 - Friday, March 12, 2021** - Staff continue to meet with CDT members one-on-one to identify constructive ways to continue to be involved in the CERP development process.
- **Monday, February 22, 2021** - Monitoring Outreach Team (MOT) Meeting #5 - The five members of the MOT, all of whom were Monitoring Steering Committee members, met with District staff to discuss quarterly updates on monitoring projects and next steps for outreach to the community. The group also discussed findings from mobile air monitoring in Richmond/San Pablo with Aclima staff.
- **Thursday, February 25, 2021 - Phone call with CERP CDT Member** - Staff spoke with a CERP CDT members to follow up after the CEHJ meeting and discuss ways the CDT members can remain involved in the CERP development process.
- **Friday, February 19, 2021** - Staff met with Community Design Team members to prepare for the upcoming CEH&J Committee meeting to address concerns and prepare them for engaging in the discussion.

- **Tuesday, February 2, 2021** - Meeting with CDT members Andres Soto and Janet Johnson to discuss upcoming CEH&J discussion on role of industry.
- **Tuesday, January 26, 2021** - Staff met with Dr. Neeta Thakur of UCSF to discuss the Richmond Environment and Asthma Community Health (REACH) Study, its approach, and how the study and its findings may inform the CERP Steering Committee and AB 617 implementation efforts.
- **Friday, January 22, 2021 - Monitoring Outreach Team (MOT) Meeting #4** - Four members of the MOT, all of whom were Monitoring Steering Committee members, met with District staff to discuss quarterly updates on monitoring projects, the group's workplan, and next steps for outreach to the community.
- **Wednesday, January 13, 2021 - West Oakland Environmental Indicators Project (WOEIP) Meeting** - Air District staff met with WOEIP staff to discuss the potential for using an existing consultation contract to provide guidance and support developing internal and external trainings and exercises for Air District staff, as well as for the CERP Steering Committee.
- **Tuesday, January 12, 2021 - Community Design Team (CDT) Meeting** - Nine members of the CDT were present for the meeting. Topics of discussion included the CERP Steering Committee application review process, preparation for upcoming meetings with the Community Health, Equity, and Justice Committee, and the process the District is putting forward for finalizing a charter once the Steering Committee is seated.

#### Spare the Air Resource Teams

- **Friday, March 19, 2021 - Tri-Valley Spare the Air Resource Team** - The Tri-Valley Spare the Air Resource Team met via Zoom on Friday, March 19, 2021, from 1:30 pm until 2:30 pm. At the meeting, the Team continued its discussion about what the Team will work on next by revisiting the list of topics the Team has been exploring: Equity in Commuting, Adaptive/Hybrid Worksite, Flexible Commuter Benefits, Telework, Back to Basics, and Bicycle Commuting/BTWD.
- **Friday, March 19, 2021 - Sonoma County Spare the Air Resource Team** - The Sonoma County Spare the Air Resource Team met via Zoom on Friday, March 19, 2021, from 10:30 am until 11:30 am. The Team is supporting the Sonoma County Office of Education's Five-Minute Film Festival by providing the names of content experts in a variety of sustainability fields who are willing to provide technical expertise to students.
- **Thursday, March 18, 2021 - Contra Costa County Spare the Air Resource Team** - The Contra Costa County Spare the Air Resource Team met via Zoom on Thursday, March 18, 2021, from 10:30 am until 11:30 am. The Team previously agreed to promote the East Bay Bicycle Coalition's Driver Ed 2.0 quiz by offering incentives via random prize drawings. At this meeting, the Team chose the graphics and prizes for the Driver's Ed 2.0 quiz promotion.
- **Wednesday, March 17, 2021 - San Francisco Spare the Air Resource Team** - The San Francisco Spare the Air Resource Team met via Zoom on Wednesday, March 17, 2021, from 1:00 pm until 2:15 pm. At the meeting, the Team continued planning for the **Bike-Friendly Facilities Forum**. The purpose of this online event is to share examples of bike-friendly facilities, and provide some practical recommendations for SF business, property

managers and building owners, to help them make their facilities more welcoming to bicycle commuters.

- **Thursday, March 11, 2021 - Southern Alameda County Spare the Air Resource Team** - The Southern Alameda County Spare the Air Resource Team met via Zoom on Thursday, March 11, 2021, from 1:00 pm until 1:45 pm. At the meeting, the Team chose the graphics and prizes for the Driver's Ed 2.0 quiz promotion. The Team also discussed offering bike-friendly driver classes to employers with fleets operating in Southern Alameda County.
- **Friday, February 19, 2021 - Sonoma County Spare the Air Resource Team** - The Sonoma County Spare the Air Resource Team met via Zoom on Friday, February 19, 2021, from 10:30 am until 11:30 am. The Team is supporting the Sonoma County Office of Education's Five-Minute Film Festival by providing the names of content experts in a variety of sustainability fields who are willing to provide technical expertise to students.
- **Wednesday, February 17, 2021 - San Mateo County Spare the Air Resource Team** - The San Mateo County Spare the Air Resource Team met via Zoom on Wednesday, February 17, 2021, from 1:00 pm until 2:15 pm. The San Mateo County Spare the Air Resource Team is focusing on internal education; providing its members with opportunities to explore timely TDM issues, including the hybrid or adaptive workplace, building flexibility into your commuter benefits program, and equity in commuting. Members of the Santa Clara County Spare the Air Resource Team were invited to join the meeting.
- **Thursday, February 11, 2021 - Southern Alameda County Spare the Air Resource Team** - The Southern Alameda County Spare the Air Resource Team met via Zoom on Thursday, February 11, 2021, from 1:00 pm until 2:00 pm. At the meeting, Kirsten Riker, Project Manager with 511 Contra Costa's Advanced Mobility Group, presented 511 Contra Costa's Electric Bicycle Rebate Program, and Phillip Kobernick, Programs Manager with Peninsula Clean Energy, gave the Team a preview of PCE's e-bike rebate program. After that, Kirsten and Phillip took questions from the Team. The Team also continues to explore ways to promote bicycle safety, such as incentivizing the DriverEd2.0 quiz in the lead-up to Bike to Workday on May 21, 2021 and providing driver safety training classes online.
- **Wednesday, February 10, 2021 - SF Spare the Air Resource Team** - The SF Spare the Air Resource Team met via Zoom on Wednesday, February 10, 2021, from 1:00 pm until 2:30 pm. At the meeting, SF MTA previewed their SF Business Telework Support toolkit beta website with the Team. SF MTA also provided an update on new prepaid options for SF Muni and solicited feedback from the Team. The Team also shared project updates for 1) the webinar to help property managers and building owners make facilities more bicycle-friendly and 2) the *Essential Worker Ride Home Program*.
- **Thursday, February 4, 2021 - Tri-Valley Spare the Air Resource Team** - The Tri-Valley Spare the Air Resource Team met via Zoom on Thursday, February 4, 2021, from 1:30 pm until 2:30 pm. At the meeting, the Team discussed what to work on next. Last year at this time the Team was planning a webinar on how to map employee zip codes to promote ridesharing, which had to be postponed due to COVID-19. At the meeting, the Team will discuss what topic, related to commuting, to focus on for the webinar. The Team will also receive a project update from Air District Community Health Protection Grantee, the Tri-Valley Air Quality Community Alliance.
- **Wednesday, January 27, 2021 - Santa Clara County Spare the Air Resource Team** - The Santa Clara County Spare the Air Resource Team met via Zoom on Wednesday, January 27, 2021, from 10:00 am until 11:00 am. At the meeting, the Team received

service updates at VTA, SamTrans and Caltrain. The Team is collecting resources to help commuters and employers navigate commuting in the COVID-19 era. The Team also discussed potential new projects.

- **Wednesday, January 13, 2021 - San Mateo County Spare the Air Resource Team** - The San Mateo County Spare the Air Resource Team met via Zoom on Wednesday, January 13, 2021 at 1:00 pm. At the meeting, the Team received an update of proposed changes to transit service. At a previous meeting on December 2, 2020, Brandi Childress with VTA, and Seamus Murphy with the San Mateo County Transit District, provided updates on safety and service on VTA, SamTrans and Caltrain. Temporary changes to GoPass, designed to make the program more flexible, will be presented to the Board of Directors in January. The Team also discussed ideas for their new project.
- **Thursday, January 14, 2021 - Southern Alameda County Spare the Air Resource Team** - The Southern Alameda County Spare the Air Resource Team will meet via Zoom on Thursday, January 14, 2021, from 1:00 pm until 2:00 pm. At the meeting, the Team discussed bike safety education and telework policies for local governments. The team also discussed Air District programs such as Clean Cars for All and Cut the Commute.
- **Friday, January 15, 2021 - Sonoma County Spare the Air Resource Team** - The Sonoma County Spare the Air Resource Team met via Zoom on Friday, January 15, 2021, from 10:30 am until 12:00 pm. At the meeting, the Team received updates on all the latest information on Air District grant programs. The Team also received news that Safe Routes to School is promoting the Idle Free pledge to more than 30 schools in the area and reviewed the artwork for the website.
- **Thursday, January 21, 2021 - Contra Costa County Spare the Air Resource Team** - The Contra Costa County Spare the Air Resource Team met on Thursday, January 21, 2021 at 10:30 am. At the meeting, the Team received an update on the Idle Free Bay Area program and discussed their bicycle safety project.

#### Community Grant Program

- Staff continued working with James Cary Smith Grantees and School Community Grantees to discuss project updates, available resources, and workplan adjustments due to COVID-19.
- **Wednesday, March 24, 2021** - Staff collaborated with School Community Grantee Abraham Lincoln High School in San Francisco and staff from the Meteorology & Measurements Division to give a Zoom presentation to 24 students in an 11th grade Green Engineering class at Lincoln High. The presentation provided an overview of the Air District, how the District measures air quality, data analysis, and District internships.
- **Monday, February 8, 2021** - Staff met with the Executive Director of James Cary Smith grantee Mycelium Youth Network to discuss the organization's final grant report, and future opportunities for partnership.
- **Wednesday, February 3, 2021** - Staff met with Communities for a Better Environment to discuss their Community Health Protection Grant and partnership with the Air District on ongoing work around issues in East Oakland.
- **Monday, January 25, 2021** - Staff met with the contact for Castro Valley High School's School Community Grant to discuss their needs for upcoming student events on air quality, and resources from the Air District.

- Staff received final grant reports from four James Cary Smith Grantees that completed community-based projects focused on decreasing air pollution while increasing local awareness of and engagement in air quality improvement efforts. The funded organizations were Green Ninja, SEI, Sequoia Foundation, and Veggielution.

### Training

- **Wednesday, February 24, 2021 – Thursday, February 25, 2021 - Supervision: Relationships and structures that help us thrive** - Staff participated in a six-hour training session offered by CompassPoint.
- **Tuesday, February 23, 2021 – Thursday, February 25, 2021** - Staff participated in a six-hour Facilitation Skills training, focused on developing skills to create inclusive and meaningful meetings.
- **Wednesday February 10, 2021 and Wednesday, February 17, 2021** - Management staff participated in a four-part training on Coaching Skills for leaders by Compass Point. The training focused on developing coaching skills with an awareness of power and privilege.
- **Tuesday, February 9, 2021 and Thursday, February 11, 2021** - Staff participated in a two-part facilitation training hosted by CompassPoint. The training was focused on creating inclusive and purposeful meetings. Staff learned how to use the “purpose, outcome, and process”; reflect on identity and lived experience; strategies to interrupt oppressive power dynamics during meetings; and so much more.
- **Tuesday, February 2, 2021 and Wednesday, February 3, 2021 - Conflict Resolution with Power and Privilege in Mind** - Staff attended a training offered by CompassPoint.
- **Tuesday, February 2, 2021 - Implicit Bias Training** - Staff attended the three-hour Implicit Bias training with Dr. Bryant Marks.
- **Wednesday, January 27, 2021 and February 3, 2021 - Coaching for Leaders** - Management team attended 6 hours of training on coaching team members with an equity lens.
- **Monday, January 25, 2021 -Friday, January 29, 2021 - Strategies for Opposition and Outrage in Public Participation** – Staff attended a training by IAP2 on approaches and strategies for planning for opposition and outrage in public participation.

### Other

- **Monday, March 29, 2021** - Community Engagement staff met with Ernesto Arevalo of Communities for a Better Environment (CBE) to discuss language justice needs for mono-language communities who want to participate in the Air District’s upcoming workshop on the AB&I Foundry Health Risk Assessment Report.
- **Monday, March 22, 2021** - Community Engagement and Engineering Staff met with Communities for a Better Environment to discuss partnering together on a workshop on AB&I Foundry’s Health Risk Assessment. Topics included workshop date and time, the comment period, language access issues, agency divisions that are planning to attend and AB 617.
- **Wednesday, March 17, 2021** - Staff attended the Bayview Hunters Point Environmental Task Force Meeting hosted by Greenaction. Air District Engineering staff presented on

permit status and emission abatement infrastructure installation at stationary sources along Amador Street in San Francisco.

- **Tuesday, March 16, 2021** - Staff met with a group of community advocates who are members of the Particulate Matter Community Design Team to discuss the structure and charge of the group, and updates on particulate matter reduction efforts from the Air District.
- **Monday, March 15, 2021** - Staff from Community Engagement and Planning met with contacts from Contra Costa Health Services to discuss next steps and alignment for the Green and Health Homes Initiative, which will integrate climate and health interventions for low-income, high-risk asthma patients. Staff updated County partners on the status of Path to Clean Air AB 617 implementation efforts in the Richmond/San Pablo area.
- **Wednesday, March 10, 2021** - Staff from Community Engagement met with staff of San Leandro 2050 to share updates about AB 617 work.
- **Monday, March 8, 2021** - Staff from Community Engagement met with Communities for a Better Environment and the Congress of Neighborhoods' EJ Workgroup to discuss working together on the AB&I Health Risk Assessment Workshop.
- **Friday, March 5, 2021** - Staff from Community Engagement met with Communities for a Better Environment to discuss working together on the AB&I Health Risk Assessment Workshop.
- **Friday, February 26, 2021 - Community Review Panel for Advisory Council Recruitment** - Staff met with a Community Review Panel, made up of four volunteers from the Particulate Matter Design Team, to discuss community participation in the Advisory Council recruitment process, and next steps to rank applicants.
- **Tuesday, February 16, 2021** - Air District staff from Community Engagement and Planning met with contacts from Contra Costa Health Services to discuss next steps and alignment for the Green and Health Homes Initiative, which will launch shortly to integrate climate and health interventions for low-income, high-risk asthma patients. Staff updated County partners on the status of Path to Clean Air AB 617 implementation efforts in the Richmond/San Pablo area.
- **Thursday, February 11, 2021** - Air District staff met with staff at Communities for a Better Environment to discuss the possibility of co-hosting or partnering in other ways on the AB&I Health Risk Assessment process
- **Thursday, February 4, 2021** - Rule 6-5 Community Workshop - Staff facilitated a workshop on Rule 6-5. Participants learned about the various control options, shared their preferences, and participated in a Q&A with Air District technical staff.
- **Monday, February 1, 2021** - Staff met with three Bay Area physicians from the Climate Health Now initiative to discuss regulatory efforts around particulate matter reduction, and opportunities for public engagement.
- **Monday, January 11, 2021** - Staff met with six community advocates who are part of the Particulate Matter Community Design Team to discuss the Advisory Council's process and their concerns with this process, the Air District's regulatory options to reduce particulate matter, and next steps for the PM Design Team.
- **Tuesday, January 12, 2021 - Community Convening with Director Hurt** - Staff attended a meeting between community advocates from Environmental Justice Communities, TIO, DEI and Director Hurt. The purpose of the meeting was to introduce

community advocates to the District's draft Equity Tool and to learn from them how they would like to see the tool rolled out at the District.

- **Friday, January 8, 2021 - Equity Meeting with Marin County Staff** - Staff met with Marin County staff to discuss the AB 617 process and inclusive community engagement strategies that promote racial equity in government decision-making and planning.
- **Thursday January 7, 2021 - Community Town Hall on air quality in the Bayview community** - Staff has been working with members of the Bayview Hunters Point Community Advocates and the Southeast Community Council to hold a community town hall on Thursday, January 7, 2021 at 5:30 pm. The town hall is an opportunity for members of the community to engage with the Air District on air quality concerns in their community.

**OFFICE OF DIVERSITY, EQUITY, AND INCLUSION  
M. OKPALAUGO, ACTING DIRECTOR**

In the first quarter of 2021, the Office of Diversity, Equity, & Inclusion ( DE&I Office) focused on five (5) functional areas; Board of Directors/Community Equity, Health and Justice Committee resource, strategic planning, Human Resources strategies, DE&I events/activities, and communications.

**Board of Directors/Community Equity, Health and Justice Committee Support:** The DE&I Office assisted in the design and development of the Air District's first Community Equity, Health, and Justice (CEHJ) Committee meetings. The DE&I Office serves as a resource to this Committee. During this meeting, presentations by Senior Deputy Executive Officer, Veronica Eady, included resident representation on Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Community Steering Committee, the role of industry on the Community Steering Committee for the Richmond-North Richmond-San Pablo Community Emissions Reduction Plan, and the process to develop a recommended slate of candidates for the Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Community Steering Committee. Throughout the quarter, the DE&I Office continued to develop materials for the Community Equity, Health, and Justice Committee's monthly meetings.

In the first quarter of 2021, the DE&I Office met with the Community Equity, Health and Justice (CEHJ) Committee Co-Chair Davina Hurt and Senior Deputy Executive Officer Veronica Eady to discuss the Committee's 2021 Workplan. The proposed workplan is designed to create a synergy around equity within all programs at the Air District. Items discussed related to the plan included, health-based metrics, exposure reduction rates, Aclima related data, formalization of Community Convening meetings, development of the Community Advisory Council, Community Benefit Fund, and the potential utilization of a tool to ensure an equity lens is applied to all decisions impacting community. Specific areas requested by "community" to be considered were planning, permits, exposure, proximity, land use, enforcement, public health, disparities, health impacts, and vulnerability.

The DE&I Office began preparation for the CEHJ Community Convening sessions in April, May, June, July, and September. Proposed sessions will include an open dialogue for community members with Co-Chairs Davina Hurt and Tyrone Jue to provide a space for community advocates to begin visioning sessions on the Committee's overall work priorities for 2021 and 2022 work plan.

**Strategic Planning:** During the first quarter, the DE&I Office met with Executive Officer Jack P. Broadbent, Senior Deputy Executive Officer Veronica Eady, and the Employee Engagement Officer to discuss the African American Resource Team (AART)'s list of recommendations on practices and policies to assist in the advancement of Air District African American employees and communities. The group's three priorities include targeted recruitment strategies, hiring criteria and process, and ensuring management accountability regarding equitable and inclusive opportunities.

In February 2021, the DE&I Office launched the Equity Resource Team, an Equity Resource Team Selection Committee was formed to review applications and select employees to participate on the Equity Resource Team. Fifteen employees were selected to participate on the team.

The DE&I Office met with the Acting Administrative Officer, John Chiladakis, to discuss drafting of protocols relative to gender bias. The DE&I Office reviewed a draft outline of a gender equity strategy during a session with the women in leadership team and will be submitted to the executive team for its consideration.

The DE&I Office participated in the Innovation Team Program Project Meetings with the Air District Executive Team. During these meetings, the team shared information regarding the utilization of Project Management tools to assist with the agency's efficiencies district wide.

In March 2021, the DE&I Office met with the Communications Office and received a drafted Annual Report to review, edit and provide feedback on placement of featured content. The report will include content on the establishment of the Ad Hoc Committee on Equity, Access, and Inclusion, establishment of the Community Equity, Health and Justice Committee, the Air District Board Directors' 2020 adoption of the resolution condemning racism and injustice and affirming the agency's commitment to diversity, equity, access and inclusion, and Air District demographics by gender, and race/ethnicity.

Throughout the first quarter, the DE&I Office participated in the Remote Work Taskforce's bi-weekly meetings. The focused discussions involve drafting written content for the Air District's Remote Work Policy and the associated timelines of completion for a product to be reviewed by the Executive Team, Legal Division, and the Employee Association.

Also, in the first quarter of 2021, the DE&I Office continued to lead the Transparency and Equitable Funding Project designed to improve transparency in program budgets and spending in communities, by prioritizing traditionally marginalized and disinvested communities for investment opportunities and to better communicate funding opportunities.



In March 2021, the DE&I Office met with its Ad Hoc Employee Resource Group Policy Committee. During this meeting, the group discussed the creation of an overarching policy and set of guidelines for all employee resource teams to follow. Each of the respective resource teams will be tasked with adhering to the DE&I guidelines and principles once completely established and approved by the executive team.

In the first quarter, the DE&I Office participated in multiple “Live Event” meetings with Executive Officer, Jack P. Broadbent for all staff. During these sessions, the DE&I Office provided educational content, programming, and shared information on upcoming events.

**Human Resources/DE&I Strategies:** The DE&I Office continued to attend weekly Employee and Engagement meetings with the Human Resources management team and Illumyx to discuss the roll out of employee survey results to Division staff. The HR division and the DE&I Office worked further with Illumyx to assist prioritization of Illumyx’s actions planning sequencing, next steps, timelines related to planning sequence, and more detailed project planning for remainder of the year.

In February 2021 and March 2021, the DE&I Office met with the Air District’s HR’s leadership team to discuss aspects of operationalizing DE&I in recruitment, outreach, onboarding, and retention agreed upon with the DE&I Office moving forward. Part of these discussions included the utilization of a diversity, equity, and inclusion lens for a new Human Resources portal as part of the Air District’s employee recruitment process.

**Events/Activities:** During Black History Month in February 2021, the DE&I Office managed the Bay Area Metro Center’s Annual Black Expo 2021 event. This year, the expo/vendor fair was a virtual event. The DE&I Office partnered with MTC/ABAG for the event. Opening remarks were provided by Veronica Eady, Senior Deputy Executive Officer with closing remarks by the DE&I Office. Vendor product categories included arts and crafts, beauty products, food and beverage, apparel, and jewelry and accessories.

In February 2021, in honor of Black History Month, the DE&I Office held an Employee Cooking Demonstration. Senior Deputy Executive Officer, Veronica Eady, provided opening remarks followed by presentations by our employee Chef Extraordinaires. During this event, employees shared their culinary skills and created food dishes “live.” The Cooking Demo provided a platform for employees to share insights regarding their culture and the role food has played in the lives of African Americans in the United States.

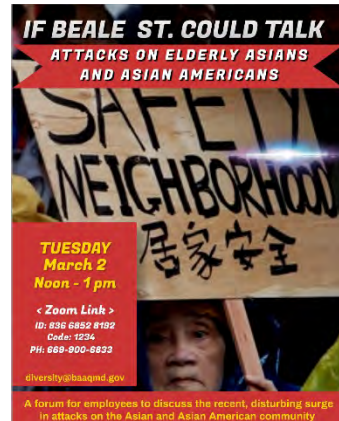
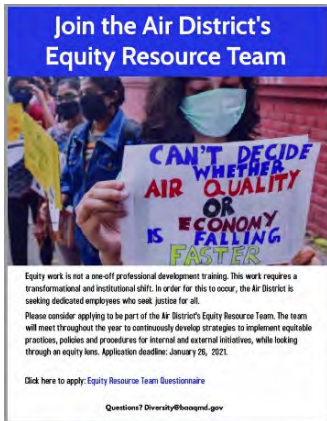
The DE&I Office met with the Women’s History Month Committee, comprised of women in leadership, to discuss and outline Women’s History Month events and activities. Activities selected included: 90 ME Minutes where talented Air District Women led a live event with 15-minute sessions that promoted selfcare, physical and mental health; Coffee Chat break-out sessions were held and designed for employees to discuss remote work challenges that have disproportionately affected female employees; and a Cultural Book Club discussion on the book, *My Own Words*, by Ruth Bader Ginsberg were part of Women’s History observances.

As part of the 'If Beale Street Could Talk' series, the DE&I Office presented a session, #ASafeDemocracy. During this session, employees were given an opportunity to voice their thoughts regarding the recent events that occurred at the US Capitol on January 6, 2021. Approximately one hundred employees joined the discussion to share their perspectives in a safe environment. In March 2021, the DE&I Office held an 'If Beale St. Could Talk' session focusing on the Attacks on Elderly Asians and Pacific Islanders. The discussion allowed a platform for employees to share their thoughts on the troubling events in the Asian community, while also providing meaningful, actionable items where employees can have a positive impact in their community. In addition, information was provided to staff regarding support mechanisms in place, if needed.

The DE&I Office conducted a series of Implicit Bias Awareness and Mitigation Training courses for staff. Dr. Bryant Marks, from the National Training Institute on Race and Equity facilitated the awareness and training sessions. A total of 349 employees participated in the trainings. The training is part of the Office's year-long training of staff in areas focused on diversity, equity, and inclusion.

**Communications/Newsletters:** The DE&I Office continued to provide educational and informational content on the Public Bulletin Board and within the employee newsletters. Communication examples included information about the Air District Equity Resource Team, Black History Month, Women's History, and 'If Beale St. Could Talk' conversations about current topics such as Attacks on Elderly Asians and Asian Americans.

**Sample communications:**



**STRATEGIC INCENTIVES DIVISION  
K. SCHKOLNICK, DIRECTOR**

**Key Performance Indicators**

Key Performance Indicators for the period of January 1, 2021 to March 31, 2021.

<i>Activity</i>	<i>Count</i>	<i>Amount/Description</i>
Projects Evaluated	43	\$9,700,056
Projects Contracted	38	\$14,660,705
Projects Amended	31	N/A
Grant Fund Payments Made for Projects (# reimbursement requests)	44	\$11,702,089
Outreach Events/ # of Webinars	6	687 total attendees
Disbursement Requests Submitted to Funding Source	4	\$11,501,332.59
Disbursements Received from Funding Source	2	\$8,262,314.59
Reports submitted to Funding Source	2	Zero-Emission Ferry Quarterly Goods Movement Program Quarterly
Applications for New Grant Revenue	3	\$18,956,043

**Key Accomplishments and Milestones**

**Transportation Fund for Clean Air (TFCA)** – Funded through a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to implement projects that reduce on-road motor vehicle emissions within the Air District’s jurisdiction. Sixty percent (60%) of TFCA funds are awarded directly by the Air District. The remaining forty percent (40%) are passed-through and awarded by the nine designated agencies within the Air District’s jurisdiction.

- **Regional Fund and Air-District Sponsored Projects:**
  - **March 2, 2021 and March 9, 2021:** Staff held a public workshop on the proposed fiscal year ending (FYE) 2022 updates to the TFCA Regional Fund Policies. Public comment period closed March 22, 2021.
- **County Program Manager (CPM) Fund:** During this quarter, staff hosted one CPM Work Group meeting to discuss the results of audit #21 of the CPM Fund and upcoming program deadlines. Staff also received progress reports from all CPMs showing the status of all open and recently completed projects and reviewed 46 projects for eligibility and compliance with the CPM policies for FYE 21.

- **January 12, 2021:** Staff sent the Cost-Effectiveness Worksheets for Arterial Management and Trip Reduction Projects to the County Program Managers.
- **January 13, 2021:** Staff sent the Expenditure Plan Applications for FYE 2022 to the County Program Managers.
- **January 19, 2021:** Staff held a work group meeting with the County Program Managers to share updates to the program and to obtain feedback on future program improvements.
- **Audit #21 and Audit #22:** The authorizing legislation for the TFCA requests annual audits be conducted at least bi-annually on all TFCA-funded programs and projects to confirm whether TFCA funds were used to implement the approved projects in accordance with applicable State law. This quarter, staff coordinated with auditors Simpson & Simpson regarding Audit #21, which involved the review of 100 County Program Manager (CPM) projects that were completed between July 1, 2017 and June 30, 2019. Throughout the quarter, Staff and the auditor had ongoing communications regarding the progress and completion of the audit that was delayed due to the impacts from the ongoing shelter-in-place order. The Audit #21 for the CPM was completed in February 2021. Staff initiated Audit 22 that will be conducted by Simpson and Simpson for TFCA Regional Fund projects completed by December 31, 2020.
  - **January 1, 2021, January 13, 2021, January 20, 2021, January 27, 2021, February 3, 2021 and February 10, 2021:** Staff met with the auditors, Simpson & Simpson, to discuss audit progress and with County Program Transportation Agencies to discuss audit results.
  - **February 4, 2021:** Staff met with Solano Transportation Authority and Alameda Co. Transportation Commission to discuss Audit #21 results.
  - **February 9, 2021:** Staff met with Santa Clara Valley Transportation Authority and Contra Costa Transportation Authority to discuss Audit #21 results.
  - **March 18, 2021:** Staff notified 57 Project Sponsors that will be audited during Audit #22.

**Carl Moyer Program (CMP), Mobile Source Incentive Fund (MSIF), Funding Agricultural Replacement Measures for Emission Reductions Program (FARMER), and Community Health Protection Program** – In cooperation with California Air Resources Board (CARB), the Air District administers State-funded grant programs including the CMP, MSIF, FARMER, and the Community Health Protection Grant Program. These programs provide funding to reduce emissions from existing heavy-duty engines in on-road vehicles, school buses, off-road and agricultural equipment, marine equipment, and locomotives. Staff evaluated applications, contracted with grantees for eligible projects, monitored project performance, conducted outreach to promote funding opportunities, submitted disbursement requests and funding reports, and participated in meetings and educational/informational events related to these programs.

- **Key Outreach:**
  - **January 6, 2021:** Staff sent out an eblast to notifying the public of the upcoming January 27 Off-Road Grant Program Application Webinar.
  - **January 20, 2021:** Staff hosted an off-road dealer webinar to train 21 equipment vendors.
  - **January 25, 2021:** Staff hosted a virtual exhibition booth at CARB’s Virtual One-Stop Trucking Event.
  - **January 27, 2021:** Staff hosted an off-road application webinar with 78 potential applicants.
  - **February 16, 2021:** Staff mailed 8,000+ Carl Moyer Program post cards to potential applicants and mailed 3,500+ Off-road Bi-folds to potential off-road projects applicants.

- **February 16, 2021:** Since 1/1/2021, staff called 185+ potential applicants located in disadvantaged and low-income communities regarding potential funding opportunities.
- **Key Administrative Activities and Reports:**
  - **January 5, 2021:** Staff submitted disbursement request #1 to CARB for Community Air Protection (CAP) Year 3 funds in the amount of \$7,534,814.59.
  - **January 8, 2021:** Staff submitted an application to CARB requesting \$13,000,000 in CMP Year 23 funds.
  - **February 10, 2021:** Staff executed an MOU in the amount \$ 2,230,000 with the Sacramento Metropolitan Air Quality Management District as part of co-funding the 20MOY175 project.
  - **February 16, 2021:** CAP Year 3 disbursement #1 received, totaling \$7,534,814.59 for administration and projects.
  - **February 23, 2021:** Staff presented on grant opportunities at the AB617 West Oakland Port & Freight Committee meeting.
  - **March 2, 2021:** Staff began accepting on-road voucher applications based on the revised 2021 Voucher Incentive Program Guidelines.
  - **March 8, 2021:** Staff submitted an application to CARB requesting \$2,000,000 in CMP Year 23 State Reserve funds.
  - **March 11, 2021:** Staff submitted a disbursement request to CARB for CMP Year 22 project funds in the amount of \$2,729,479.
- **Coordination Meetings, Events, and Other Activities:**
  - **January 8, 2021 and 28, 2021:** Staff met with CARB on the FARMER Zero-emission Demonstration Program.
  - **January 11, 2021:** Staff met with CARB to record a video on funding available in the Bay Area for CARB's upcoming One-Stop Truck Event.
  - **January 27, 2021:** Staff attended CARB's DOORs Annual Reporting Webinar.
  - **February 3, 2021:** Staff met with SJVAPCD grants staff to collaborate and discuss successful outreach strategies for off-road projects.
  - **February 5, 2021:** Staff met with San Francisco Airport representatives to share information about incentive programs to be shared with airport-equipment operators.
  - **February 5, 2021:** Staff met with SCAQMD grants staff to collaborate and discuss successful outreach strategies.
  - **February 23, 2021:** Staff met with Delta Airlines to discuss potential eGSE, infrastructure, and portable and stationary engine funding at SFO, OAK, and SJC airports.
  - **March 5, 2021:** Staff met with CARB to discuss zero-emission off-road testing requirements for CORE funding and the District's FARMER Zero-emission Demonstration Program.
  - **March 11, 2021:** Staff met with PG&E to discuss coordination on grant programs for electric vehicles and associated infrastructure.
  - **March 16, 2021:** Staff attended CARB Commercial Harbor Craft Public Workshop.
  - **March 30, 2021:** Staff attended PG&E's Electric Heat Pumps for Space Heating and Cooling webinar.

**Proposition 1B Goods Movement Program (GMP)** – This program provides funding for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and shore power equipment. The program has \$20 million available for projects that reduce diesel emissions and health risk from freight movement vehicles and equipment along California trade corridor. Staff conducted outreach to promote funding opportunities and participated in meetings related to these programs. The Goods Movement Program’s fifth solicitation closed on January 15, 2021, and staff reviewed projects and submitted data to CARB for ranking. The ranking lists for on-road trucks and cargo handling equipment have been approved by CARB and posted on Air District’s website. A sixth solicitation for on-road truck opened on March 18, 2021 and will close on May 6, 2021.

- **Administrative Activities, Meetings, Outreach, and Other Activities:**

- **January 27, 2021:** Staff met with CARB staff to discuss applications received from recent GMP solicitation.
- **February 3, 2021:** Solicitation closed on January 15, 2021, with 30 applications received (120 pieces of equipment) requesting for ~\$19.13M. Applications are being reviewed and letters to request additional information have been sent to applicants.
- **February 4, 2021:** Staff met with CARB staff to discuss the GMP project ranking list, GMOD system, and project calculation.
- **February 18, 2021:** Staff completed initial review of applications for a total of \$3.67 million for replacing 25 heavy-duty trucks to low-NOx or zero-emission technologies and submitted data to CARB for ranking.
- **March 3, 2021:** Staff sent solicitation materials to CARB for review and approval to open a solicitation for on-road trucks on March 18, 2021.
- **March 5, 2021:** Staff submitted the GMP quarterly report to CARB.
- **March 18, 2021:** Staff opened the 6th Solicitation for on-road trucks, which will close on May 6, 2021.
- **March 24, 2021:** Staff received the CARB the approved rank-list for the fifth Truck Solicitation.
- **March 25, 2021:** Staff met with East Bay Community Energy (EBCE) to discuss their efforts to provide infrastructure for electrification of medium and heavy-duty fleets along Bay Area transit corridors, and potential for GMP funding for their efforts.

**Volkswagen (VW) Environmental Mitigation Trust Fund Program** - The VW Environmental Mitigation Trust will provide approximately \$360M to mitigate the excess nitrogen oxide emissions caused in California by VW’s use of illegal emissions testing defeat devices. Under contract to CARB, San Joaquin Valley, South Coast, and Bay Area air districts are administering VW Program funding, with the Bay Area Air District responsible for the administration of two pots of funding: 1) for the installation of new electric and hydrogen fueling stations for light duty vehicles, and 2) for the scrap and replacement of heavy-duty forklifts, airport ground support equipment, port cargo-handling equipment, engines of marine vessels, and the installation of shore power systems for ocean going vessels.

During this quarter, staff conducted outreach and worked to finalize program solicitation materials and resources. The solicitations for the two programs are tentatively scheduled to open in May 2021. Staff also participated in coordination meetings with the other administering air districts and with CARB.

- **General VW Coordination Meetings, Events, and Other Activities:**
  - **January 7, 2021, February 12, 2021, February 18, 2021, March 4, 2021 and March 18, 2021:** Staff met with SCAQMD and SJVAPCD to share and coordinate administration of the VW Program across the five program categories.
  - **January 12, 2021 and January 26, 2021:** Staff met with CARB to discuss program progress and next steps.
  - **March 9, 2021:** Staff met with CARB to provide an update and to discuss specifics for the solicitations of the VW program light-duty infrastructure and zero-emission freight and marine programs.
  
- **Light-Duty Infrastructure (LDI) – Hydrogen-Fueling Stations** – The \$5 million in VW Trust funding was awarded through a competitive solicitation conducted under a contract with the California Energy Commission (CEC). The deadline to submit applications was May 22, 2020. On December 9, 2020, the CEC approved award of the VW Trust funds (five stations award \$1 million each). Two of these stations are in the Bay Area and are anticipated to be constructed by 2022. During this quarter staff continue to coordinate with the CEC for the contracting of the approved projects.
  - **January 28, 2021:** Staff attended a kick-off meeting with First Element and the CEC on their light-duty hydrogen station project.
  - **February 3, 2021:** Staff continued to meet monthly with the CEC to track the current grantees progress and discuss future opportunities.
  
- **LDI – Electric Vehicle (EV) Stations** - A competitive solicitation offering \$5 million in VW Trust funding is tentatively scheduled to open in mid-May.
  - **January 11, 2021:** Staff held the first pre-solicitation webinar which had over 150 attendees.
  - **January 20, 2021:** Staff met with CEC to discuss the EVI-Pro Tool and the CALeVIP to learn how information provided by these tools can inform the Air District’s solicitation.
  - **January 21, 2021:** Staff held a 2<sup>nd</sup> pre-solicitation webinar which had 120 attendees.
  
- **Zero-Emission Freight and Marine Projects (ZEF&M)** – A competitive solicitation offering \$35 million in VW Trust funding was conducted June 18, 2020 - August 31, 2020. A solicitation seeking to award the remaining ~ \$34 million is currently being developed and is tentatively scheduled to open on a first-come, first served basis in May 2021:
  - **January 20, 2021:** Staff submitted a disbursement request to CARB for \$727,500 for the projects that were awarded through the solicitation that was conducted in 2020.
  - **February 23, 2021:** Reimbursement for the \$727,500 in requested funds was received.

### **Other Programs and Special Projects**

- **Goodwill Electric Truck Demonstration Project** – This Project is co-funded by TFCA and CARB, in partnership with SF Goodwill, the Center for Transportation and the Environment, and Build Your Dreams (BYD) Corporation. It will test the viability of deploying a fleet of electric delivery trucks in the Bay Area and ultimately provide a model to electrify Goodwill’s truck fleet across the nation. Eleven project vehicles were delivered to Goodwill for testing in 2018. This quarter, staff closed out the portion of the project that was funded by CARB and sent

a final disbursement request to CARB in December 2020. This project will continue to operate for three more years with funding from the Air District's TFCA program.

- **Zero-Emission Hydrogen Ferry Demonstration Project** – This Project, funded by CARB and administered by the Air District, will demonstrate the feasibility of hydrogen fuel cells for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. Construction on the ferry started in November 2018 and is expected to be completed by mid-2021.
  - **January 21, 2021, February 18, 2021, and March 18, 2021:** Staff hosted a monthly meeting with project partners to discuss the project's status.
  - **January 13, 2021:** Staff coordinated with CARB and SWITCH regarding disbursement procedures.
  - **March 16, 2021:** Staff submitted a disbursement request in the amount of \$509,539.
- **Woodsmoke Reduction Program** – This quarter staff finalized the Environmental Protection Agency (EPA) Targeted Airshed Grant (TAG) program proposal which will replace approximately 325 woodstoves or fireplace-inserts with zero-emission heat pumps in AB 617 and CARE communities, and for low-income residents. The EPA approved the proposal and subsequently issued the Assistance Agreement which includes the award terms and conditions. The program will be funded by the EPA TAG award of \$2.1M and match funds from the Air District's general funds. This program is currently under development and is scheduled to open by the end of 2021.
  - **January 11, 2021 and January 12, 2021:** Staff met with the Sacramento Metropolitan and San Joaquin Air Districts to discuss their wood smoke reduction programs.
  - **January 26, 2021, February 23, 2021, and March 23, 2021:** Staff attended the EPA's Residential Wood Smoke Working Group monthly call.
  - **February 3, 2021, February 10, 2021, and February 11, 2021:** Staff met with EPA to discuss the Woodsmoke Program for the Targeted Airshed Grant.
  - **February 26, 2021:** Staff submitted the revised and final documents to EPA for \$2,120,345 in federal funds for the Woodsmoke Program.
  - **March 8, 2021:** EPA issued Assistance Agreement #TA-98T16101-0.
  - **March 10, 2021:** Staff met with the EPA and other TAG grantees regarding project tracking and reporting requirements.

#### **Grant Programs in Development:**

- **January 4 – 7, 2021, January 13, 2021, January 20, 2021, January 22, 2021, January 27, 2021, January 29, 2021, and February 3, 2021, February 10, 2021, February 17, 2021, February 24, 2021:** Staff met with potential partners to discuss applications to CARB/CEC for GFO-20-606 Zero-Emission Drayage Truck and Infrastructure Pilot Project.
- **January 11, 2021:** Staff met with Related Santa Clara regarding questions and next steps to develop an agreement for mitigation offsets.
- **February 25, 2021:** Staff met with potential project partners for the EPA Diesel Emission Reduction Act (DERA) grant.
- **March 5, 2021:** Staff met with Gladstein consultants on a potential application for an EPA DERA grant for the replacement of 30 Class 8 trucks with zero-emission battery-electric vehicles.



- **March 16, 2021:** Staff applied for \$3,956,043 in EPA DERA grant funds for the replacement of 30 on-road heavy-duty diesel tractors with new heavy-duty battery electric tractors.

### **Other SID Coordination Meetings and Events**

- **January 8, 2021, February 10, 2021, and March 10, 2021:** Staff led and participated in the California Air Pollution Control Officers Association (CAPCOA) Mobile Source & Grants Committee.
- **January 6, 2021, January 13, 2021, February 3, 2021, February 17, 2021, February 24, 2021, March 3, 2021, March 10, 2021, March 24, 2021:** Staff attended the BAAQMD AB 617 Richmond/San Pablo Technical Assessment Meetings.
- **January 7, 2021, and February 4, 2021:** Staff met with government entities to discuss updates on hydrogen stations in California.
- **January 8, 2021 and February 9, 2021:** Staff met with the Port of Oakland regarding breach of Prop 1B contract terms for Howard Terminal and Low Carbon Fuel Standard (LCFS), and potential alternative projects.
- **January 14, 2021:** Staff attended the BAAQMD AB 617 Working Group Meetings.
- **January 11, 2021, February 8, 2021, February 22, 2021, and March 2021:** Staff attended the BAAQMD AB 617 Inter-Division Coordination Meeting
- **January 21, 2021:** Staff attended the Metropolitan Transportation Commission's Active Transportation Working Group.
- **January 26, 2021:** Staff attended the City of Fremont's workshop on transitioning to an electric fleet for public vehicles.
- **January 29, 2021:** Staff met with CARB to discuss the status of the Port of Oakland's proposed alternative project for the Goods Movement Program- Howard Terminal breach.
- **January 29, 2021, and March 26, 2021:** Staff attended the monthly Bay Area County Transportation Agencies Meeting (BACTA) meeting.
- **February 1, 2021 and March 19, 2021:** Staff met with BAAQMD staff to discuss scoping and needs for AB 617 GIS maps
- **February 4, 2021:** Staff met with PG&E staff on co-funding of electric school bus projects.
- **February 5, 2021:** Staff participated in the CARB work group meeting on *Implementation of the Clean Vehicle Rebate Project*.
- **February 11, 2021:** Staff attended a CARB webinar on *Air Regulation Affecting Public Schools in California*.
- **February 16, 2021:** Staff met with Sacramento Metropolitan Air Quality Management District (SMAQMD) grants staff to collaborate and discuss successful outreach strategies.
- **February 19, 2021:** Staff met with the SF Giants and the City and County of San Francisco regarding mitigation offsets for the Mission Rock Project.
- **February 22, 2021:** Staff attended CARB's Heavy Duty Implementation Workgroup Meeting.
- **February 23, 2021 and March 9, 2021:** Staff participated in a West Oakland Port & Freight Work Group meeting regarding zero-emission truck parking and infrastructure.
- **February 24, 2021:** Staff attended CALStart's Drive California Forward meeting.
- **February 26, 2021:** Staff submitted the annual report to the executors of the RFG settlement.
- **February 26, 2021:** Staff attended the Bay Area County Transportation Agencies (BACTA) Meeting.

- **March 2, 2021:** Staff attended CALStart’s Medium- and Heavy-Duty Zero-Emission Infrastructure Working Group #5.
- **March 2, 2021:** Staff attended CARB’s follow-up meeting on the statewide draft agricultural inventory.
- **March 3, 2021 and March 10, 2021:** Staff met with staff from LAVTA and San Mateo Office of Sustainability about potential grant funding opportunities.
- **March 3, 2021:** Staff participated in a Goods Movement Working Group and Transportation Funding Roundtable discussion with the Bay Area Regional Collaborative.
- **March 4, 2021:** Staff attended a coordination meeting between the US Department of Energy (DOE) Hydrogen and Fuel Cell Technology Office and California public agencies to discuss research and development priorities related to hydrogen.
- **March 4, 2021:** Staff attended a CARB workshop on the proposed Advanced Clean Fleets regulation.
- **March 5, 2021:** Staff attended County Transportation Agencies Planning Directors meeting.
- **March 9, 2021:** Staff participated in a meeting of the Oakland Gateway ZE Truck Parking work group, a sub-group West Oakland Port & Freight Work Group.
- **March 15, 2021:** Staff met with Caterpillar and its subsidiary Progress Rail to discuss locomotive electrification opportunities.
- **March 16, 2021:** Staff met with West Oakland Environmental Indicators Project to discuss work in West Oakland and AB617 efforts.
- **March 16, 2021:** Staff attended PG&E’s “Selling Heat Pumps for HVAC Retrofits System Efficiencies, Costs, and Why They’re Ideal for California” webinar.
- **March 18, 2021:** Staff attended the Metropolitan Transportation Commission’s (MTC) Active Transportation Working Group Meeting.
- **March 23, 2021:** Staff attended a webinar for early adopters on electrifying TRUs entitled “How to Deploy eTRUs: Lessons Learned from an Early Adopter” webinar, presented by California utilities and Advanced Cleantech News.
- **March 23, 2021:** Staff participated in a meeting of CAPCOA meeting with CARB to discuss recommendations for improving opportunities to fund zero-emissions equipment through the Carl Moyer Guidelines, Chapter 4.
- **March 29, 2021:** Staff attended Heavy-Duty Vehicle Inspection and Maintenance (HD I/M) Program Workgroup Meeting to Discuss Draft Proposed.

**Open Grant Solicitations Administered by SID (as of April 23, 2021)**

- **Approximately \$20 million remains available for award in fiscal year ending (FYE) 2021,** for eligible projects that upgrade or replace on-road vehicles, school buses, transit buses, off-road and agricultural equipment, marine equipment, and locomotives, and for eligible infrastructure projects that support advanced clean vehicles and technology. Funding for these projects is provided from the Air District’s Mobile Source Incentive Fund, Carl Moyer Program, Community Air Protection Program, and Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program, and Transportation Fund for Clean Air for eligible on-road only projects. <https://www.baaqmd.gov/moyer>

Priority and higher-funding levels is given to projects in the Assembly Bill (AB) 617-identified communities of West Oakland, Richmond-San Pablo, East Oakland/San Leandro, Eastern San Francisco, Pittsburg-Bay Point area, San Jose, Tri-Valley area, and Vallejo. Community input will play an important role in guiding the Air District's outreach and process for identifying priority projects. Funding in these communities is for eligible projects that reduce toxic air emissions and ozone-forming pollutants from mobile and stationary sources by replacing old, high-polluting vehicles and equipment [www.baaqmd.gov/ab617grants](http://www.baaqmd.gov/ab617grants)

- **Lower-Emission School Bus Program** – Funding is available for public school districts, Joint Powers Authorities (JPAs), and contracted fleets in the Bay Area for bus replacements, engine repowers or electric conversions, natural gas tank replacements, and electric charging & alternative fueling infrastructure projects. Applications are being accepted on a first-come, first served basis until all funds are awarded. [www.baaqmd.gov/lesbp](http://www.baaqmd.gov/lesbp)
- **Goods Movement Emission Reduction Program** – Approximately \$20 million is currently available by May 6, 2021, for equipment replacement and fueling infrastructure projects to reduce air pollution from freight movement activities in California. The program is currently open for projects to replace or repower existing commercial diesel-fueled trucks (with manufacturer Gross Vehicle Weight Rating (GVWR) 16,001 lbs. and greater) with new alternative-fueled equipment, install charging and fueling infrastructure, or install truck-stop electrification. [www.baaqmd.gov/goods](http://www.baaqmd.gov/goods)
- **Passenger Car and Light-Duty Truck Retirement** – The Vehicle Buy Back Program pays Bay Area residents \$1,200 per vehicle to turn in their operable, registered, model year 1997 and older passenger car or light-duty truck for scrapping. [www.baaqmd.gov/vbb](http://www.baaqmd.gov/vbb)
- **Coming Soon! Project categories funded by Volkswagen NOx Mitigation Trust Fund** Solicitations for light-duty electric-vehicle infrastructure and zero-emission freight and marine projects are anticipated to open in May 2021. Visit: <https://www.californiavwtrust.org/> to sign up for email alerts and to learn more about these opportunities.

**METEOROLOGY & MEASUREMENT DIVISION**  
**R. CHIANG, DIRECTOR**

### *Air Quality Forecasting*

No Spare the Air alerts were called in the Bay Area and no exceedances observed during the first quarter of 2021. Multiple weak weather systems moved across northern California during the first quarter. Downtown San Francisco saw 28 days with rainfall. However, only 50% of normal rainfall was received during the quarter.

### *Laboratory*

Subsequent to the shelter-in-place due to COVID-19, the laboratory has continued to operate on a reduced schedule and continues to provide support for critical ambient air monitoring programs including PM<sub>10</sub>, PM<sub>2.5</sub>, PM<sub>coarse</sub>, SASS, toxics canisters, and aldehydes.

The laboratory's remote work efforts have continued to focus on document revision, method and systems evaluation, and modernizing procedures amenable to digitalization.

### ***Regulatory Air Monitoring***

Thirty-one air monitoring sites and 10 meteorological towers were operational during the first quarter 2021. Operations were adjusted to ensure staff safety and compliance with applicable county health directives pertaining to COVID-19 response. Despite having to adapt to the logistical challenges posed by the shelter-in-place directives, staff continued to exceed all quality objectives while maintaining an average data capture for continuous criteria pollutant measurements of 92.91%.

#### **Refinery Community Monitoring**

- In January to March 2021, staff identified six candidate host sites for community monitoring with the City of Benicia.

### ***Community Monitoring***

Staff continued to work with Aclima to conduct mobile measurements throughout the Bay Area to identify potential differences in air pollution across geographies and establish community-scale baseline concentrations of air pollutants.

- Driving for Aclima annual baseline in all nine Bay Area counties has been completed.
- Reviewing driving coverage, potential biases, uncertainties, and impacts of shelter-in-place and wildfires on data.
- Staff continued work with Aclima on the Pro-Portal, a web-based tool for the Air District to visualize, analyze, and interpret data.

Staff are preparing and field-testing new monitoring capabilities to conduct the air toxics monitoring project selected by the AB 617 Richmond-San Pablo Monitoring Steering Committee. The monitoring has been delayed until COVID-19 conditions allow for staff to be in close contact to conduct the monitoring, for example multiple staff inside a monitoring van.

### ***Quality Assurance***

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (25 monitoring stations, 52 parameters) except for a SASS temperature sensor in Vallejo, and a NOx analyzer (converter efficiency) in Berkeley. The Air-Monitoring Section was notified of the excursions outside of District accuracy limits on the same day they were found.

- The section has been conducting as many audits as possible, while still respecting social-distancing guidelines, as well as everyone's personal-parameter requests for health and safety needs.
- The PE Section began certifying our Level-Three (3) ozone photometers in-house, with our Level-Two (2) photometer approximately one year ago. Our Level-Two photometer is still calibrated with a Level-One Standard Reference Photometer at the CARB Standards Lab in Sacramento.

- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H<sub>2</sub>S) and sulfur dioxide (SO<sub>2</sub>) gas-analyzers were conducted at Chevron, Valero and Marathon Refineries.
- o The PE Section worked with the C&E Division to monitor for SO<sub>2</sub> and H<sub>2</sub>S in West Berkeley at Berkeley Asphalt (LeHigh Hanson Berkeley Asphalt, 699 Virginia St.) H<sub>2</sub>S was not detected by the on-board analyzer, and only low levels of SO<sub>2</sub> were detected.
- o Excellent progress was made in developing a method to extract the section's audit results (data) from our Access Database in a format compatible with uploading it to AQS.
- o Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.

### *Air Quality Analysis*

#### AB 617 Richmond-San Pablo Monitoring Plan

- o Compiled and analyzed data for use in quarterly updates on monitoring plan implementation and for CERP technical assessment (ongoing).
- o Prepared and delivered presentations on monitoring data analyses for internal technical assessment meetings.
- o Monitoring Outreach Team (MOT):
  - o Held monthly meetings with community members to discuss status of air monitoring projects and development of public-facing materials (January 22, 2021, February 22, 2021, and March 22, 2021).
  - o Developed factsheets on initial analyses of available air toxics and PM<sub>2.5</sub> data, as part of the quarterly update.
  - o Coordinated with monitoring project leads for their contributions to the quarterly update.
  - o Compiled and finalized quarterly update on air monitoring projects (released March 26, 2021)

#### AB 617 Readiness in High Priority Communities

- o Continue to work with Bay Air Center to develop informational resources about air quality, sensors, and data interpretation.
- o Eastern SF / Bayview-Hunters Point
  - o Provided historical reports and other information as requested by the community.
  - o Completed sensor collocation at the Air District San Francisco monitoring site for two CARB Community Air Grant recipients, Greenaction and Brightline Defense.

#### Technical Advising to Bay Area Communities and Stakeholders

- o Ongoing technical support answering questions about air monitoring, low-cost sensors, and data analysis to members of the board, the public and media.
- o Gave a presentation to engineering students at Lincoln High School (San Francisco) about air quality, the Air District, and air monitoring (March 23, 2021).

#### Technical Advising to Air District divisions

- o Reviewed the monitoring design for five new and revised Asbestos Dust Monitoring Plans for Compliance & Enforcement.

## *Source Test*

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB 617, Regulation 11-18 and emission inventory improvement.
- Oversight of the Regulation 12-15 fence line monitoring programs.
- Tracked progress of refinery hydrogen sulfide fence line monitoring field demonstration.
- Drafting revisions to the Manual of Procedures Volumes IV and V.
- Evaluation and Assessment of fluidized catalytic cracking unit PM<sub>10</sub> testing results.
- Oversight of South Bay Odor Study and March sampling event.
- Continued work on Injury & Illness Prevention Plan (IIPP).
- Initiated review of source test tracking and review system.
- Source tests conducted:
  - Planning and performance of refinery Fluidized Catalytic Cracking Unit PM<sub>10</sub> testing.
  - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
  - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
  - Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
  - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
- Technical advising to Air District Divisions:
  - Advice and guidance to Engineering and Compliance & Enforcement on emission data interpretation, permit development and recommendations for further evaluation indicating potential violations.
  - Advice to the Rules Section on development of Rules 6-5, 8-5, 9-4, 9-6, 9-7 and 13-5.
  - Advice and meeting participation on the Organics Emissions Estimation (OEE) workgroups and knowledge gap analysis.

<b>STATISTICS</b>			
<b><u>Administrative Services:</u></b>		<b><u>Compliance Assistance and Operations Program:</u></b>	
<b><u>Accounting/Purchasing/Comm.</u></b>		Asbestos Plans Received	1337
General Checks Issued	1485	Coating and other Petitions Evaluated	0
Purchase Orders Issued	644	Open Burn Notifications Received	1102
Checks/Credit Cards Processed	5100	Prescribed Burn Plans Evaluated	17
Contracts Completed	79	Tank/Soil Removal Notifications Received	20
RFP/RFQ	1	Compliance Assistance Inquiries Received	61
Leases	2	Green Business Reviews	2
		Refinery Flare Notifications	3
<b><u>Executive Office:</u></b>			
APCO'S Meetings Attended	390		
Board Meetings Held (including Budget Hearing and CAF)	4	<b><u>Compliance Assurance Program:</u></b>	
Committee Meetings Held	10	Industrial Inspections Conducted	1075
Advisory Council Meetings Held	0	Gas Station Inspection Conducted	421
Hearing Board Meetings Held	2	Asbestos Inspections Conducted	328
New Variances Received	1	Open Burning Inspections Conducted	25
		PERP Inspections Conducted	20
<b><u>Information Systems:</u></b>		Mobile Source Inspections	0
New Installation Completed	4	Grant Inspections Conducted	68
PC Upgrades Completed	18		
Service Calls Completed	855	<b><u>Engineering Division:</u></b>	
		Annual Update Packages Completed	910
<b><u>Human Resources:</u></b>		New Applications Received	294
Manager/Employee Consultation (Hrs.)	350	Authorities to Construct Issued	188
Management Projects (Hrs.)	400	Permits to Operate Issued (New and Modified)	226
Employee/Benefit Transaction	600	Permit Exemptions (Entire application deemed exempt)	5
Training Sessions Conducted (Group)	4	New Facilities Added	132
Training Sessions Conducted (Individual)	11	Registrations (New)	14
Applications Processed	410	Health Risk Assessments (HRA)	49
Exams Conducted	22		
New Hires	4		
Promotions	19	<b><u>Communications and Public Information:</u></b>	
Separations	7	Responses to Media Inquires	34
Payroll Administration (Hrs.)	900	Events Staffed with Air District Booth	4
Safety Administration	150		
Inquiries	4000	<b><u>Community Engagement:</u></b>	
		Presentations Made	3
<b><u>Facility/Vehicle:</u></b>		Visitors	0
Request for Facility Service	54	Air District Tours	0
Vehicle Request(s)	3	Community Meetings Attended	39
Vehicle Maintenance/Service/Repair(s)	30		

<b>STATISTICS (continued)</b>			
<b>Compliance and Enforcement Division:</b>		<b>1st Quarter 2021 Agricultural Burn Days</b>	
<b>Enforcement Program</b>		Jan - March Permissive Burn Days-North	78
Violations Resulting in Notices of Violations	174	Jan - March No-Burn Days-North	12
Violations Resulting in Notice to Comply	7	Jan - March Permissive Burn Days-South	78
New Hearing Board Cases Reviewed	2	Jan - March No-Burn Days-South	12
Reportable Compliance Activity Investigated	146	Jan - March Permissive Burn Days-Coastal	76
General Complaints Investigated	836	Jan - March No Burn Days-Coastal	14
Wood Smoke Complaints Received	533		
Mobile Source Violations	0	<b>Laboratory</b>	
		Analyses Performed	1151
		Inter-Laboratory Analyses	1
<b>Meteorology Measurements &amp; Rules:</b>			
<b>1st Quarter 2021 Ambient Air Monitoring</b>			
Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0	<b>Technical Library</b>	
Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0	Titles Indexed/Cataloged	0
Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0	Periodicals Received/Routed	0
Days Exceeding the Nat'l 8-Hour Ozone Std.	0	Reportable Compliance Activity Investigated	0
Days Exceeding the State 1-Hour Ozone Std.	0	<b>Source Test</b>	
Days Exceeding the State 8-Hour Ozone Std.	0	Cargo Tank Tests Performed	0
		Total Source Tests	37
<b>Ozone Totals, Year to Date 2021</b>		Pending Source Tests	0
Days Exceeding State 1-Hour Ozone Std.	0	Further Evaluation Notices Recommended	14
Days Exceeding Nat'l 8-Hour Ozone Std.	0	Contractor Source Tests Reviewed	4462
Days Exceeding State 8-Hour Ozone Std.	0	Outside Test Observed	35
		Further Evaluation Notices Recommended After Review	18
<b>Particulate Totals, Year to Date 2021</b>		Contractor Source Test Protocols Reviewed	42
Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0	Contractor Source Tests invalidated	46
Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0		
Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0	<b>Continuous Emissions Monitoring (CEM)</b>	
		Indicated Excesses Emission Reports Evaluated	68
<b>Ground Level Monitoring (GLM)</b>		Monthly CEM Reports Reviewed	121
Jan. - March Ground Level Monitoring SO <sub>2</sub> Excess Reports	0	Indicated Excess from CEM	65
Jan. - March Ground Level Monitoring H <sub>2</sub> S Excess Reports	0	Field Accuracy Tests Performed	0



## These facilities have received one or more Notices of Violations

### Report period: January 1, 2021 – March 31, 2021

<b>Alameda County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/12/2021	Z8581	Chevron Station #90972	Berkeley	GDF Standard Phase II CARB Certified Requirement
1/27/2021	Y5214	Berkeley Gas & Smog	Berkeley	GDF Phase II Requirement: Hold Open Latch
1/27/2021	Z8560	Chevron #0289	Berkeley	Failure to Meet Permit Conditions
2/4/2021	A0123	Berkeley Asphalt Co	Berkeley	Public Nuisance
2/9/2021	A0123	Berkeley Asphalt Co	Berkeley	Public Nuisance
2/16/2021	A0123	Berkeley Asphalt Co	Berkeley	Failure to Meet Permit Conditions
3/10/2021	Z8870	APRO, LLC DBA United Pacific #5440	Castro Valley	Failure to Meet Permit Conditions
3/15/2021	Z5000	ARCO AMPM Minimart	Dublin	GDF Phase I Equipment Not Maintained
2/25/2021	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
2/25/2021	E2547	Delta Americas	Fremont	Failure to Meet Permit Conditions
3/10/2021	A2246	Waste Management of Alameda County	Fremont	Non-Compliance; Major Facility Review
3/10/2021	A2246	Waste Management of Alameda County	Fremont	Landfill Emission Control System Requirement
3/10/2021	A2246	Waste Management of Alameda County	Fremont	Parametric Monitoring and Recordkeeping Procedures
1/5/2021	Z8479	Southern Counties Oil Co. LLP	Hayward	GDF Standard Phase II CARB Certified Requirement
1/6/2021	Z8480	Hesperian Gas, Inc	Hayward	Failure to Meet Permit Conditions
1/7/2021	X1491	ARCO Service Station	Hayward	GDF Phase I Requirement
1/7/2021	X1491	ARCO Service Station	Hayward	All Phase II vapor recovery equipment shall be both leak free and vapor tight
1/13/2021	Z8588	7-Eleven Store # 35341	Hayward	GDF Pressure Vacuum Valve Requirements, Underground Storage Tanks
1/14/2021	Z8506	New Raja Enterprises, Inc	Hayward	All Phase II vapor recovery equipment shall be both leak free and vapor tight
2/2/2021	Z8615	Hesperian Wave Corp	Hayward	Failure to Meet Permit Conditions
2/9/2021	Z8735	Grand Petroleum Inc.	Hayward	GDF Standard Phase II CARB Certified Requirement
3/18/2021	L3178	All American	Hayward	Failure to Meet Permit Conditions
3/18/2021	L3178	All American	Hayward	GDF Phase I Equipment Not Maintained
1/19/2021	A2513	Master Builders Solutions LLC	Newark	Failure to Meet Permit Conditions
3/16/2021	A0153	PABCO Gypsum	Newark	Failure to Meet Permit Conditions
1/6/2021	R6462	Claremont Country Club	Oakland	Failure to Meet Permit Conditions
1/7/2021	Z8577	Save on Gas	Oakland	All Phase II vapor recovery equipment shall be both leak free and vapor tight
1/7/2021	Z8577	Save on Gas	Oakland	Phase I vapor recovery equipment shall be both leak free and vapor tight
1/7/2021	Z8577	Save on Gas	Oakland	Failure to Meet Permit Conditions
1/29/2021	Z8573	SFD	Oakland	Asbestos; Written Plan or Notification
2/10/2021	Z8641	SFD	Oakland	Asbestos; Schedule Changes and Updates
2/24/2021	Z8749	OFD Fire Station #2	Oakland	GDF Standard Phase I CARB Certified Requirement
2/26/2021	Z8712	SFD	Oakland	Asbestos; Written Plan or Notification
3/29/2021	Z8844	Pious Petroleum LLC	Oakland	GDF Standard Phase II CARB Certified Requirement
1/7/2021	Q0085	San Leandro Unfd Schl	San Leandro	Asbestos; Schedule Changes and Updates
1/11/2021	Z8538	SFD	San Leandro	Administrative Requirements; Fees
1/11/2021	Z8538	SFD	San Leandro	Asbestos Operation Fee
1/26/2021	Y7419	Fast Gas & Mini Mart	San Leandro	Failure to Meet Permit Conditions
2/10/2021	Z8636	Lauren Rivera	San Leandro	Asbestos; Written Plan or Notification
2/17/2021	V6857	Sohal Oil #2	San Leandro	Failure to Meet Permit Conditions
1/25/2021	B1424	Caravan Foods II dba Sterling Fo ds	Union City	Failure to Meet Permit Conditions
<b>Contra Costa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/25/2021	Z8548	Antioch 76	Antioch	Failure to Meet Permit Conditions
2/11/2021	C9586	Lone Tree Shell	Antioch	Failure to Meet Permit Conditions
2/23/2021	Z8696	Delta Fair Chevron	Antioch	GDF Standard Phase II CARB Certified Requirement
3/9/2021	Z4829	7 - Eleven Inc. #39488	Antioch	GDF Standard Phase II CARB Certified Requirement
2/1/2021	Z8597	Russo's Marina Inc	Bethel Island	Failure to Meet Permit Conditions
2/5/2021	X9208	Perez Nursery	Brentwood	Open Burning; Prohibition of Fires
1/21/2021	Z4143	Byron Bethany Irrigation District	Byron	Failure to Meet Permit Conditions
1/21/2021	Z4143	Byron Bethany Irrigation District	Byron	GDF Phase I Requirement
1/21/2021	Z8590	Bureau of Reclamation	Byron	Failure to Meet Permit Conditions
1/25/2021	Z8549	GOV	Byron	Asbestos; Written Plan or Notification
2/5/2021	Z8617	State of CA - Dept of Water Resources	Byron	Failure to Meet Permit Conditions
2/5/2021	Z8617	State of CA - Dept of Water Resources	Byron	GDF Standard Phase I CARB Certified Requirement
2/16/2021	Z8733	Byron Mini Mart	Byron	Failure to Meet Permit Conditions
2/16/2021	Z8733	Byron Mini Mart	Byron	GDF Standard Phase II CARB Certified Requirement
2/24/2021	Z8747	Owner Occ. Condo	Concord	Administrative Requirements; Fees
2/24/2021	Z8747	Owner Occ. Condo	Concord	Asbestos Operation Fee
3/18/2021	Z8820	Danville 76	Danville	GDF Operating Practices
3/22/2021	Z8875	Danville Olde Town ARCO	Danville	GDF Phase I Equipment Not Maintained
2/9/2021	Z3899	El Cerrito Chevron	El Cerrito	All Phase II vapor recovery equipment shall be both leak free and vapor tight
2/9/2021	Z3899	El Cerrito Chevron	El Cerrito	GDF Phase I Equipment Not Maintained
2/9/2021	Z3899	El Cerrito Chevron	El Cerrito	Phase I vapor recovery equipment shall be both leak free and vapor tight
1/5/2021	B2758	Tesoros Refining & Marketing Company, LLC	Martinez	Petroleum Refineries Flare Minimization Standards
3/18/2021	P2543	Orinda country club	Orinda	Failure to Meet Permit Conditions
3/18/2021	A2371	USS-POSCO Industries	Pittsburg	Non-Compliance; Major Facility Review
1/26/2021	A0023	Chemtrade West US LLC	Richmond	Non-Compliance; Major Facility Review
2/9/2021	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
2/9/2021	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
2/9/2021	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
2/9/2021	Z8680	Commercial	Richmond	Asbestos; Containment Requirement
3/8/2021	A0010	Chevron Products Company	Richmond	Public Nuisance
3/25/2021	Z7037	Richmond Chevron	Richmond	All Phase II vapor recovery equipment shall be both leak free and vapor tight
3/8/2021	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources

**These facilities have received one or more Notices of Violations**  
**Report period: January 1, 2021 – March 31, 2021**  
**(continued)**

<b>Marin County</b>				
<b>Status</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2/18/2021	Z8677	Chevron Station #98933	Greenbrae	All Phase II vapor recovery equipment shall be both leak free and vapor tight
3/18/2021	A1713	MarinHealth Medical Center	Greenbrae	No Permit to Operate
1/21/2021	E0644	Buck Institute for Age Research	Novato	Failure to Meet Permit Conditions
3/2/2021	Z8774	Tiburon Public Works	Tiburon	Failure to Meet Permit Conditions
<b>Napa County</b>				
<b>Status</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/27/2021	A1634	Napa State Hospital	Napa	Final Emission Limits
2/1/2021	Z8758	SFD	Napa	Demolition, Renovation, and Removal Requirement
2/1/2021	Z8758	SFD	Napa	Asbestos Containing Waste Disposal
2/16/2021	N9852	Quantium Limits Vineyards	Napa	Open Burning; Prior District Notification
<b>San Francisco County</b>				
<b>Status</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/5/2021	Z8492	Wickman Development	San Francisco	Asbestos; Schedule Changes and Updates
1/5/2021	H2065	OFFICE BUILDING	San Francisco	Asbestos; Written Plan or Notification
1/5/2021	H2065	OFFICE BUILDING	San Francisco	Asbestos; Schedule Changes and Updates
1/8/2021	Z8490	MFD	San Francisco	Asbestos; Written Plan or Notification
1/19/2021	Z8586	SFD	San Francisco	Asbestos; Schedule Changes and Updates
1/19/2021	B2517	The Presidio Trust	San Francisco	No Authority to Construct
1/19/2021	B2517	The Presidio Trust	San Francisco	No Permit to Operate
1/27/2021	Z8558	SFD	San Francisco	Asbestos; Written Plan or Notification
2/1/2021	Z8603	Caltrans - Alemany Main	San Francisco	Failure to Meet Permit Conditions
2/8/2021	B2517	The Presidio Trust	San Francisco	Emergency Standby and Low Usage Engines, Monitoring and Recordkeeping
2/10/2021	E1382	Crescent Heights /Swinerton Builders	San Francisco	No Permit to Operate
2/17/2021	Z8663	SFD	San Francisco	Asbestos; Schedule Changes and Updates
3/30/2021	Z8854	Concrete Control	San Francisco	Failure to Meet Permit Conditions
<b>San Mateo County</b>				
<b>Status</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/26/2021	B3347	Jameco Electronics	Belmont	Emergency Standby and Low Usage Engines, Monitoring and Recordkeeping
1/25/2021	Z8539	Holy Cross Cemetery	Colma	Failure to Meet Permit Conditions
3/10/2021	A8020	Woodlawn Cemetery	Colma	GDF Phase I Equipment Not Maintained
3/30/2021	Z8852	Home of Peace Cemetery	Colma	Failure to Meet Permit Conditions
2/4/2021	Z8673	SFD	Daly City	Improper Demolition, Renovation and Removal
2/4/2021	Z8673	SFD	Daly City	Waste Disposal Procedures
2/9/2021	Z8673	SFD	Daly City	Asbestos; Written Plan or Notification
2/16/2021	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Non-Compliance; Major Facility Review
2/10/2021	Z8633	Sharp Park Golf Course	Pacifica	Failure to Meet Permit Conditions
3/4/2021	Z8633	Sharp Park Golf Course	Pacifica	Failure to Meet Permit Conditions
3/10/2021	Z8793	COM	Pacifica	Asbestos; Schedule Changes and Updates
1/20/2021	Z8582	Menlo Country Club	Redwood City	Failure to Meet Permit Conditions
3/3/2021	Z8761	LG Energy Group LLC	Redwood City	Failure to Meet Permit Conditions
3/22/2021	A2440	Sequoia Hospital / Dignity Health	Redwood City	Inorganic Gaseous Pollutants Final Emissions Limits
2/22/2021	Z8681	MFD	San Bruno	Improper Demolition, Renovation and Removal
2/22/2021	Z8681	MFD	San Bruno	Waste Disposal Procedures
2/22/2021	Z8656	MFD	San Bruno	Asbestos; Written Plan or Notification
3/3/2021	Z8759	Condo	San Bruno	Improper Demolition, Renovation and Removal
3/3/2021	Z8759	Condo	San Bruno	Waste Disposal Procedures
3/3/2021	Z8759	Condo	San Bruno	Asbestos; Written Plan or Notification
3/23/2021	Z8831	MFD	San Bruno	Asbestos; On-Site Representative
3/23/2021	Z8831	MFD	San Bruno	Waste Disposal Procedures
3/23/2021	Z8831	MFD	San Bruno	Asbestos; Written Plan or Notification
2/8/2021	B1551	Nxedge San Carlos	San Carlos	Inorganic Gaseous Pollutants Registration Requirements
3/25/2021	Z8841	COM	San Carlos	Asbestos; Schedule Changes and Updates
2/19/2021	A0051	United Airlines, Inc	San Francisco	Non-Compliance; Major Facility Review
2/19/2021	A0051	United Airlines, Inc	San Francisco	Standards for New Stationary Sources
3/3/2021	A1257	Genentech, Inc	South San Francisco	Periodic Testing
3/15/2021	Z8821	Salkhi Petroleum Inc.	South San Francisco	Failure to Meet Permit Conditions
3/29/2021	Z8845	SFD	South San Francisco	Asbestos; Containment Requirement
1/7/2021	Z8481	Skywood Trading Post	Woodside	Failure to Meet Permit Conditions

**These facilities have received one or more Notices of Violations**  
**Report period: January 1, 2021 – March 31, 2021**  
**(continued)**

<b>Santa Clara County</b>					
<b>Status</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>	
2/25/2021	M2663	A Tool Shed	Campbell	GDF Pressure Vacuum Valve Requirements, Underground Storage Tanks	
2/9/2021	Z8736	SFD	Cupertino	Administrative Requirements; Fees	
2/9/2021	Z8736	SFD	Cupertino	Asbestos Operation Fee	
2/3/2021	E0875	The Irvine Company	Milpitas	No Permit to Operate	
2/5/2021	E3002	BMI Products of Northern California	Milpitas	No Authority to Construct	
2/5/2021	E3002	BMI Products of Northern California	Milpitas	No Permit to Operate	
3/12/2021	A1812	Kirby Canyon Recycling and Disposal Facility	Morgan Hill	Landfill Emission Control System Requirement	
3/12/2021	A1812	Kirby Canyon Recycling and Disposal Facility	Morgan Hill	Failure to Meet Permit Conditions	
3/12/2021	A1812	Kirby Canyon Recycling and Disposal Facility	Morgan Hill	Parametric Monitoring and Recordkeeping Procedures	
3/25/2021	Z8836	Cochrane 76	Morgan Hill	All Phase I vapor recovery systems shall be equipped with a submerged fill pipe	
1/20/2021	Z8584	Phillips 66	Mountain View	GDF Pressure Vacuum Valve Requirements, Underground Storage Tanks	
2/11/2021	Z8584	Phillips 66	Mountain View	All Phase II vapor recovery equipment shall be both leak free and vapor tight	
3/11/2021	K6565	Mt. View-Los Altos Shl	Mountain View	California Code of Regulations	
1/14/2021	E4000	Pick N Pull Auto Dismantlers	San Jose	Failure to Meet Permit Conditions	
2/3/2021	Z8598	School	San Jose	Asbestos; Written Plan or Notification	
2/24/2021	Z8743	Owner Occ. Condo	San Jose	Administrative Requirements; Fees	
2/24/2021	Z8743	Owner Occ. Condo	San Jose	Asbestos Operation Fee	
3/10/2021	Z8789	beshoff Motor Group	San Jose	Failure to Meet Permit Conditions	
3/10/2021	Z8789	beshoff Motor Group	San Jose	GDF Phase I Equipment Not Maintained	
3/29/2021	Z8796	SFD	San Jose	Asbestos; Written Plan or Notification	
2/18/2021	C7225	Great America Gas & Auto Care	Santa Clara	GDF Pressure Vacuum Valve Requirements, Underground Storage Tanks	
2/23/2021	B1024	JSR Micro, Inc	Sunnyvale	Failure to Meet Permit Conditions	
3/30/2021	Z8851	Mathilda Valero	Sunnyvale	GDF Standard Phase II CARB Certified Requirement	
<b>Solano County</b>					
<b>Status</b>	<b>Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
	3/18/2021	B9552	Jamieson Canyon Water Treatment Plant	American Canyon	No Authority to Construct
	3/18/2021	B9552	Jamieson Canyon Water Treatment Plant	American Canyon	No Permit to Operate
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Opacity Limitation
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
	1/6/2021	B2626	Valero Refining Company - California	Benicia	Opacity Limitation
	1/7/2021	A0901	Valero Benicia Asphalt Plant	Benicia	Failure to Meet Permit Conditions
	2/18/2021	Z8685	Flavor Insights	Benicia	Failure to Meet Permit Conditions
	3/3/2021	Z8872	Fairfield Gas Mart	Fairfield	GDF Phase I Equipment Not Maintained
	2/3/2021	Z8740	Stop N Save #129	Vallejo	GDF Standard Phase II CARB Certified Requirement
	3/8/2021	Z8763	Ghiringhelli Foods	Vallejo	No Authority to Construct
	3/8/2021	Z8763	Ghiringhelli Foods	Vallejo	No Permit to Operate
	3/17/2021	Z8809	Element Petroleum, Inc	Vallejo	GDF Operating Practices
	3/22/2021	Z8876	SFD	Vallejo	Open Burning; Prohibition of Fires
	3/22/2021	Z8876	SFD	Vallejo	Demolition, Renovation, and Removal Requirement
<b>Sonoma County</b>					
<b>Status</b>	<b>Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
	2/16/2021	Z8652	Azari Vineyards	Petaluma	Open Burning; Prohibition of Fires
	3/10/2021	A2254	Republic Services of Sonoma County, Inc	Petaluma	Landfill Emission Control System Requirement
	2/2/2021	B3602	Deposition Sciences Inc	Santa Rosa	Failure to Meet Permit Conditions
	2/2/2021	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Non-Compliance; Major Facility Review
	3/24/2021	A9080	Sonoma County Facilities Dev & Mngmt Div	Santa Rosa	No Permit to Operate
	3/25/2021	A2531	St Joseph Health N CA, dba Santa Rosa Mem H	Santa Rosa	No Permit to Operate
	2/19/2021	Z8721	Jolly Washer 76	Sonoma	GDF Standard Phase II CARB Certified Requirement

**Closed Notice of Violations with Penalties by County  
January 1, 2021 – March 31, 2021**

**Alameda**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Acorn Restoration	B2239	Oakland	\$2,000	2
Alameda Health System dba Alameda Hospital	A3910	Alameda	\$10,000	3
American Tech	Z5878	Hayward	\$750	1
Bay Ship & Yacht Co.	A9684	Alameda	\$1,500	2
Belfor Property Restoration	T7324	Hayward	\$500	1
Berkeley Forge & Tool, Inc.	A0819	Berkeley	\$4,000	2
Bright View Landscape Dev	Z6836	Pleasanton	\$1,500	1
Clear Channel Outdoor	Z6730	Oakland	\$1,000	1
EBMUD GDF	Z7364	Oakland	\$1,500	1
IMX Incorporated	K2475	Oakland	\$500	1
R&B Equipment	Z4338	Hayward	\$2,500	2
Restoration Management Company	R2288	Hayward	\$500	1
Restoration Management Company	Z7864	Hayward	\$500	1
Silverado Contractors	J1257	Oakland	\$100	1
Stomper Company, Inc.	Z3539	Hayward	\$250	1

**Closed Notice of Violations with Penalties by County**  
**January 1, 2021 – March 31, 2021**  
**(continued)**

**Alameda (Cont'd)**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Synergy Enterprises	L3268	Hayward	\$500	1
Tri-City Rock, Inc	A6378	Fremont	\$2,500	1

**Alameda Total Violations Closed: 23**

**Contra Costa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Chevron Products Company	A0010	Richmond	\$147,000	33
GAWFCO Enterprises, Inc.	Z7664	Lafayette	\$2,000	2
Gilbert Ruiz	Y8453	Oakley	\$750	1
Joe William Hoyle	Z8341	San Pablo	Passed Wood Smoke Course	1
Martinez Refining Company, LLC	A0011	Martinez	\$30,000	3
Martinez Terminal Company, LLC	B1956	Martinez	\$21,000	2
Reamy Ralph D & Barbara	Z8433	Walnut Creek	Passed Wood Smoke Course	1
Shell Chemical, LP	B2870	Martinez	\$7,250	1

**Contra Costa Total Violations Closed: 44**

**Closed Notice of Violations with Penalties by County**  
**January 1, 2021 – March 31, 2021**  
**(continued)**

**Marin**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Bastien Daniel L TR Bastien Janet TR	Z8447	San Rafael	Passed Wood Smoke Course	1
De La Montanya 2012 Family Trust	Z8454	Novato	Passed Wood Smoke Course	1
Jakela, Inc.	K3771	Novato	\$100	1
Khiev Saun Kem Thoeun	Z8347	Novato	Passed Wood Smoke Course	1
Michael E. Gallup	Z8455	Novato	Passed Wood Smoke Course	1
Miller Creek School District	Z7165	San Rafael	\$750	1

**Marin Total Violations Closed: 6**

**Napa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Peter A. & Vernice H. Gasser Foundation	X1720	Napa	\$100	1
Phyllis Krueger TR	Z8465	Napa	Passed Wood Smoke Course	1
Rombauer Vineyards	E3899	Napa	\$1,000	1

**Marin Total Violations Closed: 3**

**Closed Notice of Violations with Penalties by County  
January 1, 2021 – March 31, 2021  
(continued)**

**San Francisco**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Eastwood Development	Z8342	San Francisco	\$100	1
Patrick & Friends Inc dba AIMSS	B9994	San Francisco	\$2,000	1
SFD	Z6603	San Francisco	\$1,000	1
SFT Construction	Z8133	San Francisco	\$750	1

**San Francisco Total Violations Closed: 4**

**San Mateo**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Almo Construction, Inc.	R9066	Redwood City	\$250	1
Bancroft Gas Corp.	Z7078	South San Francisco	\$8,000	3
Dutto Frederick J TR Dutto Catherine M TR Vesting: Trustee	Z8456	Pacifica	Passed Wood Smoke Course	1
E & S Auto Collision, Inc.	B2065	South San Francisco	\$3,500	1
Gas & Shop/Andy's BP, Inc.	Z4864	South San Francisco	\$3,500	2
KNK Petroleum Inc. dba Triton Gas	Z7251	Daly City	\$250	1
Maldonado's Auto Body & Paint	Z8771	Redwood City	\$500	1
Marsh Road Chevron	Z7568	Menlo Park	\$1,500	1

**Closed Notice of Violations with Penalties by County**  
**January 1, 2021 – March 31, 2021**  
**(continued)**

**San Mateo (Cont'd)**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Recipient	Z8453	Half Moon Bay	Passed Wood Smoke Course	1

**San Mateo Total Violations Closed: 12**

**Santa Clara**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Alliance Environmental Group	Z6632	San Jose	\$1,000	3
Buccaneer Demolition	Z7875	San Jose	\$500	1
Checkers Auto & Gas	Z7142	San Jose	\$1,000	1
Concrete ReadyMix,, Inc.	A9910	San Jose	\$2,500	1
Craig A. Rogers	G3567	San Jose	\$100	2
Gavilan College	A9111	Gilroy	\$500	1
Harmonic	E0062	San Jose	\$7,500	1
Jim Davis Texaco	Z8551	Palo Alto	\$250	1
Recipient	Z8452	San Jose	Passed Wood Smoke Course	1
Unocal #5995	Z6479	San Jose	\$500	1

**Santa Clara Total Violations Closed: 13**



**Closed Notice of Violations with Penalties by County**  
**January 1, 2021 – March 31, 2021**  
**(continued)**

**Solano**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Cal, Inc.	S6066	Vacaville	\$250	2
Flyers Valero	Z5353	Fairfield	\$2,000	1
Foux James H/Foux Ida L	Z8464	Fairfield	Passed Wood Smoke Course	1
John M and Tammy Foottit	Z8346	Benicia	Passed Wood Smoke Course	1
Peters Charles P/Peters Julie Ann	Z8444	Fairfield	Passed Wood Smoke Course	1
Trotter Morgan J/Schwartz Justin M	Z8438	Vallejo	\$100	1

**Solano Total Violations Closed: 7**

**Sonoma**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
CVE NB Contracting Group, Inc.	Z5329	Rohnert Park	\$7,500	1
Leisure Lake Village	Z8281	Petaluma	\$750	1

**Sonoma Total Violations Closed: 2**

**Closed Notice of Violations with Penalties by County**  
**January 1, 2021 – March 31, 2021**  
**(continued)**

**District Wide**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
1-888-4-Abatement, Inc.	Y9530	Rancho Cordova	\$4,000	2
1-888-4-Abatement, Inc.	T5264	Rancho Cordova	\$1,500	1
Disater Kleen Up Specialist	Y7256	Seaside	\$2,500	1
Waterhouse Management Corp.	Z7896	Roseville	\$1,000	1

**District Wide Total Violations Closed: 5**



Gavin Newsom, Governor  
 Jared Blumenfeld, CalEPA Secretary  
 Liane M. Randolph, Chair

To: **Members of the Board of Directors**  
 From: Davina Hurt, Board Member, California Air Resources Board  
 Date: May 7, 2021  
 Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from January 1, 2021, through March 31, 2021:

#### January Activities

6<sup>th</sup> Oath and Administrative Items  
 22<sup>nd</sup> Legal Overview and Administrative Items

#### February Activities

1<sup>st</sup> Staff Briefing re: Climate and Toxics Programs  
 3<sup>rd</sup> Meeting with Charge Point re: Meet-and-Greet and EV Infrastructure  
 5<sup>th</sup> Meeting with Electrify America re: Meet-and-Greet and EV Infrastructure  
 5<sup>th</sup> Meeting with Bay Area Council re: Meet-and-Greet  
 12<sup>th</sup> February Staff Briefing  
 16<sup>th</sup> February Board Meeting Logistics and Run Through  
 18<sup>th</sup> Meeting with CVAQ re: Meet-and-Greet and SJV Issues  
 18<sup>th</sup> Staff Briefing re: Environmental Justice Issues  
 23<sup>rd</sup> Meeting with EO re: Ag Burning  
 25<sup>th</sup> February Board Meeting

#### March Activities

11<sup>th</sup> March Staff Briefing  
 11<sup>th</sup> Prometheus Fuels Virtual Tour  
 18<sup>th</sup> Research Plan Briefing  
 18<sup>th</sup> Meeting with Fragrance Creators Assoc. re: Consumer Products Reg.  
 25<sup>th</sup> March Board Meeting  
 26<sup>th</sup> Meeting with WSPA re: Meet-and-Greet  
 30<sup>th</sup> Meeting with EO re: EV Charging

Attachments: Public Agendas



# Public Meeting Agenda

## Advance Copy

**Thursday, February 25, 2021**

In accordance with Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#) as well as recommendations from the California Department of Public Health, the February 25, 2021, Board Meeting will not have a physical location to attend in person. This will be a remote-only meeting.

The Board Meeting will be conducted remotely via a web-based videoconferencing service called Zoom. Members of the public who wish to comment verbally can register for the webinar.

**[Register for the Webinar](#) – for those who wish to comment verbally at the hearing.**

Alternatively, during the Board Meeting, members of the public can offer verbal comments by calling in via telephone. Members of the public do not have to register beforehand if they call in using the number below.

Phone Number: (669) 900-6833  
Webinar ID: 886 2426 0728

To only watch the Board Meeting and not provide verbal comments, please view the webcast. The webcast is the same video stream offered by the California Air Resources Board (CARB) during normal Board Meetings. If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments.

**[Webcast](#) – for those who only plan to observe the hearing.**

**[How to Participate in the Remote Board Meeting](#)**

**[Como Participar en la Reunión del Consejo a Distancia](#)**

**[Agenda de la Reunión del Consejo del 25 de febrero de 2021](#)**

Spanish Translation will be provided for the February Board Meeting.

**Thursday, February 25, 2021 @ 9:00 a.m.**

### **Discussion Items:**

Note: The following agenda items may be heard in a different order at the Board meeting.

### **21-1-1: Public Meeting to Consider Proposed Vehicle Miles Traveled (VMT) Offset Demonstration for the Coachella Valley Extreme Area Ozone Plan**

*The Board will consider approval of the Vehicle Miles Traveled (VMT) Offset Demonstration for the Coachella Valley Extreme Area Ozone Plan. On December 28, 2020, the State submitted the Coachella Valley Extreme Area Ozone Plan (Plan) to the United States Environmental Protection Agency (U.S. EPA). The Plan addressed all Extreme area State Implementation Plan (SIP) requirements with the exception of a VMT emissions offset demonstration. The Clean Air Act requires states to submit a VMT emissions offset demonstration as part of a SIP to show that enforceable transportation control strategies and transportation control measures will offset any increase in emissions from growth in VMT or numbers of vehicle trips in Severe and Extreme ozone nonattainment areas. Adoption of the Coachella Valley VMT Offset Demonstration by the Board will allow U.S. EPA to approve the Coachella Valley Extreme Area Ozone Plan for the 80 ppb 8-hour ozone standard.*

[More Information](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-2: Public Hearing to Consider Proposed 2020 Amendments to Area Designations for State Ambient Air Quality Standards**

*The Board will consider the proposed amendments to the regulations designating areas of California as attainment, nonattainment, nonattainment-transitional, or unclassified for pollutants with State ambient air quality standards. Based on 2017 to 2019 air quality data, a total of five changes to area designations are proposed for ozone and PM2.5.*

[More Information](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-3: Public Meeting to Consider Proposed Research Contract with the University of California, Davis, Titled "Post-COVID Transportation Scenarios: Evaluating the Impact of Policies"**

*The Board will consider approval of a contract that will examine transportation and land use policies based on lessons learned from the COVID pandemic that CARB and the State could institute to help meet the California's air quality, climate, and equity goals. This item requires Board approval due to the contract amount and also to comply with Government Code section 1091 because two Board Members are affiliated with the University of California at Davis.*

[More Information](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-4: Public Meeting to Consider Proposed Research Contract with the University of California, Davis, Titled "Estimating the Health Benefits of Reducing Emissions of Toxic Air Contaminants in California"**

*The Board will consider approval of the research contract. This item requires Board approval due to the contract amount and also to comply with Government Code section 1091 because two Board Members are affiliated with the University of California at Davis.*

[More Information](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-5: Public Meeting to Consider Proposed Research Contract with the University of California, Berkeley, Titled "Impacts of Train and Port Pollution and Air Toxics on Respiratory Symptoms and ED Visits within Vulnerable Communities in Southern California"**

*The Board will consider approval of the research contract. This item requires Board approval due to the contract amount and also to comply with Government Code section 1091 because one Board Member is affiliated with the University of California at Berkeley.*

[More Information](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-6: Public Meeting to Consider the San Joaquin Valley 2020 Agricultural Burning Assessment**

*The Board will consider CARB staff's written assessment of the San Joaquin Valley Air Pollution Control District's (District) 2020 Staff Report and Recommendations on Agricultural Burning (2020 Report). The 2020 Report includes the District's strategy to reduce open agricultural burning in the San Joaquin Valley as well as a recommendation to postpone the prohibition on open burning for certain crop categories and materials allowed under Senate Bill 705 (Florez, 2003). CARB's concurrence is required for the recommended postponements.*

[More Information](#)   [Presentation](#)   [Board Item Materials](#)   [Written Comments](#)

### **21-1-7: Report to the Board on the California Air Resources Board Program Priorities for 2021**

*Executive Officer Richard Corey will provide the Board with an overview of California Air Resources Board priorities for 2021.*

[Presentation](#)   [Board Item Materials](#)   [Written Comments](#)

**The following Board Item will not be heard prior to 4:00 p.m.**

### **21-1-8: Public Meeting to Consider Assembly Bill 617 Community Air Protection Program – Consideration of Recommended Communities**

*The Board will consider for selection staff's proposed list of communities for the development of community emission reduction programs and/or community monitoring via the Community Air Protection Program.*

[More Information](#)   [Presentation](#)   [Board Item Materials](#)   [Written Comments](#)

### **Closed Session**

The Board may hold a closed session, as authorized by Government Code section 11126(e), to confer with, and receive advice from, its legal counsel regarding the following pending or potential litigation:

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*American Lung Association, et al. v. United States Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 19-1140.

*Best Energy Solutions & Technology Corp., et al v. California Air Resources Board, et al.*, Kern County Superior Court, Case No. BCV-20-102198.

*California v. Stout, et al.*, United States District Court, Central District of California, Case No. 2:20-cv-00371.

*California v. Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 19-1239.

*California, et al. v. United States Environmental Protection Agency*, United States Court of Appeals for the District of Columbia Circuit, Case No. 21-1024.

*California, et al. v. United States Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 21-1014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250.

*Clean Energy Renewable Fuels, LLC v. California Air Resources Board*, Orange County Superior Court, Case No. 30-2020-01167039-CU-WM-CJC.

*Dalton Trucking, Inc. v. United States Environmental Protection Agency*, U.S. Court of Appeals, District of Columbia Circuit, Case No. 13-1283 (dismissed), U.S. Court of Appeals, Ninth Circuit, Case No. 13-74019.

*Environmental Defense Fund, et al., v. Andrew Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1360.

*Friends of Oceano Dunes, Inc. v. California Coastal Commission, et al.*, San Luis Obispo County Superior Court, Case No. 17CV-0576; U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

*Friends of Oceano Dunes, Inc. v. California Air Resources Board, et al.*, Sacramento County Superior Court, Case No. 34-2020-80003442.

*In re Pacific Gas and Electric Company*, U.S. Bankruptcy Court, Northern District of California, Case No. 19-30089.

*John R. Lawson Rock & Oil, Inc. et al., v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 19CEGG00331.

*South Coast Air Quality Management District v. City of Los Angeles, et al.*, Los Angeles County Superior Court, Case No. 20STCP02985.

*Sowinski v. California Air Resources Board et al.*, United States District Court for the Northern District of California, No. 3:18-cv-03979-LHK.

*State of California v. United States Environmental Protection Agency*, United States Court of Appeals, District of Columbia Circuit, Case No. 18-1096.

*State of California v. Wheeler et. al.*, District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with Nos. 19-1241, 19-1242, 19-1243, 19-1245, 19-1246, and 19-1249.

*State of California, et al., v. Andrew Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1359.

*State of California, et al. v. David Bernhardt, et al.*, United States District Court, Northern District of California, Case No. 3:18-cv-5712-DMR.

*State of California, et al. v. Environmental Protection Agency*, United States Court of Appeals, District of Columbia Circuit, Case No. 21-1035.

*State of California, et al. v. United States Environmental Protection Agency*, United States Court of Appeals, District Court of Columbia Circuit, Case No. 19-1227; *State of California, et al., v. United States Environmental Protection Agency*, United States District Court, Northern District of California, Case No. 4:18-cv-03237-HSG.

*State of California, et al. v. United States Environmental Protection Agency*, United States Court of Appeals, District of Columbia Circuit, Case No. 21-1018.

*State of New York, et al. v. United States Environmental Protection Agency*, United States Court of Appeals, District of Columbia Circuit, Case No. 21-1026.

*State of New York, et al. v. United States Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 21-1028.

*State of New York et al. v. United States Environmental Protection Agency*, United States District Court for the Southern District of New York, Case No. 1:21-cv-00462.

*State of Massachusetts v. EPA*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1265.

*State of New York, et al. v. Andrew Wheeler and the United States Environmental Protection Agency*, U.S. District Court, District of Columbia, Case No. 1:18-cv-00773.

*State of North Dakota v. United States Environmental Protection Agency*, U.S. Court of Appeals, District of Columbia Circuit, Case No. 15-1381.

*State of North Dakota, et al. v. United States Environmental Protection Agency*, U.S. Court of Appeals, District of Columbia Circuit, Case No. 16-1242.

*State of Wyoming, et al. v. United States Department of the Interior, et al.*, U.S. District Court, District of Wyoming, Case No. 16-CV-285-SWS.



*Truck Trailer Manufacturers Association, Inc. v. United States Environmental Protection Agency, et al., U.S. Court of Appeals, District of Columbia Circuit, Case No. 16-1430.*

*People v. Southern California Gas Company, Los Angeles Superior Court, Case No. BC 602973.*

*The Two Hundred, et al. v. California Air Resources Board, et al., Fresno County Superior Court, Case No. 18CECG01494.*

*United States v. California, United States District Court, Eastern District of California, Case No. 2:19-cv-02142-WBS-EFB.*

*Western States Petroleum Association v. California Air Resources Board, Los Angeles County Superior Court, Case No. 20STCP03138x.*

*W.O. Stinson & Son LTD. v. Western Climate Initiative, Inc., Ontario Canada Superior Court, Case No. CV-20-00083726-0000.*

## **Opportunity for Members of the Board to Comment on Matters of Interest**

*Board members may identify matters they would like to have noticed for consideration at future meetings and comment on topics of interest; no formal action on these topics will be taken without further notice.*

## **Open Session to Provide an Opportunity for Members of the Public to Address the Board on Subject Matters within the Jurisdiction of the Board**

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[View Submitted Comments](#)

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**If you have any Questions, Please Contact the Clerks' Office:**

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[cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or (916) 322-5594  
CARB Homepage: [www.arb.ca.gov](http://www.arb.ca.gov)

## **Special Accommodation Request**

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- Un intérprete que esté disponible en la audiencia
- Documentos disponibles en un formato alterno u otro idioma
- Una acomodación razonable relacionados con una incapacidad

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# Public Meeting Agenda

**Thursday, March 25, 2021**

In accordance with Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#), as well as recommendations from the California Department of Public Health, the March 25, 2021, Board Meeting will not have a physical location to attend in person. This will be a remote-only meeting.

The Board Meeting will be conducted remotely via a web-based videoconferencing service called Zoom. Members of the public who wish to comment verbally can register for the webinar.

***Register for the Webinar*** – for those who wish to comment verbally at the hearing.

Alternatively, during the Board Meeting, members of the public can offer verbal comments by calling in via telephone. Members of the public do not have to register beforehand if they call in using the number below.

Phone Number: (669) 900-6833

Webinar ID: 896 2244 5142

To only watch the Board Meeting and not provide verbal comments, please view the webcast. The webcast is the same video stream offered by the California Air Resources Board (CARB) during normal Board Meetings. If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments.

***Webcast*** – for those who only plan to observe the hearing.

***How to Participate in the Remote Board Meeting***

***Como Participar en la Reunión del Consejo a Distancia***

***Agenda de la Reunión del Consejo del 25 de marzo de 2021***

Spanish Interpretation will be offered for the March Board Meeting.

**Thursday, March 25, 2021 @ 9:00 a.m.**

## **Discussion Items:**

Note: The following agenda items may be heard in a different order at the Board meeting.

## **21-2-1: Public Hearing to Consider Proposed Amendments to the Antiperspirants and Deodorants Regulation; Consumer Products Regulation; Aerosol Coating Products Regulation; Alternative Control Plan Regulation; the Tables of Maximum Incremental Reactivity Values; and Test Method 310**

*The Board will consider proposed amendments to the Consumer Products Program Regulations to help attain federal ozone standards by setting or strengthening volatile organic compound standards for certain product categories. The proposed amendments will reduce public exposure to air toxics emissions and provide other clarifications within the program to improve transparency, clarity, and effectiveness.*

- [More Information](#)
- [Public Hearing Notice](#)
- [Staff Report](#)
- [Item Summary](#)
- [Hearing Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Written Comments](#)

## **21-2-2: Public Meeting to Consider Proposed 2021-2024 Triennial Strategic Research Plan and Proposed Research for Fiscal Year 2021-2022**

*The Proposed 2021-2024 Triennial Strategic Research Plan (Plan) reflects a concerted effort to identify CARB's highest priority research initiatives for the next three years and will serve as a guide for the annual selection of individual research projects. The Plan includes a starting point for operationalizing racial equity in CARB research, which will be developed further through a public engagement process starting this year. The Proposed Research for Fiscal Year 2021-2022 will support the initiatives outlined in the Triennial Strategic Research Plan. These research projects will advance the state of the science and support the Board's efforts to meet California's air quality and climate goals. If the Board approves the Proposed Research, staff will work with research partners to develop full proposals. The Executive Officer will then consider the full proposals for approval and funding with consultation from interested Board members.*

- [More Information](#)
- [Public Meeting Notice](#)
- [Triennial Research Plan](#)
- [Proposed Research Projects for Fiscal Year 2021-2022](#)
- [Item Summary](#)
- [Meeting Presentation](#)
- [Proposed Resolution](#)
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## Closed Session

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*Competitive Enterprise Inst. v. NHTSA, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1145 (consolidated with No. 20-1167).*

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audiencia del Consejo. TTY/TDD/Personas que necesiten este servicio pueden marcar el 711 para el Servicio de Retransmisión de Mensajes de California.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization to Amend Contract with Sharon Beals

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**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract amendment with Sharon Beals to provide professional photography services in an amount not to exceed \$125,000.

**BACKGROUND**

The Communications Office released a Request for Proposals (RFP) in 2019. Through the RFP selection process, Sharon Beals was the chosen contractor and has provided professional photography services to the Air District for the past two years.

**DISCUSSION**

Sharon Beals has attended a variety of public workshops, press conferences and events to capture photos for the Air District's annual reports and digital library. Also, Ms. Beals has been instrumental in capturing professional photos of the Bay Area during COVID-19 shelter in place and during the catastrophic wildfire season.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

Funding for the contract amendment is included in 301, 303 and 306 program budgets for Fiscal Year Ending 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kristina Chu  
Reviewed by: Kristine Roselius

Attachment 9A: Executed Contract – Contract No. 2019.006

Attachment 9B: Proposed Draft Contract Amendment No. 4 – Contract No. 2019.006

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

## PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2019.006

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Sharon Beals** (“CONTRACTOR”) whose address is PO Box 410986, San Francisco, CA 94141.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from April 15, 2019 to March 31, 2020, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions

of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
  - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

## 6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
  - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR

shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$35,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.

- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$35,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
 375 Beale Street, Suite 600  
 San Francisco, CA 94105  
 Attn: Kristine Roselius

CONTRACTOR: Sharon Beals  
 PO Box 410986  
 San Francisco, CA 94141

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and

agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.



"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT'S premises.
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are

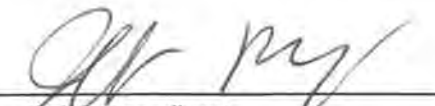
beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.


22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

SHARON BEALS

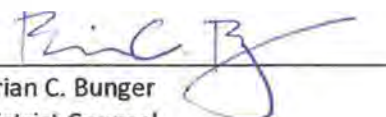
By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Sharon Beals  
Photographer

Date: 4/23/19

Date: 4/18/2019

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide photography for media and print at the request and direction of the DISTRICT.

**Photography for Media and Print Use** – CONTRACTOR will provide the following services on behalf of the DISTRICT:

1. Photography services:
  - a. Candid and staged photographs of people engaged in outdoor recreational activities and transit-related activities;
  - b. Portraiture;
  - c. Landscape and cityscape photography within the 9-county Bay Area;
  - d. Photographs of various types of pollution sources and renewable energy sources; and
  - e. Photo documentation of DISTRICT funded projects and events.
2. Photo finishing and editing.
3. Digital photo file delivery of all photographs.
4. Work with DISTRICT and DISTRICT's consultants on small- and large-scale projects relating to DISTRICT programs.
5. DISTRICT will own all rights to the photographs.
6. Obtain release forms from all persons who are depicted in photographs in an identifiable way.

All photo files taken during the photography sessions will become and remain the exclusive property of the DISTRICT.

**ATTACHMENT B**

**COST SCHEDULE**

<b>Service</b>	<b>Rate</b>
Photography	\$250 for the first hour; \$200 for any additional hours
Digital Editing, Retouching and Archiving	\$80 per hour
Photography Assistant Fee	\$300 for half day; \$450 for full day
Location Scouting and Research for Assignments	\$80 per hour

**Labor Rates**

DISTRICT will pay CONTRACTOR at the rates listed in the table above for the photography services described in Attachment A to this Contract, "Scope of Work."

**Expenses**

DISTRICT will pay CONTRACTOR for the following out-of-pocket expenses actually incurred by CONTRACTOR in connection with providing the photography services described in Attachment A:

- Travel expenses (bridge tolls, parking and mileage) for photography services.
- Equipment rentals.
- Hiring of talent for staged photo shoots as pre-approved in writing by the DISTRICT.

All services rendered under this Contract, and all expenses allowed under this Contract incurred by CONTRACTOR, shall be itemized and invoiced in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$35,000.**

**AMENDMENT NO. 4 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**CONTRACT NO. 2019.006**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 6, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Sharon Beals** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for photography services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 18, 2019, and on behalf of DISTRICT on April 23, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 5, 2019, for reference purposes only, to amend the term and total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 1, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated January 4, 2021, for reference purposes only, to amend the term of the Contract.
5. The PARTIES seek to amend the total maximum cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$100,000" with "\$225,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$100,000" with "\$225,000."

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B-1, Cost Schedule, by replacing "\$100,000" where it appears with "\$225,000."
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

SHARON BEALS

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
Sharon Beals  
Photographer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Notice of Proposed Amendments to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees

RECOMMENDED ACTION

The Board of Directors will:

- Receive notice that it will consider proposed amendments at its next meeting to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees, Parts 6.7 - The Mobile Source and Climate Impacts Committee and 6.8 - The Community Equity, Health, and Justice Committee.

BACKGROUND

In accordance with provisions of the Administrative Code governing amendments to the Code, notice is hereby given that Board of Directors will consider at its next regular meeting, amendments to the Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees, Parts 6.7 - The Mobile Source and Climate Impacts Committee and 6.8 - The Community Equity, Health, and Justice Committee.

These amendments will add additional statements to:

- Part 6.7 - The Mobile Source and Climate Impacts Committee - to incorporate equity principles in the operation of that Committee; and
- Part 6.8 - The Community Equity, Health, and Justice Committee - to explicitly recognize the Bay Area residents of any ability are among those the Committee will advise the Board of Directors on relative to equitable and inclusive actions the Air District can take to create healthy breathing environments.

This noticing action begins the process of amending the Air District's Administrative Code to incorporate the proposed amendments.

All amendments are reflected in the attached underline/strikethrough version of the Administrative Code.



DISCUSSION

Administrative Code Section 14.1, Amendments Mechanism, requires the noticing of proposed amendments at a preceding meeting of the Board of Directors before adoption can take place. The proposed amendments to the Administrative Code are attached for your review and consideration.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Brian C. Bunger, Veronica Eady and Damian Breen

Attachment 10A: Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees

Attachment 10B: Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees – Redline

**Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees**

**SECTION 6 BOARD OF DIRECTORS, COMMITTEES**

**6.1 SPECIAL COMMITTEES.**

All special committees shall be appointed by the Chairperson, unless otherwise directed by the Board.

**6.2 STANDING COMMITTEES.**

Standing Committees of the Board of Directors shall be the following:

- (a) Administration Committee, consisting of the Chairperson of the Board, who shall be Chairperson of the Committee, the Vice-Chairperson of the Board, the Board Secretary, the last past Chairperson and up to seven (7) other Directors appointed by the Chairperson.
- (b) Legislative Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (c) Mobile Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (d) Community Equity, Health, and Justice Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (e) Stationary Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (f) The Chairperson shall be an ex-officio member of all Standing Committees of the Board of Directors.
- (g) Each Standing Committee shall have authority to make recommendations to the Board of Directors for action regarding matters within the scope of the Committee's jurisdiction. A standing committee may discuss but may not make recommendations to the Board of Directors regarding issues outside of its jurisdiction and shall refer such matters to the appropriate committee. Except as specified in this Division, or as otherwise specified by the Board of Directors, Standing Committees are not delegated decision-making authority.
- (h) In no event shall the number of members, including the Chairperson of the Board, appointed to a Committee, constitute a quorum of the Board of Directors.

### **6.3 ROTATION OF COMMITTEES.**

The membership on committees shall ordinarily be rotated among the Counties so as to secure participation in the work of the District by as broad a representation as may be possible.

### **6.4 ADMINISTRATION COMMITTEE.**

The Administration Committee will consider such matters of policy affecting the affairs of the District, as may arise from time to time when the Board of Directors is not in session. The Administration Committee shall consult with the officers of the District and, within the scope and limitations of resolutions or other policies adopted by the Board of Directors, shall implement and make more specific the policies and programs of the District and, within such limits determine policies for the officers of the District. The Administration Committee shall not have authority to authorize the expenditure of any moneys otherwise than is appropriated by the budget adopted by the Board of Directors or to alter, change, or reverse any policy established by the Board of Directors. (See Section I-6.7) The Administration Committee shall have the responsibility for overseeing and guiding staff activities relative to long range planning and for receiving short range and long range plan proposals submitted by the District staff, as well as goals and objectives of the District; and for endorsing each year a long-range plan to be submitted to the Board for its approval, and for its use in reviewing the Budget. The Administration Committee should review the goals and objectives, short- and long-range plans of the California Air Resources Board to the extent that they are known. The Administration Committee may receive and consider staff reports, presentations by staff members or other persons, and any other matter not requiring action by the Board. The Administration Committee shall subsequently report on such matters to the Board at a regular meeting of the Board.

The Administration Committee will also assist in the preparation of the annual budget for the District and to present the annual budget with recommendations to the District Board of Directors. The Administration Committee also is responsible for approving administrative policy proposed by the APCO in the area of finance, procurement, insurance, and related matters. At Budget review time each year, the Committee shall evaluate District goals and objectives and recommend to the Board of Directors any changes, deletions, and additions, which it determines to be appropriate.

The Administration Committee will also consider and recommend policies of the District relating to procurement of officers and employees, employment of officers and employees, discharge of officers and employees, salaries and working conditions, and the retaining of consultants. The Administration Committee shall keep itself informed as to the work of the Advisory Council and Hearing Board, to be informed about persons in the community who may be qualified to serve on the Advisory Council and Hearing Board, and to recommend to the Board of Directors selection of such persons whenever vacancies may, from time to time, occur in the Advisory Council and Hearing Board.

## **6.5 LEGISLATIVE COMMITTEE.**

The Legislative Committee will consider and recommend legislative proposals for the District and consider and recommend a District position on all proposed legislation affecting the District. The Legislative Committee, in conjunction with District staff and the District Legislative Advocate, will keep itself informed on pending legislative matters and will meet and/or confer with appropriate legislators as necessary.

## **6.6 NOMINATING COMMITTEE. (Revised 10/4/95)**

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

## **6.7 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE.**

The Mobile Source and Climate Impacts Committee will consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, mobile source fuels and equity for impacted communities related to these sectors. The Committee will keep itself informed on actions or proposed actions by local, regional, state, and federal agencies affecting air pollutant emissions from mobile sources.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and climate equity for impacted communities relative to mobile sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to mobile sources.

## **6.8 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE.**

The Community Equity, Health, and Justice Committee will advise the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment for all people of the Bay Area, regardless of race, ethnicity, age, gender identity, national origin, immigration status, ability or sexual orientation. The Committee will oversee staff efforts in developing policies for both internal and external operations, which impact the Bay Area. Internal operations include applying an equity lens to programs, policies, practices, and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and continuous racial equity training. External operations include addressing disparities by applying an equity lens to Air District programs, policies, practices, and procedures. The Committee will prioritize traditionally marginalized and disinvested communities for investment opportunities to ensure communities highly impacted by air pollution receive program and policy prioritization.

The Committee will also recommend to the Board of Directors overall direction of the District's public engagement programs. In addition, the Committee hears proposals and makes recommendations to the Board of Directors regarding the selection of a contractor(s) to assist the District with aspects of the public engagement programs.

## **6.9 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.**

The Stationary Source and Climate Impacts Committee will consider and recommend policies to the Board of Directors relating to stationary sources. The Committee shall recommend positions to the Board of Directors on stationary source policy issues affecting the implementation of the State and Federal Air Quality Management Plans and key planning policy issues, such as federal and state Air Quality Management Plan development and air quality and economic modeling. The Committee shall review and make recommendations to the Board of Directors regarding major stationary source programs, including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Committee shall recommend to the Board of Directors positions concerning federal and state regulations that affect stationary sources. The Committee shall recommend policies to the Board of Directors for disbursal of supplemental environmental project grants.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and funding relative to stationary sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to stationary sources.

## **6.10 QUORUM FOR COMMITTEES. (Revised 12/6/06)**

There is no quorum requirement for a Committee meeting to be held, except that, for the purpose of making a Committee recommendation to the Board of Directors, there is established a quorum of five (5) Committee members.

**6.11 COMMITTEE PROCEDURE. (Revised 12/6/06)**

(a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.

(b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

**Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees**

**SECTION 6 BOARD OF DIRECTORS, COMMITTEES**

**6.1 SPECIAL COMMITTEES.**

All special committees shall be appointed by the Chairperson, unless otherwise directed by the Board.

**6.2 STANDING COMMITTEES.**

Standing Committees of the Board of Directors shall be the following:

- (a) Administration Committee, consisting of the Chairperson of the Board, who shall be Chairperson of the Committee, the Vice-Chairperson of the Board, the Board Secretary, the last past Chairperson and up to seven (7) other Directors appointed by the Chairperson.
- (b) Legislative Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (c) Mobile Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (d) Community Equity, Health, and Justice Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (e) Stationary Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (f) The Chairperson shall be an ex-officio member of all Standing Committees of the Board of Directors.
- (g) Each Standing Committee shall have authority to make recommendations to the Board of Directors for action regarding matters within the scope of the Committee's jurisdiction. A standing committee may discuss but may not make recommendations to the Board of Directors regarding issues outside of its jurisdiction and shall refer such matters to the appropriate committee. Except as specified in this Division, or as otherwise specified by the Board of Directors, Standing Committees are not delegated decision-making authority.
- (h) In no event shall the number of members, including the Chairperson of the Board, appointed to a Committee, constitute a quorum of the Board of Directors.

### **6.3 ROTATION OF COMMITTEES.**

The membership on committees shall ordinarily be rotated among the Counties so as to secure participation in the work of the District by as broad a representation as may be possible.

### **6.4 ADMINISTRATION COMMITTEE.**

The Administration Committee will consider such matters of policy affecting the affairs of the District, as may arise from time to time when the Board of Directors is not in session. The Administration Committee shall consult with the officers of the District and, within the scope and limitations of resolutions or other policies adopted by the Board of Directors, shall implement and make more specific the policies and programs of the District and, within such limits determine policies for the officers of the District. The Administration Committee shall not have authority to authorize the expenditure of any moneys otherwise than is appropriated by the budget adopted by the Board of Directors or to alter, change, or reverse any policy established by the Board of Directors. (See Section I-6.7) The Administration Committee shall have the responsibility for overseeing and guiding staff activities relative to long range planning and for receiving short range and long range plan proposals submitted by the District staff, as well as goals and objectives of the District; and for endorsing each year a long-range plan to be submitted to the Board for its approval, and for its use in reviewing the Budget. The Administration Committee should review the goals and objectives, short- and long-range plans of the California Air Resources Board to the extent that they are known. The Administration Committee may receive and consider staff reports, presentations by staff members or other persons, and any other matter not requiring action by the Board. The Administration Committee shall subsequently report on such matters to the Board at a regular meeting of the Board.

The Administration Committee will also assist in the preparation of the annual budget for the District and to present the annual budget with recommendations to the District Board of Directors. The Administration Committee also is responsible for approving administrative policy proposed by the APCO in the area of finance, procurement, insurance, and related matters. At Budget review time each year, the Committee shall evaluate District goals and objectives and recommend to the Board of Directors any changes, deletions, and additions, which it determines to be appropriate.

The Administration Committee will also consider and recommend policies of the District relating to procurement of officers and employees, employment of officers and employees, discharge of officers and employees, salaries and working conditions, and the retaining of consultants. The Administration Committee shall keep itself informed as to the work of the Advisory Council and Hearing Board, to be informed about persons in the community who may be qualified to serve on the Advisory Council and Hearing Board, and to recommend to the Board of Directors selection of such persons whenever vacancies may, from time to time, occur in the Advisory Council and Hearing Board.



## **6.5 LEGISLATIVE COMMITTEE.**

The Legislative Committee will consider and recommend legislative proposals for the District and consider and recommend a District position on all proposed legislation affecting the District. The Legislative Committee, in conjunction with District staff and the District Legislative Advocate, will keep itself informed on pending legislative matters and will meet and/or confer with appropriate legislators as necessary.

## **6.6 NOMINATING COMMITTEE. (Revised 10/4/95)**

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

## **6.7 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE.**

The Mobile Source and Climate Impacts Committee will consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, ~~and~~ mobile source fuels and equity for impacted communities related to these sectors. The Committee will keep itself informed on actions or proposed actions by local, regional, state, and federal agencies affecting air pollutant emissions from mobile sources.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities ~~and funding and climate equity for impacted communities~~ relative to mobile sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to mobile sources.

## **6.8 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE.**

The Community Equity, Health, and Justice Committee will advise the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment for all people of the Bay Area, regardless of race, ethnicity, age, gender identity, national origin, immigration status, ability or sexual orientation. The Committee will oversee staff efforts in developing policies for both internal and external operations, which impact the Bay Area. Internal operations include applying an equity lens to programs, policies, practices, and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and continuous racial equity training. External operations include addressing disparities by applying an equity lens to Air District programs, policies, practices, and procedures. The Committee will prioritize traditionally marginalized and disinvested communities for investment opportunities to ensure communities highly impacted by air pollution receive program and policy prioritization.

The Committee will also recommend to the Board of Directors overall direction of the District's public engagement programs. In addition, the Committee hears proposals and makes recommendations to the Board of Directors regarding the selection of a contractor(s) to assist the District with aspects of the public engagement programs.

## **6.9 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.**

The Stationary Source and Climate Impacts Committee will consider and recommend policies to the Board of Directors relating to stationary sources. The Committee shall recommend positions to the Board of Directors on stationary source policy issues affecting the implementation of the State and Federal Air Quality Management Plans and key planning policy issues, such as federal and state Air Quality Management Plan development and air quality and economic modeling. The Committee shall review and make recommendations to the Board of Directors regarding major stationary source programs, including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Committee shall recommend to the Board of Directors positions concerning federal and state regulations that affect stationary sources. The Committee shall recommend policies to the Board of Directors for disbursal of supplemental environmental project grants.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and funding relative to stationary sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to stationary sources.

## **6.10 QUORUM FOR COMMITTEES. (Revised 12/6/06)**

There is no quorum requirement for a Committee meeting to be held, except that, for the purpose of making a Committee recommendation to the Board of Directors, there is established a quorum of five (5) Committee members.

**6.11 COMMITTEE PROCEDURE. (Revised 12/6/06)**

(a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.

(b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Participation in Community Air Protection Program Fiscal Year Ending (FYE) 2021

RECOMMENDED ACTIONS

Recommend the Board of Directors execute a resolution to:

1. Approve the Air District's acceptance of the Fiscal Year Ending (FYE) 2021, Community Air Protection Program funds; and
2. Authorize the Executive Officer/APCO to execute all necessary agreements with the California Air Resources Board (CARB) to implement the program.

BACKGROUND

Senate Bill (SB) 74 (Chapter 6, Budget Act of 2020) provides funds for CARB to allocate to local air quality districts for expenses related to Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017). The California Air Pollution Control Officers Association (CAPCOA) Board approved an allocation plan for distribution of available funds to the air quality districts.

DISCUSSION

CARB has requested that the Air District's Board of Directors execute a resolution (see Attachment 10A) to accept this funding.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. These funds will be included in the proposed Air District FYE 2022 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Christy Riviere  
Reviewed by: Greg Nudd

Attachment 11A: Resolution to Accept Community Air Protection Program Funds from the  
California Air Resources Board

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**RESOLUTION No. 2021 - XX**  
**A Resolution Accepting Community Air Protection Program Funds**  
**from the California Air Resources Board**

WHEREAS, Senate Bill 74 (Chapter 6, Budget Act of 2020) provides funds for the California Air Resources Board (CARB) to allocate to local air quality districts;

WHEREAS, Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017) directs air districts to implement a Community Air Protection Program;

WHEREAS, the California Air Pollution Control Officers Association Board approved an allocation plan for the available funds;

WHEREAS, CARB will authorize a grant to the District to implement the Community Air Protection Program upon approval by the Board of Directors to accept such grant of funds;

WHEREAS, CARB will award a grant in the amount of \$9,000,000 for Fiscal Year Ending 2020- 2021.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the Air District's acceptance of the Fiscal Year Ending 2020-2021, Community Air Protection Program funds, to be awarded to eligible District projects in accordance with the CARB Community Air Protection Program guidelines.

BE IT FURTHER RESOLVED, the Executive Officer/ Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District all necessary agreements with CARB to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote of the Board:

AYES:

NOES:

ABSENT:

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Cindy Chavez  
Chairperson of the Board of Directors

ATTEST:

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John J. Bauters  
Secretary of the Board of Directors

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization to Amend Contract with Enforce, LLC

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**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with Enforce, LLC by \$84,000 to provide technical support to the Air District's payroll system. This budget augmentation would increase the total contract amount to \$180,000.

**BACKGROUND**

In October 2019, the Air District implemented a new payroll system called Ceridian Dayforce because the existing system was approaching the end of manufacturer support. Enforce, LLC was the principal vendor involved with the design and implementation of the new system.

**DISCUSSION**

The new system is fully implemented but will require regular upgrades and maintenance. In addition, new features such as self-service and document management will be implemented. These are best executed with assistance from vendors with specialized experience. Enforce, LLC is familiar with the intricacies, complex design, and payroll rules that exist at the Air District. Because of their experience, they can better execute maintenance activities and provide technical support without the cost that any other vendor would incur to come up to speed with our complex systems.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None. Funding for this contract is included in the Fiscal Year Ending 2022 budget.



Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Judy Yu  
Reviewed by: Terri Levels

Attachment 12A: Executed Contract No. 2020.097

Attachment 12B: Draft Contract Amendment No. 1 - 2020.097

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT****PROFESSIONAL SERVICES CONTRACT****CONTRACT NO. 2020.097**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Enforce, LLC** (“CONTRACTOR”) whose address is 505 Sansome Street, #2025, San Francisco, CA 94111.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from date of Contract execution to June 1, 2021, unless further extended by amendment of this Contract in writing or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**

- A. Either party may terminate this Contract for breach by the other party.
  - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
  - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above,

DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) monthly to DISTRICT for services performed. Each invoice shall reference each task shown in the Scope of Work and specify: (i) the hours associated with each task; (ii) the percentage completed thereof; (iii) the total cost of services for which the invoice is submitted; (iv) the total Monthly Hours claimed and balance of Unused Monthly Hours; and (v) a detail list of charges for equipment, material, supplies, travel, and subcontractors' services, if any.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Judy Yu.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$96,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of

- the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$96,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Judy Yu

CONTRACTOR: Enforce LLC  
505 Sansome Street #2025  
San Francisco, CA 94111  
Attn: Michael McKay

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR’s officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR’s expense, but at DISTRICT’s option and in any event under DISTRICT’s control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information,

provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT'S premises.
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

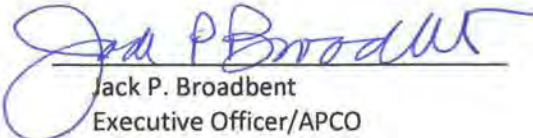
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

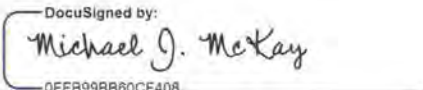


IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

ENFORCE, LLC

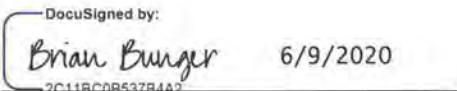
By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Michael McKay  
Chief Operations Officer

Date: 6/11/20

Date: 6/3/2020

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

#### 1. Overview

DISTRICT has requested services to improve DISTRICT's Ceridian Dayforce Human Capital Management System ("Ceridian Service" or "Dayforce") from CONTRACTOR through CONTRACTOR's Technical Account Management Plus ("TAM+") services. The goal is to improve Dayforce's overall performance and value.

#### 2. Objectives

DISTRICT has requested that CONTRACTOR provide resources to augment the DISTRICT's resource capability and capacity with efforts of the Ceridian Service (the "Project"). CONTRACTOR and DISTRICT shall commit resources to work on the Project as set forth below (the "Project Team") to complete the activities within this Scope of Work ("SOW"). CONTRACTOR will leverage existing Dayforce implementation project experiences as a foundation for all TAM+ related activities. It is CONTRACTOR's desire to perform services in an efficient and effective manner. CONTRACTOR's primary objective is to assist the DISTRICT in realizing its desired return on investment objectives from the Dayforce application. CONTRACTOR's team will assess issues and seek to resolve them in a prompt and accurate manner.

#### 3. Scope

CONTRACTOR shall provide the Professional Services described below. The scope of the Project will include (i) Dayforce configuration; (ii) custom Dayforce reporting including, but not limited to, general ledger reports; (iii) insights & analytics leveraging Dayforce data; (iv) Dayforce organization structure best practice input; (v) executive solution consulting input; and (vi) Dayforce new release support. CONTRACTOR shall provide a TAM+ trouble ticket system to capture the DISTRICT's Dayforce issues.

The DISTRICT and CONTRACTOR will hold regular Project status meetings with full Project Team to facilitate the implementation of this SOW.

CONTRACTOR will have a fixed number of hours ("Monthly Hours") per month that are available upon request from the DISTRICT to perform these Dayforce related tasks. The Monthly Hours available to the DISTRICT shall be up to 42 hours per month, and will be allocated to the following tasks in approximately the associated percentages ("Suggested Allocations"):

- ✦ 60% - TAM+ Support/Configuration Fixes including DISTRICT trouble ticket monitoring & resolution, where possible (excludes Dayforce product related support)
- ✦ 30% - Custom Reporting
- ✦ 5% - Insights & Analytics
- ✦ 5% - TAM+ Project Management
- ✦ (pending allocation, subject to release schedule) - New Release Support

DISTRICT may elect to change the Monthly Hours percentage allocations from the Suggested Allocations, subject to DISTRICT communicating the change by email to CONTRACTOR. The Monthly Hours usage will be strictly limited to the tasks indicated above.

Unused Monthly Hours (“Unused Monthly Hours”) shall be permitted to carry forward into future months). The Unused Monthly Hours shall be strictly limited to the previous 3-month period and shall be capped at a maximum of 126 hours. Should DISTRICT choose to Terminate or not renew the Term of this Agreement, any Unused Monthly Hours will be void.

Should the DISTRICT desire to add additional hours during a given month or add additional tasks, the process outlined below in Section 5, “Changes to Project Scope” shall be followed.

CONTRACTOR shall add and invoice additional requested hours at a rate of \$200/hour.

The following are out of scope for this SOW:

- Ceridian Dayforce product related issues that require changes to the Ceridian Dayforce product source code are not within the scope and will require the DISTRICT to seek Dayforce product support directly from Ceridian.

#### **4. Staffing**

CONTRACTOR will assign a single point of contact to the DISTRICT for all activities within the scope of this SOW. CONTRACTOR will provide up to five (5) implementation consultants to work with the DISTRICT during the TAM Project. The specific resource staffing and schedule will be maintained by the CONTRACTOR’s point person and will be adjusted based on the specific task needs during the month.

#### **5. Changes to Project Scope**

Any requests to change the Scope of the Project, as detailed in Section 3, Scope, or requests to add additional hours beyond the 42 hours per month, as detailed in Section 3, Scope, must be made in accordance with Section 26 of the Contract, Entire Contract and Modification.

**ATTACHMENT B**

**COST SCHEDULE**

***Fees and Expenses***

CONTRACTOR will perform the Professional Services outlined in Attachment A, Scope of Work, on a fixed fee basis as outlined below.

**Services Fees**

CONTRACTOR's Professional Services Fees shall be invoiced in accordance with Section 8, Payment and the payment schedule below.

Payment Schedule for Technical Account Management Plus	Amount Due
Payments due within thirty (30) days upon DISTRICT receipt of a monthly invoice <i>Note: Initial Payment shall be due within thirty (30) days upon DISTRICT receipt of an invoice and following Contract Execution.</i>	<b>\$8,000</b>

CONTRACTOR shall add and invoice additional requested hours at a rate of \$200/hour.

**CONTRACTOR shall direct Invoices to**

Contact Name: Judy Yu  
 Email Address: [jyu@baaqmd.gov](mailto:jyu@baaqmd.gov)  
 Phone Number: 415 749-4626  
 Billing Address: 375 Beale Street, Ste 600, San Francisco, CA 94105  
 The DISTRICT PO (if required): \_\_\_\_\_

**Travel Expenses**

Any travel, Per Diem and project expenses incurred will be the responsibility of the DISTRICT. For any travel and accommodations, DISTRICT will pay CONTRACTOR for reasonable transportation, hotel and incidental costs in accordance with Attachment C, Contractor Travel Policy.

**Total cost of Contract not to exceed \$96,000.**



*Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment*

## Attachment C Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

### **GUIDELINES**

#### **Making Travel Arrangements**

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. The Bay Area Air Quality Management District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
  - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
  - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
  - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
  - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
  - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
  - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
  - **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
  - **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
  - **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).
3. Travel Time Charging
  - Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged to the DISTRICT.

**AMENDMENT NO. 1 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**CONTRACT NO. 2020.097**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 17, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Enforce, LLC** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for technical account management services to configure, improve, and customize DISTRICT's Ceridian/Dayforce System (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 3, 2020, and on behalf of DISTRICT on June 11, 2020.
2. The PARTIES seek to amend the term, total cost, Scope of Work, and the Cost Schedule to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of this Contract shall be extended so that the termination date of the Contract is now July 1, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$96,00" with "\$180,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$96,000" with "\$180,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, Scope of Work.

5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1 Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed refer to Attachment B-1, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

ENFORCE, LLC

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
Michael McKay  
Chief Operations Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel



## ATTACHMENT A-1

### SCOPE OF WORK

#### 1. Overview

DISTRICT has requested services to improve DISTRICT's Ceridian Dayforce Human Capital Management System ("**Ceridian Service**" or "**Dayforce**") from CONTRACTOR through CONTRACTOR's Technical Account Management Plus ("**TAM+**") services. The goal is to improve Dayforce's overall performance and value.

#### 2. Objectives

DISTRICT has requested that CONTRACTOR provide resources to augment the DISTRICT's resource capability and capacity with efforts of the Ceridian Service (the "**Project**"). CONTRACTOR and DISTRICT shall commit resources to work on the Project as set forth below (the "**Project Team**") to complete the activities within this Scope of Work ("**SOW**"). CONTRACTOR will leverage existing Dayforce implementation project experiences as a foundation for all TAM+ related activities. It is CONTRACTOR's desire to perform services in an efficient and effective manner. CONTRACTOR's primary objective is to assist the DISTRICT in realizing its desired return on investment objectives from the Dayforce application. CONTRACTOR's team will assess issues and seek to resolve them in a prompt and accurate manner.

#### 3. Scope

CONTRACTOR shall provide the Professional Services described below. The scope of the Project will include (i) Dayforce configuration; (ii) custom Dayforce reporting including, but not limited to, general ledger reports; (iii) insights & analytics leveraging Dayforce data; (iv) Dayforce organization structure best practice input; (v) executive solution consulting input; and (vi) Dayforce new release support. CONTRACTOR shall provide a TAM+ trouble ticket system to capture the DISTRICT's Dayforce issues.

The DISTRICT and CONTRACTOR will hold regular Project status meetings with full Project Team to facilitate the implementation of this SOW.

CONTRACTOR will have a fixed number of hours ("**Monthly Hours**") per month that are available upon request from the DISTRICT to perform these Dayforce related tasks. The Monthly Hours available to the DISTRICT shall be up to 38 hours per month, and will be allocated to the following tasks in approximately the associated percentages ("**Suggested Allocations**"):

- ✦ 60% - TAM+ Support/Configuration Fixes including DISTRICT trouble ticket monitoring & resolution, where possible (excludes Dayforce product related support)
- ✦ 30% - Custom Reporting
- ✦ 5% - Insights & Analytics
- ✦ 5% - TAM+ Project Management
- ✦ (pending allocation, subject to release schedule) - New Release Support

DISTRICT may elect to change the Monthly Hours percentage allocations from the Suggested Allocations, subject to DISTRICT communicating the change by email to CONTRACTOR. The Monthly Hours usage will be strictly limited to the tasks indicated above.

Unused Monthly Hours (“**Unused Monthly Hours**”) shall be permitted to carry forward into future months. The Unused Monthly Hours shall be strictly limited to the previous 3-month period and shall be capped at a maximum of 100 hours. Should DISTRICT choose to Terminate or not renew the Term of this Agreement, any Unused Monthly Hours will be void.

Should the DISTRICT desire to add additional hours during a given month or add additional tasks, the process outlined below in Section 5, “Changes to Project Scope” shall be followed.

CONTRACTOR shall add and invoice additional requested hours at a rate of \$200/hour.

The following are out of scope for this SOW:

- Ceridian Dayforce product related issues that require changes to the Ceridian Dayforce product source code are not within the scope and will require the DISTRICT to seek Dayforce product support directly from Ceridian.

#### **4. Staffing**

CONTRACTOR will assign a single point of contact to the DISTRICT for all activities within the scope of this SOW. CONTRACTOR will provide up to five (5) implementation consultants to work with the DISTRICT during the TAM Project. The specific resource staffing and schedule will be maintained by the CONTRACTOR’s point person and will be adjusted based on the specific task needs during the month.

#### **5. Changes to Project Scope**

Any requests to change the Scope of the Project, as detailed in Section 3, Scope, or requests to add additional hours beyond the 42 hours per month, as detailed in Section 3, Scope, must be made in accordance with Section 26 of the Contract, Entire Contract and Modification.

**ATTACHMENT B-1**

**COST SCHEDULE**

**Fees and Expenses**

CONTRACTOR will perform the Professional Services outlined in Attachment A, Scope of Work, on a fixed fee basis as outlined below.

**Services Fees**

CONTRACTOR's Professional Services Fees shall be invoiced in accordance with Section 8, Payment and the payment schedule below.

<b>Payment Schedule for Technical Account Management Plus</b>	<b>Amount Due</b>
<b>Payments due within thirty (30) days upon DISTRICT receipt of a monthly invoice <i>Note: Initial Payment shall be due within thirty (30) days upon DISTRICT receipt of an invoice and following Contract Execution.</i></b>  <b><i>CONTRACTOR will not charge DISTRICT for month 13 of the Agreement</i></b>	<b>\$7,000</b>

CONTRACTOR shall add and invoice additional requested hours at a rate of \$200/hour.

**CONTRACTOR shall direct Invoices to**

Contact Name: Judy Yu  
Email Address: [ju@baaqmd.gov](mailto:ju@baaqmd.gov)  
Phone Number: 415 749-4626  
Billing Address: 375 Beale Street, Ste 600, San Francisco, CA 94105  
The DISTRICT PO (if required): \_\_\_\_\_

**Travel Expenses**

Any travel, Per Diem and project expenses incurred will be the responsibility of the DISTRICT. For any travel and accommodations, DISTRICT will pay CONTRACTOR for reasonable transportation, hotel and incidental costs in accordance with Attachment C, Contractor Travel Policy.

**Total cost of Contract not to exceed: \$180,000.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization to Amend Contract with Moore Iacofano Goltsman, Inc.

**RECOMMENDED ACTION**

Recommend Board of Directors authorize the Executive Officer/APCO to extend the term of the contract with Moore Iacofano Goltsman, Inc. (MIG Inc.) to December 31, 2022 and increase contract expenditures by \$199,100 for a total grant amount not to exceed \$759,080, to provide direct resources to individuals and community groups, logistical and administrative support for Steering Committee meetings to meet Brown Act Requirements, Social Pinpoint, and GIS support to increase community participation in data collection, public education and outreach activities for the Path to Clean Air Community Emissions Reduction Plan (Assembly Bill (AB) 617).

**BACKGROUND**

MIG, Inc. has provided a range of services for the AB 617 process in Richmond-San Pablo area since 2018. On July 18, 2018, the Air District issued a request for qualifications (RFQs) for facilitation services in the Richmond-San Pablo Area. MIG Inc. was selected through the review process to provide stakeholder engagement, process design and facilitation services to launch the AB 617 community-driven process in the Richmond-San Pablo Area to inform the stakeholder engagement process for the AB 617 Richmond-San Pablo Area Community Air Monitoring Plan (Monitoring Plan).

The Community Design Team members evaluated the services provided by MIG Inc. and voted to continue working with MIG Inc. throughout the Monitoring Plan development. As a result, the Air District Board of Directors approved a contract with MIG Inc. for \$210,000 on July 31, 2019, to facilitate the Monitoring Planning process through September 2020 and provide related support for the community Co-Lead Team and the Steering Committee's development of the Monitoring Plan. In September 2019, the Steering Committee voted to begin the process towards designation as a Community Emission Reduction Planning community.

In February 2021, the California Air Resources Board (CARB) designated AB 617 communities. On March 3, 2021, the Air District's Board of Directors voted to appoint a 31-member community steering committee to help guide the development of a Community Emissions Reduction Plan (CERP) for the Richmond-North Richmond-San Pablo area. On April 7, 2021, the Board voted to approve the Steering Committee stipend amount at \$100 per member per Steering Committee

Meeting attended. Additionally, on May 5, 2021, the Board approved the Co-Chair stipend amount of \$300 per member per month plus \$100 per member per Steering Committee meeting attended. Of the existing contract with MIG, Inc., \$63,766 has been spent to support stipends, meeting refreshments from local businesses, room rental fees and captioning services to date.

## DISCUSSION

Convening a Brown Act Steering Committee and the COVID-19 pandemic and subsequent Shelter in Place Order presents new challenges and complexities. Facilitating virtual Brown Act meetings needs additional staffing support, skills, and logistics for conducting meetings, specialized meeting minutes and facilitation techniques to ensure transparency. The Shelter in Place Order also presents unique challenges for community engagement and increases the need for new engagement strategies to increase community participation in the plan development process, as AB 617 was intended to do. To this end, direct resources, such as mini-grants and stipends, to individuals and community-based organizations and the use of Social Pinpoint, a web-based mapping tool, to engage community in data gathering, education and outreach are needed. The Air District also needs additional technical support around the development and use of Social Pinpoint, Geographic Information Systems, and data visualization to facilitate community accessibility and participation in the data collection, education, and outreach for the development of the CERP.

MIG Inc. has provided a range of services for the AB 617 program in the Richmond-North Richmond- San Pablo area since the beginning of the process and have in-house expertise to support additional technical capacity and services needed for the development of the CERP. MIG Inc. will provide meeting support for the Steering Committee and other services, including translating agendas and other materials to meet the Brown Act and conform with the form of the Air District Board materials, providing virtual meeting operations and logistics and administering Steering Committee stipends. MIG Inc. has the capacity to administer additional resources to individuals, community groups and Steering Committee Co-chairs and members, including but not limited to stipends, mini-grants, direct payments, goods, and services from local businesses in a timely fashion. MIG Inc. also has in-house expertise to support the development of the Social Pinpoint tool, Geographic Information Services (GIS) and data visualization services, which will increase community accessibility and participation in gathering data and information about environmental impacts and assets in the community.

Air District staff recommend extending the terms of the contract with MIG Inc. to provide additional support to the Steering Committee process, direct resources to individuals and community groups and support the development of the Social Pinpoint tool in order to increase community outreach and engagement in the Community Emission Reduction Plan process to December 31, 2022 and increase by \$199,100 for a total amount not to exceed \$759,080.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Funding for contract is included in the Fiscal Year Ending 2021 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Anna Lee  
Reviewed by: Veronica Eady and Greg Nudd

Attachment 13A: Executed Contract – Contract No. 2019.055  
Attachment 13B: Draft Contract Amendment No. 4 – Contract No. 2019.055

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT****PROFESSIONAL SERVICES CONTRACT****CONTRACT NO. 2019.055**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **MIG, Inc.** (“CONTRACTOR”) whose address is 800 Hearst Avenue, Berkeley, CA 94710.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from the date of execution to September 30, 2020, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any

reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

## 6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.



- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.

- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$25,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$25,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT:	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Attn: Kristen Law
CONTRACTOR:	MIG, Inc. 800 Hearst Avenue Berkeley, CA 94710 Attn: Joan Chaplick

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
  - C. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

“This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.

16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’S premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other

party, and any attempt to do so shall be void upon inception.

19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including

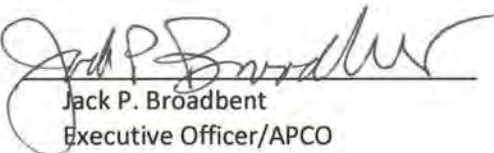
mediation, shall be San Francisco, California.

26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.


IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

By:   
Jack P. Broadbent  
Executive Officer/APCO

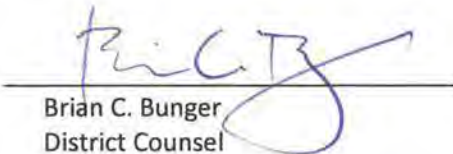
Date: 3/28/19

MIG,

  
By: \_\_\_\_\_  
Joan Chaplick  
Principal

Date: March 26, 2019

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 30 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop a Monitoring Plan over approximately 20 months and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

#### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

#### *Deliverables:*

1. Meeting agenda and brief summary documentation.

#### **Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 20 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team

to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

For the remaining meetings, CONTRACTOR will join via phone and provide high-level action minutes. The DISTRICT and co-leads will prepare for and provide facilitation for meetings and draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. The co-lead team will be responsible for all meeting logistics, materials preparation and meeting documentation. Some of the planning meetings will be conducted by phone to minimize the level of effort and allow for more flexibility.

*Deliverables:*

1. High-level action minutes for the first three meetings;
2. High-level action minutes for the remaining meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support services for a minimum of 12 Steering Committee meetings. CONTRACTOR will provide logistical support systematically to ensure the Steering Committee meets in a reliable and productive setting. CONTRACTOR will identify, reserve and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide meeting materials in English and Spanish; provide sign-in sheets and other materials; and other logistical details. DISTRICT will provide simultaneous, Spanish interpretation at each Steering Committee meeting.

*Deliverables:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for 12 Steering Committee meetings. The facilitators will remain neutral and work with participants to stay on task and within the timeframe for the discussion. The team will arrive early for set-up for each of the meetings.

Steering Committee members will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. GRANTEE will issue stipends or honorariums to eligible members upon request. Eligible members and/or organizations requesting stipends will receive a stipend or honorarium of \$100 per meeting, up to a maximum stipend of \$1,200 per member.

Stipends will be pro-rated should a member have attended less than 12 meetings. GRANTEE will request the member's name and address and send a check directly to that member.

*Deliverables:*

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are



received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

*Deliverables:*

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall or Community Summit**

CONTRACTOR will work with the DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. An audience of 75-95 individuals will attend the Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. The meeting will be highly interactive and include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall or Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. GRANTEE will provide a maximum stipend of \$125 per Steering Committee member to participate in the Community Summit.

*Deliverables:*

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall or Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall or Community Summit

*Deliverables:*

1. Notes from the Town Hall or Community Summit meeting.

**Task 1.8: Summary of Town Hall or Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Town Hall or Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

*Deliverables:*

1. Draft and final summary.

**Task 1.9: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, DISTRICT may require supplemental services and as needed assistance. In anticipation of DISTRICT's desire for

additional efforts to engage the community, CONTRACTOR shall conduct further outreach upon the request of DISTRICT. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants.

*Deliverables:*

1. Coordination, implementation and summary analysis of additional community engagement.

**Task 1.10: Project Management and Client Coordination**

To ensure efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities. CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services.

*Deliverables:*

1. Brief e-mail summaries of team communications and action items.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time and materials basis for the tasks outlined in the Scope of Work, up to a maximum amount of \$25,000.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal in Charge	Joan Chaplick	\$195.00
Project Manager	Jamillah Jordan	\$150.00
Project Associate	Jessie Hernandez	\$100.00
Graphic Designer	Christine Santana	\$100.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR a single lump-sum payment of \$9,300 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, stipends for eligible Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as a one-time administrative fee of \$930 to cover CONTRACTOR's administrative costs, for a total payment of \$10,230. This payment will cover all expenses that CONTRACTOR may incur in completion of the work under this Contract, including, but not limited to, CONTRACTOR and subconsultant's direct costs, and compensation to the participants of the Steering Committee. CONTRACTOR will invoice DISTRICT for this amount in its first monthly invoice. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$25,000.**



**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 20, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the contract, dated October 23, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the contract, dated April 30, 2020, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
5. The PARTIES seek to amend the term, Scope of Work and total maximum cost of the Contract to reflect the additional work that CONTRACTOR will need to undertake.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$559,980" with "\$759,080."

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$559,980" with "\$759,080."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-3, Scope of Work, with the attached "Attachment A-4, Scope of Work" and agree that all references in the Contract to Attachment A, Attachment A-1, Attachment A-2, and Attachment A-3, shall be deemed to refer to Attachment A-4, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-3, Cost Schedule, with the attached "Attachment B-4, Cost Schedule" and agree that all references in the Contract to Attachment B, Attachment B-1, Attachment B-2, and Attachment B-3, shall be deemed to refer to Attachment B-4, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
Joan Chaplick  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel

## ATTACHMENT A-4

### SCOPE OF WORK

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan) (Phase 1) and the Community Emission Reduction Plan (CERP) (Phase 2). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop the Monitoring Plan and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

In September 2019, the Steering Committee voted to begin transition into a designated CERP community. In addition to continuing to support the Monitoring Plan, CONTRACTOR will help develop and coordinate a Community Design Team to inform the inclusion of a CERP and ultimately provide facilitation and coordination assistance to the co-lead team and Steering Committee through the CERP development process. CONTRACTOR will provide facilitation and will coordinate with the co-lead team and Steering Committee to design and implement Community Summits to update the Richmond-San Pablo Community on the Steering Committee goals and progress.

#### **PHASE 1: COMMUNITY AIR MONITORING PLAN**

##### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

*Deliverables:*

1. Meeting agenda and brief summary documentation.

**Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 27 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From June 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

*Deliverable:*

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, the Parties expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT's preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

*Deliverable:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**



CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they become available. These members will participate in up to 12 meetings of no more than 2 hours in length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall/Community Summit**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meeting is highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall/Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. Steering

Committee members can request a stipend for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per participating member for the Community Summit.

Deliverables:

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall/Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall/Community Summit. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 1.8: Summary of Town Hall/Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

Deliverables:

1. Draft and final summary.

**Task 1.9: Project Management and Client Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 1.10: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, CONTRACTOR expects there may be a need for supplemental services to provide as needed assistance. In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will provide resources to conduct further outreach upon the request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants. The additional costs needed to summarize the findings from these input activities are included in the fee estimate.

Deliverables:

1. Coordination, implementation and summary analysis of additional community engagement.

## **PHASE 2: COMMUNITY EMISSION REDUCTION PLAN**

### **Task 2.1: Support for CERP Community Design Team Meetings**

CONTRACTOR will provide support for five (5) two-hour CERP Community Design Team meetings. The CERP Community Design Team will be comprised of up to 12 members. CONTRACTOR will develop the agendas, facilitate the meetings and provide high-level action minutes. DISTRICT and the Community Design Team will draw upon the results of these meetings to support development of the CERP Steering Committee and to inform the overall CERP process. For all CERP Community Design Team meetings, CONTRACTOR will secure meeting venues and provide dinner for each meeting, with a budget of up to \$225 per meeting.

CONTRACTOR will issue stipends to Community Design Team members, upon their request. Community Design Team members will receive \$100 per meeting for their participation.

Deliverables:

1. Agendas and high-level action minutes for Community Design Team meetings.
2. List of members receiving stipends.

### **Task 2.2: Support for Co-Chairs and DISTRICT Planning Meetings**

CONTRACTOR will provide professional facilitation services and high-level action minutes for at least thirty (30) two-hour co-chair meetings. During the meetings, CONTRACTOR will collaborate with the co-chair team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-chairs will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. CONTRACTOR will provide refreshments for all meetings as needed, with a budget of up to \$25 per meeting.

Deliverables:

1. Agendas and high-level action minutes for co-chair team meetings.

### **Task 2.3: Steering Committee Meeting Logistics**

CONTRACTOR will provide logistic support for at least eighteen (18) Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the Steering Committee meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues or virtual meeting platform; provide audio-visual equipment; provide refreshments as needed; provide select meeting materials in English and Spanish and review and format them to fit branding and comply with the Brown Act and DISTRICT meeting requirements; host dry-run meetings as needed; and attend to other logistical details (e.g., Steering Committee binders). Steering Committee meetings will be held at DISTRICT's preferred venue, the Richmond Memorial Auditorium, when available for in-person meetings. For the first 1-2 meetings, CONTRACTOR will provide at least 3 hours of logistical support per meeting. Once a regular routine is established, CONTRACTOR will provide 1-2 hours of logistical support per meeting. CONTRACTOR will provide refreshments at these meetings

as needed, with a budget of up to \$450 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

Deliverables:

1. Logistical activities to support Steering Committee meetings.

#### **Task 2.4: Steering Committee Meeting Facilitation**

CONTRACTOR will provide facilitation for the Steering Committee meetings. CONTRACTOR will arrive early to set-up and provide a two-person team to facilitate and take notes for each meeting. CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion.

Steering Committee members will provide deliverables necessary to inform and develop a CERP over approximately 18 months and discuss its implementation and results as they become available.

CONTRACTOR will issue stipends to Steering Committee members, upon their request. Members will receive a stipend of \$100 per meeting, up to a maximum of \$1,800 per member. Co-Chairs will receive an additional stipend of \$300 per month.

Deliverables:

1. List of members receiving stipends.

#### **Task 2.5: Steering Committee Meeting Notes**

CONTRACTOR will create meeting minutes and format them to comply with Brown Act and DISTRICT meeting requirements for each Steering Committee meeting and circulate a draft of the notes to DISTRICT for review. Once CONTRACTOR receives DISTRICT comments, CONTRACTOR will finalize the notes for each meeting. Meeting notes will be a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverables:

1. Draft and final meeting notes for each Steering Committee meeting.

#### **Task 2.6: Plan for Community Summits**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan two Community Summits, as needed. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meetings are highly interactive and will include visual displays, such as using geographic information system (GIS) and data collected from community and outreach activities to create maps and infographics, to help simplify key concepts.

CONTRACTOR will confirm and reserve the venues and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by DISTRICT, co-leads and Steering Committee members.

CONTRACTOR will issue stipends to Steering Committee members, upon their request, for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per member for each Community Summit.

Deliverables:

1. Meeting design and outreach materials.
2. List of members receiving stipends.

#### **Task 2.7: Conduct Community Summits**

CONTRACTOR will facilitate and provide note taking support for two Community Summits, as needed. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

#### **Task 2.8: Summary of Community Summits**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summits. The summaries will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the CERP.

Deliverables:

1. Draft and final summaries.

#### **Task 2.9: Project Management and Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

#### **Task 2.10: Contingency for Additional Stakeholder and Community Engagement Activities**

In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will conduct further outreach upon DISTRICT's request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants.

Deliverables:

1. To be determined based on direction provided by DISTRICT.

### **Task 3.1: Resource Allocation Process and Management**

CONTRACTOR will assist DISTRICT with facilitating the provision of resources directly to community organizations and individuals to support participation in data collection, public education, and outreach activities. Resources may be in the form of stipends, mini-grants, direct payments, goods, services from local businesses, or other agreed upon methods consistent with best practices that provide appropriate level of accountability of public funds. CONTRACTOR shall propose methods for resource allocation, identify streamlined documentation to provide accountability, verify consistency with best business practices, and propose a payment schedule. CONTRACTOR will determine in advance if the process requires Internal Revenue Service Form W-9 from organizations and individuals, reports, or other supporting documentation. CONTRACTOR will administer resources as agreed upon and as directed by DISTRICT.

### **Task 3.2: Contingency**

This task provides a contingency to support other resource allocation methods beyond those identified in Task 3.1. Funds can be used for both CONTRACTOR labor and resources for the community as directed by the DISTRICT.

DRAFT

**ATTACHMENT B-4**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time and materials basis for completing the tasks outlined in the Scope of Work, up to a maximum amount of \$759,080.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate (Before May 1, 2021)</b>	<b>Hourly Rate (After May 1, 2021)</b>
Principal in Charge	Joan Chaplick	\$195.00	\$200.00
Project Manager	Jamillah Jordan	\$150.00	\$155.00
Project Associate	Jessie Hernandez	\$100.00	\$105.00
Graphic Designer	Christine Santana	\$100.00	\$105.00
Graphic Designer	Ed Canalin	N/A	\$175.00
Graphic Production	Madeleine Salem	N/A	\$110.00
Graphic Production	Christine Santana	N/A	\$110.00
Digital Engagement	Ryan Mottau	N/A	\$160.00
GIS Specialist	Jose Rodriguez	N/A	\$155.00
Associate Support	China Davis	N/A	\$110.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$262,828 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR’s travel costs, venue rental, stipends for eligible co-leads and co-chairs, Community Design Team, and Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR’s administrative costs. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 (“Payment”) of this Contract.

**Total cost of Contract not to exceed \$759,080.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization for Procurement for Replacement of Computer Workstations

**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to:

- Enter into a purchase agreement with CDW-G in an amount not to exceed \$500,000, for the replacement of IT workstations; and
- In the event that CDW-G cannot meet the pricing and delivery schedule indicated in their RFP response, authorize the Executive Officer/APCO to enter into an alternate purchase agreement for the replacement of IT workstations, in an amount not to exceed \$500,000, with the next highest scoring vendor.

**BACKGROUND**

Every five (5) to six (6) years computer workstations used by Air District staff approach end-of-life and are replaced. The Air District utilizes a single procurement to take advantage of the cost reductions that are available with a large purchase. In addition to pricing, a single computer workstation configuration provides efficiency in troubleshooting, maintenance calls, spare parts, and user training.

The computer workstations currently used by staff are approximately six (6) years old; maintenance issues are increasing, vendor support is close to end of life, and the latest versions of software programs that operate on the computers are taxing the capability of the hardware to operate them properly.

**DISCUSSION**

Various models of computer workstations were considered for this procurement taking into account the needs for a mobile workforce, paper reduction, longevity and cost. After reviewing traditional workstations and comparing them to mobile laptop, laplet, and tablet computers both in functionality and price, IT staff recommended procuring the Microsoft Surface laptop 4 computers configured with sufficient power to provide for the planned five (5) to six (6) year longevity of the system.



The relatively small form factor of the Surface laptop four (4) computers not only allows them to be used in a desktop mode in the office, but also allows for mobile use by inspectors and other field staff. Additionally, the compact form factor lends itself to using the computers in meetings thus eliminating much of the need to take paper copies of documents for distribution.

In order to validate this selection, IT staff engaged in a six month pilot program where we used and stress tested the laptops putting this through the daily rigors of IT service and support computing. We also provided the laptops to staff in a loaner capacity for their day-to-day activities. The process was successful with staff reporting a better than satisfactory user experience with the hardware and the significant upgraded experience with the lap ability provided by the laptops.

In order to find a vendor for the Surface computers, the Air District issued a request for proposal (RFQ) for procurement of the equipment. The RFQ was directly sent to several vendors who are known to have expertise in pre-configured delivery of this type of hardware, and the RFQ was posted on the Air District’s website. During the two-week period that the RFQ was open, the Air District responded to written questions, and upon closing, four quotes were received. The scoring matrix showing the average RFQ scores by vendor is shown below in Table 1.

**Table 1 – Quote Score Comparison**

	Total	A - Quotes	A-1 - Total cost of all items.	A-2 - Responsiveness	A-3 - References	A-4 - Firm’s Specialty Focus Area
Supplier	/ 100 pts	/ 100 pts	/ 60 pts	/ 25 pts	/ 13 pts	/ 2 pts
CDW Government LLC	92.67	92.67	53.33	25	13	1.333
HPI International Inc.	76.33	76.33	48.33	17	11	0
Mvation Worldwide Inc.	73.33	73.33	57.67	15	0	0.66667
Princeton IT Services, Inc.	55	55	50	5	0	0

The quotes were evaluated under the Air District’s request for proposal (RFP) evaluation procedures, and the CDW-G quote was found to be very responsive to the Air District’s needs, receiving the highest total score of 92.67 on a 100 point scale.

The total cost of this procurement will not exceed \$500,000 and is budgeted in the current fiscal year ending (FYE) 2021 budget.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. This procurement is currently budgeted in the FYE 2021 budget. No additional impact is anticipated.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Duane Vazquez  
Reviewed by: John Chiladakis

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and  
Members of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization for Funding to the Partnership Agreement with the Metropolitan  
Transportation Commission (MTC) for Additional Training and Database  
Development

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**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to supplement the Partnership Agreement with the Metropolitan Transportation Commission (MTC) with additional funding not to exceed \$250,000.

**BACKGROUND**

On August 31, 2020, the Bay Area Air Quality Management District (Air District) and MTC entered into a funded Partnership Agreement with the goal of fostering effective agency collaboration and adopting consistent and coordinated methods for database development, documentation, and online publishing.

Under the existing Partnership Agreement, the Air District has leveraged MTC datasets expertise to support increasingly complex database and project assignments, including support for:

- Community health protection objectives, including regional and community-specific planning and emission reduction efforts related to Assembly Bill (AB) 617, and
- Climate projection objectives, including support to local jurisdictions for estimating greenhouse gas (GHG) emissions for local Climate Action Plans.

Funding for these projects was approved by the Air District Board of Directors on June 3, 2020, for an amount not to exceed 300,000 to support an MTC associate. MTC supplemented the work with in-kind support from the Data & Visualization team. Tasks supporting these projects are currently in progress and will continue with this existing funding into the first quarter of next fiscal year.

## DISCUSSION

Air District staff recommend extending the Partnership Agreement and adding additional funding in fiscal year ending (FYE) 2021 to continue progress toward realizing a goal of coordinated databases and methods. Air District staff anticipate that, if the Air District and MTC can share methods and database software tools, this may result in cost savings for both agencies.

Air District staff are proposing to add \$250,000 of additional funding to the Partnership Agreement to MTC in FYE 2021 for MTC to assist with knowledge transfer and additional database development to support AB 617. Through the partnership, the Air District and MTC would continue to explore cross-agency projects and cost savings from consolidating separate licensing of spatial-visualization and database software into enterprise-wide licensing. Additional tasks funded include the following:

- Continue implementation of a Database Protocol developed in prior work through the Partnership Agreement,
- Develop additional datasets in support of AB 617,
- Plan efficient configurations for joint agency subscription services, and
- Ad hoc database tools support and services.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed funds, not to exceed two hundred and \$250,000, would supplement the existing Partnership Agreement with MTC and be used to support additional associate staff time for additional tasks.

The proposed funds have been allocated in the Air District's existing program 609 budget for FYE 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Phil Martien  
Reviewed by: Greg Nudd

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Consider Approving the Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association and to Approve Changes to the Salaries and Benefits of the Management and Confidential Units

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RECOMMENDED ACTION

Recommend the Board of Directors approve the proposed Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District (District) and the Bay Area Air Quality Management District Employees' Association (EA) and to approve changes to the salaries, leave sell-back provisions and benefits of the management and confidential units.

BACKGROUND

The MOU between the District and the EA expires on June 30, 2021. Beginning in February 2021, the Air District's negotiators entered successor MOU negotiations with the EA on matters within the scope of bargaining.

The members of the EA will vote on the agreement at their June membership meeting and if ratified, the agreement is subject to ratification by the Air District's Board of Directors.

DISCUSSION

The contract language which amends the current MOU is attached for review. The proposed changes to the existing MOU are:

1. Article XX Term of Agreement - a two-year term ending on June 30, 2023.

2. 7.01 Salaries – provides an annual cost of living adjustment (COLA). The COLA will be 0.75% effective the first full pay period in July 2021, and 0.75% effective the first full pay period in January 2022. Effective the first full pay period after July 1, 2022, wages and salaries of unit employees shall be increased by any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30. The cumulative minimum increase for 2022/2023 shall be one percent (1%) and the maximum increase shall be three-point four percent (3.4%).
3. 9.04 Overtime - provides management approval for overtime or compensation time accrued outside of assigned division.
4. 11.06 Insurance After Retirement - revises language to reflect current practice.
5. 11.15 Job Related Education - expands the program to provide student loan assistance up to \$10,000 per year.
6. 12.01 Annual Leave -
  - Temporary increases the maximum annual accrual cap to 550 hours. This provision will expire on June 30, 2023.
  - Temporarily allows any employee with a leave balance over 460 hours as of December 31, 2020 to sell back, on a one-time basis, an additional 40 hours for a total of 80 hours in a calendar year. This provision will expire on December 31, 2021. Total additional cost estimated at \$100,000.
7. 12.02 Sick Leave - revises language to include medical proof of illness after 5 days or more of sick leave usage.
8. 12.06 Subpoena As A Witness - revises language to reflect current practice to limit paid time for court appearance on matters related to District business.
9. 12.07 Holidays - allows cash-out up to one year of floating holidays through September 30, 2021. Total cost estimated at \$50,000.
10. 16.02 Contracting Out - increases the total number of hours for utilizing temporary employees and contractors to 22,000 hours in FYE 2022 and 2023.
11. 16.03 Interns and Fellows – revises the payrate of the interns and expands the program to include for fellows.

The change in salary and leave sell-back provisions is also extended to the Management and Confidential groups.

The proposed agreement will contribute positively to a stable and constructive labor relations environment.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no budget impact beyond that already contemplated in the FYE 2022 budget.

Respectfully Submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Terri Levels  
Reviewed by: John Chiladakis

- Attachment 16A.A: Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and Bay Area Air Quality Management District Employees' Association edited redlined version
- Attachment 16A.B: Draft Resolution to Approve a Successor Memorandum of Understanding Between the Air District and the Bay Area Air Quality Management District Employees' Association and to approve changes to the salaries and benefits of the management and confidential units
- Attachment 16A.C: Salary Schedule 21, effective 7/4/21
- Attachment 16A.D: Salary Schedule 21(a), effective 1/2/22

## MEMORANDUM OF UNDERSTANDING

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District  
Employees' Association, Inc.

July 1, 202~~0~~1 to June 30, 202~~1~~3

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021)



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**ARTICLE I PARTIES**

**SECTION 1.01 DESIGNATION**

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “BAAQMD”, “District”, or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “BAAQMD EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

**SECTION 1.02 NOTIFICATION**

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the District  
Executive Officer (EO)  
Bay Area Air Quality Management District  
375 Beale Street Suite 600  
San Francisco, CA 94105

for the Association  
(personal service) (U.S. Mail)  
President (or Designee) President (or Designee)

BAAQMD Employees’ Association, Inc. BAAQMD Employees’ Association, Inc  
375 Beale Street Suite 600 P.O. Box 420434  
San Francisco, CA 94105 San Francisco, CA 94109

**ARTICLE II RECOGNITION, COVERAGE AND EXCLUSIVE REPRESENTATION**

**SECTION 2.01 RECOGNITION**

The Bay Area Air Quality Management District (District) has recognized the Bay Area Air Quality Management District Employees’ Association, Inc. as the representative of the employees in the Technical/General representation unit and the Professional Employees’ representation unit for all matters of employer-employee relations. (Hereinafter the term Association will apply to either or both units as applicable and appropriate.)

**SECTION 2.02 COVERAGE OF EMPLOYEES**

- 1. The classifications within each unit are listed in the Appendix A. For the purpose of this Memorandum of Understanding, the classification system which is adopted by the Board of Directors and maintained by the Human Resources Section is the source for determination of unit representation.

2. The District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

#### SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The District agrees that during the term this Memorandum of Understanding is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this Memorandum.

#### SECTION 2.04 AGENCY SHOP / MAINTENANCE OF MEMBERSHIP

Each employee covered by this Agreement except supervisory employees shall, as a condition of continued employment, within thirty (30) days of first employment at the District, or for a supervisor who does not already pay association dues, effective July 1, 2010, either 1) become and remain a member in good standing of the Association, or 2) commence and continue to make payment(s) of an amount equivalent to the Association's periodic dues to the Association as a service fee for Association representation, except such amount shall not exceed that amount as outlined by or required by law having to do with the subject of non-member fees paid to unions for representation.

#### SECTION 2.05 RELIGIOUS EXEMPTION

No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations, or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501 (c)(3) of the Internal Revenue Code (IRC).

#### SECTION 2.06 DUES/FEES DEDUCTIONS

The parties agree that the District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The District shall deduct dues and initiation fees (or agency fees or charitable contributions in lieu of Association dues and initiation fees) from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association. Such remittance will contain an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the District in writing the current rate of membership dues and agency fees. The District shall put into effect any new, changed, or discontinued

deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

**SECTION 2.07 INDEMNIFICATION**

The Association will defend, indemnify, and hold harmless the District from any loss, liability, or cause of action arising out of the operation of this Article. The indemnity obligation is more fully set forth as follows. Upon commencement of any such legal action, the District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the District shall not diminish the Association's indemnification obligations under this agreement.

The District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

**ARTICLE III RIGHTS AND OBLIGATIONS**

**SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the District's policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation. This Section is not subject to the Grievance Procedure of this Document.

**SECTION 3.02 EMPLOYEE RIGHTS**

1. The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
  - A. Form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
  - B. Refuse to join or participate in the activities of any employee organizations.
2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.

3. The District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.
5. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.
6. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association pursuant to this Article.

SECTION 3.03            PHYSICAL EXAMINATION

The District may require a physical examination or a personal statement of good health after an employment offer has been made.

SECTION 3.04            SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

The provisions of Division III, Section 3.6 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association. This section is excluded from the grievance procedure.

SECTION 3.05            EMPLOYEES' TIME OFF TO VOTE

The provisions of Division III, Section 3.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.06            DRUG-FREE WORKPLACE

The provisions of Division III, Section 3.8 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.07            SAFETY

The provisions of Division III, Section 3.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.



SECTION 3.08            WORKPLACE VIOLENCE

The provisions of Division III, Section 3.10 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.09            SMOKE-FREE WORK SITE

The provisions of Division III, Section 3.11 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.10            ASSOCIATION RIGHTS

Nothing contained in this Memorandum of Understanding shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the Meyers-Milias-Brown Act (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11            MANAGEMENT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- a. Determine the mission of its constituent departments, boards, and committees.
- b. Set standards of service.
- c. Determine the procedures and standards of selections for employment and promotion.
- d. Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- e. Maintain the efficiency of governmental operations and exercise complete control and discretion over its organization and the technology of performing its work.
- f. Determine the methods, means, and personnel by which government operations are to be conducted.
- g. Determine the content of job classifications.
- h. Take all necessary actions to carry out its mission in emergencies.

The District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this agreement.

The provisions of this Article do not absolve the District or District Management from their obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

SECTION 3.12 SURVEILLANCE CAMERAS

1. The District shall not use surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except in the event those records constitute evidence of a criminal act. Provided, however, the Grievant, or Arbitrator permits the Grievant, District, Association, and Arbitrator to review and refer to records from security cameras and related equipment to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action. The District, upon request of the Grievant, shall provide copies of the records within five working days. Further, the District shall not review records from security cameras and related equipment for the purpose of investigating and/or evaluating employee conduct at work.

**ARTICLE IV GRIEVANCE PROCEDURE**

SECTION 4.01 DEFINITION OF A GRIEVANCE

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this Memorandum of Understanding, or any disputed disciplinary action against an employee or employees covered by this MOU.

SECTION 4.02 ASSOCIATION AS THE GRIEVANT

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Human Resources Officer (HRO). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The HRO shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

SECTION 4.03 TIME LIMITS

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.
2. At each step District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to

the grievance in writing. In the event that the District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.

3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.

#### SECTION 4.04 REPRESENTATION

The Association may represent the employee(s) at any stage of the process contained herein.

#### SECTION 4.05 PROCEDURE

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with his or her immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRO. The HRO shall either process the grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or HRO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

#### STEP 3A - REQUEST FOR MEDIATION

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from

receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

#### SECTION 4.06 DISCIPLINARY DISPUTES

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

#### SECTION 4.07 MOU DISPUTES

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

#### SECTION 4.08 REQUEST FOR ARBITRATION

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

#### SECTION 4.09 SELECTION OF AN ARBITRATOR

The District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

#### SECTION 4.10 DECISION OF THE ARBITRATOR

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

#### SECTION 4.11 FEES AND EXPENSES

The fees of the arbitrator and related expenses shall be shared equally by the District and the grievant.

SECTION 4.12            LIMITATIONS ON ARBITRATOR’S AUTHORITY AND JURISDICTION

The limitations on the arbitrator’s authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

**ARTICLE V            DISCIPLINARY PROCEDURE**

SECTION 5.01            PROGRESSIVE DISCIPLINE

In order to maintain the orderly and efficient operation of the District, it may be necessary for District Management to impose discipline on an employee who violates work instructions or District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal verbal reprimand, (b) formal written reprimand, (c) warning and one-day suspension, (d) extended suspension and (e) dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this Memorandum of Understanding. An employee may provide a written response to any written disciplinary action taken against that employee.

SECTION 5.02            GROUND(S) FOR DISCIPLINE

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing appointment.
2. Incompetence.
3. Inefficiency.

4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public or other employees.
12. Political activity prohibited by state or federal law.
13. Engaging in sexual harassment of another employee or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the District or his/her employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

#### SECTION 5.03 REPRIMANDS

1. The initial step in the imposition of discipline is normally a verbal reprimand. When delivering the reprimand, the supervisor shall identify the action(s) which the employee should take to correct the basis for the reprimand. A verbal reprimand is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a written reprimand or beyond.
2. If, after receiving a verbal reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the same violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the verbal reprimand, the employee's immediate supervisor may either: (i) repeat the verbal reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the section manager to issue a formal written reprimand.
3. A written reprimand shall document all previously delivered verbal reprimands, shall state the basis for such verbal reprimand(s) and shall specify the action(s) which the employee should take to correct the basis for the formal written reprimand and the possible consequences of a failure by the employee to take such corrective action. A written reprimand is a formal disciplinary measure and is entered in the employee's personnel record.
  - A. If, after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the written reprimand(s), the employee's section manager may either: (i) repeat the formal written reprimand and again identify the

action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the division director to issue a formal written warning and one-day suspension without pay.

- B. An employee may appeal a written reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a written reprimand in writing and to have that response attached to the reprimand in the personnel file.
  - C. If an employee does not receive any discipline more severe than a verbal reprimand for a period of 18 months then all previous written reprimands will be sealed. However, for just cause, the District may open the employee's sealed reprimand file and use any of the contents contained therein on an as needed basis. If the sealed reprimand is opened the employee shall be notified in writing within five (5) working days. The notification shall include the reason for such action.
4. Notwithstanding paragraphs 1-3 of this section, the District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the recommended progressive discipline steps.

#### SECTION 5.04          WARNING AND ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the written reprimand, the employee's division director may impose a warning and suspend the employee without pay for a full working day. The imposition of the warning and one-day suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A Warning and One Day Suspension may not be grieved or appealed.

#### SECTION 5.05          EXTENDED SUSPENSION

- 1. If, for good cause shown or after being issued a warning and being placed on a one-day suspension without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a warning and placed on a one-day suspension without pay, the EO may suspend the employee from work without pay for a period of up to two weeks. Prior to placing an employee on an extended suspension without pay, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have

violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective.

2. An employee who is to be placed on an extended suspension from work without pay will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective. This meeting with the EO should take place as soon as possible, and in no event more than five (5) working days after the recommendation for suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the suspension, the EO shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to impose a suspension from work without pay, the suspension shall begin on the day after the EO's written decision is served on the employee, and all written documentation pertaining to the suspension will be entered in the employee's personnel record.
3. Employees who are placed on an extended suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO may place an employee guilty of serious misconduct on extended suspension. In such case, the EO shall follow the procedure set forth in 2 above.

#### SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being suspended from work without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO may dismiss the employee from employment with the District. Prior to the dismissal of an employee from employment with the District, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective.
2. An employee who is to be dismissed from employment with the District will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the



dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to dismiss the employee from employment with the District, the dismissal shall be effective on the day on which the EO's written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the Director's recommendation that he/she be dismissed from employment. In that event, he/she shall remain on administrative leave with pay until such time as he/she is either directed to return to work or until the date the EO's written decision is mailed to the employee.

3. After the EO takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered in the employee's personnel record.

#### SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration administrative leave with pay.

Pursuant to Section 3.11(d), the District has the right to relieve employees from duty for legitimate reasons. Accordingly, the District may place employees on paid administrative leave during the course of investigations that may lead to disciplinary action. Provided, however, that the period of administrative leave in any given instance shall not exceed the timely reasonably necessary to conclude the investigation.

The District reserves the right to direct employees not to enter and/or access District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the District causing a monetary loss to the employee shall be reimbursed by the District to the full amount. The employee shall submit to the District verification of the monetary loss and

the District shall fully reimburse the employee within ten working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

## **ARTICLE VI CLASSIFICATION STUDIES**

1. Up to 6 classifications will be reviewed in each of the remaining years of the current MOU. The EA and the District will each select up to three classification series.
2. Bargaining unit positions in selected job classifications will be audited to determine whether the positions are correctly classified.
3. Job classification descriptions will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. No bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the job classification description assigned to their position, or a compensation analysis.
6. In the event that a compensation analysis conducted pursuant to this Side Letter of Agreement indicates that an adjustment to pay rates is warranted, the Human Resources Officer shall prepare a report and recommendation for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, job classification description reviews, and compensation analyses conducted pursuant to this Side Letter of Agreement shall be performed by an external consulting firm mutually agreed upon by the parties.
8. The cost of any work performed pursuant to #7 shall be borne equally by the District and the Association, except that the Association's costs for such work shall not exceed \$15,000 per year.
9. However, neither party is required to designate classes in any year.
10. Aside mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.

## **ARTICLE VII SALARIES**

### **SECTION 7.01 SALARIES**

The following changes to unit wages or salaries shall be made effective as identified below:

~~Effective July 1, 2020, wages and salaries of the unit employees shall be increased by two percent (2.0%). Effective the first full pay period following November 1, 2020, wages and salaries of the unit employees shall be increased by the one percent (1.0%).~~

Effective the first full pay period after July 1, 2021, wages and salaries of the unit employees shall be increased by three quarter percent (0.75%).

Effective the first full pay period after January 1, 2022, wages and salaries of the unit employees shall be increased by three quarter percent (0.75%).

Effective the first full pay period after July 1, 2022, wages and salaries of unit employees shall be increased by any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30.

The cumulative minimum increase for 2022/2023 shall be one percent (1.0%) and the maximum increase shall be three point four percent (3.4%).

## SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
2. Unless special conditions warrant otherwise, an employee promoted to a higher position will receive the minimum salary for the higher position nearest a 5% increase (not less than 4.9%) above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a position is reclassified, a competitive recruitment will occur and the salary placement of the selected employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.
5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through the initial probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of his/her initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.

7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to a position in the formerly held classification and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

#### SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall "meets standard" rating. For purposes of this section, a delayed performance evaluation exceeding 30 calendar days shall cause the employee's performance evaluation to be an overall "meets standard" rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee's anniversary date falls.

#### SECTION 7.04 DETERMINATION OF SALARY RATES

1. **ORIGINAL APPOINTMENTS:** Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. **LIMITED-TERM EMPLOYMENT:** Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular District employee is re-hired as a limited-term employee for the same classification in which he/she held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the District pursuant to 7.04.1 above.

#### SECTION 7.05 Y-RATING

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors.

SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime will be compensated an additional \$1.00 per hour for hour worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

SECTION 7.07 SHIFT DIFFERENTIAL PAY

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flex time or compressed schedule shall not be considered shift differential hours.

SECTION 7.08 STANDBY DUTY/CALL BACK

1. STANDBY DUTY

- A. Standby duty shall be defined as that circumstance when an employee assigned by the District to:
  - (1) Be ready to respond immediately to a call for services;
  - (2) Be readily available at all hours by telephone, pager or other agreed upon communication equipment; and
  - (3) Refrain from activities which might impair his/her assigned duties upon call.
- B. With the approval of the EO, a manager may request volunteers or, if needed, assign an employee or employees to standby duty.
- C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the District to perform the duty. An employee assigned standby duty shall be paid \$5.00 per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off for each twelve (12) hours. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the District less any regular or overtime hours.
- D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. A bargaining unit employee who is called back to work while on standby or after he/she has worked the scheduled shift and has departed from the place of employment shall be compensated with overtime for the time worked, either in cash or compensating time off

(if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.

- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.
- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

- 1. Mandatory deductions include but not be limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- 2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the District.

SECTION 7.10 PAY PERIOD AND PAYDAY

- 1. The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If payday falls on a holiday, warrants will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
- 2. The District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.
- 3. The District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No said changes will be made unless parties to this MOU agree to such changes.

SECTION 7.11 FINAL PAYMENTS

- 1. SALARY. Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- 2. ACCRUED ANNUAL LEAVE. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- 3. ACCRUED SICK LEAVE. Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.

4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under “Report of EO”.
5. Requests for salary advance must be received by the HRO at least one (1) week prior to the date of requested distribution for which the advance is requested.
6. Requests are subject to the approval of the HRO.

SECTION 7.13 ACTING ASSIGNMENTS

1. When an employee is assigned in writing by his/her Division Director to perform all of the day-to-day duties of a position in a higher District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive “Acting Pay” from the first day of such assignment until the end of the assignment not less than 40 hours.
2. The rate for “Acting Pay” shall be determined by Section 7.02.2 of this MOU.
3. Acting assignments shall not be for less than forty (40) hours.
4. It is expressly understood that acting assignments do not constitute an appointment to a different position and have no effect on the employee’s representation status and/or terms and conditions of employment other than the duties performed by the employee and the “Acting Pay” received by the employee during the period of the acting assignment.
5. An acting assignment for a vacant position may only be used to backfill the position during the recruitment process to fill the vacancy.

6. An employee may decline acting assignments. An employee who has accepted an acting assignment may decline to continue the acting assignment with five (5) working days advance written notice to his/her Division Director. A Division Director may discontinue an acting assignment at any time with written notice to the employee.

#### SECTION 7.14 SPECIAL PAY AND ALLOWANCES

1. **BILINGUAL PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the Division Director, shall receive bilingual pay in the amount of \$30 per pay period provided the employee utilizes the bilingual skills as described above for ten (10) or more hours per pay period. The compensation shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-San Jose based on the previous year's CPI-W on each July 1, as reported by the Bureau of Labor Statistics, U.S. Department of Labor.
2. **PER DIEM.** Employees who travel away from the District for training or other work assignments that extend for more than one day shall be reimbursed for reasonable expenses provided that receipts are submitted for such expenses. The employee should submit a detailed expense report within 7 days of the travel, including receipts for other expenses (e.g. travel and lodging).
3. **HAZARD PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to 1) climb to the sampling point of stacks, storage tanks or any structure at a height of 30 feet or more 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness 3) perform confined space entries or 4) climb to a height of 30 feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and one-half percent (2½%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The District as a condition of employment in positions requiring the above duties.

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard pay shall be considered part of the regular rate for the purpose of computing overtime.

### **ARTICLE VIII EMPLOYMENT AND MERIT INCREASES**

#### SECTION 8.01 POLICY

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or of receiving any future salary benefits.



## SECTION 8.02 DEFINITIONS

1. Original Date of Hire: The date of hire into a regular position with the District in an unbroken period of employment that includes the most recent employment with the District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. Adjusted Hire Date: The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. Salary Anniversary Date: The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.
4. Adjusted Anniversary Date: The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on Workers' Compensation shall not be considered absent from service.

## SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the District, 50% of their regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

## SECTION 8.04 PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will

normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.

4. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.
5. A performance evaluation that includes an overall rating of needs improvement or unsatisfactory must include an attached plan for improvement.

#### **SECTION 8.05 PROBATIONARY PERIOD**

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.
3. During any probationary period, no employee shall be demoted or terminated in violation of the District's Equal Employment Opportunity policy.

### **ARTICLE IX HOURS OF WORK**

#### **SECTION 9.01 HOURS OF WORK**

##### **1. WORKWEEK**

- A. **NORMAL WORKWEEK.** A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8 ½) hour period from 8:30 A.M. to 5:00 P.M., normally with one-half (1/2) hour for meals.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek and/or workday can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.
- C. **TELECOMMUTING.** With the approval of Management, an employee's normal workweek may be modified to allow for telecommuting. The employee and his/her

supervisor will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The District will allow non-scheduled telecommuting on Spare-the-Air days. In all cases, telecommuters shall make provide sufficient communication with the office and the public to meet the District goals.

D. PART-TIME WORK: An employee may request a regular part-time work schedule of fewer than 80 hours per pay period. Approval shall be at the discretion of the Division Director and the EO on a fiscal year basis considering business needs of the District. The part-time schedule may be rescinded by the EO with a 30-day notice to the affected employee for business needs or for unsatisfactory employee performance.

2. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.
3. When a situation arises in which a represented employee is unable to work his or her regular hours on a particular day, upon the approval of his or her supervisor, the employee may make up the time missed. The makeup time shall occur during the same pay period. The total hours worked, including makeup time, shall not exceed forty (40) hours during any work week and shall not exceed ten (10) hours on any one day.
4. When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid: for the hours representing the agency at, and travel time to and from, meetings or conferences; for the hours at, and travel time to and from, a class; or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment. With the approval of the employee's supervisor, an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.
5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned work day, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time the employee must receive concurrence from his/her immediate supervisor and authorization from his/her manager. If the employee is authorized to make-up time, the employee must make-up the time in the same pay week in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.
6. With the approval of Management, an employee may make up work time that is lost as a personal or job-related obligation within the same workweek in which the work time is lost. Make up may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirement specified in this MOU. The schedule according to which any such time will be made up will be established in consultation with the employee's supervisor.

SECTION 9.02 MEAL PERIOD AND REST PERIOD

1. Lunch period of one-half (1/2) hour is to be taken as assigned by the employee's manager, normally it will be taken between 12:00 P.M. and 1:00 P.M.
2. Rest period of one-quarter (1/4) hour each is normally taken in mid-morning and mid-afternoon.
3. Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine his/her two 15-minute breaks with his/her lunch period or to take one 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine his/her lunch and break periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one (1) hour lunch and two 15-minute breaks, then the employee shall take one 15-minute break midmorning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to his/her primary lunch option. The District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

SECTION 9.03 ATTENDANCE

1. An employee's supervisor will be responsible for keeping the daily attendance record of each employee.
2. A bargaining unit employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's manager, the employee may be allowed to make-up time providing the time made-up does not put the employee in an overtime status, use appropriate paid leave in accordance with this agreement, or may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the District within the first hour of the workday unless an emergency prevents such reporting.
  - A. Failure to report may result in loss of pay for the period of absences from work.
  - B. An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

SECTION 9.04 OVERTIME

The District will avoid the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

A notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered “scheduled” overtime. An assignment given less than 24 hours in advance will be considered an “unscheduled” assignment for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. **AUTHORIZATION.** Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for a represented employee are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times base hourly rate. For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.
2. **CALL-BACK.** Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.

3. TRAVEL TIME. For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.
4. DISTRIBUTION OF OVERTIME. Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
  - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
  - B. When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
  - C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
  - D. All overtime assignments will be made with due consideration for employee hardship.
  - E. Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
  - F. The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
  - G. Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
5. DISTRIBUTION OF CALL-BACK. Call-back will be distributed in the following manner:
  - A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
  - B. If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.

- C. If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
  - D. The District maintains the option to deviate from this procedure based upon immediate need.
6. All represented employees who are authorized and work overtime shall be compensated at the rate of one and one-half times their base hourly rate of pay for all time worked over their normally scheduled work day. Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensation time is 120 hours as of the end of the calendar year. At the end of the calendar year, the District will pay the employee all compensation time in excess of 120 hours at the current hourly rate. An employee may cash out up to the full amount (240 hours) at the end of the calendar year.
  7. Employees required to work a designated holiday shall receive overtime pay equal to two times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (Section 12.07), except that for New Year's Day, Independence Day, and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.
  8. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor.

**ARTICLE X            REDUCTION IN FORCE**

**SECTION 10.01            PROCEDURE / BUMPING, LAY-OFF AND RECALL**

1. SENIORITY. For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the District work force: District employment seniority, seniority within a class series and seniority within a specific job classification. District employment seniority is the seniority gained based on overall employment with the District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.
2. LAYOFFS/REDUCTIONS IN WORK FORCE

- A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall District employment seniority.
- B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
- C. The District will give an employee at least 30 days written notice prior to the effective layoff date.
- D. The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.

### 3. BUMPING

A. **DEFINITION.** Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or District-wide, as set forth in subsection (C) (2) below. Normally, bumping will occur in the context of a reduction in the District work force, when the position of an employee with sufficient overall employment seniority with the District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the District, such that it is necessary to displace existing employees to equal or lower paying job classifications involving new or different duties.

#### B. GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

- (1) When any employee who has held a given job classification for less than 4 years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than 4 years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.



- (3) When two or more employees have the same amount of seniority in a given job classification and one must be bumped, the employee with the least overall District employment seniority is the one who will be bumped. When two employees have the same amount of overall District employment seniority and one must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
  - (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one employee has been bumped, that employee with the highest applicable seniority in accordance with rule (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule (1) above will be automatically promoted to the intermediate paying classification.
  - (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.
  - (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
  - (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the District necessitate that the employee be displaced from his or her current job classification. The District will give an employee at least 30 days written notice prior to the effective date of any bumping. The District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.
- C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.
- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the

District, management shall solicit volunteers to move to that job classification. If more than one employee in a job classification volunteers to be bumped, the volunteer with the greatest overall District employment seniority is the one who will be bumped.

- (2) An employee can never bump back to a higher paying position which that employee previously held in the District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
- (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
- (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the District.
- (5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (8) "A" bumps to a lower paying job classification in a class series anywhere in the District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four criteria shall bump to the highest paying of the available positions.

#### D. RECALL

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the District by certified mail return receipt requested) of a classification opening by notifying the District of their intent to return within 10 working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.
- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.
- (4) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (5) A change in job title shall not affect an employee's recall rights.

#### **ARTICLE XI      FRINGE BENEFITS**

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

#### **SECTION 11.01      HEALTH INSURANCE**

The District shall make available health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the health insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.02 DENTAL INSURANCE

The District shall make available dental insurance coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the dental insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.03 VISION CARE

The District shall make available Vision coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resource Section. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.04 LIFE INSURANCE

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The District shall provide Long Term Disability Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

~~At a minimum, the~~ The District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the District and are re-hired by the District at a later date and subsequently retire from the District.

3. Employees Hired on and after July 1, 2010

- A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of District contribution, and in compliance with the provisions of the Medicare program.

The percentage of District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

<u>Credited Years Of Service</u>	<u>Percentage of District Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the District after July 1, 2010.

- B. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit ('air time').
- C. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.
- D. Notwithstanding subsection A, for employees hired by the District on and after July 1, 2010, and who retire for disability with less than 10 years of credited service, the contribution payable by the District shall be 50 percent of the maximum fringe benefit allowance received at the time of retirement.

4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the District's Board of Directors.

5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant

fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

#### SECTION 11.07 PREMIUM REQUIREMENTS

1. The District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
  - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below or \$1763.70, whichever amount is greater.
  - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below.
2. Tiered Benefit Plan - The District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
  - A. Employee (EE) only – 100% of Kaiser HMO premium for single plus 100% of dental and vision premiums for Employee Only Plan.
  - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
  - C. Employee + Family – 90% of Kaiser HMO premium for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.
3. For those employees who do not enroll in a health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

#### SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay. State Disability Insurance and Family Temporary Disability Insurance are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The District is not responsible for benefit levels, the duration of benefits, or the eligibility of District employees for benefits.

SECTION 11.09 WORKERS' COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the District's workers' compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.
4. If the length of the work-related absence qualifies the injured worker for temporary
5. disability benefits from the District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of his/her wages when combined with any temporary disability payments from the District workers' compensation insurance carrier.
6. These provisions will only apply once per injury as determined by the District's Workers' Compensation Insurance carrier.
7. In the event that the District's workers' compensation insurance carrier does not accept the workers' compensation claim, the District is entitled to recover the amount of any benefits or time paid under this section. The District and the employee will develop a repayment plan. The employee may surrender sick leave, annual leave, floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one year from the denial of the claim. Any period longer than one year must be agreed upon by both parties due to extenuating circumstances.

SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as 'classic members' as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The District amended the PERS contract to implement the "2.0% at age 55 formula" effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of PEPR which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall immediately reopen negotiations concerning such provisions and shall bargain this provision in accordance with MMBA

requirements.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

2. EMPLOYEE CONTRIBUTIONS

- A. Effective July 1, 2013, the “classic employees” shall pay the entire 7% mandatory employee contribution to CalPERS.
- B. Employees who are not considered “classic employees” by CalPERS shall pay 50% of normal cost as required in the California Public Employees’ Pension Reform Act (PEPRA) – AB340.
- C. The charges, if any, shall not reduce the employees’ pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code to ensure that the tax benefit provided by that section is made available to employees.

SECTION 11.11 CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

SECTION 11.12 EMPLOYEE ASSISTANCE PROGRAM

The District shall offer an employee assistance program to employees and members of their household. The Employee Assistance Program provides limited professional, confidential counseling service at no cost to the employee.

SECTION 11.13 TRANSIT SUBSIDY

- 1. Consistent with the District’s efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, fulltime District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
- 2. Effective July 1, 2017, the District will provide a transit subsidy, up to a maximum amount of \$255.00 per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
- 3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the District. The transit subsidy will be made available to eligible District employees on a designated day prior to the beginning of each month. The District reserves the right to use other methods deemed more efficient for the District.



4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on a District-wide basis at any time. For stated reasons provided in writing to the employee, the District may audit an individual employee and require the employee to provide a written explanation of his or her use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.
6. If an employee chooses to change her or his subsidy, he or she must complete the necessary forms in a timely manner in order to receive her or his subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from a District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$6.00 per day (or \$3.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$3.00 per day (or \$1.50 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from a District facility shall be provided with parking at no cost, subject to availability.
8. Electric Vehicle: Effective July 1, 2002, an employee that uses an electrical vehicle to commute to and from a District facility shall be provided with parking and have access to a re-charging station at no cost, subject to availability.
9. Walking or Biking: District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$3.00 per day (or \$1.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.

#### SECTION 11.14 DEFERRED COMPENSATION

The District shall offer the opportunity to participate in Section 457 deferred compensation plans. These plans are designed to allow employees to invest a portion of salary that is tax deferred until such time as the employee withdraws the funds.

The District shall periodically convene a committee whose charge shall be to review the performance, costs and related design of these plans and evaluate alternate plans to be offered. This committee shall consist of an equal number of non-EA and EA represented District employees. Based on the evaluation, the committee shall provide a recommendation regarding plans to be offered

In the event of a recommended change in vendor(s), the District and the Association shall immediately meet and confer with regard to any such change in vendor(s). Following the completion of the meet and confer process, the District may implement reasonable changes in vendor(s).

## SECTION 11.15 JOB-RELATED EDUCATIONAL PURSUITS

### 1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year.
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.
- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRO. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the District (such as a Professional Engineer license).
- F. ~~Each year, the~~ District shall ~~yearly~~ apportion an amount up to \$~~150~~,000.00 to allow for reimbursements of up to \$2,000.00 per employee for those employees who attend and

successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.

## 2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the District.
- B. ~~Each year, the~~ District shall ~~yearly~~ apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$1,500.00 per employee for those employees who attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

## 3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job related degree.
- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

4. Each year, the District shall apportion an amount up to \$10,000.00 to be used by employees to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$1,000.00 per year per participating employee. This program will be administer on a first-come, first-served basis.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:

1. Special retirement and disability benefits under PERS.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account, effective July 1, 2000. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year. The contribution amount increased to \$71.21 per month effective July 1, 2004 in accordance with this provision.
5. Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$10,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$10,000 has been distributed by the District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for District employees who elect to enroll in the PERS Long Term Care Program as paid for by the employee.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

The District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. The employee cannot recover any unused balance

SECTION 11.19      GUARANTEED RIDE HOME

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

**ARTICLE XII**                      **LEAVE AND HOLIDAYS**

SECTION 12.01      ANNUAL LEAVE

1. An employee earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service.
2. An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten and up to twenty years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
7. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period.
8. Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
9. The maximum accumulation of annual leave is four hundred and sixty (460) working hours as of the end of the calendar year. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below four hundred and sixty (460) hours. On a one-time basis, the maximum accumulation of annual leave will increase to five hundred and fifty (~~50~~50) hours. This provision will expire on ~~December 31, 2021~~June 30, 2023.
10. Use of annual leave of more than one hundred and sixty (160) hours must be scheduled and approved by the Executive Officer.

11. For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.

~~12. For a permanent employee that was previously employed as either a limited term employee or a temporary employee for more than 1000 hours: effective July 1, 2001 accumulated service shall be the combined service as a permanent employee and previous service as a limited term employee or temporary employee, less the initial 1,000 hours. The District will not allow retroactive accrual prior to July 1, 2001.~~

~~13. If a payday falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the Human Resources Office.~~

~~14.~~12. Once per calendar year, an employee may exchange unused annual leave in excess of 200 hours, up to a maximum of 40 hours per calendar year, for the equivalent amount in wages. The request may not exceed forty (40) hours per fiscal year. Payment shall be made within ~~150~~ working days of the request. On a one-time basis, an employee with an annual leave balance over 460 hours as of December 31, 2020 will be allowed to sell back an additional 40 hours. This provision will expire on December 31, 2021.

~~15.~~13. An employee who is re-hired within five years of their separation by the District as a permanent employee will accrue annual leave at the rate he/she was accruing at the time of separation.

#### SECTION 12.02 SICK LEAVE

1. COVERAGE. Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:

- A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
- B. Exposure to contagious disease requiring quarantine.
- C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an employee may petition the EO to use more than 80 hours of accrued sick leave per year to care for that immediate family member.
- D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.
- E. Appointments for dental, eye, and other medical examinations.

F. When an employee is required to be absent for purposes related to the adoption of a child to a maximum of 80 hours per calendar year, provided, however, an employee may petition the EO to use more than 80 hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: Appointments with adoption agencies, social workers, and attorneys; Court proceedings; Required travel; Any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. Adoptive parents who voluntarily choose to be absent from work to bond with an adoptive child may not use sick leave for this purpose. Employees must have at least 200 hours of sick leave before initially requesting sick leave for purposes related to the adoption of a child.

2. ALLOWANCE. Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave that may be accumulated. Part time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.
3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. JOB-RELATED INJURY. Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
5. HOLIDAY DURING A SICK LEAVE PERIOD. If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance by the employee's supervisor and consistent with District operating requirements.

#### SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay, or

2. If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.
3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

**SECTION 12.04 MILITARY LEAVE**

The District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to his/her supervisor as soon as the obligation to attend military duty is known.

**SECTION 12.05 JURY DUTY**

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.3.

**SECTION 12.06 SUBPOENA AS A WITNESS**

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness on matters related to District business shall be allowed the time necessary to be absent from work without loss of regular pay.

**SECTION 12.07 HOLIDAYS**

1. The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Chavez' Birthday	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
<u>Columbus-Indigenous Peoples'</u> Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

2. Every day appointed by the President of the United States or Governor of California as a holiday.



3. Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.
4. Employees will be granted 36 hours of floating holidays per year. Except, an employee hired after January 1st and prior to June 1st will be allowed only 8 hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor. Except that any remaining floating holidays earned during the fiscal year ending 2021 may be cashed out or used through September 30, 2021. Unused balances from any year prior to fiscal year ending 2022 will expire on September 30, 2021.
5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other District employees shall be credited with 8 hours of floating holiday pay in-lieu of the scheduled holiday. The 8 hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

#### SECTION 12.08 BENEVOLENT LEAVE FUND

1. The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:
  - A. Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
  - B. To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
  - C. To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
  - D. Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
  - E. Leave may be donated to the fund regardless of whether there is a qualified recipient.

- F. Leave may not be sold, bartered or traded to another employee under any circumstances.
  - G. Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.
2. In order to be a fund recipient, the following conditions apply:
- A. The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee's personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
  - B. Upon written request from the Association Board of Directors, the Human Resources Officer shall provide to the Association the amount of leave in the fund.
  - C. The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
  - D. The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
  - E. Written requests to use leave from the fund shall be submitted to the Human Resources Officer.
  - F. The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
  - G. If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.
3. Catastrophic illness or injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

**SECTION 12.09      TEMPORARY DISABILITY LEAVE**

The provisions of Division III, Section 11.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference.

Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

#### SECTION 12.10 FAMILY CARE LEAVE

The provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference except as modified in 1 and 2 below:

1. Each full-time employee is entitled to a maximum of 480 hours of family care and medical leave during any 12-month period. The 12-month period begins on the first date family care and medical leave is taken. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.
2. The family care and medical leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for 80 hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

No changes to said provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures that are within the scope of bargaining will be proposed to the District's Board of Directors by District Management without first obtaining the concurrence of the Association in writing of said proposed changes.

#### SECTION 12.11 PREGNANCY DISABILITY LEAVE

The provisions of Division III, Section 11.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

#### SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work 50% of his or her regularly scheduled assignment (i.e. 50% of the regular assignment of 40 hours in five (5) consecutive eight-hour days or 50% of 40 hours in four (4) consecutive 10-hour days).

#### SECTION 12.13 LEAVE WITHOUT PAY

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the EO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Article XI, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

#### SECTION 12.14 LEAVE OF ABSENCE

1. Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the EO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Article XI, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 11. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.
  - A. The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
  - B. Leave of absence does not confer any absolute right to return to position or employment.
  - C. Employee time in-grade for salary increase will be preserved, at the same level.
  - D. Accrued pension rights and pension time will be preserved.

### **ARTICLE XIII ASSOCIATION ACTIVITIES**

#### SECTION 13.01 COMMUNICATING WITH EMPLOYEES

1. The Association may use District internal mail. Any mail will be given to the Business Manager for routing.
2. The Association will use the right-hand third of the space on District bulletin boards for posting Association business announcements provided District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

#### SECTION 13.02 USE OF DISTRICT FACILITIES

1. The Association may use District meeting rooms provided they are available and there is no interruption of District work. The Association will submit its requests to the Business Manager for the use of the rooms in advance. Meetings of the District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.
2. The Association may use the District's reproduction facilities at reasonable cost.
3. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of District business. The District will bill the Association monthly for costs incurred.
4. The District will provide the Association with office space providing there is available space.

#### SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

Two Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

#### SECTION 13.04 ASSOCIATION REPRESENTATIVES

1. The Association may, by written notice to the HRO, designate no more than seven (7) of its members to be stewards. If a change in Stewards occurs, notification shall be provided to the HRO within ten (10) working days of such change.
2. The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.
3. Representatives will be allowed to post Association notices on District bulletin boards.
4. Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with District Management personnel shall not count against the hours allotted. The President and Vice President each

will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.

5. Any represented employee who has a grievance may request the assistance of a representative in preparing and presenting the grievance.
6. Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.
7. The Association negotiating team members (total of nine) will be allowed up to 40 hours off, with pay, per month for bargaining preparation when negotiations are in progress.
8. In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

## **ARTICLE XIV      AVAILABILITY OF DISTRICT DOCUMENTS**

### SECTION 14.01      ADMINISTRATIVE CODE

The District will continue to make available to the Association a copy of the Administrative Code.

### SECTION 14.02      HEALTH INSURANCE PLANS

The District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the Human Resources Section only.

### SECTION 14.03      PERSONNEL FILES

The District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the Human Resources Section.

## **ARTICLE XV                      PERSONNEL TRANSACTIONS AND RECORDS**

### SECTION 15.01      HIRING AND INITIAL ORIENTATION

The provisions of Division III, Section 12.1 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**SECTION 15.02 PERSONNEL AND MEDICAL FILES**

The provisions of Division III, Section 12.2 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**SECTION 15.03 EMPLOYMENT RECORD VERIFICATION**

The provisions of Division III, Section 12.3 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**SECTION 15.04 CLASSIFICATION SYSTEM**

The provisions of Division III, Section 12.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**SECTION 15.05 REQUESTS FOR NEW EMPLOYEES**

The provisions of Division III, Section 12.5 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**SECTION 15.06 PERSONNEL ACTION FORMS**

The provisions of Division III, Section 12.6 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**ARTICLE XVI METHOD OF FILLING VACANCIES**

**SECTION 16.01 PROCEDURES**

1. ANNOUNCEMENT PROCEDURE. When a bargaining unit vacancy exists, the Human Resources Office (HRO) will prepare and distribute a position announcement for the vacancy. The announcement will be posted electronically. The position will be opened for at least 10 working days. The bargaining unit vacancy announcement will include the opening date, minimum qualifications required, and the selection procedures to be used to screen applicants.
2. REVIEW OF JOB ASSIGNMENT(S) AND DESCRIPTION. Prior to the opening of a vacancy, the Hiring Manager shall have the right to make job assignment changes within the classification of the vacant position prior to identifying the actual vacant position. The Hiring

Manager must review the job description prior to the commencement of the recruitment process in order to select those duties and functions, which are the most relevant for the position to be filled. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.

3. **APPLICATION.** Applicants who wish to be considered for the position will submit a completed application form to the HRO on or before the filing deadline specified on the announcement.
4. **QUALIFICATIONS.** The qualifications include, but are not limited to, education, experience, knowledge, skills, abilities and other background factors, which are needed for each classification. The minimum qualifications will be specified in the position description form and included in the announcement. The HRO may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications.

The HRO shall determine if the applicants meet the minimum qualifications of the position. The HRO shall inform each applicant in writing if he/she does not meet the minimum qualifications for the position. The HRO may reject any application if the applicant does not possess the minimum qualifications required for the position, or for other justifiable reasons. The HRO shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and his/her rights to appeal the HRO's decision.

5. **VACANCY.** A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a leave of absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on sick leave, annual leave, bereavement leave, temporary disability including maternity leave, Family Care Leave, Workers' Compensation, leave without pay or any other circumstances determined by the EO.
6. **ORDER OF FILLING VACANCIES.**
  - A. **FIRST PRIORITY.** Reinstatement from layoff, return from leave of absence granted for medical reasons. To fill a vacancy in the first priority category, the HRO will submit the names of all qualified applicants to the Hiring Manager.
  - B. **SECOND PRIORITY.** For regular employees, transfer, promotion, or return from leave of absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be promotional or open. In the event the recruitment is open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.



7. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing. The bargaining unit applicant shall have the right to appeal the HRO's decision. The bargaining unit applicant must submit a written notice of appeal to the HRO within five (5) working days from the receipt of the written notification of disqualification. The bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications. The HRO shall review the additional information with the Hiring Manager. The Hiring Manager shall have the final decision in determining whether or not a bargaining unit applicant meets the minimum qualifications for the bargaining unit vacancy. If the Hiring Manager decides that the bargaining unit applicant meets the minimum qualifications, the bargaining unit applicant will be allowed to continue in the recruitment. If the Hiring Manager decides that the bargaining unit applicant fails to meet the minimum qualifications, the bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's decision, shall inform the bargaining unit applicant of the reason for his/her disqualification in writing.
8. **QUALIFIED APPLICANT POOL - PROCEDURE.** The following procedure shall be used to determine the qualified applicant pool. In an open recruitment, all bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A and B will not apply to those bargaining unit applicants. When there are eight (8) or fewer qualified applicants, Steps A and B will not apply.
  - A. **Application Screening Panel -** A panel of three (3) District employees chosen by and facilitated by the HRO shall screen those applicants who meet the minimum qualifications for the bargaining unit vacancy. The HRO will not be a member of the screening panel. The HRO shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager in consultation with the HRO shall establish the screening criteria. The screening criteria may include a practical test, a written examination, a review of the responses to the supplemental application question, and/or any combination of screening methods listed above deemed appropriate for the position by the Hiring Manager. The screening panel shall score the applicant consistent with predetermined scoring methodology. As a result of the screening, all applicants will be given a score based on a 100-point scale. If the Hiring Manager has opted for an examination, then the HRO shall administer the examination to all of the applicants under the same conditions. The HRO or the screening panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly.
  - B. **Panel Interviews -** A panel of three (3) District employees chosen by and facilitated by the HRO, giving due consideration to the necessities of the job being filled, shall interview the top twelve (12) applicants by score. The HRO shall ensure that all of the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that at least one of the panelists shall be a representative from the Division where the vacancy exists, and at least one of the

panelists shall be a representative from a different Division. The HRO may choose one (1) panel member from outside the District who possesses expertise in the area of the vacant position. The HRO shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and rating criteria. A representative of the HRO will facilitate the interview process, however, that person will not be a member of the panel. The panel interview scores will be based on a 100-point scale.

- C. Hiring Interviews - As a result of the scores, the Hiring Manager in the presence of the HRO will interview the top eight (8) applicants. In open recruitments, the Hiring Manager will interview all bargaining unit applicants who meet the minimum qualifications. The HRO shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and scoring criteria. The Hiring Manager shall ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRO. At the conclusion of all the interviews, the Hiring Manager shall forward his/her scoring sheets, notes and recommendation of the selected applicant to fill the vacancy to the HRO. The hiring recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain of command to the EO for approval. If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.
- D. Additional Steps – Subsequent to Step C (Hiring Interviews), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

- E. In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the applicant who has the next highest final score through the appropriate levels of management for approval by the EO.
- F. After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide the unsuccessful applicant with reasons for his or her rejection. These reasons shall be constructive and specific.
- G. In the event there are tied scores at the twelfth and eighth positions as a result of the procedures identified in Steps A or B respectively above, respectively, each applicant at the tied positions shall proceed to the next steps in the process.
- H. For more than one vacancy, one additional applicant for each additional vacancy will be added to each of the selection processes above.
- I. If there is a vacancy in the same classification, the District shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interviews). If the applicant has completed Step C (Hiring Interviews), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant selected for the original recruitment.
- J. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- K. If there are six (6) or fewer bargaining unit applicants who meet the minimum qualifications in the applicant pool, the bargaining unit applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to utilize these procedures or any procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

Allegations of discrimination under this Article cannot be grieved.

## SECTION 16.02 CONTRACTING OUT

The District shall not contract out or remove from the bargaining unit any District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the District's normal selection process could perform adequately, competently and in timely manner, except as provided below.

## Temporary Employees

When regular permanent employees are unable to perform bargaining unit work, the District may utilize temporary employees under the following circumstances:

- A. Concurrent with the District's recruitment for one or more bargaining unit vacancies, commencing at the time of District authorization of the recruitment and ending upon a permanent appointment.
- B. Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
- C. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
- D. In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of District management.

~~In any fiscal year, the total number of hours of temporary employment allowable under the above provisions shall not exceed 17,000.~~

For the period July 1, 2021 through June 30, 2023, the total number of hours of temporary employment allowable in each fiscal year under the above provisions shall not exceed 22,000. After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of hours for filled EA positions, whichever is greater. The total number of hours for filled positions shall be determined by calculating the average (mean) number of hours for filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours limitation provision continue, the date upon which filled EA represented positions shall be calculated will continue to be the average (mean) number of hours for filled EA positions on the most recent November 1 and March 1

### Calculation Example:

(Number of full-time, filled bargaining unit positions X 2080 hours/position X 3.8%) + (Number of part-time, filled bargaining unit positions X 1560 hours/position X 3.8%)

The District shall provide the EA with prompt, written notice of each temporary employee. The notice shall include the following information: specific reason for the hire, hiring date, job class and division. If the temporary employee is hired under provision B, the notice will include both the specific assignment and anticipated length of service.

The District shall provide the EA with quarterly reports for each fiscal year that include the following information: temporary employee's name and total hours worked. The District shall provide notice when it reaches 15,000 hours of usage of temporary employees in any fiscal year.

### Contractors

In addition to the use of temporary employees the District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

### Representation

Temporary employees, limited term employees and contractors employed under this agreement shall not be represented by the EA.

## SECTION 16.03 INTERN AND FELLOWS PROGRAM

The District operates an ~~College Intern Program and High School~~ Intern and Fellows Program. In connection with these actions, the District and the EA agree that individuals appointed to ~~College Intern or High School~~ Intern classifications (as defined below) or fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement, except as provided in Section 16.03(C)(1) below.

### PART A: COLLEGE INTERNS

1. The EA and the District shall mutually establish College Intern Program guidelines and College Intern classifications. The District shall have the right to determine where Interns are assigned. The District agrees Interns shall perform work consistent with the class specification only. ~~The College Intern classifications shall be in place and in effect prior to the implementation of Part A.~~
2. The District has the right to determine the number of College Interns to use in this Program. The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.
3. The District has the right to determine each College Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labor Standards Act (FLSA).

4. ~~For each 4-week period (two pay periods), the District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis, duties, hours of work in that 4-week period, and cumulative hours of work for all College Interns in the calendar year. The District shall ensure that the EA President or designee is in receipt of this written report no later than 14 calendar days from the end of the preceding 4-week period.~~
5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly pay rate for College Interns shall be equivalent to that of Step A of the Office Assistant I classification. ~~Air Quality Intern shall be equivalent to that of step A of the entry level job classification of the specified series most closely related to the specific assignment.~~

#### PART B: HIGH SCHOOL INTERNS

1. The EA and the District have established the High School Intern Program guidelines and the High School Intern classification. The District shall have the right to determine where High School Interns are assigned. The District agrees High School Interns shall perform work consistent with the class specification only. ~~The High School Intern classification shall be in place and in effect prior to the implementation of Part B.~~
2. The District has the right to determine the number of High School Interns to use in this Program. The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.
3. The District has the right to determine each High School Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs.
4. ~~For each 4-week period (two pay periods), the District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis, duties, hours of work in that 4-week period, and cumulative hours of work for all High School Interns in the calendar year. The District shall ensure that the EA President or designee is in receipt of this written report no later than 14 calendar days from the end of the preceding 4-week period.~~
5. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

## PART C: FELLOWS

The District may sponsor Fellows through a bona fide educational institution or public agency to perform work consistent with the program or are that they are assigned to.

1. The District shall have the right to determine where the Fellows are assigned.
2. The District has the right to determine the number of Fellows in this program. However, the total hours for this program in any year shall not exceed 2,000 hours.
3. The District has the right to determine each Fellow's work schedule. The District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of 40 hours in a workweek.
4. The District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
5. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
6. The pay rate for Fellows shall be determined by the sponsoring educational institution or public agency.

## PART D: VIOLATIONS OF THIS AGREEMENT

1. If the EA believes this Side Letter is being violated, the President or designee shall request a meeting with the Human Resource Officer or designee to review concerns. The meeting shall be held within 5 calendar days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator's decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.
2. Upon termination of Part A and/or Part B, as a result of the arbitrator's decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.

## PART E: LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

PART ~~EF~~ MISCELLANEOUS

1. The District shall pay to the EA an equivalent amount of dues, that the College Interns would have paid had they been EA members, as applicable under Section 2.06 of the MOU.
- ~~2. Except as provided in Section 16.02 of the MOU, all other temporary employees performing bargaining unit work shall be terminated for the duration of this agreement.~~
- ~~3. In the event that part A and or Part B are terminated the remaining provisions of this agreement remain in full force and effect.~~
- ~~4. Non-bargaining unit employees (Temporary workers) employed by the District for the purpose of filling a bargaining unit position (not a vacant position) while a bargaining unit employee is on approved leave need not be terminated for the duration of the approved leave.~~

SECTION 16.04 I-BOND PROGRAM

1. A category of limited term appointments shall be established to perform work necessitated by the I-Bond grant program, or to backfill vacancies created when District employees accept such limited term appointments.
  - A. “Limited Term” is defined as employment that is paid for by I-Bond funds and is not to exceed the duration of the I-Bond grant funding.
  - B. When I-Bond funding terminates, either for an individual position or the program, limited term appointments associated with that funding shall terminate. Employees in limited term positions are not subject to Article 10 of the collective bargaining agreement.
  - C. Limited term employees shall be considered employees represented by the Bay Area Quality Management District Employees’ Association, Inc.
  - D. Limited term employees shall be limited to non-supervisory positions.
  - E. This agreement is not intended to prohibit the District from hiring full-time regular employees for any purpose.



2. For I-Bond limited term appointments only, a separate promotional recruitment process may run concurrent with an open recruitment process.
  - A. The Association waives Article 16.01 Sections 8 A, B and C of the collective bargaining agreement for these I-Bond limited term appointments only.
  - B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.
3. Regular full-time employees of the Bay Area Air Quality Management District who are hired into an I-Bond limited term position shall have the right to return to her/his regular full-time position when I-Bond funding terminates.
4. Contract employees shall not be used for I-Bond projects after April 30, 2009 unless otherwise agreed to by the parties. The Association shall not unreasonably withhold agreement. Disputes regarding application of this provision will be subject to expedited binding arbitration, using a pre-determined list of arbitrators; selection from the list will be based on the first available arbitrator. The date of the arbitration shall not exceed 30 days from the date of request. Arbitration decisions pursuant to this provision will be issued at the conclusion of the arbitration hearing.

## **ARTICLE XVII      MEMORANDUM OF UNDERSTANDING**

### **SECTION 17.01      ENTIRE AGREEMENT**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding supersede previous agreements between the parties.

This Memorandum of Understanding supersedes any and all other statements of policy or procedure established by this District through its Board of Directors insofar as such provisions relate directly to the matters specifically dealt with herein. Matters not the subject to bilateral agreement through this Memorandum of Understanding remain in full force and effect. Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established.

### **SECTION 17.02      CONSISTENCY WITH ADMINISTRATIVE CODE**

To the extent that any provisions of said Policies and Procedures, which pertain to any subject within the scope of representation, are inconsistent with the terms of this Memorandum of Understanding, the terms of this Memorandum of Understanding shall prevail. During the term of this Memorandum of Understanding, no new provision or amendment to said Policies and Procedures not in accord with this Memorandum or which directly affect wages, hours, terms or conditions of employment of employees covered by this Memorandum of Understanding shall be adopted and/or implemented by the District except upon written agreement with the Association following meet and confer with bargaining representatives.

### **SECTION 17.03      SEVERABILITY**

It is understood that this Memorandum of Understanding is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

**SECTION 17.04 INTERIM BARGAINING**

Nothing contained in this Memorandum of Understanding, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

**ARTICLE XVIII INTERIM ADJUSTMENTS**

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association members shall be immediately incorporated into this MOU.

**ARTICLE XIX SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

**ARTICLE XX TERM OF AGREEMENT**

The District and the Association agree that the term of this Agreement shall commence July 1, 2020~~1~~ and expire at midnight on June 30, 2021~~3~~. ~~No less than~~ At least ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

**ARTICLE XXI SUBMISSION TO BOARD OF DIRECTORS**

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the District

\_\_\_\_\_  
Date

\_\_\_\_\_

For the BAAQMD Employees' Association, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A: CLASSIFICATIONS

Accountant	Principal Air Quality Engineer
Accounting Assistant I/II	Principal Air Quality Specialist
Administrative Analyst	Principal Environmental Planner
Administrative Secretary	Programmer Analyst I/II
Advanced Projects Advisor	Public Information Officer I/II
Air Quality Case Settlement Specialist I/II	Radio Telephone Operator
Air Quality Chemist I/II	Radio Telephone Operator Supervisor
Air Quality Engineer I/II	Receptionist
Air Quality Inspector I/II	Research Analyst
Air Quality Instrument Specialist I/II	Secretary
Air Quality Laboratory Technician I/II	Senior Accounting Assistant
Air Quality Meteorologist I/II	Senior Advanced Projects Advisor
Air Quality Permit Technician I/II	Senior Air Quality Chemist
Air Quality Specialist I/II	Senior Air Quality Engineer
Air Quality Technical Assistant	Senior Air Quality Inspector
Air Quality Technician I/II	Senior Air Quality Instrument Specialist
Atmospheric Modeler	Senior Air Quality Meteorologist
Building Maintenance Mechanic	Senior Air Quality Permit Technician
Data Entry Operator	Senior Air Quality Technician
Database Specialist	Senior Air Quality Specialist
Deputy Clerk of the Boards	Senior Atmospheric Modeler
Environmental Planner I/II	Senior Environmental Planner
Facilities Maintenance Worker	Senior Public Information Officer
Facilities Services Supervisor	Statistician
Fiscal Services Coordinator	Supervising Air Quality Engineer
Legislative Analyst	Supervising Air Quality Inspector
Librarian	Supervising Air Quality Instrument Specialist
Mechanic I/II	Supervising Air Quality Meteorologist
Office Assistant I/II	Supervising Air Quality Specialist
Office Services Supervisor	Supervising Environmental Planner
Organization Development & Training Spec.	Supervising Public Information Officer
Permit Coordinator	Supervising Systems Analyst
Principal Accountant	Systems Analyst
Principal Air & Meteorological Monitoring Specialist	Systems Quality Assurance Specialist
Principal Air Quality Chemist	Toxicologist
	Web Master

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**Resolution No. 2021-XX**

**A Resolution to Approve a Successor Memorandum of Understanding  
Between the Air District and the Bay Area Air Quality Management District  
Employees' Association and to Approve Changes to the Salaries and Benefits  
of the Management and Confidential Unit**

WHEREAS, the current Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District ("Air District") and the Bay Area Air Quality Management District Employees' Association ("Association") representing the Technical/General representation group and the Professional representation group (collectively, the "Representation Groups") was approved by the Board on June 3, 2020, by Resolution No. 2020-04 and said MOU having an expiration date of June 30, 2021; and

WHEREAS, the Air District Board of Directors met and approved salary adjustments to the management and confidential employee groups; and

WHEREAS, representatives of the Air District, as authorized by this Board, have met and conferred in good faith with representatives of the Association regarding salaries and other terms and conditions of employment for the Representation Groups; and

WHEREAS, the Air District and Association negotiators reached an Agreement for a new Memorandum of Understanding from July 1, 2021 through June 30, 2023; and

WHEREAS, the attached MOU reflects the changes agreed to by the Air District and the Association, and

WHEREAS, the Agreement as reflected in the attached MOU has been duly ratified by the membership of the Association;

NOW, THEREFORE, BE IT RESOLVED that the attached MOU between the Air District and the Association and the change to salaries and benefits of the Management and Confidential Unit employees be, and is, hereby approved.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the 16th day of June, 2021 by the following vote of the Board:

AYES:

NOES:

ABSENT:

ATTEST:

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Cindy Chavez  
Chairperson of the Board of Directors

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John J. Bauters  
Secretary of the Board of Directors

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES**  
Annually/Monthly/Bi-weekly/Hourly effective July 4, 2021

**ID-JDE MANAGEMENT**

**Per Employment Agreement**

1B101 Executive Officer/Air Pollution Control Officer	308114.82
	25676.24
	11850.57
	148.13

1B102 Counsel	319040.34
	26586.69
	12270.78
	153.38

**ID-JDE MANAGEMENT**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
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3M101 Air Monitoring Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

3M102 Air Quality Engineering Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

3M103 Air Quality Planning Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

3M104 Air Quality Program Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

8M101 Assistant Counsel I	149M	145581.46	152860.54	160503.56	168528.74	176955.18
		12131.79	12738.38	13375.30	14044.06	14746.27
		5599.29	5879.25	6173.21	6481.87	6805.97
		69.99	73.49	77.17	81.02	85.07

7M101 Assistant Counsel II	153M	163293.83	171458.52	180031.45	189033.02	198484.67
		13607.82	14288.21	15002.62	15752.75	16540.39
		6280.53	6594.56	6924.29	7270.50	7634.03
		78.51	82.43	86.55	90.88	95.43

3M121 Assistant Manager	147M	141059.35	148112.32	155517.93	163293.83	171458.52
		11754.95	12342.69	12959.83	13607.82	14288.21
		5425.36	5696.63	5981.46	6280.53	6594.56
		67.82	71.21	74.77	78.51	82.43

3M117 Audit & Special Projects Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M105	Business Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
2M111	Communications Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
1M101	Deputy Air Pollution Control Officer	160M	193701.20 16141.77 7450.05 93.13	203386.26 16948.86 7822.55 97.78	213555.58 17796.30 8213.68 102.67	224233.36 18686.11 8624.36 107.80	235445.02 19620.42 9055.58 113.1947
1M102	Deputy Executive Officer	169M	241259.36 20104.95 9279.21 115.99	253322.32 21110.19 9743.17 121.79	265988.44 22165.70 10230.32 127.88	279287.86 23273.99 10741.84 134.27	293252.25 24437.69 11278.93 140.99
2M110	Director/Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M101	Director of Administration	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M102	Director of Enforcement	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M103	Director of Engineering	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M108	Director of Strategic Incentives	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M104	Director of Information Services	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M105	Director of Planning and Research	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M107	Director of Technical Services	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99



ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M119	Engineering Project Processing Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M113	Executive Operations Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M107	Finance Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M106	Fleet and Facilities Manager	134M	102723.88 8560.32 3950.92 49.39	107860.08 8988.34 4148.46 51.86	113253.08 9437.76 4355.89 54.45	118915.74 9909.64 4573.68 57.17	124861.52 10405.13 4802.37 60.03
2M111	Health Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M118	Human Resources Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M108	Human Resources Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M109	Information Systems Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
2M109	Information Technology Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M110	Manager (Laboratory)	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M120	Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M115	Manager of Executive Operations	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M111 Meteorology and Data Analysis Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M112 Research and Modeling Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
6M101 Senior Assistant Counsel	157M	180031.45	189033.02	198484.67	208408.90	218829.35
		15002.62	15752.75	16540.39	17367.41	18235.78
		6924.29	7270.50	7634.03	8015.73	8416.51
		86.55	90.88	95.43	100.20	105.21
6M102 Senior Policy Advisor	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M116 Strategic Facilities Planning Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

<b>ID-JDE CONFIDENTIAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8C006 Administrative Assistant I (Confidential)	114	61226.75	64288.09	67502.49	70877.62	74421.50
		5102.23	5357.34	5625.21	5906.47	6201.79
		2354.88	2472.62	2596.25	2726.06	2862.37
		29.44	30.91	32.45	34.08	35.78
7C009 Administrative Assistant II (Confidential)	118	67502.49	70877.62	74421.50	78142.57	82049.70
		5625.21	5906.47	6201.79	6511.88	6837.48
		2596.25	2726.06	2862.37	3005.48	3155.76
		32.45	34.08	35.78	37.57	39.45
7C007 Administrative Secretary (Confidential)	118	67502.49	70877.62	74421.50	78142.57	82049.70
		5625.21	5906.47	6201.79	6511.88	6837.48
		2596.25	2726.06	2862.37	3005.48	3155.76
		32.45	34.08	35.78	37.57	39.45
5C101 Clerk of the Boards	132	94982.79	99731.93	104718.52	109954.45	115452.17
		7915.23	8310.99	8726.54	9162.87	9621.01
		3653.18	3835.84	4027.64	4229.02	4440.47
		45.66	47.95	50.35	52.86	55.51
8C005 Executive Assistant I	128	86152.19	90459.80	94982.79	99731.93	104718.52
		7179.35	7538.32	7915.23	8310.99	8726.54
		3313.55	3479.22	3653.18	3835.84	4027.64
		41.42	43.49	45.66	47.95	50.35
7C008 Executive Assistant II	132	94982.79	99731.93	104718.52	109954.45	115452.17
		7915.23	8310.99	8726.54	9162.87	9621.01
		3653.18	3835.84	4027.64	4229.02	4440.47
		45.66	47.95	50.35	52.86	55.51
8C004 Executive Secretary I	128	86152.19	90459.80	94982.79	99731.93	104718.52
		7179.35	7538.32	7915.23	8310.99	8726.54
		3313.55	3479.22	3653.18	3835.84	4027.64
		41.42	43.49	45.66	47.95	50.35
7C001 Executive Secretary II	132	94982.79	99731.93	104718.52	109954.45	115452.17
		7915.23	8310.99	8726.54	9162.87	9621.01
		3653.18	3835.84	4027.64	4229.02	4440.47
		45.66	47.95	50.35	52.86	55.51
8C101 Human Resources Analyst I	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
7C103 Human Resources Analyst II	134	99731.93	104718.52	109954.45	115452.17	121224.78
		8310.99	8726.54	9162.87	9621.01	10102.06
		3835.84	4027.64	4229.02	4440.47	4662.49
		47.95	50.35	52.86	55.51	58.28
8C001 Human Resources Technician I	122	74421.50	78142.57	82049.70	86152.19	90459.80
		6201.79	6511.88	6837.48	7179.35	7538.32
		2862.37	3005.48	3155.76	3313.55	3479.22
		35.78	37.57	39.45	41.42	43.49
7C002 Human Resources Technician II	126	82049.70	86152.19	90459.80	94982.79	99731.93
		6837.48	7179.35	7538.32	7915.23	8310.99
		3155.76	3313.55	3479.22	3653.18	3835.84
		39.45	41.42	43.49	45.66	47.95

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C003	Legal Office Services Specialist	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
8C002	Legal Secretary I	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7C004	Legal Secretary II	120	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42
8C003	Office Assistant I (HR)	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03
7C005	Office Assistant II (HR)	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
7C102	Paralegal	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
4C101	Principal Human Resources Analyst	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
6C002	Senior Executive Assistant	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6C001	Senior Executive Secretary	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6C102	Senior Human Resources Analyst	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
5C102	Supervising Human Resources Analyst	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
Effective July 4, 2021 per Memorandum of Understanding (Proposed)

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	126	82049.70	86152.19	90459.80	94982.79	99731.93
		6837.48	7179.35	7538.32	7915.23	8310.99
		3155.76	3313.55	3479.22	3653.18	3835.84
		39.45	41.42	43.49	45.66	47.95
7P014 Accountant II	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
7P002 Advanced Projects Advisor	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
8P001 Air Quality Chemist I	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
7P003 Air Quality Chemist II	134	99731.93	104718.52	109954.45	115452.17	121224.78
		8310.99	8726.54	9162.87	9621.01	10102.06
		3835.84	4027.64	4229.02	4440.47	4662.49
		47.95	50.35	52.86	55.51	58.28
8P002 Air Quality Engineer I	132	94982.79	99731.93	104718.52	109954.45	115452.17
		7915.23	8310.99	8726.54	9162.87	9621.01
		3653.18	3835.84	4027.64	4229.02	4440.47
		45.66	47.95	50.35	52.86	55.51
7P004 Air Quality Engineer II	136	104718.52	109954.45	115452.17	121224.78	127286.02
		8726.54	9162.87	9621.01	10102.06	10607.17
		4027.64	4229.02	4440.47	4662.49	4895.62
		50.35	52.86	55.51	58.28	61.20
8P003 Air Quality Meteorologist I	131	92693.71	97328.39	102194.81	107304.55	112669.78
		7724.48	8110.70	8516.23	8942.05	9389.15
		3565.14	3743.40	3930.57	4127.10	4333.45
		44.56	46.79	49.13	51.59	54.17
7P005 Air Quality Meteorologist II	135	102194.81	107304.55	112669.78	118303.27	124218.43
		8516.23	8942.05	9389.15	9858.61	10351.54
		3930.57	4127.10	4333.45	4550.13	4777.63
		49.13	51.59	54.17	56.88	59.72
7P006 Atmospheric Modeler	140	115452.17	121224.78	127286.02	133650.32	140332.83
		9621.01	10102.06	10607.17	11137.53	11694.40
		4440.47	4662.49	4895.62	5140.40	5397.42
		55.51	58.28	61.20	64.25	67.47
8P004 Environmental Planner I	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007 Environmental Planner II	134	99731.93	104718.52	109954.45	115452.17	121224.78
		8310.99	8726.54	9162.87	9621.01	10102.06
		3835.84	4027.64	4229.02	4440.47	4662.49
		47.95	50.35	52.86	55.51	58.28
7P008 Legislative Analyst	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
7P009 Librarian	128	86152.19	90459.80	94982.79	99731.93	104718.52
		7179.35	7538.32	7915.23	8310.99	8726.54
		3313.55	3479.22	3653.18	3835.84	4027.64
		41.42	43.49	45.66	47.95	50.35
4P001 Principal Accountant	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
4P002 Principal Air and Meteorological Monitoring Specialist	143	124218.43	130429.36	136950.82	143798.37	150988.28
		10351.54	10869.11	11412.57	11983.20	12582.36
		4777.63	5016.51	5267.34	5530.71	5807.24
		59.72	62.71	65.84	69.13	72.59
4P005 Principal Air Quality Chemist	142	121224.78	127286.02	133650.32	140332.83	147349.48
		10102.06	10607.17	11137.53	11694.40	12279.12
		4662.49	4895.62	5140.40	5397.42	5667.29
		58.28	61.20	64.25	67.47	70.84
4P003 Principal Air Quality Engineer	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
4P006 Principal Air Quality Meteorologist	143	124218.43	130429.36	136950.82	143798.37	150988.28
		10351.54	10869.11	11412.57	11983.20	12582.36
		4777.63	5016.51	5267.34	5530.71	5807.24
		59.72	62.71	65.84	69.13	72.59
4P004 Principal Environmental Planner	142	121224.78	127286.02	133650.32	140332.83	147349.48
		10102.06	10607.17	11137.53	11694.40	12279.12
		4662.49	4895.62	5140.40	5397.42	5667.29
		58.28	61.20	64.25	67.47	70.84
7P010 Research Analyst	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
6P001 Senior Advanced Projects Advisor	148	140332.83	147349.48	154716.95	162452.80	170575.44
		11694.40	12279.12	12893.08	13537.73	14214.62
		5397.42	5667.29	5950.65	6248.18	6560.59
		67.47	70.84	74.38	78.10	82.01

<b>ID-JDE PROFESSIONAL(continued)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
6P002 Senior Air Quality Chemist	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
6P003 Senior Air Quality Engineer	140	115452.17	121224.78	127286.02	133650.32	140332.83
		9621.01	10102.06	10607.17	11137.53	11694.40
		4440.47	4662.49	4895.62	5140.40	5397.42
		55.51	58.28	61.20	64.25	67.47
6P004 Senior Air Quality Meteorologist	139	112669.78	118303.27	124218.43	130429.36	136950.82
		9389.15	9858.61	10351.54	10869.11	11412.57
		4333.45	4550.13	4777.63	5016.51	5267.34
		54.17	56.88	59.72	62.71	65.84
6P005 Senior Atmospheric Modeler	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
6P006 Senior Environmental Planner	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
7P011 Statistician	137	107304.55	112669.78	118303.27	124218.43	130429.36
		8942.05	9389.15	9858.61	10351.54	10869.11
		4127.10	4333.45	4550.13	4777.63	5016.51
		51.59	54.17	56.88	59.72	62.71
5P001 Supervising Air Quality Engineer	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
5P002 Supervising Air Quality Meteorologist	143	124218.43	130429.36	136950.82	143798.37	150988.28
		10351.54	10869.11	11412.57	11983.20	12582.36
		4777.63	5016.51	5267.34	5530.71	5807.24
		59.72	62.71	65.84	69.13	72.59
5P003 Supervising Environmental Planner	142	121224.78	127286.02	133650.32	140332.83	147349.48
		10102.06	10607.17	11137.53	11694.40	12279.12
		4662.49	4895.62	5140.40	5397.42	5667.29
		58.28	61.20	64.25	67.47	70.84
7P012 Toxicologist	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
<b>ID-JDE TECHNICAL/GENERAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8T001 Accounting Assistant I	112	58311.19	61226.75	64288.09	67502.49	70877.62
		4859.27	5102.23	5357.34	5625.21	5906.47
		2242.74	2354.88	2472.62	2596.25	2726.06
		28.03	29.44	30.91	32.45	34.08

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T001	Accounting Assistant II	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7T002	Administrative Analyst	131	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17
8T015	Administrative Assistant I	114	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78
7T034	Administrative Assistant II	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
7T003	Administrative Secretary	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
8T002	Air Quality Case Settlement Specialist I	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
7T004	Air Quality Case Settlement Specialist II	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
8T003	Air Quality Inspector I	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
7T005	Air Quality Inspector II	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
8T004	Air Quality Instrument Specialist I	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
7T006	Air Quality Instrument Specialist II	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
8T005	Air Quality Laboratory Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49



ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T007	Air Quality Laboratory Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T006	Air Quality Permit Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T008	Air Quality Permit Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T007	Air Quality Specialist I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T009	Air Quality Specialist II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
7T010	Air Quality Technical Assistant	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
8T008	Air Quality Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T011	Air Quality Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T014	Assistant Staff Specialist I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T033	Assistant Staff Specialist II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
7T012	Building Maintenance Mechanic	114	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78
7T013	Data Entry Operator	111	56905.90 4742.16 2188.69 27.36	59751.19 4979.27 2298.12 28.73	62738.75 5228.23 2413.03 30.16	65875.69 5489.64 2533.68 31.67	69169.47 5764.12 2660.36 33.25

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T010	Data Support Supervisor	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
7T014	Database Specialist	135	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72
7T015	Deputy Clerk of the Boards	123	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56
7T028	Facilities Maintenance Worker	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
5T008	Facilities Services Supervisor	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T031	Fiscal Services Coordinator	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
8T009	Mechanic I	121	72627.95 6052.33 2793.38 34.92	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44
7T016	Mechanic II	125	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79
8T010	Office Assistant I	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03
7T017	Office Assistant II	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
5T001	Office Services Supervisor	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7T029	Organizational Development and Training Specialist	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T018	Permit Coordinator	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6T009	Principal Air Quality Instrument Specialist	136	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20
4T001	Principal Air Quality Specialist	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
8T011	Programmer Analyst I	127	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13
7T019	Programmer Analyst II	131	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17
8T012	Public Information Officer I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T020	Public Information Officer II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
7T027	Purchasing Agent	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T021	Radio/Telephone Operator	113	59751.19 4979.27 2298.12 28.73	62738.75 5228.23 2413.03 30.16	65875.69 5489.64 2533.68 31.67	69169.47 5764.12 2660.36 33.25	72627.95 6052.33 2793.38 34.92
5T002	Radio/Telephone Operator Supervisor	119	69169.47 5764.12 2660.36 33.25	72627.95 6052.33 2793.38 34.92	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42
7T022	Receptionist	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T023	Secretary	112	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08
6T001	Senior Accounting Assistant	120	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42
6T002	Senior Air Quality Inspector	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
6T003	Senior Air Quality Instrument Specialist	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
6T007	Senior Air Quality Permit Technician	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
6T004	Senior Air Quality Specialist	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
6T006	Senior Air Quality Technician	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
6T005	Senior Public Information Officer	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
6T008	Senior Staff Specialist	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
8T013	Staff Specialist I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T032	Staff Specialist II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T003	Supervising Air Quality Inspector	136	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20
5T004	Supervising Air Quality Instrument Specialist	136	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20
5T005	Supervising Air Quality Specialist	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
5T006	Supervising Public Information Officer	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
5T009	Supervising Staff Specialist	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
5T007	Supervising Systems Analyst	139	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72	130429.36 10869.11 5016.51 62.71	136950.82 11412.57 5267.34 65.84
7T024	Systems Analyst	135	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72
7T025	Systems Quality Assurance Specialist	135	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72
7T026	Web Master	135	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72

# AGENDA 16A.D - ATTACHMENT

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES Annually/Monthly/Bi-weekly/Hourly effective January 2, 2022

### ID-JDE MANAGEMENT

### Per Employment Agreement

1B101 Executive Officer/Air Pollution Control Officer	308114.82 25676.24 11850.57 148.13
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1B102 Counsel	321433.14 26786.10 12362.81 154.54
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### ID-JDE MANAGEMENT

	Range	Step A	Step B	Step C	Step D	Step E
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3M101 Air Monitoring Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
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3M102 Air Quality Engineering Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
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3M103 Air Quality Planning Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
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3M104 Air Quality Program Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
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8M101 Assistant Counsel I	149M	146673.33 12222.78 5641.28 70.52	154006.99 12833.92 5923.35 74.04	161707.34 13475.61 6219.51 77.74	169792.71 14149.39 6530.49 81.63	178282.34 14856.86 6857.01 85.71
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7M101 Assistant Counsel II	153M	164518.53 13709.88 6327.64 79.10	172744.46 14395.37 6644.02 83.05	181381.68 15115.14 6976.22 87.20	190450.77 15870.90 7325.03 91.56	199973.30 16664.44 7691.28 96.14
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3M121 Assistant Manager	147M	142117.29 11843.11 5466.05 68.33	149223.16 12435.26 5739.35 71.74	156684.32 13057.03 6026.32 75.33	164518.53 13709.88 6327.64 79.10	172744.46 14395.37 6644.02 83.05
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3M117 Audit & Special Projects Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
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ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M105	Business Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
2M111	Communications Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
1M101	Deputy Air Pollution Control Officer	160M	195153.96 16262.83 7505.92 93.82	204911.66 17075.97 7881.22 98.52	215157.24 17929.77 8275.28 103.44	225915.11 18826.26 8689.04 108.61	237210.86 19767.57 9123.49 114.0437
1M102	Deputy Executive Officer	169M	243068.80 20255.73 9348.80 116.86	255222.24 21268.52 9816.24 122.70	267983.35 22331.95 10307.05 128.84	281382.52 23448.54 10822.40 135.28	295451.65 24620.97 11363.52 142.04
2M110	Director/Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M101	Director of Administration	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M102	Director of Enforcement	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M103	Director of Engineering	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M108	Director of Strategic Incentives	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M104	Director of Information Services	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M105	Director of Planning and Research	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M107	Director of Technical Services	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M119	Engineering Project Processing Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M113	Executive Operations Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M107	Finance Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M106	Fleet and Facilities Manager	134M	103494.31 8624.53 3980.55 49.76	108669.03 9055.75 4179.58 52.24	114102.48 9508.54 4388.56 54.86	119807.60 9983.97 4607.98 57.60	125797.98 10483.17 4838.38 60.48
2M111	Health Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M118	Human Resources Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M108	Human Resources Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M109	Information Systems Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
2M109	Information Technology Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M110	Manager (Laboratory)	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M120	Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M115	Manager of Executive Operations	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10



<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M111 Meteorology and Data Analysis Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
3M112 Research and Modeling Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
6M101 Senior Assistant Counsel	157M	181381.68	190450.77	199973.30	209971.97	220470.57
		15115.14	15870.90	16664.44	17497.66	18372.55
		6976.22	7325.03	7691.28	8075.84	8479.64
		87.20	91.56	96.14	100.95	106.00
6M102 Senior Policy Advisor	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
3M116 Strategic Facilities Planning Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

ID-JDE	CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006	Administrative Assistant I (Confidential)	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7C009	Administrative Assistant II (Confidential)	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
7C007	Administrative Secretary (Confidential)	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
5C101	Clerk of the Boards	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C005	Executive Assistant I	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
7C008	Executive Assistant II	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C004	Executive Secretary I	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
7C001	Executive Secretary II	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C101	Human Resources Analyst I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7C103	Human Resources Analyst II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
8C001	Human Resources Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7C002	Human Resources Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C003	Legal Office Services Specialist	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
8C002	Legal Secretary I	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7C004	Legal Secretary II	120	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73
8C003	Office Assistant I (HR)	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24
7C005	Office Assistant II (HR)	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
7C102	Paralegal	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
4C101	Principal Human Resources Analyst	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
6C002	Senior Executive Assistant	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6C001	Senior Executive Secretary	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6C102	Senior Human Resources Analyst	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
5C102	Supervising Human Resources Analyst	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
Effective January 2, 2022 per Memorandum of Understanding (Proposed)

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	126	82665.07	86798.33	91138.25	95695.16	100479.92
		6888.76	7233.19	7594.85	7974.60	8373.33
		3179.43	3338.40	3505.32	3680.58	3864.61
		39.74	41.73	43.82	46.01	48.31
7P014 Accountant II	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26
7P002 Advanced Projects Advisor	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
8P001 Air Quality Chemist I	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26
7P003 Air Quality Chemist II	134	100479.92	105503.91	110779.11	116318.06	122133.97
		8373.33	8791.99	9231.59	9693.17	10177.83
		3864.61	4057.84	4260.73	4473.77	4697.46
		48.31	50.72	53.26	55.92	58.72
8P002 Air Quality Engineer I	132	95695.16	100479.92	105503.91	110779.11	116318.06
		7974.60	8373.33	8791.99	9231.59	9693.17
		3680.58	3864.61	4057.84	4260.73	4473.77
		46.01	48.31	50.72	53.26	55.92
7P004 Air Quality Engineer II	136	105503.91	110779.11	116318.06	122133.97	128240.66
		8791.99	9231.59	9693.17	10177.83	10686.72
		4057.84	4260.73	4473.77	4697.46	4932.33
		50.72	53.26	55.92	58.72	61.65
8P003 Air Quality Meteorologist I	131	93388.91	98058.36	102961.27	108109.34	113514.81
		7782.41	8171.53	8580.11	9009.11	9459.57
		3591.88	3771.48	3960.05	4158.05	4365.95
		44.90	47.14	49.50	51.98	54.57
7P005 Air Quality Meteorologist II	135	102961.27	108109.34	113514.81	119190.55	125150.07
		8580.11	9009.11	9459.57	9932.55	10429.17
		3960.05	4158.05	4365.95	4584.25	4813.46
		49.50	51.98	54.57	57.30	60.17
7P006 Atmospheric Modeler	140	116318.06	122133.97	128240.66	134652.70	141385.33
		9693.17	10177.83	10686.72	11221.06	11782.11
		4473.77	4697.46	4932.33	5178.95	5437.90
		55.92	58.72	61.65	64.74	67.97
8P004 Environmental Planner I	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007	Environmental Planner II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
7P008	Legislative Analyst	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
7P009	Librarian	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
4P001	Principal Accountant	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
4P002	Principal Air and Meteorological Monitoring Specialist	143	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34	144876.85 12073.07 5572.19 69.65	152120.70 12676.72 5850.80 73.13
4P005	Principal Air Quality Chemist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
4P003	Principal Air Quality Engineer	144	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37	155877.33 12989.78 5995.28 74.94
4P006	Principal Air Quality Meteorologist	143	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34	144876.85 12073.07 5572.19 69.65	152120.70 12676.72 5850.80 73.13
4P004	Principal Environmental Planner	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
7P010	Research Analyst	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
6P001	Senior Advanced Projects Advisor	148	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37	155877.33 12989.78 5995.28 74.94	163671.19 13639.27 6295.05 78.69	171854.75 14321.23 6609.80 82.62

<b>ID-JDE PROFESSIONAL(continued)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
6P002 Senior Air Quality Chemist	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
6P003 Senior Air Quality Engineer	140	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97
6P004 Senior Air Quality Meteorologist	139	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34
6P005 Senior Atmospheric Modeler	144	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37	155877.33 12989.78 5995.28 74.94
6P006 Senior Environmental Planner	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
7P011 Statistician	137	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18
5P001 Supervising Air Quality Engineer	144	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37	155877.33 12989.78 5995.28 74.94
5P002 Supervising Air Quality Meteorologist	143	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34	144876.85 12073.07 5572.19 69.65	152120.70 12676.72 5850.80 73.13
5P003 Supervising Environmental Planner	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
7P012 Toxicologist	144	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37	155877.33 12989.78 5995.28 74.94
<b>ID-JDE TECHNICAL/GENERAL</b>						
8T001 Accounting Assistant I	112	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T001	Accounting Assistant II	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7T002	Administrative Analyst	131	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57
8T015	Administrative Assistant I	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7T034	Administrative Assistant II	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
7T003	Administrative Secretary	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
8T002	Air Quality Case Settlement Specialist I	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
7T004	Air Quality Case Settlement Specialist II	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
8T003	Air Quality Inspector I	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
7T005	Air Quality Inspector II	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
8T004	Air Quality Instrument Specialist I	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
7T006	Air Quality Instrument Specialist II	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
8T005	Air Quality Laboratory Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T007	Air Quality Laboratory Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T006	Air Quality Permit Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T008	Air Quality Permit Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T007	Air Quality Specialist I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T009	Air Quality Specialist II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
7T010	Air Quality Technical Assistant	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
8T008	Air Quality Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T011	Air Quality Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T014	Assistant Staff Specialist I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T033	Assistant Staff Specialist II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
7T012	Building Maintenance Mechanic	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7T013	Data Entry Operator	111	57332.69 4777.72 2205.10 27.56	60199.32 5016.61 2315.36 28.94	63209.29 5267.44 2431.13 30.39	66369.76 5530.81 2552.68 31.91	69688.24 5807.35 2680.32 33.50



ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T010	Data Support Supervisor	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
7T014	Database Specialist	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T015	Deputy Clerk of the Boards	123	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90
7T028	Facilities Maintenance Worker	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
5T008	Facilities Services Supervisor	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T031	Fiscal Services Coordinator	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
8T009	Mechanic I	121	73172.66 6097.72 2814.33 35.18	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76
7T016	Mechanic II	125	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14
8T010	Office Assistant I	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24
7T017	Office Assistant II	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
5T001	Office Services Supervisor	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7T029	Organizational Development and Training Specialist	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T018	Permit Coordinator	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6T009	Principal Air Quality Instrument Specialist	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
4T001	Principal Air Quality Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
8T011	Programmer Analyst I	127	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50
7T019	Programmer Analyst II	131	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57
8T012	Public Information Officer I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T020	Public Information Officer II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
7T027	Purchasing Agent	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T021	Radio/Telephone Operator	113	60199.32 5016.61 2315.36 28.94	63209.29 5267.44 2431.13 30.39	66369.76 5530.81 2552.68 31.91	69688.24 5807.35 2680.32 33.50	73172.66 6097.72 2814.33 35.18
5T002	Radio/Telephone Operator Supervisor	119	69688.24 5807.35 2680.32 33.50	73172.66 6097.72 2814.33 35.18	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72
7T022	Receptionist	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T023	Secretary	112	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33
6T001	Senior Accounting Assistant	120	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73
6T002	Senior Air Quality Inspector	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
6T003	Senior Air Quality Instrument Specialist	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
6T007	Senior Air Quality Permit Technician	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
6T004	Senior Air Quality Specialist	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
6T006	Senior Air Quality Technician	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
6T005	Senior Public Information Officer	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
6T008	Senior Staff Specialist	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
8T013	Staff Specialist I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T032	Staff Specialist II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T003	Supervising Air Quality Inspector	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
5T004	Supervising Air Quality Instrument Specialist	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
5T005	Supervising Air Quality Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T006	Supervising Public Information Officer	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T009	Supervising Staff Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T007	Supervising Systems Analyst	139	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34
7T024	Systems Analyst	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T025	Systems Quality Assurance Specialist	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T026	Web Master	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 7, 2021

Re: Consider Pay Equity Adjustments for Select Job Classifications

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**RECOMMENDED ACTION**

The Board of Directors will consider pay equity adjustments that increase salary ranges for Air Quality Chemist, Accountant, and Public Information Officer job classification series as shown in Table 1 below.

**BACKGROUND**

In 2019 the Bay Area Air Quality Management District (Air District) Human Resources Office contracted with an external vendor and worked collaboratively to conduct an internal Pay Equity Study (PES2019) that included the following classifications:

- Air Quality Chemist I
- Air Quality Chemist II
- Senior Air Quality Chemist
- Principal Air Quality Chemist
- Accounting Assistant I
- Accounting Assistant II
- Senior Accounting Assistant
- Accountant I
- Accountant II
- Principal Accountant
- Fiscal Services Coordinator
- Public Information Officer I
- Public Information Officer II
- Senior Public Information Officer
- Supervising Public Information Officer

PES 2019 reviewed the minimum qualifications, the typical duties, and levels of responsibility in each classification to determine if the compensation was consistent with similar classifications within the Air District.

DISCUSSION

The PES2019 resulted in a recommendation to adjust the salary ranges for the studied classifications to the proposed salary ranges listed below.

**Table 1 – Salary Adjustments**

<b>Number of Employees</b>	<b>Current Classification</b>	<b>Current Salary Range</b>	<b>Proposed Salary Range</b>
0	Air Quality Chemist I	127	130
2	Air Quality Chemist II	131	134
2	Senior Air Quality Chemist	135	138
2	Principal Air Quality Chemist	139	142
3	Accounting Assistant I	106	112
0	Accounting Assistant II	110	116
0	Senior Accounting Assistant	114	120
0	Accountant I	123	126
2	Accountant II	127	130
0	Principal Accountant	135	138
1	Fiscal Services Coordinator	139	142
1	Public Information Officer I	127	130
5	Public Information Officer II	131	134
1	Senior Public Information Officer	135	138
0	Supervising Public Information Officer	139	142

Under this proposal, the classifications would receive pay equity adjustments effective the first full pay period after July 1, 2021. At that time, individual employee salaries would be set to a new salary step within the classification that is the same, but not less than the employee’s current pay rate.

This proposal has been negotiated and accepted by the Air District’s Employee Association as a part of the proposed Fiscal Year Ending (FYE) 2022/2023 labor contract.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost for FYE 22 is approximately \$20,000 and is currently included in the proposed FYE 22 budget. Future cost depends on the turn-over of the employees in the affected classifications, but the cost would not exceed \$150,000 annually.

Respectfully Submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Terri Levels  
Reviewed by: John Chiladakis

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 7, 2021

Re: Consider Consolidating the Air Quality Inspector and Air Quality Instrument Specialist  
Job Classification Series into the Air Quality Specialist Job Classification Series

RECOMMENDED ACTION

The Board of Directors will consider consolidating the Air Quality Inspector and Air Quality Instrument Specialist Job Classification Series into the Air Quality Specialist Job Classification Series.

BACKGROUND

In 2019 the Bay Area Air Quality Management District (Air District) Human Resources Office contracted with an external vendor and worked collaboratively to conduct an internal Pay Equity Study (PES2019) that included the following classifications:

- Air Quality Inspector I/II
- Air Quality Instrument Specialist I/II
- Air Quality Specialist I/II

The study resulted in an analysis of efficiency gains that would be achieved by consolidating the three job classifications into a single classification.

DISCUSSION

Recommendations resulting from PES2019 were to create a new classification for Assistant Air Quality Specialist I/II and reclassify all the existing Air Quality Inspector I/II (current salary range is 124/128) and Air Quality Instrument Specialist I/II (current salary range is 124/128) to Assistant Air Quality Specialist I/II (proposed salary range is 122/126) and Air Quality Specialist I/II (current salary range is 130/134).

Combining and updating the job descriptions to the Air Quality Specialist classification series will better describe the qualifications and better reflect the duties that are being performed. Additionally, substantial efficiency and staff opportunity gains are anticipated due to the enhanced ability to cross train in the single classification and the enhanced flexibility for staff in the same classification to move across business units as workload and business requirements change.



Under this proposal, the re-classifications would take place upon approval of the updated job specifications and individual employee salaries would be set to a new salary step within the Air Quality Specialist classification series that is the same, but not less than the employee's current pay rate.

This proposal has been negotiated and accepted by the District's Employee Association as a part of the proposed Fiscal Year Ending (FYE) 2022/2023 labor contract.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost for FYE 22 is approximately \$50,000 and is currently included in the proposed FYE 22 budget. Future cost depends on the turn-over of the employees in the affected classifications, but the cost is estimated to not exceed \$500,000 annually.

Respectfully Submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Terri Levels  
Reviewed by: John Chiladakis

Attachment 16C.A: Air Quality Inspector I/II  
Attachment 16C.B: Air Quality Instrument Specialist I/II  
Attachment 16C.C: Air Quality Specialist I/II

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

JANUARY 1992

## AIR QUALITY INSPECTOR I/II

### DEFINITION

Under direction, performs a full range of inspections and investigations of manufacturing, industrial, commercial, agricultural and residential facilities and dwellings that are existing and/or potential sources of air pollution; performs related work as assigned.

### DISTINGUISHING CHARACTERISTICS

**Air Quality Inspector I** is the entry level class of this field inspector series. Initially under close supervision, incumbents learn the principles and practices necessary in enforcing and monitoring air pollution control regulations within the District's geographical area. Incumbents conduct inspections, investigate complaints by citizens of air pollution problems to determine source of emissions, and assist in education the public about air quality control. This class is alternately staffed with Air Quality Inspector II, and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the qualification for the higher level class.

**Air Quality Inspector II** is the journey level class in this series, fully competent to perform the full range of inspections assignments requiring considerable professional judgment and knowledge of a variety of industries. It is distinguished from Senior Air Quality Inspector in that the latter is the senior level and performs the most complex inspection duties.

### EXAMPLES OF DUTIES (Illustrative Only)

Conducts annual compliance inspections on facilities designated as sources of air pollution within an assigned geographical area within established guidelines and time frames; makes determinations of compliance with applicable regulations; verifies permit status.

Conducts on-site inspections of manufacturing, industrial, commercial and agricultural operations and their compliance to ensure adherence to air quality standards and regulations; may call for source tests of site emissions.

Uses monitoring equipment and instrumentation to measure and evaluate various emissions and particulates; maintains these devices for integrity and consistency of performance.

Responds and investigates complaints by citizens of air pollution problems; determines nature and extent of problem; takes representative samples of various materials for laboratory analysis; prepares documentation of findings; consults with citizens on status of complaint.

Conducts grid surveillance to detect permit and emissions violations; ensures that all potential air pollution sources are identified for future monitoring and abatement.

Conducts chemical and plume evaluation tests and record findings; takes photographs for documentation at inspection sites.

Issues violation notices to sources found in violation of compliance; prepares necessary documentation for violation notice reports.

## AGENDA 16C.A - ATTACHMENT

### **Air Quality Inspector I/II January 1992 Page 2 of 3**

Interfaces with technical personnel at facilities regarding plant source emissions, solvent usage, permit status, and compliance status with district rules and regulations; explains compliance options to industry when a violation occurs.

Provides information and assistance to businesses and the public regarding District regulations and authority, permit policies and procedures.

Coordinates with other governmental agencies regarding the investigation of complex community air pollution exposures, such as highly toxic spills.

Prepares a variety of written communications, including detailed technical reports, compliance guidance memoranda and case summaries used for office conferences and hearing board sessions; completes inspections forms.

Interacts with laboratory staff regarding the analysis of samples taken in the field.

Represents the District before the Hearing Board or courts regarding violations of District and state air quality control regulations; represents the District with technical personnel, other governmental agencies and the public.

### **QUALIFICATIONS**

#### **Knowledge of:**

Theories, principles and practices of air quality inspection and enforcement.

Principles, practices and techniques of operation, maintaining and calibrating chemical testing equipment and instrumentation.

Applicable District rules and regulations and state and federal laws.

Impact of industrial and commercial concerns on air quality.

Common biological, chemical and physical processes that cause air pollution and their long and short term impacts and effects.

Techniques of modifying production processes and equipment that can reduce emissions into the air.

Record-keeping and reporting principles and practices.

#### **Skill in:**

Planning and conducting a variety of air quality inspection programs.

Analyzing technical air pollution problems, evaluating alternative solutions and developing effective recommendations.

Planning and conducting air pollution field inspections, including the proper calibration and use of monitoring equipment.

## AGENDA 16C.A - ATTACHMENT

**Air Quality Inspector I/II**  
**January 1992**  
**Page 3 of 3**

Preparing clear and concise reports, correspondence and other written materials.

Exercising sound independent judgment and initiative within general policy guidelines.

Detecting and locating air pollution sources.

Delivering credible testimony before hearing boards and court settings.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

### **Other Requirements:**

Must possess a valid California driver's license.

Most positions require the physical ability to work near and in the presence of hazardous and toxic materials, climb high structures to evaluate processes in operation, lift heavy safety and test equipment, and to use self-contained breathing apparatus.

### **Education and Experience**

A typical way to obtain the knowledge and skills is:

**Air Quality Inspector I:** Equivalent to graduation from a four year college or university with major coursework in chemistry, engineering, environmental science or a closely related field.

**Air Quality Inspector II:** In addition to the above, two years of experience performing air quality inspections at a level equivalent to the District's class of Air Quality Inspector I.

Revised November 2001

## AIR QUALITY INSTRUMENT SPECIALIST I/II

### DEFINITION

Under general supervision, installs, operates, maintains, calibrates and repairs a variety of electronic, optical, pneumatic, analytical, and meteorological instruments, electrical and mechanical control and support equipment used in air monitoring, source test engineering, or meteorological data collection work; performs related work as assigned.

### DISTINGUISHING CHARACTERISTICS

**Air Quality Instrument Specialist I** is the entry level in this technical classification. It is designed to allow an experienced technician to learn the equipment and procedures used in air quality monitoring, quality assessment, source test engineering and meteorological data collection work. This class is alternately staffed with Air Quality Instrument Specialist II, and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the qualifications of the higher level class.

**Air Quality Instrument Specialist II** is the journey level in this technical series, fully proficient to perform a wide range of office and field duties in air quality work. Responsibilities of this class include specialized duties requiring theoretical and practical technical knowledge and skills.

### EXAMPLES OF DUTIES (Illustrative Only)

Installs, operates, maintains, calibrates, and repairs air-monitoring, meteorological and source-testing equipment, and instruments used in air monitoring, quality assessment, source test engineering or meteorological field work.

Operates field computers, computer hardware/software, telecommunications and data acquisition systems.

Evaluates instrument performance, troubleshoots malfunctioning equipment and replaces or repairs parts, components and assemblies.

Prepares and collects various samples of ambient air pollutants at air monitoring sites; conducts mobile episodic monitoring; assembles new towers at meteorological collection sites; prepares source testing equipment, chemical reagents and filters for source testing; participates in source tests at industrial facilities; performs post-test sample processing; prepares drafts of field reports.

Conducts quality assessment functions on air monitoring ground level monitoring and source-testing equipment and ensures accurate calibration in conformance with District, state and federal standards.

Conducts, assists and monitors community air monitoring projects, inter-agency audits and other special projects as directed.

Reviews, summarizes and records data collected electronically or manually, and ensures accuracy, completeness, validity and compliance with regulatory guidelines.

Fabricates, assembles, maintains and modifies equipment and infrastructure for specialized projects and studies.

Conducts instrument performance evaluations.

Observes and evaluates source tests conducted by independent testing firms and audits by other regulatory agencies; audits private industry ground level instrumentation.

Recommends new or alternate equipment and procedures.

Maintains detailed technical records, SOPs and logbooks, and prepares periodic and special reports.

Air Quality Instrument Specialist I/II  
July 1992  
Page 2 of 3

## **QUALIFICATIONS**

**NOTE:** The level and scope of the knowledges, skills and abilities listed below are related to job duties as defined under Distinguishing Characteristics.

### **Knowledge of:**

#### **Both Levels:**

Basic principles of physics, chemistry and electronics.

Basic mathematics and statistical analysis.

Methods, practices, and tools used in installing, operating, maintaining, repairing, testing and adjusting electro-mechanical, pressure, electronic and other types of scientific/analytical recording and measuring devices;

Basic computer principles, and standard personal computer software.

#### **For Level II position:**

Electronically controlled devices, common office application software, and electrical and electronic instrumentation;

Principles, practices and equipment used in ambient air sampling, ambient air monitoring, quality control, quality assessment, source test sampling and meteorological monitoring.

Principles and practices of meteorological tower instrumentation and sound frequency radar, and analytical instrumentation used for monitoring and measuring air contaminants as it relates to electronic testing and data transmission.

Applicable District rules and regulations, state and federal laws, including safety regulations.

### **Ability to:**

Assemble, install, operate and maintain scientific measuring devices; troubleshoot and resolve instrumentation problems.

Operate a variety of telecommunications, computer, data acquisition and device networking hardware and applications software.

Evaluate, edit and correct gaseous, particulate and meteorological data; interpret and apply regulations and policies related to air monitoring, quality assessment, source testing and meteorology;

Read plans, blueprints and schematics and create rough drawings and sketches; read and interpret charts, gauges and other instrumentation.

Evaluate, propose and implement solutions to correct technical problems.

Maintain detailed written records.

Work with others as a member of a technical team, as well as independently with minimal supervision.

Observe safe work methods and practices.

Operate a motor vehicle safely.

Air Quality Instrument Specialist I/II

July 1992

Page 3 of 3

**Skill in:**

Installing, operating, calibrating, repairing and maintaining a variety of scientific measuring devices, electrical systems and electronic instrumentation; electro-mechanical, pressure, electronic and other types of recording, sensing and measuring devices; mechanical and electronic test equipment, analytical and meteorological instrumentation and related equipment.

Climbing and working on roof tops, instrumented towers and industrial emission stacks.

**Other Requirements:**

Must possess a valid California driver's license.

Some positions require the physical strength and agility to climb ladders or towers and smokestacks while carrying equipment and tools under adverse meteorological and air-quality conditions, work at heights of up to 150 feet, and move cylinders of compressed gas weighing up to 120 pounds with assistance.

**Education and Experience:**

A typical way to obtain the knowledge, skills and abilities required for this position is:

**Air Quality Instrument Specialist I:** Equivalent to an Associate degree from an accredited college with major coursework in electronics, chemistry, engineering, physics, meteorology or a closely related field; and one year of experience in installing, operating and maintaining a variety of mechanical and electronic scientific measuring instruments; **OR** any combination of training and experience that provides the desired knowledge and abilities.

**Air Quality Instrument Specialist II:** In addition to the above, two years of experience in installing, operating and maintaining a variety of specialized air monitoring and quality assessment instruments, source test engineering equipment or meteorological equipment.

Revised July 2008

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

DECEMBER 2002

## AIR QUALITY SPECIALIST I/II

### DEFINITION

Under direction, performs a broad variety of technical and administrative duties in support of enforcement operations and programs within the District; performs related work as assigned.

### DISTINGUISHING CHARACTERISTICS

**Air Quality Specialist I** is the entry level in this enforcement series. Initially under close supervision, incumbents learn District, state and federal procedures and policies while performing the more routine enforcement program duties. As experience is gained, assignments become more diversified and are performed with less supervision. This class is alternately staffed with Air Quality Specialist II and incumbents may advance to the higher level classification after gaining experience and demonstrating proficiency which meet the qualifications of the higher level class.

**Air Quality Specialist II** is the journey level class of this series, fully proficient to perform difficult and technical enforcement program work in such areas as rule development, program development, and training. Incumbents are expected to exercise independent judgment in administering and monitoring specific programs and in developing effective recommendations.

### EXAMPLES OF DUTIES (Illustrative Only)

Drafts new and revised rules, regulations, policies and procedures for various enforcement programs; researches technical feasibility and new control proposals for new or revised rules.

Confers with industry representatives, District staff, the public and other agencies to obtain and disseminate technical and operational information regarding enforcement programs.

Develops new and revises existing programs to achieve and maintain enforcement compliance.

Administers enforcement programs including reviewing industry or contractor's plans and recommending resolution of problem situations.

Responds to oral and written requests for technical, operational and administrative information about enforcement programs; explains and interprets technical policies, rules and regulations regarding enforcement programs.

Reviews and analyzes violation notice reports and other documents; conducts inquiries, compiles and researches files and other pertinent information.

Prepares and coordinates technical training for enforcement staff; develops and coordinates training aids and materials; conducts some aspects of new inspector training; monitors enforcement training needs for the enforcement staff.

May calculate emissions reductions and assess emissions inventories and perform other technical work.

Monitors and conducts safety programs and training for the enforcement staff.

Reviews and summarizes data, prepares special and periodic reports and monitors enforcement program effectiveness.



Provides liaison and represents the District with industry, attorneys, the public and other agencies.

**QUALIFICATIONS**

NOTE: The level and scope of the knowledge and skills listed below are related to job duties as defined under Distinguishing Characteristics.

**Knowledge of:**

Theories, principles and practices of air quality inspection and enforcement, including environmental research and analysis.

Applicable District, state and federal laws, rules and regulations.

Basic legal principles as they relate to environmental enforcement.

Basic principles of engineering, chemistry and biology as they relate to air quality enforcement programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical and physical processes that cause air pollution and their long and short term impacts and effects.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

**Skill in:**

Developing and administering effective enforcement programs.

Analyzing technical air pollution problems, evaluating alternative solutions and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies and procedures.

Reading and understanding engineering diagrams and processes.

Preparing clear and concise technical reports, correspondence and other written materials.

Exercising sound independent judgment within established guidelines.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

**Other Requirements:**

Specified positions must possess a valid California driver's license.

**Education and Experience:**

A typical way to obtain the knowledge and skills is:

**Air Quality Specialist I:** Equivalent to graduation from a four year college or university with major coursework in chemistry, engineering, environmental science or a closely related field and two years of journey level experience applying and enforcing environmental regulations.

**Air Quality Specialist II:** In addition to the above, two years of experience in developing and administering environmental enforcement programs.

Retitled from Enforcement Program Specialist I/II – Effective July 1, 1997  
Rev. December 2002

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chair Cindy Chavez and Members of the  
Board of Directors

From: Jack P. Broadbent,  
Executive Officer/APCO

Date: June 11, 2021

Re: Authorization to Amend Contract with Aclima

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**RECOMMENDED ACTION**

Recommend Board of Directors authorize the Executive Officer/APCO to execute an amendment (no-cost extension) to the master services agreement with Aclima, Inc. to allow spending of previously authorized funds until June 30, 2024.

**BACKGROUND**

On April 3, 2019, the Air District's Board of Directors (Board) authorized the Executive Officer/APCO to execute a master services agreement with Aclima, Inc. for an amount not to exceed \$5,980,000 over two years for hyperlocal, background air quality mapping of the entire Bay Area, a data repository, web portal, and community capacity building activities. To gather air quality data over more than 5,000 square miles, fleets of low-emission cars have been equipped with sensing devices and software. Every publicly accessible block will be driven multiple times throughout a year. The data is being combined to estimate the block-by-block average annual concentrations of critical air pollutants and greenhouse gases, including fine particulates, ozone, and nitrogen dioxide.

Initially, the Board authorized spending for two years, beginning on July 1, 2019, and ending on July 1, 2021. To date, \$3,640,000 has been spent. The Board has received presentations on the progress of the Aclima project in December 2020 and February 2021. Driving for annual baseline measurements was completed in all nine Bay Area counties as of March 2021. The resulting data is currently being verified before release to the public.

**DISCUSSION**

This project is the first time that hyper-local air quality data is being collected over such a large area and over entire year. The COVID-19 pandemic and wildfires in 2020 also caused unanticipated delays and challenges that required adjustments to the data collection, analysis, and review. Air District staff are recommending a no-cost extension to strengthen and complete data quality assurance steps, document lessons learned, develop hyper-local air quality reports for Assembly Bill (AB) 617 communities, and for a subscription to the Aclima Pro tool to view and

analyze the data. Air District staff will only assign additional task orders or make payments under this contract based on satisfactory progress and completion of previous deliverables.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None. No additional funding is being requested. Funding for the vendor contract recommendation is provided by a grant from the California Air Resources Board that is included in proposed 810 program budget, for Fiscal Year Ending 2022.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Jon Bower and Kate Hoag  
Reviewed by: Ranyee Chiang

Attachment 17A: Executed Contract – Contract No. 2019.178

Attachment 17B: Proposed Draft Contract Amendment No. 1 – Contract No. 2019-178

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2019.178**

1. PARTIES - The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and Aclima, Inc. (“CONTRACTOR” or “Aclima”) whose address is 10 Lombard Street, Suite 200, San Francisco, CA 94111.

2. RECITALS

A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.

B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

3. DEFINITIONS

A. “Contract” shall be deemed to include all Task Orders, Purchase Orders, attachments and exhibits to this agreement which shall be incorporated by reference herein.

B. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.

C. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the Description of Services, attached hereto as Attachment A and the SaaS License Terms and Conditions attached hereto as Attachment B, made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.

D. “Task Order” shall mean a written order, mutually agreed upon by DISTRICT and CONTRACTOR for specific services to be performed by CONTRACTOR.

4. PERFORMANCE REQUIREMENTS

A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.

- B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT's Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the Term of this Contract that is in direct or indirect conflict with duties and responsibilities set forth in the Contract.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in this paragraph 4.
5. TERM - The Term of this Contract is from July 1, 2019 to July 1, 2024, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. Unless otherwise specified in any Task Order or Purchase Order or any Addendum, the DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
  - B. Either party may terminate this Contract for breach by the other party.
    - (i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
    - (ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from

delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.

- (iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- (iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- (v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

## 7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

- (i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- (ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
- (iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

B. All insurance shall be placed with insurers and in a form and format that is commercially reasonable and acceptable to DISTRICT.

- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

8. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of any breach of any representation or warranty set forth herein or the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of any breach of any representation or warranty set forth herein or the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, such services as DISTRICT may order from time to time by mutually agreed upon Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for Services during the Term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. The parties acknowledge and agree that access to any CONTRACTOR software (as defined in Attachment A), including any data products provided through or in connection with use of such software, is governed



by the terms of CONTRACTOR's standard Terms and Conditions (see Attachment B) to the exclusion of any conflicting or inconsistent terms herein. In the event that the provisions of this Contract conflict with Attachments A or B or any Task Order issued by DISTRICT to CONTRACTOR, the order of precedence shall be: First the, applicable Task Order; Second, Attachments A or B; and Third this Contract. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$5,980,000, which is the amount authorized by the DISTRICT Board of Directors at the time of execution of this Contract and for two years thereafter. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS - Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, where applicable the location where services are to be performed (with contact person), and cost or estimated cost of the Services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services set forth therein and satisfy all statutory and legal formalities of a contract.

11. PRICING, INVOICES, AND PAYMENT

A. DISTRICT shall pay CONTRACTOR for all Services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.

B. CONTRACTOR shall submit invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Federal Employer Identification Number; and must be

submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.

- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
  - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions.
12. DISPUTE RESOLUTION - A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, CA 94105, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.
13. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of

e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Brian C. Bungler, District Counsel

CONTRACTOR: Aclima, Inc.  
10 Lombard Street, Suite 200,  
San Francisco, CA 94111  
Attn: Robert Murphy

14. ADDITIONAL PROVISIONS - All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
  - A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
  - C. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY - In order to carry out the purposes of this Contract, each party may require access to certain of the other party's confidential information (including without limitation trade secrets, inventions, confidential know-how, confidential business information, and other information that any party considers proprietary or confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that the parties may designate in a conspicuous manner Confidential Information that any party obtains from the other, and the parties' agree to:
  - A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees and/or contractors

requiring access in fulfillment of the services provided under this Contract or in response to a court order requiring disclosure.

- B. Ensure that the respective party's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section unless required by court order.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify the other party promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of the non-breaching party. All such activities shall be at the expense of the non-responsible party.
- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

17. INTELLECTUAL PROPERTY RIGHTS (Intentionally Omitted).

18. PUBLICATION

- A. Except as may be expressly contemplated in any Task Order, DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT - Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

- C. Output Reports (as defined in the Attachments) developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated and may be published or disseminated through the Aclima Community Portal (as defined in the Attachments) or otherwise by DISTRICT; provided however that appropriate attributions are provided. CONTRACTOR may also use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. Other than in uses related to the presentation of Aclima Software, the following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

Additional disclaimers and notices of CONTRACTOR shall be as set forth in the Attachments hereto.

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
20. PROPERTY AND SECURITY - Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
21. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

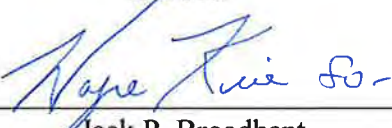
22. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE - Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
25. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS - Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS - This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

28. GOVERNING LAW - Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION - This Contract and the attachments hereto represent the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Confidentiality) and 18 (Publication) shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

ACLIMA, INC.

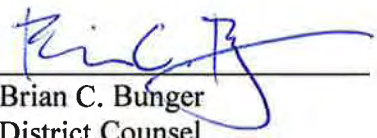
By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Davida Herzl  
CEO

Date: 6/20/19

Date: June 18, 2019

Approved as to form:  
District Counsel

By:   
Brian C. Bungler  
District Counsel

## Attachment A

### Description of Services

Aclima delivers web-based software applications as further described below (“Aclima Software”), under commercial and research licenses. These applications are populated with customer-selected datasets, as described below.

#### ACLIMA SOFTWARE

Aclima Software is available as follows:

**Aclima Pro** - A paid web-based toolset allowing environmental scientists, data scientists, and other advanced users to access, query, analyze, and download Data Product Modules (as further defined below), through both proprietary data collection services or third party datasets. The Aclima Pro Software is available under paid subscription-as-a-service (“SaaS”) licensing models under either Commercial Licenses or Research Licenses, as appropriate.

Aclima Software is improved and refined on an ongoing basis. Current major features and capabilities of Aclima Pro Software include:

- Descriptions of methods used in conducting mapping
- Map-based visualizations of key statistics
- Visualizations of the summary statistics over the entire geographical region
- Highlights of trends at both the regional and localized level
- User guides on how to interpret the visualizations and statistics
- Outline of critical assumptions in sampling method, statistics derivation, and analysis

**Aclima Community Portal** - A free web-based tool providing public access to insights and mapping visualizations derived from both mobile and stationary air quality data, including address-specific scores and measurements based on hyper-local mobile data. The Aclima Community Portal is delivered under an End User Terms of Use through a publicly accessible online interface. The Aclima Community Portal is designed as a mechanism for feedback from community stakeholders. A document outlining the then current engagement methodology, cadence and prioritization best practices shall be defined in Appendix 1 attached to the Contract and incorporated by reference herein.

Aclima Software is improved and refined on an ongoing basis. Current major Features and capabilities of the Aclima Community Portal include:

- Data visualization - Explore through zoomable and pannable maps
- Exploration/browsability - Narrow in on areas of interest, ease of use and navigation
- 3rd-party data visualization - See other data contextualized by Aclima data
- Navigator/tour - Introduction to the portal and its features
- Methodology - Understand the who, what, where, how, when & why of Aclima data collection processes



- Metadata and citizen observations - Better understand measurement data with local context and user observations. This functionality includes feedback modules for work with community partners to curate available content to relate the data to local information and context

### ACLIMA SOFTWARE LICENSE MODELS

Aclima seeks to make its data and insights available to a broad range of customer types. As such, our SaaS services are licensed under various categories that allow for maximum dissemination of data and insights in a commercially sustainable manner depending on the intended use of the Aclima Software and the Data Product Modules.

**Commercial License** - Aclima offers paid Commercial Licenses for public and private sector organizations seeking to access and incorporate advanced air quality products and services into organizational planning and decision making.

**Research License** - Aclima offers Research Licenses to academic institutions and researchers seeking to utilize Aclima products and services for non-commercial purposes.

### DATA PRODUCT MODULES

The insights and datasets that populate Aclima Software are defined herein, and are incorporated in the Agreement via election by customers as to the level of inquiry required.

Aclima Software can include the following Data Product Modules:

#### **Aclima Datasets –**

**Aclima Hyperlocal Data** - High spatial resolution measurements of carbon dioxide (CO<sub>2</sub>), carbon monoxide (CO), nitric oxide (NO), nitrogen dioxide (NO<sub>2</sub>), ozone (O<sub>3</sub>), particulate matter (PM<sub>2.5</sub>) collected via proprietary vehicle-mounted mobile sensor nodes.

**Annual Baseline** - Hyper-local Data representative of annual median ambient concentration values, per road segment. To provide these median ambient concentration values, Aclima typically gathers at least 20 measurements per year, per road segment, reasonably distributed across days-of-week, time-of-day, and time-of-year.

**Quarterly Baseline** - Hyper-local Data representative of quarterly median ambient concentration values, per road segment. To provide these median ambient concentration values, Aclima typically gathers at least 20 measurements per quarter, per road segment, reasonably distributed across the quarter, across days-of-week, and time-of-day.

**Methane / Ethane Option** - Add-on data-streams can be added at an additional cost to measure methane (CH<sub>4</sub>), and ethane (C<sub>2</sub>H<sub>6</sub>).

**Black Carbon Option** - Add-on data-streams can be added at an additional cost, to measure black carbon.

- **Aclima Stationary Data** - Continuous measurement of pollutants collected via stationary sensors. Stationary monitoring significantly increases the number of explorable observations at a fixed location, drawn from Aclima-managed hardware. Aclima stationary deployments typically measure nitrogen dioxide (NO<sub>2</sub>), ozone (O<sub>3</sub>), and particulate matter (PM<sub>2.5</sub>).

**Customer Datasets** – Aclima Software is able to ingest air quality data or inputs provided by customers from new or existing monitors.

**Third-Party Datasets** - Aclima Software is able to ingest third-party air quality data derived from new and existing monitors. This includes data ingestion and data management for inputs sourced by Aclima or provided by customer from other third party sources including public municipal/state/federal sources, hardware providers, and vetted third-party monitoring programs, subject to specific feasibility and access rights and customer's responsibility for the scope of use of such datasets.

**Attachment B**  
**SaaS License Terms and Conditions**

These SaaS Terms and Conditions (the “**Addendum**”) form a part of the Contract by the DISTRICT and Aclima, Inc. (“**CONTRACTOR**”). The parties hereby agree as follows:

**1. Definitions:**

- a. “**Aclima Software**” means the web-based software application/s made available by CONTRACTOR hereunder that permits DISTRICT to utilize various Data Product Modules, and includes, without limitation, any related documentation, data, code, and other materials made available by CONTRACTOR, as may be updated from time to time. The specific Aclima Software application(s) included under this Addendum is identified under the applicable Task Order.
- b. “**Access Period**” means, with respect to each Aclima Software application and any Data Product Module, the period of time specified above for which DISTRICT is authorized to access such Aclima Software and Data Product Modules; such access may be for the Term or a shorter or longer period of time. For all licenses of the Aclima Software, the Access Period is defined as the Term set forth in the Task Order. For any Output Reports, the license shall be perpetual beyond the Access Period, provided that DISTRICT is otherwise in compliance with all other license terms and conditions of the CONTRACT.
- c. “**Capacity Limitations**” means the usage limitations specified and defined in any Task Order with respect to DISTRICT’s use of the Aclima Software or Data Product Modules. Such limitations may include seat or user limits for access to the Aclima Software or limits regarding the quantity of data DISTRICT is permitted to access or the number of queries or calls DISTRICT is authorized to make with respect to a Data Product Module.
- d. “**Data Product Modules**” means either the Aclima Datasets, Customer Datasets, or Third Party Datasets that the DISTRICT is expressly authorized to access and/or download through the Aclima Software during the Term and subject to the terms and conditions of this Addendum including Access Period limitations. Data Product Modules may include range measurements, range-rate measurements, meta-data, and other data and information that DISTRICT is authorized by CONTRACTOR to access and/or download through Aclima Software or by another means specified in writing by CONTRACTOR. The applicable Data Product Modules are identified under the Task Order.
- e. “**Aclima Datasets**” means Data Product Modules consisting of the specific collections of data and information DISTRICT is expressly authorized to access and/or download through the Aclima Software under this Addendum.

- f. **“Customer Datasets”** means Data Product Modules representing collections of data and information provided by DISTRICT, if applicable, that may be input into the Aclima Software.
- g. **“Third Party Datasets”** means any third party collections of data information provided or sourced by either CONTRACTOR or the DISTRICT including public municipal/state/federal sources, hardware providers, and vetted third-party monitoring programs, provided that the sourcing party shall be responsible for the use of such Third Party Datasets in connection with the Aclima Software.
- h. **“Output Reports”** means any static, fixed format reports containing or utilizing the Aclima Software and any Data Product Modules.

## 2. Scope of Licenses.

- a. Limited License. Subject to DISTRICT’s compliance with the terms and conditions of the Addendum, CONTRACTOR hereby grants to DISTRICT a limited, non-exclusive, non-sublicensable, non-transferable license during the Term to (i) access the Aclima Software, subject to the Capacity Limitations, (ii) use the Data Product Modules solely for its internal and technical business purposes including without limitation for assessment of accuracy and other metrics and benchmarking performance of the Aclima Software or any Output Reports against existing tools, datasets or sources, and for no other use or purpose, (iii) use the Output Reports for any business purposes, including without limitation the dissemination and publication for the Output Reports (or any portion thereof) to the general public; provided however that DISTRICT use the attribution language for such Output Reports as set forth below. For the avoidance of doubt, DISTRICT shall not distribute, publish, or otherwise make available to any third party the Aclima Datasets except that DISTRICT may share reports and presentations containing analyses or summaries that comprise the Output Reports as derived from the Data Product Modules for any non-commercial purpose; provided that DISTRICT shall not share or distribute portions or excerpts of the Data Product Modules themselves without Aclima’s prior written approval. DISTRICT represents and warrants that the execution, delivery and performance of this Addendum does not and will not conflict with any agreement, instrument, judgment, law, rule or regulation or understanding, oral or written, to which it is a party or by which it may be bound or subject.
- b. For purposes of this Addendum, DISTRICT shall retain all right, title and interest in and to any Customer Datasets provided by DISTRICT, including all intellectual property rights therein. DISTRICT, not CONTRACTOR, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Datasets. Notwithstanding anything to the contrary, DISTRICT

acknowledges and agrees that CONTRACTOR may internally use and modify Customer Datasets without limitation for the purposes of providing the Aclima Software, Data Product Modules and any support or consultation services to DISTRICT, including publication and distribution of the Aclima Community Portal services.

- c. Perpetual License. Subject to DISTRICT's compliance with the terms and conditions of the Addendum, CONTRACTOR hereby grants to DISTRICT a perpetual, non-exclusive, non-sublicensable, non-transferable license to the Output Reports created by CONTRACTOR and delivered to DISTRICT during the Term, provided however that DISTRICT may not use such Output Reports for any commercial purpose. To the extent DISTRICT publicly displays or shares the Output Reports or otherwise creates derivative works from such Output Reports, DISTRICT shall attribute the source of any Data Products Modules found in the Output Reports and affix such source attribution to the Aclima Software and Data Product Modules.

3. **License and Use Restrictions.** Except as expressly set forth in this Addendum, DISTRICT shall not (and shall not permit any third party to), directly or indirectly: (i) rent, lease, distribute, pledge, assign, sell, license or otherwise transfer or encumber rights to or make available to any third party the Aclima Software or any incorporated Data Product Modules (including without limitation for the purpose of the third party distributing, commercializing or publishing any Data Product Modules); (ii) use the Aclima Software or Data Product Modules for the commercial benefit of a third party; (iii) remove or otherwise alter any proprietary notices or labels from the Aclima Software or the Data Product Modules or any portion thereof; or (iv) use the Aclima Software or the Data Product Modules to build or enable a commercial application or product that is competitive with any CONTRACTOR product or service; (v) exceed any Capacity Limitations or Term restrictions imposed by CONTRACTOR upon use of the Aclima Software or Data Product Modules; or (vi) use or provide the Aclima Software or any Data Product Modules as part of any service bureau, time sharing, software as a service or other similar means. DISTRICT is responsible for all of DISTRICT's activity in connection with the Aclima Software and the Data Product Modules and shall be solely responsible for any breach of obligations in this Addendum by its employees, agents, and contractors. DISTRICT (a) shall use the Aclima Software and the Data Product Modules in compliance with all applicable local, state, national and foreign laws, treaties and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Aclima Software or the Data Product Modules in a manner that violates any third party intellectual property, contractual or other proprietary rights. CONTRACTOR may monitor DISTRICT's use of the Aclima Software or Data Product Modules to improve

CONTRACTOR's products and services and to ensure DISTRICT's compliance with this Addendum. DISTRICT expressly acknowledges that any breach of this Section 3 shall constitute a material breach of the Addendum, subject to CONTRACTOR's immediate termination and DISTRICT's immediate return or destruction of the Data Product Modules, as set forth in Section 9 below. In no event shall CONTRACTOR be liable for any data loss, loss profits or cost of procurement of substitute goods or services resulting from such return or destruction of the Data Product Modules. DISTRICT acknowledges and agrees that, notwithstanding anything to the contrary, the Aclima Software and Aclima Datasets, including any and all intellectual and proprietary rights therein, are and shall at all times remain the sole and exclusive property of CONTRACTOR, and to which CONTRACTOR grants no rights except those rights expressly and unambiguously set forth herein. Nothing in this Addendum or the Contract shall restrict CONTRACTOR's rights to publish and distribute the Aclima Software and Data Product Modules.

4. **Attribution.** In addition to other relevant sections of this Addendum, DISTRICT will include an attribution that identifies CONTRACTOR as the provider of the Aclima Software and Aclima Datasets in all legal notices, "about" screen, user documentation, or other locations that the DISTRICT uses to identify third-party licensors. DISTRICT will use legends or language mutually agreed upon by the parties in writing to provide CONTRACTOR with such attribution, subject to branding guidelines and restrictions. To the extent the Data Product Modules contains Customer Datasets or Third Party Datasets provided by DISTRICT, DISTRICT shall ensure compliance with any license or use restrictions provided by the owner or licensor of any such Customer Datasets or Third Party Datasets and shall indemnify CONTRACTOR to the extent of any breach of terms related thereto.
5. **Feedback.** DISTRICT may from time to time provide suggestions, comments or other feedback to CONTRACTOR with respect to any Aclima Software or Data Product Modules ("**Feedback**"). Specifically such Feedback shall be provided by DISTRICT pursuant to defined programs related to each of (a) the Aclima Pro product usability and feature and (b) the Aclima Community Portal, with different goals and structure shall be agreed by the parties with respect to each program. The goals of the Aclima Pro feedback process will be defined at a later date by and between the parties. The Aclima Community Portal shall incorporate the principles set forth in Appendix 1 in building a structured feedback and prioritization program for stakeholders. In no event shall the Feedback programs constitute an amendment to the Contract or the scope of any Services as defined herein. DISTRICT shall, and hereby does, assign to CONTRACTOR all right, title and interest (including all related intellectual property and other proprietary rights) in and to the Feedback; all Feedback (and all Data Product Modules) constitute Confidential Information of CONTRACTOR.

6. **Aclima Community Portal.** CONTRACTOR shall make the Aclima Community Portal available via a publicly accessible online interface. Any use by DISTRICT or its agents or personnel of the Community Portal or any information or data accessed from the Community Portal shall be subject to CONTRACTOR's standard Terms of Use for access to such Community Portal website. DISTRICT shall have no right, authority or ability to make changes to or otherwise alter the contents of the Aclima Community Portal.
7. **Fees.** DISTRICT shall pay CONTRACTOR in accordance with and on the schedule and terms specified in the Task Order. If DISTRICT's use of the Aclima Software or Data Product Modules exceeds the applicable Capacity Limitations set forth above, DISTRICT will be invoiced at the end of each calendar month for the excess usage over the Capacity Limitations, at the rate set forth in the Task Order, and DISTRICT agrees to pay the additional fees without any right of set-off or deduction. DISTRICT shall be responsible for any taxes, duties, withholdings or other governmental assessments that may apply to the payments hereunder. DISTRICT shall pay a late fee on any amounts not paid when due that is equal to 1% per month on the outstanding amount or the maximum rate permitted by applicable law (if lower).
8. **Term; Termination.**
  - a. Unless earlier terminated as provided herein, this Addendum shall have a term of (2) years commencing on the Effective Date and shall automatically renew for additional successive one (1) year periods, unless a party notifies the other party no later than one hundred and twenty (120) days prior to the expiration of the then-current term.
  - b. This Addendum may be terminated by either party upon notice if the other party commits any material breach of this Addendum that is not remedied within thirty (30) days following receipt of notice thereof from the non-breaching party.
  - c. Upon any termination or expiration of the Addendum, the licenses granted in Section 2 of this Addendum shall expire and DISTRICT shall cease all use, of the Aclima Software, the Aclima Datasets and any Third Party Datasets sourced or provided by Aclima. Perpetual Licenses to and use of the Output Reports summaries and other analyses, compilations, derivatives or other documents or materials that contain or reflect the Data Product Modules, in DISTRICT's possession or control shall survive any such termination of this Contract.
  - d. The following sections will survive termination or expiration of this Addendum: 3, 5 and 8 through 15 (inclusive).

- e. The license granted under this Addendum by CONTRACTOR is, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, a license of rights to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that the DISTRICT, as licensee of such license under this Addendum, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code.
9. **Confidentiality.** During the term of the Addendum, each party (a “**Discloser**”) may provide the other party (a “**Recipient**”) with confidential materials and information (the Discloser’s information being “**Confidential Information**”). Confidential Information includes all materials and information provided by Discloser to Recipient that is (a) identified at the time of disclosure as “confidential,” or (b) of such a nature (or is or was disclosed in such a manner) as would lead a reasonable person to conclude that Discloser considers it confidential. Recipient shall maintain the confidentiality of the Confidential Information and, except as expressly permitted herein, will not disclose such information to any third party without the prior written consent of Discloser. Recipient will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 10 shall not apply to any information that: (i) is or becomes available to the public without breach of the Addendum, (ii) is developed by the Recipient independently by individuals who have not accessed or referred to the Confidential Information, or (iii) is disclosed to Recipient by a third party who is not bound to maintain the confidentiality thereof. Recipient may disclose Confidential Information as required by law or court order, provided that Recipient provides Discloser with prompt notice thereof and uses its diligent efforts to limit the extent of disclosure. At any time, upon Discloser’s request, Recipient shall return to Discloser all Discloser’s Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, Recipient may disclose Confidential Information to any third party to the limited extent necessary to exercise its rights or perform its obligations under the Addendum, provided that all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Discloser’s Confidential Information as this Addendum.
10. **Disclaimers.** THE ACLIMA SOFTWARE AND ANY DATA PRODUCT MODULES PROVIDED BY ACLIMA ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NEITHER CONTRACTOR NOR ITS LICENSORS SHALL BE LIABLE TO DISTRICT FOR DAMAGES ARISING FROM



ANY USE OF THE ACLIMA SOFTWARE OR THE DATA PRODUCT MODULES, FROM ERRORS, OMISSIONS OR OTHERWISE.

11. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THE ADDENDUM (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE AMOUNT PAID TO CONTRACTOR BY DISTRICT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE A CLAIM FIRST ACCRUES.

12. **Indemnification.**

- a. CONTRACTOR shall indemnify, defend and hold harmless DISTRICT and its officers, directors, employees, representatives and agents from and against any and all third party claims, damages, costs and expenses (including reasonable out-of-pocket attorneys' fees) ("Claims") arising out of or relating to any allegation that the Aclima Software owned by CONTRACTOR and used to provide the Data Product Modules infringes or otherwise violates any third party's United States patent, trademark, copyright, trade secret or other intellectual property right, except to the extent that such allegation relates to or arises out of (i) DISTRICT's use of the Aclima Software or any Data Product Modules in a manner not expressly authorized by this Addendum; or (ii) any third-party use of the Aclima Software or the Data Product Modules resulting from DISTRICT's provision of the Aclima Software or the Data Product Modules to third-parties.
- b. DISTRICT shall indemnify, defend and hold harmless CONTRACTOR, its affiliates, and each of their respective officers, directors, employees, representatives and agents from and against any and all third party Claims arising out of or relating to: (i) DISTRICT's use of the Aclima Software or Data Product Modules in a manner not expressly authorized by this Addendum; or (ii) any third-party use of the Aclima Software or Data Product Modules resulting from DISTRICT's provision of the Aclima Software or Data Product Modules to third-parties; and (c) any claim of infringement or misuse related to any Data Product Modules provided by DISTRICT.

- c. The indemnification obligations above are contingent on the indemnified party:
  - (a) promptly notifying the indemnifying party in writing of any Claim; provided, however, that the indemnified party's failure to provide such prompt notice will not release the indemnifying party from its indemnification obligations, except to the extent the indemnifying party is materially prejudiced thereby;
  - (b) allowing the indemnifying party the right to have sole control of the investigation, defense, and settlement of the Claim; and
  - (c) providing the indemnifying party, at the indemnifying party's expense, with any reasonable assistance needed to defend or settle the Claim. The indemnifying party will consult with the indemnified party prior to settling any Claim. Such consent will not to be unreasonably withheld, conditioned, or delayed. The indemnified party shall have the option, at its expense, to participate in the defense or settlement of the Claim with counsel of its own choosing.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Addendum if the delay or failure is due to unforeseen events, which are beyond the reasonable control of the parties, such as acts of nature or god, strikes, blockade, war, acts of civil or military authority or other government intervention, terrorism (including cyberattacks), riots, natural disasters, refusal or license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

14. **Government Matters.**

- a. **Export.** Notwithstanding anything else, DISTRICT may not knowingly provide to any person or export or re-export or allow the export or re-export of the Aclima Software, the Data Product Modules or anything related thereto or any direct product thereof (collectively "**Controlled Subject Matter**"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing DISTRICT acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Data Product Modules is a representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.

- b. **U.S. Government Rights.** The Data Product Modules are “commercial items” as that term is defined at FAR 2.101. If DISTRICT is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), CONTRACTOR provides the Data Product Modules, including any related software, technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Addendum . If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Addendum. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Addendum. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with CONTRACTOR to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Addendum fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for the EULA, the Government agrees to return the Data Product Modules, unused, to CONTRACTOR. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Addendum.

15. **Miscellaneous.** Neither party may assign or transfer any of its rights or obligations hereunder without the other party’s prior written consent, which consent shall not be unreasonably withheld, provided that no such consent shall be required for any assignment or transfer of a party’s rights and obligations under this Contract to a successor of substantially all of a party’s assets or business to which this Contract relates. For all purposes of this Addendum each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind, nor attempt to bind, the other to any contract. Nothing in this Addendum shall be construed

to restrict CONTRACTOR from entering into any other similar arrangements with third parties.

AGENDA 17B - ATTACHMENT

**AMENDMENT NO. 1**

**TO MASTER SERVICES AGREEMENT NO. 2019.178**

**BETWEEN**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**ACLIMA, INC.**

**JUNE 7, 2021**

The Bay Area Air Quality Management District's (BAAQMD or the District) and Aclima, Inc. (Aclima) (collectively, the PARTIES) agree to this Amendment No. 1 to Master Services Agreement (# 2019.178), signed by Aclima on June 18, 2019, and the DISTRICT on June 20, 2019. By this Amendment No. 1 to the Maser Services Agreement, the PARTIES intend to allow spending of previously authorized funds until June 30, 2024 through a no-cost extension.

**1. No-cost extension**

Agreement to Provide Services: In order to extend the term in which spending is authorized by the Air District Board of Directors from June 30, 2021 to the end of the MSA term, PARTIES agree to amend Paragraph C of Section 9, "Agreement to Provide Services" to replace the phrase "the amount authorized by the DISTRICT Board of Directors at the time of execution of this Contract and for two years thereafter" with "the amount authorized by the DISTRICT Board of Directors at the time of execution of this Contract and through the term of this Contract."

**2. Order of Precedence**

To the extent there may be any inconsistency between these two legally binding agreements between the PARTIES, the order of precedence shall be: 1<sup>st</sup>: This Amendment No. 1. 2<sup>nd</sup>: MSA (2019.178). The PARTIES agree that all other terms and conditions of MSA (2019.178) not changed by this Amendment No. 1, remain in full force and effect.

Signed by the PARTIES' authorized representatives on the dates below.

**BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT**

**ACLIMA, INC.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(CEO)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to form:  
District Counsel

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

Brian C. Bunger  
District Counsel

**COMMITTEE CHAIR SUMMARY REPORT OF THE COMMUNITY EQUITY, HEALTH & JUSTICE COMMITTEE**

(Co-Chairs: Davina Hurt and Tyrone Jue)

The Community Equity, Health & Justice Committee met on Thursday, May 6, 2021, and approved the minutes of April 1, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee reviewed and discussed presentation from Terea Macomber of GRID Alternatives, and Cynthia Ibarra of GRID Bay Area, who discussed initiatives to make electric vehicles, electric vehicle charging, and other clean mobility options more accessible to advance economic and environmental justice through renewable energy.

The Committee then reviewed and discussed the staff presentation *Update on the Assembly Bill 617 Richmond/San Pablo Community Air Monitoring Plan*.

The Committee then reviewed and discussed the staff presentation *Consideration of Assembly Bill 617 Richmond - North Richmond - San Pablo Community Emissions Reduction Plan Steering Committee Proposed Stipend for Co-Chairs*.

The Committee recommends the Board:

1. Approve that the stipend amounts for Co-Chairs be set to \$100 per Community Emissions Reduction Plan Steering Committee meeting attended, **AND** an additional \$300 per month; and

[OVER]

2. Assuming the Board approves the above recommendation, direct the Community Equity, Health & Justice Committee to revisit this compensation at its July meeting to discuss if the amount needs to be adjusted, based on the amount of work of the Steering Committee Co-Chairs.

The Committee then reviewed and discussed the staff presentation *Update on Transparent and Equitable Funding Expenditures and AB 617 Community Monitoring*. The consensus of the Committee members present was to support Air District staff's following efforts: demonstrate funding distribution to all communities via the Transparent & Equitable Funding Project; collect additional data to demonstrate Air District expenditures by location, where possible; improve location specific data; and review other programs to determine if location data can be better tracked.

Finally, the Committee reviewed and discussed the staff presentation *Assembly Bill 617 Fiscal Year Ending 2022 Program Plan*.

The next meeting of the Community Equity, Health & Justice Committee will be held on Thursday, June 3, 2021, at 9:30 a.m. via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. I move that the Board approves the Committee's recommended actions. This concludes the Chair Report of the Community Equity, Health & Justice Committee.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Community, Equity, Health, and Justice Committee Meeting of May 6,  
2021

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RECOMMENDED ACTIONS

The Community, Equity, Health, and Justice Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Community Perspective;
  - 1) None; receive and file.
- B) Update on the AB 617 Richmond/San Pablo Community Air Monitoring Plan;
  - 1) None; receive and file.
- C) ACTION REQUESTED: Consideration of AB 617 Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Steering Committee Proposed Stipend for Co-Chairs;
  - 1) The Committee will consider proposed stipend for the Co-Chairs of the Richmond-North Richmond-San Pablo (Path to Clean Air) Area Community Emissions Reduction Plan (CERP) Community Steering Committee.
- D) Update on Transparent and Equitable Funding Expenditures and AB 617 Community Monitoring; and
  - 1) None; receive and file.
- E) Assembly Bill (AB) 617 Fiscal Year Ending (FYE) 2022 Program Plan.
  - 1) None; receive and file.

## BACKGROUND

The Committee met on Thursday, May 6, 2021, and received the following reports:

- A) Community Perspective;
- B) Update on the AB 617 Richmond/San Pablo Community Air Monitoring Plan;
- C) Consideration of AB 617 Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Steering Committee Proposed Stipend for Co-Chairs;
- D) Update on Transparent and Equitable Funding Expenditures and AB 617 Community Monitoring; and
- E) Assembly Bill (AB) 617 Fiscal Year Ending (FYE) 2022 Program Plan.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) Resources to implement AB 617 in the Richmond/San Pablo area are in the Fiscal Year Ending (FYE) 2021 budget;
- C) None. Stipends will be paid from the current fiscal year AB 617 grant funds;
- D) None; and
- E) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

- Attachment 18.2A: 05/06/2021 – Community, Equity, Health and Justice Committee Meeting  
Agenda #3
- Attachment 18.2B: 05/06/2021 – Community, Equity, Health and Justice Committee Meeting  
Agenda #4
- Attachment 18.2C: 05/06/2021 – Community, Equity, Health and Justice Committee Meeting  
Agenda #5
- Attachment 18.2D: 05/06/2021 – Community, Equity, Health and Justice Committee Meeting  
Agenda #6
- Attachment 18.2E: 05/06/2021 – Community, Equity, Health and Justice Committee Meeting  
Agenda #7

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt, Tyrone Jue, and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: April 29, 2021

Re: Community Perspective

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Community Equity, Health & Justice Committee provides local and regional community environmental justice advocates a platform to present and share their expertise and/or lived experiences. Specific subjects/topics will vary based upon each community member's unique experience.

Founded in 2001, GRID Alternatives envisioned a rapid, equitable transition to a world powered by renewable energy that would benefit everyone. Their mission is to build community-powered solutions to advance economic and environmental justice through renewable energy.

Low-income families in the U.S. spend approximately \$75-\$78 billion every year on gasoline. Communities of color are disproportionately impacted by pollution from both gasoline consumption and gasoline production, including disproportionate exposure to airborne lead poisoning from the era of leaded gasoline. By pairing electric vehicles and other modes of transportation with solar power, GRID Alternatives is helping families replace gasoline with sunshine, saving them money and replacing local air pollution with clean energy.

**DISCUSSION**

Terea Macomber, Electric Vehicle Director, at GRID Alternatives, and members of the GRID team, will discuss Grid Alternatives initiative to make electric vehicles, electric vehicle charging and other clean mobility options more accessible to the communities they serve. Their efforts are initially focused on California, in conjunction with investments from the California Air Resources Board (CARB) in low-carbon transportation equity programs.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Tim Williams  
Reviewed by: Mary Ann Okpalaugo

COMMUNITY EQUITY,  
HEALTH AND JUSTICE COMMITTEE  
MEETING OF 05/06/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt, Tyrone Jue, and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: April 29, 2021

Re: Update on the AB 617 Richmond/San Pablo Community Air Monitoring Plan

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Assembly Bill (AB) 617 was passed in 2017 to improve local air quality and health in disproportionately impacted communities. In September 2018, the California Air Resources Board (CARB) approved the Bay Area Air Quality Management District's (Air District) recommendation to develop and implement a Community Air Monitoring Plan (CAMP) for the Richmond/San Pablo area. Following extensive engagement with the Richmond/San Pablo CAMP Steering Committee, the CAMP was finalized in summer 2020 and its implementation is ongoing. The CAMP is part of AB 617 efforts collectively known as the Richmond/San Pablo Path to Clean Air.

DISCUSSION

The Richmond/San Pablo CAMP consists of four air monitoring projects selected by the CAMP Steering Committee. The first three projects described in the table below were selected to collect data across the study area for purposes such as improving the overall understanding of air quality in Richmond/San Pablo, identifying locations where air pollution levels are persistently higher, or providing real-time air quality information. A fourth project, led by the Air District, will focus on air toxics monitoring near sources of concern and in nearby neighborhoods, and is expected to begin in the coming months following restrictions due to COVID-19.

Organization(s)	Monitoring Type	Pollutants Measured	Period
<b>Aclima</b>	Mobile monitoring	PM <sub>2.5</sub> , NO <sub>2</sub> , O <sub>3</sub> , CO, CO <sub>2</sub>	Completed August-October 2019
<b>Groundwork Richmond &amp; Ramboll*</b>	Sensor network	PM <sub>2.5</sub> , NO <sub>2</sub>	Ongoing through 2021
<b>PSE Healthy Energy &amp; APEN*</b>	Sensor network	PM <sub>2.5</sub> , NO <sub>2</sub> , O <sub>3</sub>	Ongoing through 2021
<b>Air District</b>	Mobile monitoring	Gas air toxics	Expected to begin summer 2021

\*denotes CARB Community Air Grant projects

Data collected through the CAMP are in addition to data from existing regulatory and refinery-related monitoring systems and from other research or grant projects, such as the CARB Community Air Grant project focused on monitoring near coal-related operations in Richmond. Status reports on monitoring efforts, data availability, analyses, and findings are being made available via quarterly update reports. A Monitoring Outreach Team (MOT), comprised of five members of the CAMP Steering Committee, meets monthly with the Air District to help prepare and review these quarterly updates, and conducts ongoing community outreach about the air monitoring efforts. The Committee will receive an update about the most recent data, analyses, and findings from the monitoring efforts.

In February 2021, CARB approved the Air District's recommendation to develop and implement a Community Emissions Reduction Plan (CERP) for the Richmond/San Pablo area. Collectively, the District expects to use the CAMP results along with other information to inform emission and exposure reduction efforts, both for the CERP process and for ongoing air quality improvement efforts outside of the AB 617 process.

#### BUDGET CONSIDERATION / FINANCIAL IMPACT

Resources to implement AB 617 in the Richmond/San Pablo area are in the Fiscal Year Ending (FYE) 2021 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Dan Alrick  
Reviewed by: Ranyee Chiang

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt, Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: April 29, 2021

Re: Consideration of AB 617 Richmond-North Richmond-San Pablo Community  
Emissions Reduction Plan Steering Committee Proposed Stipend for Co-Chairs

**RECOMMENDED ACTION**

The Committee will consider proposed stipend for the Co-Chairs of the Richmond-North Richmond-San Pablo (Path to Clean Air) Area Community Emissions Reduction Plan (CERP) Community Steering Committee.

**BACKGROUND**

On March 3, 2021, the Air District Board of Directors voted to establish a 31-member community steering committee to help guide the development of a CERP for the Richmond-North Richmond-San Pablo area. On April 1, 2021, the Committee voted to approve the stipend amount set at \$100 per member. The Committee must now determine the stipend amount for Steering Committee Co-Chairs.

**DISCUSSION**

Air District staff recommend that the stipend amounts for Co-Chairs be set to \$300 per CERP Steering Committee meeting attended. Co-Chairs will meet multiple times with the Air District per month and will be responsible for facilitating Steering Committee meetings and reporting to the Air District Committees and Board. The stipend amount is commensurate with this increased level of responsibility and work.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None. Stipends will be paid from the current fiscal year AB 617 grant funds.



Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kevin Olp  
Reviewed by: Greg Nudd

COMMUNITY EQUITY,  
HEALTH AND JUSTICE COMMITTEE  
MEETING OF 05/06/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt, Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: April 29, 2021

Re: Update on Transparent and Equitable Funding Expenditures and AB 617 Community  
Monitoring

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RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Community members have requested that Air District staff, the Board of Directors and its various Committees provide increased transparency in Air District expenditures in specific communities and across various program areas, including Assembly Bill (AB) 617 implementation and community monitoring.

Additionally, Air District Board of Directors' Chairperson Cindy Chavez and Secretary John Bauters, in a March 1, 2021, memo addressed to the Administration Committee, requested that Air District staff respond to community stakeholder requests for additional information about "the revenues and expenditures related to local environmental monitoring programs and investments made by the Air District via a spreadsheet, or other suitable document for the public."

More specifically, the memo states that information should include:

- The sources of revenue, public and private, that the Air District received and used for community monitoring and affiliated work;
- Any restrictions, limitations or other requirements placed on those funds, or their subparts, that guide, require, or otherwise direct the Air District in the expenditure of those funds;
- Information that identifies whether the funding source is ongoing or one-time in nature;
- A breakdown of fund expenditure by county, accompanied by baseline population details about the communities served;
- The type of expenditure that was made in each county, including but not limited to capital investments, staff time, contract services, or operations & supplies, that illustrate how the investments were expended; and
- Any additional information staff deems necessary and appropriate to providing a holistic picture as to how district revenues are expended for the community's benefit.

The purpose of this memo is to provide information requested regarding revenue sources, funding restrictions and limitations, and Air District expenditures on community monitoring. Staff understands “community monitoring” to mean community-scale, local monitoring efforts related to the implementation of AB 617 (C. Garcia, Chapter 136, Statutes of 2017) and the Air Districts Community Monitoring Program, established in late 2016.

DISCUSSION

Community monitoring in the San Francisco Bay Area Air Basin is currently being implemented through the framework of AB 617. AB 617 requires local air districts to increase their focus on local air pollution in overburdened communities, rather than on traditional regionwide attainment of state and federal air pollution standards. Communities overburdened by air pollution are largely the same communities that have been historically overburdened by industrial water, soil, and air pollution. These same communities have been subjected to discriminatory federal, state, and local policies such as redlining, urban renewal, highway construction and local zoning codes that allow polluting industries to locate in, or alongside, residential neighborhoods, schools, and other sensitive land uses. As a result, these communities have experienced disinvestment, limited access to health services and healthy food, low quality education, and few local parks and open spaces. They are also most often low-income, communities of color.

Previous scientific work has shown that traditional, regional monitoring for determining compliance with regional air quality standards can miss localized hot spots of disproportionate air pollution exposure. One purpose of community monitoring is to identify these localized hot spots and to help determine what changes are needed to eliminate them.

**Community Monitoring Funding Sources**

There are three sources of funding provided to the Air District specifically for community air monitoring: 1) the Community Air Protection Program (CAPP) AB 617 implementation grants, 2) the Air District’s AB 617 Community Health Impact Fee and Regulation 3 and 3) Schedule X: Major Stationary Source Community Air Monitoring Fee.

**Table 1. Community Monitoring Funding Source and Average Annual Revenue**

<b>Community Monitoring Funding Source</b>	<b>Estimated Average Annual Revenue</b>
California Air Resources Board (CARB) CAPP Implementation Grants	\$9 million
AB 617 Community Health Impact Fee	\$1 million
Schedule X: Community Air Monitoring Fee	\$1 million
<b>Total</b>	<b>\$11 million</b>

*Community Air Protection Program Implementation Grants*

Community Air Protection Program implementation grants are provided by the state to local air districts to cover the costs of developing and implementing community emission reduction and/or monitoring plans, i.e., to implement AB 617. The first four grants were approved in California’s state budget bills passed in 2017, 2018, 2019 and 2020. The California Air Resources Board distributes and administers the CAPP grants.

The Air District has received three CAPP grants since the adoption of AB 617, the fourth grant has been approved by the state legislature but has yet to be distributed by CARB. The initial CAPP grant was expended in June 2019. The second grant was expended in December 2020. The third grant is covering current AB 617 implementation costs and is projected to cover costs through the end of the 2022 fiscal year. A fourth year of funding was approved by the state legislature but has not yet been distributed by the California Air Resources Board. The current Governor's budget proposal proposes an additional \$50 million statewide for this program; that funding has yet to be approved by the legislature.

- 17CAPP: \$4.8 million (expended June 2019)
- 18CAPP: \$10 million (expended December 2020)
- 19CAPP: \$9 million (currently spending)
- 20CAPP: \$9 million (total to Air District estimated, pending distribution)

### Funding Restrictions

The CARB CAPP grants are intended to support local air districts' implementation of AB 617 only. In other words, funding can be used for actions that enable air districts to establish steering committees, and to develop and implement emissions reduction and/or monitoring programs. Funds can cover staffing, outreach, the development of emission/exposure reduction strategies, and enforcement costs, as well costs to deploy air monitoring, reporting emissions, and implementing new requirements regarding best available retrofit control technologies. The Air District has also used these funds to provide grants to community-based organizations to help prepare communities for development of emission reduction or monitoring plans.

### *AB 617 Community Health Impact Fee*

To augment AB 617 implementation costs, on June 3, 2020 the Air District Board of Directors adopted an AB 617 Community Health Impact Fee, which went into effect on July 1, 2020. The fee applies to Title V facilities owners only. The fee brings in approximately \$1,000,000 per year to cover AB 617 related work, including community air monitoring.

### Funding Restrictions

In 2010, Proposition 26 limited how government organizations, like the Air District, can assess and use fees. Specifically, fees can only be assessed to cover the costs associated with regulating the entities paying the fee. Some costs of the AB 617 program are attributable to the emissions of permitted sources. For example, community monitoring is designed to evaluate the impact of all the sources in the Bay Area, including permitted, fee-paying sources. Stationary sources can be large contributors to emissions in some communities (Richmond-North Richmond-San Pablo is one example), and therefore the development of community emissions reductions plans for such communities is a necessary expense associated with regulating these sources. Other communities, such as West Oakland and San Jose, are overwhelmingly impacted by mobile sources and therefore, Air District cannot reasonably assess fees on stationary sources to recover costs for developing emission reduction plans in such communities.

### *Schedule X: Major Stationary Source Community Air Monitoring Fee*

In May of 2016, the Air District adopted amendments to the Air District's Regulation 3: Fees. The 2016 amendments included a new Schedule X: Major Stationary Source Community Air Monitoring Fee. The fee covers costs associated with the Air District's Community Air Monitoring Program. The goal of the Community Air Monitoring Program is to establish air monitoring stations in areas where major stationary sources may contribute to impacts in local communities not fully represented by the Air District's current air monitoring network. Data from new monitoring locations would be used to compare air quality in potentially impacted communities with air quality measurements at other Air District sites.

For each major stationary source emitting 35 tons per year or more of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide and/or PM<sub>10</sub> within the vicinity of an Air District proposed community air monitoring location, a fee is charged based on tons of pollutants emitted per year. Fees are assessed based on emissions data reported for the most recent 12-month period prior to billing. The fee amount is \$60.61 per ton of each pollutant emitted over 35 tons per year. The first communities to have air monitoring stations will be in the vicinity of the five petroleum refineries in Richmond, Martinez, Rodeo, Crockett and Benicia. The specific primary stationary source contributors (shown in bold below), in addition to other significant facilities in the area that are subject to the Schedule X fee include:

- **Benicia: Valero Benicia Refinery**
- **Richmond/San Pablo: Chevron Richmond Refinery**, Levin Richmond, Chemtrade West US LLC, and West Contra Costa County Landfill
- **Martinez: Former Shell Martinez Refinery/Current PBF Energy**, NJ and Eco Services; **Former Tesoro Avon Refinery/Current Marathon Refinery**, Martinez Cogen, Plains Products Terminals LLC, Air Products and Chemical, and Central Contra Costa County Sanitary
- **Crockett/Rodeo: Phillips 66 Rodeo Refinery**, Phillips 66 Carbon Plant, Air Liquide, and Crockett Cogeneration

### Funding Restrictions

Funds generated from the Schedule X fee can only cover costs associated with the evaluation of existing monitors and planning, siting, and designing new monitors for the Community Monitoring Program. Specifically, Schedule X fee can cover labor, professional services, capital costs and all indirect costs associated with any new monitor installed under the Community Air Monitoring Program, as designated by the Air District's cost recovery policy.

### **Community Monitoring Expenditures**

Since the inception of the Community Monitoring and AB 617 programs, the Air District has spent an estimated \$5.9 million on community monitoring. This estimate is based on labor charges of all Air District staff working on the Community Monitoring Program and Air District monitoring staff implementing AB 617, as well as all contracts for monitoring-related equipment and professional services billed toward AB 617 and Community Monitoring accounts from November 2016 through February 2021.

A significant portion of the funds spent on community monitoring, 55 percent or over \$3.2 million, is associated with hyper-local air monitoring project conducted under an Air District contract with Aclima. In this work, Aclima is making air quality measurements along every publicly accessible roadway in all Bay Area counties, covering 5,000 square miles. The results will be displayed on maps showing estimated annual average concentrations of criteria pollutants and greenhouse gases at a highly localized scale. This information will allow the Air District and communities to make general comparisons about air quality in different locations around the Bay Area and may also help identify areas with persistently higher or lower air pollution.

**Table 2. Community Monitoring Expenditures, November 2016 – February 2021**

<b>Expenditure Type</b>	<b>Total Community Monitoring Expenditure</b>	<b>Percent of Total Monitoring Expenditures<sup>1</sup></b>
Capital Costs (equipment)	\$ 1.0 million	17%
Professional Services	\$ 3.4 million	57%
Staff Time	\$ 1.5 million	25%
<b>Total Community Monitoring</b>	<b>\$ 5.9 million</b>	<b>100%</b>

<sup>1</sup>Percentages may not total to 100 due to rounding.

*Community Monitoring Expenditures by County*

Community monitoring expenditures, as well as all other Air District expenditures, are typically not tracked by county. Most Air District expenditures, including for community monitoring related to AB 617 and the Community Monitoring Program, are currently tracked at the regional level. However, in July of 2020 the Air District adopted new billing codes to track expenditures in West Oakland and Richmond-North Richmond-San Pablo. Additionally, the hyper-local mobile monitoring work, contracted to Aclima, was billed by county, enabling staff to demonstrate some monitoring costs by county. Data that is available is summarized in Table 3. *The data in Table 3 represents only the best information we have; data is not a complete picture of total community monitoring expenditures by county.*

**Table 3. Community Monitoring Expenditures by County<sup>1</sup>**

County	Monitoring Expenditures	Percent of Total Community Monitoring Expenditures
<b>Alameda</b>	<b>\$ 440,000</b>	7%
Labor	N/A	
Professional Services	440,000	
<b>Contra Costa</b>	<b>\$ 621,548</b>	10%
Labor	181,298	
Professional Services	440,000	
<b>Marin/Sonoma</b>	<b>\$ 640,000</b>	11%
Labor	N/A	
Professional Services	640,000	
<b>Napa/Solano</b>	<b>\$ 640,000</b>	11%
Labor	N/A	
Professional Services	640,000	
<b>San Francisco</b>	<b>\$ 40,000</b>	1%
Labor	N/A	
Professional Services	40,000	
<b>San Mateo</b>	<b>\$ 280,000</b>	5%
Labor	N/A	
Professional Services	280,000	
<b>Santa Clara</b>	<b>\$ 760,000</b>	13%
Labor	N/A	
Professional Services	760,000	
<b>Total</b>	<b>3,421,298</b>	58%

<sup>1</sup>Because the Aclima project is focused on making measurements on all publicly accessible roadways in the Bay Area, the Aclima costs (nearly all costs in this table) for each county are related to the number and length of the roads in the county.

#### Transparent & Equitable Funding Project: Improving Location Specific Data

As part of Air District’s effort to demonstrate funding distribution to all communities via the *Transparent & Equitable Funding Project*, staff is collecting additional data to demonstrate, where possible, Air District expenditures by location. This effort would include all expenditures across all programs, not only community monitoring, i.e., the Community Monitoring Program and AB 617 implementation. The initial analysis will be for the most recent complete calendar or fiscal year. Funding distribution data would be shared via tables, narratives, and maps. Since the analysis will be retrospective, it will only include contracts, grants, supplies, and professional services, not labor costs. Currently, labor costs remain tracked only for AB 617-related work in West Oakland and Richmond-North Richmond-San Pablo and the Aclima work.

Moving forward, staff is working to improve location specific data. For example, all expenditures, including equipment, professional services, and labor utilizing Schedule X Community Monitoring fees will be trackable by community location, i.e., Benicia, Crockett, Martinez, Richmond/San Pablo, and Rodeo. Other programs will be reviewed to determine if location data can be better tracked. Future analysis of funding distributions will include location specific data for the Community Monitoring Program and other location data where we are able to improve location data in specific programs.

More detailed information on the *Transparent & Equitable Funding Project* has been shared with this committee in an April 2021 report to this committee, and will be covered briefly in the May 6, 2021, staff presentation.

### County Demographic Data

County-level demographic data for the San Francisco Bay Area is provided in Table 4 below. Data for Solano and Sonoma Counties is based on county-wide populations. The legal boundary of the Bay Area Air Quality Management District includes all of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara Counties, but only southwestern Solano County and southern Sonoma County.

**Table 4. SF Bay Area County Demographic Data, 2019**

	Total Population	White*	Black/ African American*	American Indian, Alaska Native*	Asian*	Native Hawaiian, Pacific Islander*	Two or More Races*	Hispanic or Latino (of any race)
Alameda	1,656,754	31.4%	10.3%	0.3%	29.9%	0.8%	4.5%	22.4%
Contra Costa	1,142,251	43.8%	8.4%	0.2%	16.5%	0.5%	4.7%	25.6%
Marin	259,943	71.2%	2.1%	0.2%	5.8%	0.1%	3.8%	16.0%
Napa	139,623	52.4%	2.0%	0.3%	8.0%	0.2%	2.6%	34.1%
San Francisco	874,961	40.5%	5.0%	0.2%	34.1%	0.3%	4.2%	15.2%
San Mateo	767,423	39.2%	2.2%	0.2%	28.3%	1.3%	4.0%	24.4%
Santa Clara	1,927,470	31.5%	2.3%	0.2%	36.3%	0.3%	3.6%	25.5%
Solano	441,829	38.0%	13.5%	0.3%	15.0%	0.9%	5.5%	26.5%
Sonoma	499,772	63.2%	1.5%	0.5%	4.0%	0.3%	3.3%	26.7%

Source: 2019 U.S. Census Bureau American Community Survey, 5-year estimates data profile

\*Not Hispanic or Latino

### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Christy Riviere  
Reviewed by: Ila Perkins, Tim Williams, Greg Nudd, and Veronica Eady



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt, Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: April 29, 2021

Re: Assembly Bill (AB) 617 Fiscal Year Ending (FYE) 2022 Program Plan

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Since the passage of Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), Air District staff has been dedicated to its implementation. AB 617 was signed into law alongside AB 398. Assembly Bill 398 extended California's cap-and-trade program for greenhouse gas emissions. AB 617 was intended to address environmental justice concerns regarding the extension of the cap-and-trade program. AB 617 requires the California Air Resources Board (CARB), with input from community groups, air districts and others, to select locations from around the state to prepare community-led plans to reduce emissions of toxic air contaminants and criteria pollutants. Communities can also be selected to do community-led monitoring. The primary requirement for community selection is a demonstrated high cumulative exposure burden to air pollution and associated health vulnerabilities. In the Bay Area, and around the state, these communities are often the same communities that are home to large industrial facilities covered under cap-and-trade; they are also often low-income communities of color.

Throughout 2018, Bay Area residents worked with the Air District to select communities for action under AB 617. Residents gave top priority to areas impacted by oil refineries and other large industries, odors and woodsmoke, as well as places near congested transportation corridors and those that have a history of air quality violations, contamination, and environmental injustice.

On September 27, 2018, the CARB approved the Air District's recommended communities for year one of the program, i.e. West Oakland for an emission reduction plan and Richmond-North Richmond-San Pablo for a monitoring plan. Eastern Contra Costa County (East County), East Oakland, Eastern San Francisco, San Leandro, San Jose, the Tri-Valley, and Vallejo were selected to move forward with a monitoring and/or emission reduction plan over the next five years.

In September 2019, the Richmond-North Richmond-San Pablo Community Air Monitoring Plan Steering voted to recommend that the California Air Resources Board formally select the Richmond-San Pablo area as a Community Emission Reduction Planning community. This nomination was approved by the California Air Resources Board in February 2021.

## DISCUSSION

For Fiscal Year Ending (FYE) 2022, staff will be working to implement AB 617 through a wide variety of efforts. Efforts will focus on region-wide AB 617-related activities that benefit all AB 617 communities, activities specific to communities already designated for action by the state, communities pending designation, and a new community to be selected for action by the end of 2021. Staff will also work on overall AB 617 program changes intended to move the design and implementation of the overall program to be more community-led.

### **Regional/All Communities**

Much of our work on AB 617 implementation in the next fiscal year can be considered “regional” as will benefit all AB 617 communities. This work includes emissions inventory and modeling, planning, air monitoring and rules-related work. Emissions inventory and modeling will focus on PM<sub>2.5</sub> and air toxics to gain a better understanding of emissions across all communities. Staff will also perform a region-wide analysis of which sources contribute most to regional and local air pollution levels.

In planning, staff will develop improved local government assistance, refining support to AB 617 communities, and will develop best practices for developing environmental justice elements for local general plans, as required by Senate Bill 1000.

Monitoring efforts will focus on developing educational resources on monitoring techniques and data interpretation to build the technical capacity of community members. Staff will also document maintenance and enhancement of mobile and portable monitoring capabilities to improve transparency about new instruments and monitoring methods. Finally, hyper-local monitoring data will be made available to the public and emissions data from facilities will be used to fill in data gaps.

The Rules division will work on a variety of rules that will benefit all AB 617 communities. Key rules include a new permitting rule, several BARCT rules, rules regarding dust sources impacting communities, in addition to reducing toxic emissions from backup generators at sources such as data centers.

### **Designated Communities**

Designated communities are those that have been recommended and selected for a community emission reduction plan and/or monitoring plan, i.e. West Oakland and Richmond-North Richmond-San Pablo. In West Oakland, we will continue working to implement *Owning our Air*, the community’s adopted emission reduction plan. Enforcement efforts will also continue, including following up on complaints, conducting inspections, and issuing notices of violations. In Richmond-North Richmond-San Pablo, we will be working with the community to develop the community emission reduction plan, as well as continue to implement the community monitoring plan.

## **New Community**

In late 2021, the Air District may be recommending a third community to the CARB for selection to develop a community emission and/or monitoring plan. Therefore, staff will be working to develop a community selection process, including selection criteria and community participation in the selection. In the latter half of the fiscal year, staff will work with the newly selected community on designing the steering committee selection process and begin early stages of the planning process.

## **Communities Pending Designation (High Priority Communities)**

Eastern Contra Costa County (East County), East Oakland, Eastern San Francisco, San Leandro, San Jose, the Tri-Valley, and Vallejo were selected to move forward with a monitoring and/or emission reduction plan over the next five years. Some of the work this coming fiscal year in communities pending designation, formally referred to as high priority communities, will include development of air quality fact sheets for communities, hot spots analysis, air quality 101 training via the Bay Air Center, the development of interim community boundaries, and an understanding of major pollution sources. We will also do early planning work in each community, including developing community profiles and performing an inventory of other planning efforts. Community capacity building grants will also continue to be implemented in each community pending designation.

## **Future AB 617 Program**

This fiscal year, staff will be working to explore ways to transform the AB 617 implementation program to be more community-designed and led. Currently, only the community emission reduction and monitoring plans are community-led. The overall AB 617 program is largely developed by Air District staff. The current program is designed to support the development and implementation of community-led plans, and to meet state requirements, i.e. BARCT rules, enforcement plan and tracking progress and reporting requirements.

During this coming fiscal year, staff will be exploring ways to expand how the community may participate in the development of the overall program. For example, the community could play a larger role in prioritizing our work efforts, the community selection process, broader community input on the identification and prioritization of strategies and plan implementation. More community input on AB 617 program development and implementation is in keeping with ideas being considered by the statewide AB 617 Consultation Group.

## **Next Steps**

Staff will continue to develop the detailed work plan for AB 617 implementation in FYE 2022. Additional details and budget information for the AB 617 program will be provided at the June 2021 Community Equity, Health and Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Christy Riviere  
Reviewed by: Greg Nudd and Veronica Eady

COMMUNITY EQUITY,  
HEALTH AND JUSTICE COMMITTEE  
MEETING OF 05/06/2021

**COMMITTEE CHAIR SUMMARY REPORT OF THE STATIONARY SOURCE  
AND CLIMATE IMPACTS COMMITTEE**

(Co-Chairs: John Bauters and Karen Mitchoff)

The Stationary Source and Climate Impacts Committee met on Monday, May 17, 2021, and approved the minutes of April 19, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee then reviewed and discussed the staff presentation *Land Use, California Environmental Quality Act, and Permitting*.

Finally, the Committee reviewed and discussed the staff presentation *Proposed Concepts to Amend the Permitting Regulation*. The committee gave staff direction supporting the following rule development concepts to amend the Air District's permitting regulation:

- ***Develop a more stringent cancer risk limit for overburdened communities.*** The Committee would like to see the updated cancer risk limit be less than ten in a million. While several Board members present wished to apply the updated risk limit to the entire Bay Area, versus to just overburdened areas, the consensus of the Board members present did not seek this.
- ***Require enhanced noticing and analysis of potential impacts from Toxic Air Contaminants in overburdened communities.*** The Committee requested a slide at a future presentation to address the

anticipated timeline for a New Source Review of *Particulate Matter*, as Toxic Air Contaminants are already being addressed.

- ***Update the risk assessment procedures for gas station permitting;***
- ***Evaluate exposure-based limits for fine particulate matter emissions; and***
- The Committee would like to see a comparison between Particulate Matter and Toxic Air Contaminants regulations of the Air District and those of other comparable California air districts.
- The Committee supported the proposed timelines presented by staff.

The next meeting of this committee will be held on Monday, June 21, 2021 at 9:00 a.m., via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. This concludes the report of the Stationary Source and Climate Impacts Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Stationary Source and Climate Impacts Committee Meeting of May 17,  
2021

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RECOMMENDED ACTIONS

The Stationary Source and Climate Impacts Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Update on Land Use, California Environmental Quality Act (CEQA), and Air District Permits; and
  - 1) None; receive and file.
- B) Proposed Concepts to Amend the Permitting Regulation.
  - 1) None; receive and file.

BACKGROUND

The Committee met on Monday, May 17, 2021, and received the following reports:

- A) Update on Land Use, California Environmental Quality Act (CEQA), and Air District Permits; and
- B) Proposed Concepts to Amend the Permitting Regulation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None; and
- B) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

Attachment 19.2A: 05/17/2021 – Stationary Source and Climate Impacts Committee Meeting  
Agenda #3

Attachment 19.2B: 05/17/2021 – Stationary Source and Climate Impacts Committee Meeting  
Agenda #4



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons John Bauters and Karen Mitchoff, and Members  
of the Stationary Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 12, 2021

Re: Update on Land Use, California Environmental Quality Act (CEQA), and Air District  
Permits

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RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District permits protect public health by assuring that stationary sources of air pollution comply with all applicable Air District regulations. However, local land use planning and permitting processes also greatly influence people's exposure to air pollution. City or county land use permits determine whether and where a polluting source may be located. Local land use permit sometimes does not adequately consider air pollution emissions and exposure. Project proponents seeking Air District permits for stationary sources often already have land use entitlements from the local jurisdiction. As such, the Air District's ability to influence local exposure to harmful air pollution, or to nuisances like odors and dust, is limited. Air District permits may impose conditions on project operations or require abatement equipment. However, even a source that meets all Air District regulatory requirements, if located too close to housing, schools, or other sensitive receptors, may expose people to pollution, odors, or dust. Recent examples include a private school approved by the City of Fremont immediately adjacent to a concrete batch plant and residential development located near waste management facilities in Milpitas/Fremont/San Jose. Each of these situations has resulted in considerable public concern and demands for the Air District to take action, while our options are limited due to the prior land use decision.

Air District land use goals, as articulated in the 2017 Clean Air Plan and other documents, are to support mixed use, infill development, located near transit, with sufficient housing for all income levels, that limit auto use and support transit, walking and cycling and thus limit emissions of air pollutants and greenhouse gases (GHGs). These goals align with goals of Metropolitan Transportation Commission (MTC)/Association of Bay Area Governments (ABAG's) Plan Bay Area. Further, the Air District cautions local staff and decisionmakers to avoid locating sensitive land uses – housing, schools, hospitals, senior facilities, etc. – near sources of pollution such as heavy industry, sources of odors and dust, freeways, ports, and railyards, etc.

The Air District advances these land use objectives through various means. As noted, the 2017 Clean Air Plan includes numerous measures addressing land use and transportation strategies to discourage auto use and minimize local exposure to pollution. Our first Community Emission Reduction Plan under Assembly Bill (AB) 617, the West Oakland Community Action Plan, emphasizes strategies to eliminate conflicts between industrial and goods movement-related land uses and local residential neighborhoods. The Air District also provides a variety of guidance documents and technical tools to support health-protective local development. These documents and tools include:

- CEQA Thresholds of Significance and Guidelines;
- Planning Healthy Places guidance document;
- Senate Bill (SB) 1000 guidance on environmental justice elements in local plans;
- Guidance on local climate action plans;
- Air quality and GHG technical tools and data; and
- Convenings, information exchange, best practices, etc.

The Air District's CEQA Thresholds and Guidelines are intended to assist cities, counties and other lead agencies in analyzing and mitigating air quality and climate impacts of local projects and plans. The Thresholds provide lead agencies recommended benchmarks for determining whether an air quality or climate impact rises to a level of significance, and the Guidelines provide recommended analytical methods, data, mitigation strategies, and more. They are widely used by Bay Area jurisdictions. The Air District has provided CEQA guidance for decades, and the Guidelines were last updated in 2010.

During CEQA review of projects involving stationary air pollution sources, the Air District encourages project proponents to contact the Air District to determine whether the project is protective of public health, meets all regulations (local, state, and federal laws), and requires an Air District permit, including New Source Review and Title V permits.

The Air District's New Source Review and Title V permitting programs apply to a broad range of facilities throughout the Bay Area. The New Source Review program is a pre-construction permitting requirement that requires permit applicants to demonstrate that new sources of air emissions, and modifications to existing sources that will increase emissions, will meet all applicable air pollution control requirements, including using state-of-the-art pollution control equipment and mitigating potential increases in public health risks. The Title V program is an operating permit requirement applicable to major emissions sources that consolidates all the various regulatory requirements applicable to a facility into a single, comprehensive permitting document to improve transparency, enforceability, and facility compliance. These programs are set forth in five Rules in Regulation 2 (Permits) – Rule 1 (General Requirements), Rule 2 (New Source Review), Rule 4 (Emissions Banking), Rule 5 (New Source Review of Toxic Air Contaminants, and Rule 6 (Major Facility Review).

## DISCUSSION

Staff has initiated an update to the CEQA Thresholds and Guidelines. An urgent driver of this effort is the need to update the recommended GHG Thresholds to align with the latest State GHG reduction targets for 2030 and beyond. Our current GHG Thresholds are based on 2020 targets, and so must be updated promptly. We also seek to assure that the thresholds are appropriately health protective, with an emphasis on fine particulate (PM<sub>2.5</sub>). The intent is to align our recommended PM thresholds with other priority agency efforts, including Permit Reform and the Advisory Council's PM deliberations. Because these latter efforts will take some time to reach fruition, we foresee a two-phase process in updating the CEQA Thresholds. In 2021 staff will complete updates to the GHG Thresholds and modify the current PM thresholds to be more health protective. As the Permit Reform and Advisory Council processes progress, we will revisit the CEQA thresholds to align them with these efforts.

Permit Reform and the Advisory Council's PM deliberations have also initiated review for potential revisions to the Air District New Source Review programs. In 2012, the Air District incorporated new federal requirements for fine particulate matter (PM<sub>2.5</sub>) into the permitting regulations, but Advisory Council PM strategies can go further to identify measures to further protect public health. New Source Review for Toxics was revised in 2016 to incorporate updated Office of Environmental Health Hazard Assessment (OEHHA) guidelines for Health Risk Assessments (HRA) and updated California Air Resources Board (CARB) and California Air Pollution Control Officers Association (CAPCOA) risk management guidelines. These updated guidelines provided improved methods for calculating public health risk and accounted for children's heightened sensitivity to toxic air contaminants. The 2016 amendments increased stringency of the rule by 40% for cancer risk from most carcinogens as compared with the previous procedures. For carcinogens with multiple exposure pathways, the calculated cancer risk increased by 2 to 5 times. Permit Reform may decrease the risk thresholds and increase risk management stringency even further.

The Stationary Source and Climate Impacts Committee will receive a presentation on the current permitting program to serve as background for future Permitting Reform discussions.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Henry Hilken and Pamela Leong  
Reviewed by: Damian Breen and Greg Nudd

STATIONARY SOURCE AND  
CLIMATE IMPACTS COMMITTEE  
MEETING OF 05/17/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons John Bauters and Karen Mitchoff, and Members  
of the Stationary Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 12, 2021

Re: Proposed Concepts to Amend the Permitting Regulation

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

In 2018, the Air District committed to evaluating changes to its permitting process in response to concerns from community advocates about permits issued in areas overburdened by air pollution and other environmental and public health stressors. Since that time, staff met internally and with community stakeholders who expressed concern over the agency's permitting process to develop potential concepts to amend the Air District's permitting regulation, Regulation 2: Permits.

Air District staff utilized air monitoring and modeling data developed for Assembly Bill 617 and Community Air Risk Evaluation (CARE) program evaluation to observe localized differences in air pollution and health risk in the Bay Area. Staff also reviewed data mapping tools developed by other public health agencies that demonstrate variability in environmental stressors and community health vulnerability at the local level. Staff then developed concepts to present to the public on potential ways to increase the health protectiveness of Regulation 2, paying particular attention to areas in which air quality and other factors contribute to increased exposure or vulnerability to air pollution. Staff presented the concepts to the public at a virtual workshop during the evening of May 12, 2021. The purpose of the workshop was to enable community members and industrial stakeholders to provide feedback on the potential concepts before staff proceeds to developing draft rule amendment language, which will occur prior to staff proposing amendments for the Board of Directors.

**DISCUSSION**

Staff presented the following concepts during the May 12, 2021, Virtual Public Workshop on Concepts to Amend Regulation 2: Permits:

1. **Maximum Project Cancer Risk Limit:** Make the allowable maximum project cancer risk limit more stringent in Regulation 2, Rule 5: New Source Review of Toxic Air

Contaminants (Rule 2-5) in communities that are overburdened by high levels of pollution or community health vulnerability.

- a. To identify priority communities, develop a new methodology or utilize an existing methodology or combination of methodologies that considers local disparities in air pollution, other environmental pollution, and community health.
2. Health Risk Assessment Guidelines: Update the health risk assessment guidelines that are used to screen applications for new or modified gasoline dispensing facilities subject to Rule 2-5. Revisions to the health risk assessment procedure will more accurately reflect the risk that projects at gasoline dispensing facilities pose to nearby residents and workers.
  3. Noticing and Analysis Requirements: Enhance noticing and analysis requirements for proposed projects in communities overburdened by high levels of pollution or health vulnerability to provide additional transparency in the permit review process. These amendments could be instituted through changes to Regulation 2, Rule 1: General Requirements, or individually through the New Source Review rules.
    - a. Enhanced noticing requirements would mean that permit applicants who would like to install or modify equipment in a community that is overburdened by high levels of pollution or health vulnerability would need to notify nearby residents within a defined radius from the proposed project site of the proposal and where to obtain documents for review.
    - b. Enhanced analysis would require applicants to describe potential environmental and public health impacts of the project for which they are submitting a permit application.
  4. Evaluate Exposure-Based Limits on Fine Particulate Matter Emissions: Staff would further evaluate changes to Regulation 2, Rule 2 (Rule 2-2): New Source Review, to potentially recommend a health-based limit on allowable fine particulate matter emissions based on exposure to nearby receptors or based on background air pollution or community health vulnerability.

During the presentation to the Stationary Source and Climate Impacts Committee, staff will review feedback received during the workshop.

Proposed rulemaking timeline: After the closing of the public comment deadline on May 28, 2021, staff will evaluate comments received and prepare for a second public workshop this summer. The summer workshop will feature draft amended rule language for concepts staff identifies as shorter-term rule development efforts, and additional details on concepts staff identifies as longer-term. Staff anticipates presenting on this topic again to this Committee in September 2021 in advance of bringing proposed regulatory amendments before the Board of Directors (Board) by the end of 2021. Concepts staff identifies as longer-term based on public feedback and will be proposed for Board consideration at a later date.

BUDGET CONSIDERATIONS/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Jacob Finkle

Reviewed by: Victor Douglas and Elizabeth Yura

STATIONARY SOURCE AND  
CLIMATE IMPACTS COMMITTEE  
MEETING OF 05/17/2021

**COMMITTEE CHAIR SUMMARY REPORT OF THE ADMINISTRATION COMMITTEE**

(Co-Chairs: Cindy Chavez and Carole Groom)

The Administration Committee met on Wednesday, May 19, 2021, and approved the minutes of April 21, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee received a guest presentation from Allison Brooks, Executive Director of the Bay Area Regional Collaborative, on recent activities.

The Committee then reviewed and discussed the staff presentation *Community Monitoring Funding and Expenditures*.

The Committee then reviewed and discussed the staff presentation *Direction on Community Tour Protocol*.

The Committee then reviewed and discussed four staff presentations under the item "Follow Up on Fiscal Year Ending 2022 Budget Direction." Air District staff gave the presentations: *Consideration of Increase to Community Benefit Reserves Designation in proposed Fiscal Year Ending 2022 Budget*, *Cost Recovery*, *Management Audit Workplan*, and *Expected Employee Recruitment Rate in Proposed Fiscal Year Ending 2022*. Chair Chavez requested that four specific recommendations be made. The Committee recommends the Board:

- 1. Modify** the Proposed Fiscal Year Ending 2022 budget Reserves Designations to increase the Community Benefit designation from \$1M to \$3M, reducing the Pandemic Contingency designation from \$10M to \$8M, and require that Air District staff give regular updates on the

[OVER]



Community Benefit Fund to the Committee;

2. **Set** a target for a 100% cost recovery policy;
3. **Approve** the proposed workplan to initiate a management audit and the scope of work to procure services for a management audit, acknowledging the following priorities: evaluate the Air District's current hiring process, analyze Air District divisions that are asking for the greatest numbers of new staffing positions, include a risk assessment within the audit. The selection team of the auditor will include Board Members Carole Groom and Margaret Abe-Koga, as well as one community member appointed by the Community Equity, Health, and Justice Committee, and another appointed by the Stationary Source and Impacts Committee; and
4. **Request** that Air District staff prepare and present a recruitment plan to the Committee, including and a defined phasing of that plan, which should reflect the diversity of Bay Area communities.

Finally, the Committee went into Closed Session from 11:33 a.m. until 12:01 p.m. to discuss labor negotiations with the Bay Area Air Quality Management District Employees' Association.

The next meeting of the Administration Committee will be held on Wednesday, **July 21, 2021, at 9:30 a.m.**, via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. I move that the Board approves the Committee's recommended actions. This concludes the Chair Report of the Administration Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Administration Committee Meeting of May 19, 2021

**RECOMMENDED ACTIONS**

The Administration Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Bay Area Regional Collaborative (BARC) Update;
  - 1) None; receive and file.
- B) Community Monitoring Funding and Expenditures Update;
  - 1) None; receive and file.
- C) ACTION REQUESTED: Direction on Community Tour Protocol;
  - 1) The Air District requests direction from the Administration Committee on a protocol for Air District led Community Tours.
- D) ACTION REQUESTED: Community Benefit Fund;
  - 1) The Committee will consider recommending a modification to the Proposed Fiscal Year Ending (FYE) 2022 budget Reserves Designations to increase the Community Benefit designation.
- E) ACTION REQUESTED: Cost Recovery;
  - 1) The Committee will consider next steps to reach full Cost Recovery.
- F) ACTION REQUESTED: Review Workplan to Initiate Management Audit; and
  - 1) The Committee will consider recommending approval of the proposed Workplan and scope of work to procure services for a management audit.

G) Employee Recruitment Rate.

1) None; receive and file.

### BACKGROUND

The Committee met on Wednesday, May 19, 2021, and received the following reports:

- A) Bay Area Regional Collaborative (BARC) Update;
- B) Community Monitoring Funding and Expenditures Update;
- C) Direction on Community Tour Protocol;
- D) Community Benefit Fund;
- E) Cost Recovery;
- F) Review Workplan to Initiate Management Audit; and
- G) Employee Recruitment Rate;

### BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None;
- C) None;
- D) None;
- E) None;
- F) None; and
- G) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

Attachment 20.2A: 05/19/2021 – Administration Committee Meeting Agenda #3  
Attachment 20.2B: 05/19/2021 – Administration Committee Meeting Agenda #4  
Attachment 20.2C: 05/19/2021 – Administration Committee Meeting Agenda #5  
Attachment 20.2D: 05/19/2021 – Administration Committee Meeting Agenda #6A  
Attachment 20.2E: 05/19/2021 – Administration Committee Meeting Agenda #6B  
Attachment 20.2F: 05/19/2021 – Administration Committee Meeting Agenda #6C  
Attachment 20.2G: 05/19/2021 – Administration Committee Meeting Agenda #6D

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Bay Area Regional Collaborative (BARC) Update

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Bay Area Regional Collaborative (BARC) consists of Board/Commission representatives of the four regional agencies and provides a forum for discussing issues of regional importance.

**DISCUSSION**

At the upcoming Administration Committee meeting, the BARC Director, Allison Brooks, will provide an update on the activities of the BARC.

**BUDGET CONSIDERATIONS/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva

Reviewed by: Vanessa Johnson

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Community Monitoring Funding and Expenditures Update

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Air District Board of Directors' Chairperson Cindy Chavez and Secretary John Bauters, in a March 1, 2021, memo addressed to the Administration Committee, requested that Air District staff respond to community stakeholder requests for additional information about "the revenues and expenditures related to local environmental monitoring programs and investments made by the Air District via a spreadsheet, or other suitable document for the public."

More specifically, the memo states that information should include:

- The sources of revenue, public and private, that the Air District received and used for community monitoring and affiliated work;
- Any restrictions, limitations or other requirements placed on those funds, or their subparts, that guide, require, or otherwise direct the Air District in the expenditure of those funds;
- Information that identifies whether the funding source is ongoing or one-time in nature;
- A breakdown of fund expenditure by county, accompanied by baseline population details about the communities served;
- The type of expenditure that was made in each county, including but not limited to capital investments, staff time, contract services, or operations & supplies, that illustrate how the investments were expended; and
- Any additional information staff deems necessary and appropriate to providing a holistic picture as to how district revenues are expended for the community's benefit.

The purpose of this memo is to provide information requested regarding revenue sources, funding restrictions and limitations, and Air District expenditures on community monitoring. Staff understands "community monitoring" to mean community-scale, local monitoring efforts related to the implementation of Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017) and the Air District's Community Monitoring Program, established in late 2016.

More broadly, community members have requested that Air District staff, the Board of Directors, and its various Committees provide increased transparency in Air District expenditures in specific communities and across all Air District program areas, including AB 617 implementation and community monitoring. Staff developed this response for information on community monitoring in the context of the broader *Transparent & Equitable Funding* effort.

**DISCUSSION**

Community monitoring in the San Francisco Bay Area Air Basin is currently being implemented through the framework of AB 617. AB 617 requires local air districts to increase their focus on local air pollution in overburdened communities, rather than on traditional regionwide attainment of state and federal air pollution standards. Communities overburdened by air pollution are largely the same communities that have been historically overburdened by industrial water, soil, and air pollution. These same communities have been subjected to discriminatory federal, state, and local policies such as redlining, urban renewal, highway construction and local zoning codes that allow polluting industries to locate in, or alongside, residential neighborhoods, schools, and other sensitive land uses. As a result, these communities have experienced disinvestment, limited access to health services and healthy food, low quality education, and few local parks and open spaces. They are also most often low-income, communities of color.

Previous scientific work has shown that traditional, regional monitoring for determining compliance with regional air quality standards can miss localized hot spots of disproportionate air pollution exposure. One purpose of community monitoring is to identify these localized hot spots and to help determine what changes are needed to eliminate them.

***Community Monitoring Funding Sources***

There are three sources of funding provided to the Air District specifically for community air monitoring: 1) the Community Air Protection Program (CAPP) AB 617 implementation grants, 2) the Air District’s AB 617 Community Health Impact Fee and Regulation 3 and 3) Schedule X: Major Stationary Source Community Air Monitoring Fee.

**Table 1. Community Monitoring Funding Source and Average Annual Revenue**

<b>Community Monitoring Funding Source</b>	<b>Estimated Average Annual Revenue</b>
CARB CAPP Implementation Grants	\$9 million
AB 617 Community Health Impact Fee	\$1 million
Schedule X: Community Air Monitoring Fee	\$1 million
<b>Total</b>	<b>\$11 million</b>

### ***Community Air Protection Program Implementation Grants***

Community Air Protection Program implementation grants are provided by the state to local air districts to cover the costs of developing and implementing community emission reduction and/or monitoring plans, i.e., to implement AB 617. The first four grants were approved in California's state budget bills passed in 2017, 2018, 2019 and 2020. The California Air Resources Board (CARB) distributes and administers the CAPP grants.

The Air District has received three CAPP grants since the adoption of AB 617, the fourth grant has been approved by the state legislature but has yet to be distributed by CARB. The initial CAPP grant was expended in June 2019. The second grant was expended in December 2020. The third grant is covering current AB 617 implementation costs and is projected to cover costs through the end of the 2022 fiscal year. A fourth year of funding was approved by the state legislature but has not yet been distributed by CARB. The current Governor's budget proposal proposes an additional \$50 million statewide for this program; that funding has yet to be approved by the legislature.

- 17CAPP: \$4.8 million (expended June 2019)
- 18CAPP: \$10 million (expended December 2020)
- 19CAPP: \$9 million (currently spending)
- 20CAPP: \$9 million (total to Air District estimated, pending distribution)

### **Funding Restrictions**

The CARB CAPP grants are intended to support local air districts' implementation of AB 617 only. In other words, funding can be used for actions that enable air districts to establish steering committees, and to develop and implement emissions reduction and/or monitoring programs. Funds can cover staffing, outreach, the development of emission/exposure reduction strategies, and enforcement costs, as well costs to deploy air monitoring, reporting emissions, and implementing new requirements regarding best available retrofit control technologies. The Air District has also used these funds to provide grants to community-based organizations to help prepare communities for development of emission reduction or monitoring plans.

### ***AB 617 Community Health Impact Fee***

To augment AB 617 implementation costs, on June 3, 2020 the Air District Board of Directors adopted an AB 617 Community Health Impact Fee, which went into effect on July 1, 2020. The fee applies to Title V facilities owners only. The fee brings in approximately \$1,000,000 per year to cover AB 617 related work, including community air monitoring.



### Funding Restrictions

In 2010, Proposition 26 limited how government organizations, like the Air District, can assess and use fees. Specifically, fees can only be assessed to cover the costs associated with regulating the entities paying the fee. Some costs of the AB 617 program are attributable to the emissions of permitted sources. For example, community monitoring is designed to evaluate the impact of all the sources in the Bay Area, including permitted, fee-paying sources. Stationary sources can be large contributors to emissions in some communities (Richmond-North Richmond-San Pablo is one example), and therefore the development of community emissions reductions plans for such communities is a necessary expense associated with regulating these sources. Other communities, such as West Oakland and San Jose, are overwhelmingly impacted by mobile sources and therefore, Air District cannot reasonably assess fees on stationary sources to recover costs for developing emission reduction plans in such communities.

### *Schedule X: Major Stationary Source Community Air Monitoring Fee*

In May of 2016, the Air District adopted amendments to the Air District's Regulation 3: Fees. The 2016 amendments included a new Schedule X: Major Stationary Source Community Air Monitoring Fee. The fee covers costs associated with the Air District's Community Air Monitoring Program. The goal of the Community Air Monitoring Program is to establish air monitoring stations in areas where major stationary sources may contribute to impacts in local communities not fully represented by the Air District's current air monitoring network. Data from new monitoring locations would be used to compare air quality in potentially impacted communities with air quality measurements at other Air District sites.

For each major stationary source emitting 35 tons per year or more of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide and/or PM<sub>10</sub> within the vicinity of an Air District proposed community air monitoring location, a fee is charged based on tons of pollutants emitted per year. Fees are assessed based on emissions data reported for the most recent 12-month period prior to billing. The fee amount is \$60.61 per ton of each pollutant emitted over 35 tons per year. The first communities to have air monitoring stations will be in the vicinity of the five petroleum refineries in Richmond, Martinez, Rodeo, Crockett and Benicia. The specific primary stationary source contributors (shown in bold below), in addition to other significant facilities in the area that are subject to the Schedule X fee include:

- **Benicia: Valero Benicia Refinery**
- **Richmond/San Pablo: Chevron Richmond Refinery**, Levin Richmond, Chemtrade West US LLC, and West Contra Costa County Landfill
- **Martinez: Former Shell Martinez Refinery/Current PBF Energy, NJ and Eco Services; Former Tesoro Avon Refinery/Current Marathon Refinery**, Martinez Cogen, Plains Products Terminals LLC, Air Products and Chemical, and Central Contra Costa County Sanitary
- **Crockett/Rodeo: Phillips 66 Rodeo Refinery**, Phillips 66 Carbon Plant, Air Liquide, and Crockett Cogeneration

### Funding Restrictions

Funds generated from the Schedule X fee can only cover costs associated with the evaluation of existing monitors and planning, siting, and designing new monitors for the Community Monitoring Program. Specifically, Schedule X fee can cover labor, professional services, capital costs and all indirect costs associated with any new monitor installed under the Community Air Monitoring Program, as designated by the Air District's cost recovery policy.

### ***Community Monitoring Expenditures***

Since the inception of the Community Monitoring and AB 617 programs, the Air District has spent an estimated \$5.9 million on community monitoring. This estimate is based on labor charges of all Air District staff working on the Community Monitoring Program and Air District monitoring staff implementing AB 617, as well as all contracts for monitoring-related equipment and professional services billed toward AB 617 and Community Monitoring accounts from November 2016 through February 2021.

A significant portion of the funds spent on community monitoring, 55 percent or over \$3.2 million, is associated with hyper-local air monitoring project conducted under an Air District contract with Aclima. In this work, Aclima is making air quality measurements along every publicly accessible roadway in all Bay Area counties, covering 5,000 square miles. The results will be displayed on maps showing estimated annual average concentrations of criteria pollutants and greenhouse gases at a highly localized scale. This information will allow the Air District and communities to make general comparisons about air quality in different locations around the Bay Area and may also help identify areas with persistently higher or lower air pollution.

**Table 2. Community Monitoring Expenditures, November 2016 – February 2021**

<b>Expenditure Type</b>	<b>Total Community Monitoring Expenditure</b>	<b>Percent of Total Monitoring Expenditures<sup>1</sup></b>
Capital Costs (equipment)	\$ 1.0 million	17%
Professional Services	\$ 3.4 million	57%
Staff Time	\$ 1.5 million	25%
<b>Total Community Monitoring</b>	<b>\$ 5.9 million</b>	<b>100%</b>

1. Percentages may not add to 100 due to rounding.

### ***Community Monitoring Expenditures by County***

Community monitoring expenditures, as well as all other Air District expenditures, are typically not tracked by county. Most Air District expenditures, including for community monitoring related to AB 617 and the Community Monitoring Program, are currently tracked at the regional level. However, in July of 2020 the Air District adopted new billing codes to track expenditures in West Oakland and Richmond-North Richmond-San Pablo. Additionally, the hyper-local mobile monitoring work, contracted to Aclima, was billed by county, enabling staff to demonstrate some monitoring costs by county. Data that is available is summarized in Table 3. *The data in Table 3 represents only the best information we have; data is not a complete picture of total community monitoring expenditures by county.*

**Table 3. Community Monitoring Expenditures by County<sup>1</sup>**

<b>County</b>	<b>Monitoring Expenditures</b>	<b>Percent of Total Community Monitoring Expenditures</b>
<b>Alameda</b>	<b>\$ 440,000</b>	7%
Labor	N/Aa	
Professional Services	440,000	
<b>Contra Costa</b>	<b>\$ 621,548</b>	10%
Labor	181,298	
Professional Services	440,000	
<b>Marin/Sonoma</b>	<b>\$ 640,000</b>	11%
Labor	N/A	
Professional Services	640,000	
<b>Napa/Solano</b>	<b>\$ 640,000</b>	11%
Labor	N/A	
Professional Services	640,000	
<b>San Francisco</b>	<b>\$ 40,000</b>	1%
Labor	N/A	
Professional Services	40,000	
<b>San Mateo</b>	<b>\$ 280,000</b>	5%
Labor	N/A	
Professional Services	280,000	
<b>Santa Clara</b>	<b>\$ 760,000</b>	13%
Labor	N/A	
Professional Services	760,000	
<b>Total</b>	<b>3,421,298</b>	58%

<sup>1</sup>Because the Aclima project is focused on making measurements on all publicly accessible roadways in the Bay Area, the Aclima costs (nearly all costs in this table) for each county are related to the number and length of the roads in the county.

**Transparent & Equitable Funding Project: Improving Location Specific Data**

As part of Air District’s effort to demonstrate funding distribution to all communities via the *Transparent & Equitable Funding Project*, staff is collecting additional data to demonstrate, where possible, Air District expenditures by location. This effort would include all expenditures across all programs, not only community monitoring, i.e., the Community Monitoring Program and AB 617 implementation. The initial analysis will be for the most recent complete calendar or fiscal year. Funding distribution data would be shared via tables, narratives, and maps. Since the analysis will be retrospective, it will only include contracts, grants, supplies, and professional services, not labor costs. Currently, labor costs remain tracked only for AB 617-related work in West Oakland and Richmond-North Richmond-San Pablo and the Aclima work.

Moving forward, staff is working to improve location specific data. For example, all expenditures, including equipment, professional services, and labor utilizing Schedule X Community Monitoring fees will be trackable by community location, i.e., Benicia, Crockett, Martinez, Richmond/San Pablo, and Rodeo. Other programs will be reviewed to determine if location data can be better tracked. Future analysis of funding distributions will include location specific data for the Community Monitoring Program and other location data where we are able to improve location data in specific programs.

More detailed information on the *Transparent & Equitable Funding Project* has been shared with this committee in an April 2021 report to this committee, and will be covered briefly in the May 19, 2021 staff presentation.

**County Demographic Data**

County-level demographic data for the San Francisco Bay Area is provided in Table 4 below. Data for Solano and Sonoma Counties is based on county-wide populations. The legal boundary of the Bay Area Air Quality Management District includes all of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara Counties, but only southwestern Solano County and southern Sonoma County.

**Table 4. SF Bay Area County Demographic Data, 2019**

	Total Population	White*	Black/ African American*	American Indian, Alaska Native*	Asian*	Native Hawaiian, Pacific Islander*	Two or More Races*	Hispanic or Latino (of any race)
Alameda	1,656,754	31.4%	10.3%	0.3%	29.9%	0.8%	4.5%	22.4%
Contra Costa	1,142,251	43.8%	8.4%	0.2%	16.5%	0.5%	4.7%	25.6%
Marin	259,943	71.2%	2.1%	0.2%	5.8%	0.1%	3.8%	16.0%
Napa	139,623	52.4%	2.0%	0.3%	8.0%	0.2%	2.6%	34.1%
San Francisco	874,961	40.5%	5.0%	0.2%	34.1%	0.3%	4.2%	15.2%
San Mateo	767,423	39.2%	2.2%	0.2%	28.3%	1.3%	4.0%	24.4%
Santa Clara	1,927,470	31.5%	2.3%	0.2%	36.3%	0.3%	3.6%	25.5%
Solano	441,829	38.0%	13.5%	0.3%	15.0%	0.9%	5.5%	26.5%
Sonoma	499,772	63.2%	1.5%	0.5%	4.0%	0.3%	3.3%	26.7%

Source: 2019 U.S. Census Bureau American Community Survey, 5-year estimates data profile

\*Not Hispanic or Latino

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Christy Riviere

Reviewed by: Ila Perkins, Tim Williams, Greg Nudd, and Veronica Eady

ADMINISTRATION COMMITTEE  
MEETING OF 05/19/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Direction on Community Tour Protocol

---

**RECOMMENDED ACTION**

The Air District requests direction from the Administration Committee on a protocol for Air District led Community Tours.

**BACKGROUND**

Community tours are a valuable way to increase understanding of communities most directly impacted by multiple sources of toxics and pollution. Tours often include visits to polluting industry, such as oil refineries, ports, recycling facilities, cement plants, rail yards and other sources of pollution and the residential communities near the pollution sources. During tours, Air District staff, board members and stakeholders meet local leaders and advocates, hear personal stories from the people living in the communities and about how pollution is impacting the health of their families and neighbors. Tours often include visits to local assets that make communities a great place to live as well as an introduction to local advocacy and community organizing efforts to improve air quality.

**DISCUSSION**

Community tours are an important way to improve understanding of environmental justice communities in the Bay Area and the lived experiences of residents who live those communities. Staff support community tours as a tool for internal capacity building and recognize a need for developing an internal protocol. The Administrative Committee can benefit from the development of a comprehensive protocol for community tours by weighing in on elements of the protocol, such as Board member inclusion, communication and outreach, support to community leaders and more.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kristen Law  
Reviewed by: Veronica Eady

ADMINISTRATION COMMITTEE  
MEETING OF 05/19/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Community Benefit Fund

---

RECOMMENDED ACTION

The Committee will consider recommending a modification to the Proposed Fiscal Year Ending (FYE) 2022 budget Reserves Designations to increase the Community Benefit designation.

DISCUSSION

At the May 5, 2021, Board of Directors hearing on the proposed FYE 2022 budget, the Board expressed a desire to consider increasing the Community Benefit reserves designation from \$1M to \$3M. Staff will present a modified proposed reserves designation for consideration.

Staff will work with the Community Equity, Health and Justice Committee to develop and implement a budget for the Community Benefit Fund.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Jeff McKay



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Cost Recovery

---

RECOMMENDED ACTION

The Committee will consider next steps to reach full Cost Recovery.

DISCUSSION

At the May 5, 2021, meeting of the Board of Directors, the Board expressed a desire to further consider the path to full Cost Recovery and the possibility of a shortened time frame to meet this goal.

Staff will also suggest next steps that will review options for the Air District to reach full Cost Recovery.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Jeff McKay

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Review Workplan to Initiate Management Audit

---

RECOMMENDED ACTION

The Committee will consider recommending approval of the proposed Workplan and scope of work to procure services for a management audit.

BACKGROUND

While considering the Fiscal Year Ending (FYE) 2022 budget, the Board directed staff to prepare a plan for review by the Committee to procure services for a management audit.

DISCUSSION

As part of its meeting, the Committee will review and discuss the proposed workplan and scope of work for a management audit.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: John Chiladakis

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 14, 2021

Re: Employee Recruitment Rate

---

RECOMMENDED ACTION

None; receive and file.

DISCUSSION

At the May 5, 2021, meeting of the Board of Directors, the Board expressed a desire to receive a report on the expected Fiscal Year Ending (FYE) 2022 employee recruitment rate.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: John Chiladakis

**COMMITTEE CHAIR SUMMARY REPORT OF THE LEGISLATIVE COMMITTEE**

(Co-Chairs: Margaret Abe-Koga and Pauline Russo Cutter)

The Legislative Committee met on Wednesday, May 19, 2021, and approved the minutes of April 21, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee then received and discussed the staff presentation *Sacramento Legislative Budget Update*. Alan Abbs, Legislative Officer, provided an update on the Governor's May revision to the Proposed 2021-2022 State Budget, including: timeline; \$100 billion California Comeback Plan; funding for Air District programs; other notable funded programs (Zero-Emission Vehicles strategy and energy).

The Committee then received and discussed a status update from Mr. Abbs on the status of Air District – Sponsored Bill **Assembly Bill 762 (Lee & C. Garcia) – Hazardous Emissions and Substances: School Sites; Private and Charter Schools**, which would require that private schools and charter schools meet the same siting requirements as public schools.

The Committee then received and discussed an update from Mr. Abbs on the consideration of new bills. Mr. Abbs spoke of eleven bills that the Air District is monitoring and asked the Committee to consider recommending the Board adopts the position of SUPPORT on Senate Bill 771 (Becker.) This bill, on or after January 1, 2022, would: provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor

[OVER]

vehicle sold to a qualified buyer; provide that this exemption does not apply to specified state sales and use taxes from which the proceeds are deposited into the Local Revenue Fund, the Local Revenue Fund 2011, or the Local Public Safety Fund; specify that this exemption does not apply to local sales and use taxes or transactions and use taxes; and take effect immediately as a tax levy. Mr. Abbs reported that he was asked by Senator Becker to give witness testimony, which included the Air District's Clean Cars for All program and equity goals until the Committee recommended that the Board take a position on this bill. The Committee recommends the Board:

1. Adopt the position of **SUPPORT** on Senate Bill 771 (Becker.)

Finally, the Committee received and discussed status updates from Mr. Abbs on the following federal bills: House of Representatives Bill 1512 (Pallone) - Climate Leadership and Environmental Action for our Nation's Future Act; Senate Bill 1202 (Carper) - Reconnecting Communities Act; Senate Bill 1271 (Padilla) - Clean Commute for Kids Act of 2021; and House of Representatives Bill 2021 (DeSaulnier) - Clean Corridors Act of 2021. Mr. Abbs also described the Air District's involvement with appropriations bills, support for hydrogen vehicle infrastructure earmarks, and Congressman DeSaulnier's carbon capture and storage related to refineries.

The next meeting of this Committee will be held on Wednesday, June 16, 2021, at 1:00 p.m. via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. I move that the Board approves the Committee's recommended action. This concludes the Chair's Report of the Legislative Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Legislative Committee Meeting of May 19, 2021

**RECOMMENDED ACTIONS**

The Legislative Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) State Legislative Budget Update;
  - 1) None; receive and file.
- B) Air District-Sponsored Bill;
  - 1) None; receive and file.
- C) ACTION REQUESTED: State Legislative Update and Consideration of New Bills; and
  - 1) The Legislative Committee (Committee) will discuss and review bills and take positions where appropriate.  
  
Staff recommends support positions on the follow bill: SB 771 (Becker) – Sales and Use Tax Law: zero emissions vehicle exemption.
- D) Federal Legislative Update.
  - 1) None; receive and file.

**BACKGROUND**

The Committee met on Wednesday, May 19, 2021, and received the following reports:

- A) State Legislative Budget Update;
- B) Air District-Sponsored Bill;

- C) State Legislative Update and Consideration of New Bills; and
- D) Federal Legislative Update.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None;
- C) None; and
- D) None;

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

Attachment 21.2A: 05/19/2021 – Legislative Committee Meeting Agenda #3  
Attachment 21.2B: 05/19/2021 – Legislative Committee Meeting Agenda #4  
Attachment 21.2C: 05/19/2021 – Legislative Committee Meeting Agenda #5  
Attachment 21.2D: 05/19/2021 – Legislative Committee Meeting Agenda #6

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Margaret Abe-Koga and Pauline Russo Cutter, and Members of the Legislative Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 13, 2021

Re: State Legislative Budget Update

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

On January 8, 2021, Governor Newsom released his initial Fiscal Year (FY) 2021-2022 Budget. The "May Revise" will be released no later than May 15, 2021.

DISCUSSION

Staff will provide a verbal update of the Governor's May Revision to the FY 2021-2022 Budget.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Jack P. Broadbent



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Margaret Abe-Koga and Pauline Russo Cutter, and Members of the Legislative Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 13, 2021

Re: Air District-Sponsored Bill

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

**Assembly Bill (AB) 762 (Lee and C. Garcia) – *Hazardous emissions and substances: schoolsites: private and charter schools.***

Prior to constructing a new public school, a school district must go through a California Environmental Quality Act (CEQA) process that requires (in the Education Code and Public Resources Code) dialog with their local air district, identification of sources of air pollution nearby, and a thoughtful determination that the nearby sources of pollution do not pose a threat to the future students or employees. While private schools perform CEQA, they are not required to make a similar declaration prior to construction of a school. As we see more infill development in California, including development of old industrial sites, it will be important to ensure that our children have an opportunity to attend schools with a healthy learning environment.

DISCUSSION

AB 762 was introduced by Assembly Members Alex Lee and Cristina Garcia on February 16, 2021 and was referred to Assembly Environmental Safety and Toxic Materials and Assembly Education. It was heard in Assembly Environmental Safety and Toxic Materials on April 7, 2021. It received a vote in favor of 6-0 and was referred to Assembly Education. The bill was then heard in Assembly Education on April 28, 2021. With the Assembly Education Committee accepting the recommended amendments, the bill received a vote in favor of 5-1 and was referred to Assembly Appropriations Committee.

Per the Assembly Education Committee analysis, the registered support and opposition for the bill is listed in the table below:

**Support**

Bay Area Air Quality Management District (sponsor)  
California Air Pollution Control Officers Association  
California Association of Private School Organizations  
California Safe Schools  
County of San Diego  
Los Angeles County Office of Education

**Opposition**

None

The South Coast Air Quality Management District also submitted an interim letter of support until their Governing Board finalizes its position on this bill at its next meeting on May 7, 2021.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alan Abbs

Reviewed by: Jack P. Broadbent

Attachment 4A: AB 762 (Lee and C. Garcia) – Current Bill Text

Attachment 4B: AB 762 (Lee and C. Garcia) – Bay Area Air Quality Management District – Sponsor Letter

Attachment 4C: AB 762 (Lee and C. Garcia) – South Coast Air Quality Management District – Interim Support Letter

AMENDED IN ASSEMBLY MAY 4, 2021

AMENDED IN ASSEMBLY MARCH 30, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

**ASSEMBLY BILL**

**No. 762**

**Introduced by Assembly Members Lee and Cristina Garcia**  
**(Coauthors: Assembly Members Kalra and Bauer-Kahan)**  
*(Coauthor: Senator Gonzalez)*

February 16, 2021

An act to amend Sections 17212, 17213, ~~17213.1~~ 17213.1, 17251, and 17268 of, and to add Article 3 (commencing with Section 17235) to Chapter 1 of Part 10.5 of Division 1 of Title 1 of, the Education Code, to amend Section 21151.8 of the Public Resources Code, and to amend Section 1612 of the Public Utilities Code, relating to schoolsites.

LEGISLATIVE COUNSEL'S DIGEST

AB 762, as amended, Lee. Hazardous emissions and substances: schoolsites: private and charter schools.

(1) The California Environmental Quality Act (CEQA) requires a lead agency to prepare, or cause to be prepared by contract, and certify the completion of, an environmental impact report on a project, as defined, that it proposes to carry out or approve that may have a significant effect on the environment, or to adopt a negative declaration if it finds that the project will not have that effect. CEQA prohibits an environmental impact report or negative declaration from being approved for any project involving the purchase of a schoolsite or the construction of a new elementary or secondary school by a school district unless specified conditions are met, relating to, among other things, whether the property is located on a current or former hazardous

waste disposal site or solid waste disposal site, a hazardous substance release site, or a site that contains a pipeline that carries specified substances, and the property's proximity to facilities that might reasonably be anticipated to emit hazardous emissions or handle hazardous or extremely hazardous substances or waste, as provided.

This bill would prohibit an environmental impact report or negative declaration from being approved for a project involving the purchase of a schoolsite or the construction of a new elementary or secondary school by a charter school, unless those specified conditions are met. By imposing new requirements on school districts, charter schools, lead agencies, cities, and counties, the bill would impose a state-mandated local program.

(2) Existing law prohibits the governing board of a school district from approving a project for the acquisition of a schoolsite unless specified conditions are met, including, among others, that the school district, as the lead agency, determines that the property to be purchased or built upon is not the site of a current or former hazardous waste disposal site or solid waste disposal site, a hazardous substance release site, or a site that contains a pipeline that carries specified substances, and that the school district, as the lead agency, has not identified specified facilities within  $\frac{1}{4}$  of one mile of the proposed schoolsite that might reasonably be anticipated to emit hazardous air emissions or handle hazardous or extremely hazardous materials, substances, or waste, as provided.

This bill would impose that prohibition on the governing body of a charter school and would require the determination and identification described above to be made by the lead agency. The bill would impose that prohibition, and related requirements, additionally on a private school. By imposing new requirements on school districts, charter schools, lead agencies, cities, and counties, the bill would impose a state-mandated local program.

(3) *Existing law requires the State Department of Education, upon the request of the governing board of a school district, to advise the governing board on the acquisition of new schoolsites, as specified.*

*This bill would require the department to additionally advise the governing body of a charter school, upon the request of the governing body, on the acquisition of new schoolsites, as specified.*

(3)

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Section 17212 of the Education Code is amended  
2 to read:

3     17212. (a) (1) The governing board of a school district, prior  
4 to district, or the governing body of a charter school, before  
5 acquiring any site on which it proposes to construct any school  
6 building as defined in Section 17283 shall have the site, or sites,  
7 under consideration investigated by competent personnel to ensure  
8 that the final site selection is determined by an evaluation of all  
9 factors affecting the public interest and is not limited to selection  
10 on the basis of raw land cost only. If the prospective school site is  
11 located within the boundaries of any special studies zone or within  
12 an area designated as geologically hazardous in the safety element  
13 of the local general plan as provided in subdivision (g) of Section  
14 65302 of the Government Code, the investigation shall include  
15 any geological and soil engineering studies by competent personnel  
16 needed to provide an assessment of the nature of the site and  
17 potential for earthquake or other geologic hazard damage.

18     ~~The~~

19     (2) The geological and soil engineering studies of the site shall  
20 be of such a nature as that will preclude siting of a school in any  
21 location where the geological and site characteristics are such that  
22 the construction effort required to make the school building safe  
23 for occupancy is economically unfeasible. No studies are required  
24 to be made if the site or sites under consideration have been the  
25 subject of adequate prior studies. The evaluation shall also include  
26 location of the site with respect to population, transportation, water

1 supply, waste disposal facilities, utilities, traffic hazards, surface  
2 drainage conditions, and other factors affecting the operating costs,  
3 as well as the initial costs, of the total project.

4 ~~For~~

5 ~~(b) For the purposes of this article, a special studies zone is~~  
6 ~~“special studies zone” means an area which that is identified as~~  
7 ~~a special studies zone on any map, or maps, compiled by the State~~  
8 ~~Geologist pursuant to Chapter 7.5 (commencing with Section 2621)~~  
9 ~~of Division 2 of the Public Resources Code.~~

10 SECTION 4.

11 SEC. 2. Section 17213 of the Education Code is amended to  
12 read:

13 17213. (a) The governing board of a school district or the  
14 governing body of a charter school shall not approve a project  
15 involving the acquisition of a schoolsite by a school district or  
16 charter school, unless all of the following occur:

17 (1) The lead agency, as defined in Section 21067 of the Public  
18 Resources Code, determines that the property purchased or to be  
19 built upon is not any of the following:

20 (A) The site of a current or former hazardous waste disposal  
21 site or solid waste disposal site, unless, if the site was a former  
22 solid waste disposal site, the governing board of the school district  
23 or the governing body of a charter school concludes that the wastes  
24 have been removed.

25 (B) A hazardous substance release site identified by the  
26 Department of Toxic Substances Control in a current list adopted  
27 pursuant to Section 25356 of the Health and Safety Code for  
28 removal or remedial action pursuant to Chapter 6.8 (commencing  
29 with Section 25300) of Division 20 of the Health and Safety Code.

30 (C) A site that contains one or more pipelines, situated  
31 underground or aboveground, that carries hazardous substances,  
32 extremely hazardous substances, or hazardous wastes, unless the  
33 pipeline is a natural gas line that is used only to supply natural gas  
34 to that school or neighborhood.

35 (2) The lead agency, as defined in Section 21067 of the Public  
36 Resources Code, in preparing the environmental impact report or  
37 negative declaration has consulted with the administering agency  
38 in which the proposed schoolsite is located, pursuant to Section  
39 2735.3 of Title 19 of the California Code of Regulations, and with  
40 any air pollution control district or air quality management district

1 having jurisdiction in the area, to identify both permitted and  
2 nonpermitted facilities within that district's authority, including,  
3 but not limited to, freeways and other busy traffic corridors, large  
4 agricultural operations, and railyards, within one-fourth of one  
5 mile of the proposed schoolsite, that might reasonably be  
6 anticipated to emit hazardous air emissions, or to handle hazardous  
7 or extremely hazardous materials, substances, or waste. The lead  
8 agency shall include a list of the locations for which information  
9 is sought.

10 (3) The governing board of the school district or the governing  
11 body of a charter school makes one of the following written  
12 findings:

13 (A) Consultation identified none of the facilities or significant  
14 pollution sources specified in paragraph (2).

15 (B) The facilities or other pollution sources specified in  
16 paragraph (2) exist, but one of the following conditions applies:

17 (i) The health risks from the facilities or other pollution sources  
18 do not and will not constitute an actual or potential endangerment  
19 of public health to persons who would attend or be employed at  
20 the school.

21 (ii) The governing board of a school district or the governing  
22 body of a charter school finds that corrective measures required  
23 under an existing order by another governmental entity that has  
24 jurisdiction over the facilities or other pollution sources will, before  
25 the school is occupied, result in the mitigation of all chronic or  
26 accidental hazardous air emissions to levels that do not constitute  
27 an actual or potential endangerment of public health to persons  
28 who would attend or be employed at the proposed school. If the  
29 governing board of a school district or the governing body of a  
30 charter school makes this finding, the governing board of a school  
31 district or governing body of a charter school shall also make a  
32 subsequent finding, before occupancy of the school, that the  
33 emissions have been mitigated to these levels.

34 (iii) For a schoolsite with a boundary that is within 500 feet of  
35 the edge of the closest traffic lane of a freeway or other busy traffic  
36 corridor, the governing board of the school district or the governing  
37 body of a charter school determines, through analysis pursuant to  
38 paragraph (2) of subdivision (b) of Section 44360 of the Health  
39 and Safety Code, based on appropriate air dispersion modeling,  
40 and after considering any potential mitigation measures, that the

1 air quality at the proposed site is such that neither short-term nor  
2 long-term exposure poses significant health risks to pupils.

3 (iv) The governing board of a school district or the governing  
4 body of a charter school finds that the conditions set forth in clause  
5 (ii) or (iii) cannot be met, and the school district or charter school  
6 is unable to locate an alternative site that is suitable due to a severe  
7 shortage of sites that meet the requirements in subdivision (a). If  
8 the governing board of a school district or the governing body of  
9 a charter school makes this finding, the governing board of a school  
10 district or the governing body of a charter school shall adopt a  
11 statement of overriding considerations pursuant to Section 15093  
12 of Title 14 of the California Code of Regulations.

13 (b) For purposes of this section, the following definitions apply:

14 (1) “Administering agency” means an agency designated  
15 pursuant to Section 25502 of the Health and Safety Code.

16 (2) “Extremely hazardous substance” means a material defined  
17 pursuant to paragraph (2) of subdivision (j) of Section 25532 of  
18 the Health and Safety Code.

19 (3) “Facilities” means a source with a potential to use, generate,  
20 emit, or discharge hazardous air pollutants, including, but not  
21 limited to, pollutants that meet the definition of a hazardous  
22 substance, and whose process or operation is identified as an  
23 emission source pursuant to the most recent list of source categories  
24 published by the State Air Resources Board.

25 (4) “Freeway or other busy traffic corridor” means those  
26 roadways that, on an average day, have traffic in excess of 50,000  
27 vehicles in a rural area, as defined in Section 50101 of the Health  
28 and Safety Code, and 100,000 vehicles in an urban area, as defined  
29 in Section 50104.7 of the Health and Safety Code.

30 (5) “Handle” means handle as defined in Article 1 (commencing  
31 with Section 25500) of Chapter 6.95 of Division 20 of the Health  
32 and Safety Code.

33 (6) “Hazardous air emissions” means emissions into the ambient  
34 air of air contaminants that have been identified as a toxic air  
35 contaminant by the State Air Resources Board or by the air  
36 pollution control officer for the jurisdiction in which the project  
37 is located. As determined by the air pollution control officer,  
38 hazardous air emissions also means emissions into the ambient air  
39 from any substance identified in subdivisions (a) to (f), inclusive,  
40 of Section 44321 of the Health and Safety Code.



1 (7) "Hazardous substance" means a substance defined in Section  
2 25316 of the Health and Safety Code.

3 (8) "Hazardous waste" means a waste defined in Section 25117  
4 of the Health and Safety Code.

5 (9) "Hazardous waste disposal site" means a site defined in  
6 Section 25114 of the Health and Safety Code.

7 ~~SEC. 2.~~

8 *SEC. 3.* Section 17213.1 of the Education Code is amended to  
9 read:

10 17213.1. As a condition of receiving state funding pursuant to  
11 Chapter 12.5 (commencing with Section 17070.10), the governing  
12 board of a school district shall comply with subdivision (a), and  
13 is not required to comply with paragraph (1) of subdivision (a) of  
14 Section 17213, ~~prior to~~ *before* the acquisition of a schoolsite, or  
15 if the school district owns or leases a schoolsite, ~~prior to~~ *before*  
16 the construction of a project.

17 (a) ~~Prior to~~ *Before* acquiring a schoolsite, the governing board  
18 shall contract with an environmental assessor to supervise the  
19 preparation of, and sign, a Phase I environmental assessment of  
20 the proposed schoolsite unless the governing board decides to  
21 proceed directly to a preliminary endangerment assessment, in  
22 which case it shall comply with paragraph (4).

23 (1) The Phase I environmental assessment shall contain one of  
24 the following recommendations:

25 (A) A further investigation of the site is not required.

26 (B) A preliminary endangerment assessment is needed, including  
27 sampling or testing, to determine the following:

28 (i) If a release of hazardous material has occurred and, if so, the  
29 extent of the release.

30 (ii) If there is the threat of a release of hazardous materials.

31 (iii) If a naturally occurring hazardous material is present.

32 (2) If the Phase I environmental assessment concludes that  
33 further investigation of the site is not required, the signed  
34 assessment, proof that the environmental assessor meets the  
35 qualifications specified in subdivision (b) of Section 17210, and  
36 the renewal fee shall be submitted to the Department of Toxic  
37 Substances Control. The Department of Toxic Substances Control  
38 shall conduct its review and approval, within 30 calendar days of  
39 its receipt of that assessment, proof of qualifications, and the  
40 renewal fee. In those instances in which the Department of Toxic

1 Substances Control requests additional information after receipt  
2 of the Phase I environmental assessment pursuant to paragraph  
3 (3), the Department of Toxic Substances Control shall conduct its  
4 review and approval within 30 calendar days of its receipt of the  
5 requested additional information. If the Department of Toxic  
6 Substances Control concurs with the conclusion of the Phase I  
7 environmental assessment that a further investigation of the site  
8 is not required, the Department of Toxic Substances Control shall  
9 approve the Phase I environmental assessment and shall notify, in  
10 writing, the State Department of Education and the governing  
11 board of the school district of the approval.

12 (3) If the Department of Toxic Substances Control determines  
13 that the Phase I environmental assessment is not complete or  
14 disapproves the Phase I environmental assessment, the department  
15 shall inform the school district of the decision, the basis for the  
16 decision, and actions necessary to secure department approval of  
17 the Phase I environmental assessment. The school district shall  
18 take actions necessary to secure the approval of the Phase I  
19 environmental assessment, elect to conduct a preliminary  
20 endangerment assessment, or elect not to pursue the acquisition  
21 or the construction project. To facilitate completion of the Phase  
22 I environmental assessment, the information required by this  
23 paragraph may be provided by telephonic or electronic means.

24 (4) (A) If the Department of Toxic Substances Control  
25 concludes after its review of a Phase I environmental assessment  
26 pursuant to this section that a preliminary endangerment assessment  
27 is needed, the Department of Toxic Substances Control shall notify,  
28 in writing, the State Department of Education and the governing  
29 board of the school district of that decision and the basis for that  
30 decision. The school district shall submit to the State Department  
31 of Education the Phase I environmental assessment and requested  
32 additional information, if any, that was reviewed by the Department  
33 of Toxic Substances Control pursuant to ~~that subparagraph~~  
34 *paragraphs (2) and (3)*. Submittal of the Phase I assessment and  
35 additional information, if any, to the State Department of Education  
36 shall be ~~prior to~~ *before* the State Department of ~~Education~~  
37 *Education's* issuance of final site or plan approvals ~~affect~~ *affected*  
38 by that Phase I assessment.

39 (B) If the Phase I environmental assessment concludes that a  
40 preliminary endangerment assessment is needed, or if the

1 Department of Toxic Substances Control concludes after it reviews  
2 a Phase I environmental assessment pursuant to this section that  
3 a preliminary endangerment assessment is needed, the school  
4 district shall either contract with an environmental assessor to  
5 supervise the preparation of, and sign, a preliminary endangerment  
6 assessment of the proposed schoolsite and enter into an agreement  
7 with the Department of Toxic Substances Control to oversee the  
8 preparation of the preliminary endangerment assessment or elect  
9 not to pursue the acquisition or construction project. The agreement  
10 entered into with the Department of Toxic Substances Control may  
11 be entitled an “Environmental Oversight Agreement” and shall  
12 reference this paragraph. A school district may, with the  
13 concurrence of the Department of Toxic Substances Control, enter  
14 into an agreement with the Department of Toxic Substances  
15 Control to oversee the preparation of a preliminary endangerment  
16 assessment without first having prepared a Phase I environmental  
17 assessment. Upon request from the school district, the Director of  
18 the Department of Toxic Substances Control shall exercise its  
19 authority to designate a person to enter the site and inspect and  
20 obtain samples pursuant to Section 25358.1 of the Health and  
21 Safety Code, if the director determines that the exercise of that  
22 authority will assist in expeditiously completing the preliminary  
23 endangerment assessment. The preliminary endangerment  
24 assessment shall contain one of the following conclusions:

- 25 (i) A further investigation of the site is not required.
- 26 (ii) A release of hazardous materials has occurred, and if so, the  
27 extent of the release, that there is the threat of a release of  
28 hazardous materials, or that a naturally occurring hazardous  
29 material is present, or any combination thereof.

30 (5) The school district shall submit the preliminary  
31 endangerment assessment to the Department of Toxic Substances  
32 Control for its review and approval and to the State Department  
33 of Education for its files. The school district may entitle a document  
34 that is meant to fulfill the requirements of a preliminary  
35 endangerment assessment a “preliminary environmental  
36 assessment” and that document shall be deemed to be a preliminary  
37 endangerment assessment if it specifically refers to the statutory  
38 provisions whose requirements it intends to meet and the document  
39 meets the requirements of a preliminary endangerment assessment.

1 (6) At the same time a school district submits a preliminary  
2 endangerment assessment to the Department of Toxic Substances  
3 Control pursuant to paragraph (5), the school district shall publish  
4 a notice that the assessment has been submitted to the department  
5 in a local newspaper of general circulation, and shall post the notice  
6 in a prominent manner at the proposed schoolsite that is the subject  
7 of that notice. The notice shall state the school district's  
8 determination to make the preliminary endangerment assessment  
9 available for public review and comment pursuant to subparagraph  
10 (A) or (B):

11 (A) If the school district chooses to make the assessment  
12 available for public review and comment pursuant to this  
13 subparagraph, it shall offer to receive written comments for a  
14 period of at least 30 calendar days after the assessment is submitted  
15 to the Department of Toxic Substances Control, commencing on  
16 the date the notice is originally published, and shall hold a public  
17 hearing to receive further comments. The school district shall make  
18 all of the following documents available to the public upon request  
19 through the time of the public hearing:

20 (i) The preliminary endangerment assessment.

21 (ii) The changes requested by the Department of Toxic  
22 Substances Control for the preliminary endangerment assessment,  
23 if any.

24 (iii) Any correspondence between the school district and the  
25 Department of Toxic Substances Control that relates to the  
26 preliminary endangerment assessment.

27 For the purposes of this subparagraph, the notice of the public  
28 hearing shall include the date and location of the public hearing,  
29 and the location where the public may review the documents  
30 described in clauses (i) to (iii), inclusive. If the preliminary  
31 endangerment assessment is revised or altered following the public  
32 hearing, the school district shall make those revisions or alterations  
33 available to the public. The school district shall transmit a copy  
34 of all public comments received by the school district on the  
35 preliminary endangerment assessment to the Department of Toxic  
36 Substances Control. The Department of Toxic Substances Control  
37 shall complete its review of the preliminary endangerment  
38 assessment and public comments received thereon and shall either  
39 approve or disapprove the assessment within 30 calendar days of  
40 the close of the public review period. If the Department of Toxic

1 Substances Control determines that it is likely to disapprove the  
2 assessment ~~prior to~~ *before* its receipt of the public comments, it  
3 shall inform the school district of that determination and of any  
4 action that the school district is required to take for the Department  
5 of Toxic Substances Control to approve the assessment.

6 (B) If the school district chooses to make the preliminary  
7 endangerment assessment available for public review and comment  
8 pursuant to this subparagraph, the Department of Toxic Substances  
9 Control shall complete its review of the assessment within 60  
10 calendar days of receipt of the assessment and shall either return  
11 the assessment to the school district with comments and requested  
12 modifications or requested further assessment or concur with the  
13 adequacy of the assessment pending review of public comment.  
14 If the Department of Toxic Substances Control concurs with the  
15 adequacy of the assessment, and the school district proposes to  
16 proceed with site acquisition or a construction project, the school  
17 district shall make the assessment available to the public on the  
18 same basis and at the same time it makes available the draft  
19 environmental impact report or negative declaration pursuant to  
20 the California Environmental Quality Act (Division 13  
21 (commencing with Section 21000) of the Public Resources Code)  
22 for the site, unless the document developed pursuant to the  
23 California Environmental Quality Act (Division 13 (commencing  
24 with Section 21000) of the Public Resources Code) will not be  
25 made available until more than 90 days after the assessment is  
26 approved, in which case the school district shall, within 60 days  
27 of the approval of the assessment, separately publish a notice of  
28 the availability of the assessment for public review in a local  
29 newspaper of general circulation. The school district shall hold a  
30 public hearing on the preliminary endangerment assessment and  
31 the draft environmental impact report or negative declaration at  
32 the same time, pursuant to the California Environmental Quality  
33 Act (Division 13 (commencing with Section 21000) of the Public  
34 Resources Code). All public comments pertaining to the  
35 preliminary endangerment assessment shall be forwarded to the  
36 Department of Toxic Substances Control immediately. The  
37 Department of Toxic Substances Control shall review the public  
38 comments forwarded by the school district and shall approve or  
39 disapprove the preliminary endangerment assessment within 30

1 days of the district’s approval action of the environmental impact  
2 report or the negative declaration.

3 (7) The school district shall comply with the public participation  
4 requirements of Sections 25358.7 and 25358.7.1 of the Health and  
5 Safety Code and other applicable provisions of the state act with  
6 respect to those response actions only if further response actions  
7 beyond a preliminary endangerment assessment are required and  
8 the district determines that it will proceed with the acquisition or  
9 construction project.

10 (8) If the Department of Toxic Substances Control disapproves  
11 the preliminary endangerment assessment, it shall inform the  
12 district of the decision, the basis for the decision, and actions  
13 necessary to secure the Department of Toxic Substances Control  
14 approval of the assessment. The school district shall take actions  
15 necessary to secure the approval of the Department of Toxic  
16 Substances Control of the preliminary endangerment assessment  
17 or elect not to pursue the acquisition or construction project.

18 (9) If the preliminary endangerment assessment determines that  
19 a further investigation of the site is not required and the Department  
20 of Toxic Substances Control approves this determination, it shall  
21 notify the State Department of Education and the school district  
22 of its approval. The school district may then proceed with the  
23 acquisition or construction project.

24 (10) If the preliminary endangerment assessment determines  
25 that a release of hazardous material has occurred, that there is the  
26 threat of a release of hazardous materials, that a naturally occurring  
27 hazardous material is present, or any combination thereof, that  
28 requires further investigation, and the Department of Toxic  
29 Substances Control approves this determination, the school district  
30 may elect not to pursue the acquisition or construction project. If  
31 the school district elects to pursue the acquisition or construction  
32 project, it shall do all of the following:

33 (A) Prepare a financial analysis that estimates the cost of  
34 response action that will be required at the proposed schoolsite.

35 (B) Assess the benefits that accrue from using the proposed  
36 schoolsite when compared to the use of alternative schoolsites, if  
37 any.

38 (C) Obtain the approval of the State Department of Education  
39 that the proposed schoolsite meets the schoolsite selection standards

1 adopted by the State Department of Education pursuant to  
2 subdivision (b) of Section 17251.

3 (D) Evaluate the suitability of the proposed schoolsite in light  
4 of the recommended alternative schoolsite locations in order of  
5 merit if the school district has requested the assistance of the State  
6 Department of Education, based upon the standards of the State  
7 Department of Education, pursuant to subdivision (a) of Section  
8 17251.

9 (11) The school district shall reimburse the Department of Toxic  
10 Substances Control for all of the department's response costs.

11 (b) The costs incurred by the school districts when complying  
12 with this section are allowable costs for purposes of an applicant  
13 under Chapter 12.5 (commencing with Section 17070.10) of Part  
14 10 and may be reimbursed in accordance with Section 17072.13.

15 (c) A school district that releases a Phase I environmental  
16 assessment, a preliminary endangerment assessment, or information  
17 concerning either of these assessments, any of which is required  
18 by this section, may not be held liable in any action filed against  
19 the school district for making either of these assessments available  
20 for public review.

21 (d) The changes made to this section by the act amending this  
22 section during the 2001 portion of the 2001-02 Regular Session  
23 *Chapter 865 of the Statutes of 2001* do not apply to a schoolsite  
24 acquisition project or a school construction project, if either of the  
25 following occurred on or before the effective date of the act  
26 amending this section during the 2001 portion of the 2001-02  
27 Regular Session: *October 14, 2001*:

28 (1) The final preliminary endangerment assessment for the  
29 project was approved by the Department of Toxic Substances  
30 Control pursuant to this section as this section read on the date of  
31 the approval.

32 (2) The school district seeking state funding for the project  
33 completed a public hearing for the project pursuant to this section,  
34 as this section read on the date of the hearing.

35 ~~SEC. 3.~~

36 ~~SEC. 4.~~ Article 3 (commencing with Section 17235) is added  
37 to Chapter 1 of Part 10.5 of Division 1 of Title 1 of the Education  
38 Code, to read:

Article 3. Private School Schoolsites

1  
2  
3 17235. (a) For purposes of this section, the following  
4 definitions apply:  
5 (1) “Administering agency” means an agency authorized  
6 pursuant to Section 25502 of the Health and Safety Code to  
7 implement and enforce Chapter 6.95 (commencing with Section  
8 25500) of Division 20 of the Health and Safety Code.  
9 (2) “Extremely hazardous substance” has the same meaning as  
10 defined in paragraph (2) of subdivision (j) of Section 25532 of the  
11 Health and Safety Code.  
12 (3) “Facilities” means a source with a potential to use, generate,  
13 emit, or discharge hazardous air pollutants, including, but not  
14 limited to, pollutants that meet the definition of a hazardous  
15 substance, and whose process or operation is identified as an  
16 emission source pursuant to the most recent list of source categories  
17 published by the State Air Resources Board.  
18 (4) “Freeway or other busy traffic corridor” means those  
19 roadways that, on an average day, have traffic in excess of 50,000  
20 vehicles in a rural area, as defined in Section 50101 of the Health  
21 and Safety Code, and 100,000 vehicles in an urban area, as defined  
22 in Section 50104.7 of the Health and Safety Code.  
23 (5) “Handle” has the same meaning as defined in Section 25501  
24 of the Health and Safety Code.  
25 (6) “Hazardous air emissions” means emissions into the ambient  
26 air of air contaminants that have been identified as a toxic air  
27 contaminant by the State Air Resources Board or by the air  
28 pollution control officer for the jurisdiction in which the project  
29 is located. As determined by the air pollution control officer,  
30 hazardous air emissions also means emissions into the ambient air  
31 from any substances identified in subdivisions (a) to (f), inclusive,  
32 of Section 44321 of the Health and Safety Code.  
33 (7) “Hazardous substance” has the same meaning as defined in  
34 Section 25316 of the Health and Safety Code.  
35 (8) “Hazardous waste” has the same meaning as defined in  
36 Section 25117 of the Health and Safety Code.  
37 (9) “Hazardous waste disposal site” has the same meaning as  
38 “disposal site,” as defined in Section 25114 of the Health and  
39 Safety Code.



1 (10) “Special studies zone” means an area that is identified as  
2 a special studies zone on any map, or maps, compiled by the State  
3 Geologist pursuant to Chapter 7.5 (commencing with Section 2621)  
4 of Division 2 of the Public Resources Code.

5 (b) The governing board of a private school shall not approve  
6 the acquisition or purchase of a schoolsite, or the construction of  
7 a new elementary or secondary school, by, or for use by, a private  
8 school unless all of the following occur:

9 (1) The city or county determines that the property proposed to  
10 be acquired or purchased, or to be constructed upon, is not any of  
11 the following:

12 (A) The site of a current or former hazardous waste disposal  
13 site or solid waste disposal site, unless, if the site was a former  
14 solid waste disposal site, the city or county concludes that the  
15 wastes have been removed.

16 (B) A hazardous substance release site identified by the  
17 Department of Toxic Substances Control in a current list adopted  
18 pursuant to Section 25356 of the Health and Safety Code for  
19 removal or remedial action pursuant to Chapter 6.8 (commencing  
20 with Section 25300) of Division 20 of the Health and Safety Code.

21 (C) A site that contains one or more pipelines, situated  
22 underground or aboveground, that carry hazardous substances,  
23 extremely hazardous substances, or hazardous wastes, unless the  
24 pipeline is a natural gas line that is used only to supply natural gas  
25 to that school or neighborhood, or other nearby schools.

26 (2) (A) The governing board has notified in writing and  
27 consulted with the administering agency in which the proposed  
28 schoolsite is located, and with any air pollution control district or  
29 air quality management district having jurisdiction in the area, to  
30 identify both permitted and nonpermitted facilities within that  
31 district’s authority, including, but not limited to, freeways or other  
32 busy traffic corridors, large agricultural operations, and railyards,  
33 within one-fourth of one mile of the proposed schoolsite, that might  
34 reasonably be anticipated to emit hazardous emissions or handle  
35 hazardous or extremely hazardous substances or waste. The  
36 notification by the governing board shall include a list of the  
37 locations for which information is sought.

38 (B) Each administering agency, air pollution control district, or  
39 air quality management district receiving written notification from  
40 a governing board to identify facilities pursuant to subparagraph

1 (A) shall provide the requested information and provide a written  
 2 response to the governing board within 30 days of receiving the  
 3 notification.

4 (3) The city or county makes one of the following written  
 5 findings:

6 (A) Consultation identified no facilities of the type specified in  
 7 paragraph (2) or other significant pollution sources.

8 (B) One or more facilities specified in paragraph (2) or other  
 9 pollution sources exist, but one of the following conditions applies:

10 (i) The health risks from the facilities or other pollution sources  
 11 do not and will not constitute an actual or potential endangerment  
 12 of public health to persons who would attend or be employed at  
 13 the proposed school.

14 (ii) Corrective measures required under an existing order by  
 15 another agency having jurisdiction over the facilities or other  
 16 pollution sources will, before the school is occupied, result in the  
 17 mitigation of all chronic or accidental hazardous air emissions to  
 18 levels that do not constitute an actual or potential endangerment  
 19 of public health to persons who would attend or be employed at  
 20 the proposed school. If the city or county makes a finding pursuant  
 21 to this clause, it shall also make a subsequent finding, before  
 22 occupancy of the school, that the emissions have been so mitigated.

23 (iii) For a schoolsite with a boundary that is within 500 feet of  
 24 the edge of the closest traffic lane of a freeway or other busy traffic  
 25 corridor, the city or county determines, through analysis pursuant  
 26 to paragraph (2) of subdivision (b) of Section 44360 of the Health  
 27 and Safety Code, based on appropriate air dispersion modeling,  
 28 and after considering any potential mitigation measures, that the  
 29 air quality at the proposed site is such that neither short-term nor  
 30 long-term exposure poses significant health risks to pupils.

31 (C) One or more facilities specified in paragraph (2) or other  
 32 pollution sources exist, but conditions in clause (i), (ii), or (iii) of  
 33 subparagraph (B) cannot be met, and the private school is unable  
 34 to locate an alternative site that is suitable due to a severe shortage  
 35 of sites that meet the requirements in this section.

36 (c) (1) *The governing board of a private school, before*  
 37 *acquiring any site on which it proposes to construct any school*  
 38 *building shall have the site, or sites, under consideration*  
 39 *investigated by competent personnel to ensure that the final site*  
 40 *selection is determined by an evaluation of all factors affecting*

1 *the public interest and is not limited to selection on the basis of*  
2 *raw land cost only. If the prospective schoolsite is located within*  
3 *the boundaries of any special studies zone or within an area*  
4 *designated as geologically hazardous in the safety element of the*  
5 *local general plan as provided in subdivision (g) of Section 65302*  
6 *of the Government Code, the investigation shall include any*  
7 *geological and soil engineering studies by competent personnel*  
8 *needed to provide an assessment of the nature of the site and*  
9 *potential for earthquake or other geologic hazard damage.*

10 (2) *The geological and soil engineering studies of the site shall*  
11 *be of a nature that will preclude siting of a school in any location*  
12 *where the geological and site characteristics are such that the*  
13 *construction effort required to make the school building safe for*  
14 *occupancy is economically unfeasible. No studies are required to*  
15 *be made if the site or sites under consideration have been the*  
16 *subject of adequate prior studies. The evaluation shall also include*  
17 *location of the site with respect to population, transportation,*  
18 *water supply, waste disposal facilities, utilities, traffic hazards,*  
19 *surface drainage conditions, and other factors affecting the*  
20 *operating costs, as well as the initial costs, of the total project.*

21 *SEC. 5. Section 17251 of the Education Code is amended to*  
22 *read:*

23 17251. The department shall:

24 (a) Upon the request of the governing board of a school district,  
25 district or the governing body of a charter school, advise the  
26 governing board of the school district or the governing body of  
27 the charter school on the acquisition of new schoolsites and, after  
28 a review of available plots, give the governing board of the school  
29 district or the governing body of the charter school in writing a  
30 list of the recommended locations in the order of their merit,  
31 considering especially the matters of educational merit, safety,  
32 reduction of traffic hazards, and conformity to the land use element  
33 in the general plan of the city, county, or city and county having  
34 jurisdiction. The governing board of the school district or the  
35 governing body of the charter school may purchase a site deemed  
36 unsuitable for school purposes by the department only after  
37 reviewing the report of the department on proposed sites at a public  
38 hearing. The department shall charge the school district or charter  
39 school a reasonable fee for each schoolsite reviewed not to exceed  
40 the actual administrative costs incurred for that purpose.

1 (b) Develop standards for use by a school district *or charter*  
 2 *school* in the selection of schoolsites, in accordance with the  
 3 objectives set forth in subdivision (a). The department shall  
 4 investigate complaints of noncompliance with site selection  
 5 standards, and shall notify the governing board of the school district  
 6 *or the governing body of the charter school* of the results of the  
 7 investigation. If that notification is received before the acquisition  
 8 of the site, the governing board of the school district *or the*  
 9 *governing body of the charter school* shall discuss the findings of  
 10 the investigation in a public hearing.

11 (c) Establish standards for use by school districts *and charter*  
 12 *schools* to ensure that the design and construction of school  
 13 facilities are educationally appropriate, promote school safety, and  
 14 provide school districts *and charter schools* with flexibility in  
 15 designing instructional facilities.

16 (d) Upon the request of the governing board of a school district,  
 17 *district or the governing body of a charter school*, review plans  
 18 and specifications for school buildings in the school district. *district*  
 19 *or charter school*. The department shall charge the governing board  
 20 of a school district, *district or charter school*, for the review of  
 21 plans and specifications, a reasonable fee not to exceed the actual  
 22 administrative costs incurred for that purpose.

23 (e) Upon the request of the governing board of a school district,  
 24 *district or the governing body of a charter school*, make a survey  
 25 of the building needs of the school district, *district or charter*  
 26 *school*, advise the governing board of the school district *or the*  
 27 *governing body of the charter school* concerning the building  
 28 needs, and suggest plans for financing a building program to meet  
 29 the needs. The department shall charge the school district, *district*  
 30 *or charter school*, for the cost of the survey, a reasonable fee not  
 31 to exceed the actual administrative costs incurred for that purpose.

32 (f) Provide information relating to the impact or potential impact  
 33 upon a schoolsite of hazardous substances, solid waste, safety,  
 34 hazardous air emissions, and other information as the department  
 35 may deem appropriate.

36 (g) (1) Develop strategies to assist small school districts with  
 37 technical assistance relating to school construction and the funding  
 38 of school facilities. The strategies may include informing ~~the~~ *those*  
 39 *small school* districts of how to receive the approval required for  
 40 school construction, including the requirements of the Division of

1 the State Architect, and how to secure state funding, including  
2 from the state bond funds made available pursuant to the Leroy F.  
3 Greene School Facilities Act of 1998 (Chapter 12.5 (commencing  
4 with Section 17070.10) of Part 10).

5 (2) For purposes of this subdivision, “small school district”  
6 means a school district with fewer than 2,501 units of average  
7 daily attendance.

8 ~~SEC. 4.~~

9 *SEC. 6.* Section 17268 of the Education Code is amended to  
10 read:

11 17268. (a) The governing board of a school district that elects  
12 not to receive state funds pursuant to Chapter 12.5 (commencing  
13 with Section 17070.10) may not approve a project for the  
14 construction of a new school building, as defined in Section 17283,  
15 unless the project and its lead agency comply with the same  
16 requirements specified in paragraph (1) of subdivision (a) of  
17 Section 17213 for schoolsite acquisition.

18 (b) As a condition to receiving state funds pursuant to Chapter  
19 12.5 (commencing with Section 17070.10), the governing board  
20 of a school district may not approve a project for the construction  
21 of a new school building or schoolsite on leased or acquired land  
22 unless the project and the school district comply with the  
23 requirements specified in Sections 17213.1 and 17213.2.

24 (c) The project shall not be subject to subdivision (b) for a minor  
25 addition to a school if the project is eligible for a categorical or  
26 statutory exemption under guidelines issued pursuant to Section  
27 21083 of the Public Resources Code, as set forth in the California  
28 Environmental Quality Act.

29 (d) “School building,” as used in this section, means any  
30 building designed and constructed to be used for elementary or  
31 secondary school purposes by a school district.

32 (e) The requirements of Sections 17213, ~~17213.1~~ 17213.1, and  
33 17213.2 shall not apply to a schoolsite if the acquisition occurred  
34 ~~prior to~~ before January 1, 2000, to the extent a school district is  
35 subject to the requirements set forth in those sections pursuant to  
36 a judicial order or an order issued by, or an agreement ~~with~~ with,  
37 the Department of Toxic Substances Control regarding that site,  
38 and the school district is in full compliance with that order or  
39 agreement.

1 (f) For purposes of this section, the acceptance of construction  
2 bids shall constitute approval of the project.

3 ~~SEC. 5.~~

4 *SEC. 7.* Section 21151.8 of the Public Resources Code is  
5 amended to read:

6 21151.8. (a) An environmental impact report shall not be  
7 certified or a negative declaration shall not be approved for a  
8 project involving the purchase of a schoolsite or the construction  
9 of a new elementary or secondary school by a school district or a  
10 charter school unless all of the following occur:

11 (1) The environmental impact report or negative declaration  
12 includes information that is needed to determine if the property  
13 proposed to be purchased, or to be constructed upon, is any of the  
14 following:

15 (A) The site of a current or former hazardous waste disposal  
16 site or solid waste disposal site and, if so, whether the wastes have  
17 been removed.

18 (B) A hazardous substance release site identified by the  
19 Department of Toxic Substances Control in a current list adopted  
20 pursuant to Section 25356 of the Health and Safety Code for  
21 removal or remedial action pursuant to Chapter 6.8 (commencing  
22 with Section 25300) of Division 20 of the Health and Safety Code.

23 (C) A site that contains one or more pipelines, situated  
24 underground or aboveground, that carries hazardous substances,  
25 extremely hazardous substances, or hazardous wastes, unless the  
26 pipeline is a natural gas line that is used only to supply natural gas  
27 to that school or neighborhood, or other nearby schools.

28 (D) A site that is within 500 feet of the edge of the closest traffic  
29 lane of a freeway or other busy traffic corridor.

30 (2) (A) The lead agency in preparing the environmental impact  
31 report or negative declaration has notified in writing and consulted  
32 with the administering agency in which the proposed schoolsite  
33 is located, pursuant to Section 2735.3 of Title 19 of the California  
34 Code of Regulations, and with any air pollution control district or  
35 air quality management district having jurisdiction in the area, to  
36 identify both permitted and nonpermitted facilities within that  
37 district's authority, including, but not limited to, freeways or other  
38 busy traffic corridors, large agricultural operations, and railyards,  
39 within one-fourth of one mile of the proposed schoolsite, that might  
40 reasonably be anticipated to emit hazardous emissions or handle

1 hazardous or extremely hazardous substances or waste. The  
2 notification by the lead agency shall include a list of the locations  
3 for which information is sought.

4 (B) Each administering agency, air pollution control district, or  
5 air quality management district receiving written notification from  
6 a lead agency to identify facilities pursuant to subparagraph (A)  
7 shall provide the requested information and provide a written  
8 response to the lead agency within 30 days of receiving the  
9 notification. The environmental impact report or negative  
10 declaration shall be conclusively presumed to comply with  
11 subparagraph (A) as to the area of responsibility of an agency that  
12 does not respond within 30 days.

13 (C) If the lead agency has carried out the consultation required  
14 by subparagraph (A), the environmental impact report or the  
15 negative declaration shall be conclusively presumed to comply  
16 with subparagraph (A), notwithstanding any failure of the  
17 consultation to identify an existing facility or other pollution source  
18 specified in subparagraph (A).

19 (3) The governing board of the school district or the governing  
20 body of a charter school makes one of the following written  
21 findings:

22 (A) Consultation identified no facilities of this type or other  
23 significant pollution sources specified in paragraph (2).

24 (B) The facilities or other pollution sources specified in  
25 paragraph (2) exist, but one of the following conditions applies:

26 (i) The health risks from the facilities or other pollution sources  
27 do not and will not constitute an actual or potential endangerment  
28 of public health to persons who would attend or be employed at  
29 the proposed school.

30 (ii) Corrective measures required under an existing order by  
31 another agency having jurisdiction over the facilities or other  
32 pollution sources will, before the school is occupied, result in the  
33 mitigation of all chronic or accidental hazardous air emissions to  
34 levels that do not constitute an actual or potential endangerment  
35 of public health to persons who would attend or be employed at  
36 the proposed school. If the governing board of a school district or  
37 the governing body of a charter school makes a finding pursuant  
38 to this clause, it shall also make a subsequent finding, before  
39 occupancy of the school, that the emissions have been so mitigated.

1 (iii) For a schoolsite with a boundary that is within 500 feet of  
2 the edge of the closest traffic lane of a freeway or other busy traffic  
3 corridor, the governing board of the school district or the governing  
4 body of a charter school determines, through analysis pursuant to  
5 paragraph (2) of subdivision (b) of Section 44360 of the Health  
6 and Safety Code, based on appropriate air dispersion modeling,  
7 and after considering any potential mitigation measures, that the  
8 air quality at the proposed site is such that neither short-term nor  
9 long-term exposure poses significant health risks to pupils.

10 (C) The facilities or other pollution sources specified in  
11 paragraph (2) exist, but conditions in clause (i), (ii), or (iii) of  
12 subparagraph (B) cannot be met, and the school district or charter  
13 school is unable to locate an alternative site that is suitable due to  
14 a severe shortage of sites that meet the requirements in paragraph  
15 (1) of subdivision (a) of Section 17213 of the Education Code. If  
16 the governing board of a school district or the governing body of  
17 a charter school makes this finding, the governing board of a school  
18 district or the governing body of a charter school shall adopt a  
19 statement of overriding considerations pursuant to Section 15093  
20 of Title 14 of the California Code of Regulations.

21 (b) For purposes of this section, the following definitions apply:

22 (1) “Administering agency” means an agency authorized  
23 pursuant to Section 25502 of the Health and Safety Code to  
24 implement and enforce Chapter 6.95 (commencing with Section  
25 25500) of Division 20 of the Health and Safety Code.

26 (2) “Extremely hazardous substances” means an extremely  
27 hazardous substance, as defined pursuant to paragraph (2) of  
28 subdivision (j) of Section 25532 of the Health and Safety Code.

29 (3) “Facilities” means a source with a potential to use, generate,  
30 emit, or discharge hazardous air pollutants, including, but not  
31 limited to, pollutants that meet the definition of a hazardous  
32 substance, and whose process or operation is identified as an  
33 emission source pursuant to the most recent list of source categories  
34 published by the State Air Resources Board.

35 (4) “Freeway or other busy traffic corridor” means those  
36 roadways that, on an average day, have traffic in excess of 50,000  
37 vehicles in a rural area, as defined in Section 50101 of the Health  
38 and Safety Code, and 100,000 vehicles in an urban area, as defined  
39 in Section 50104.7 of the Health and Safety Code.



1 (5) “Handle” means handle as defined in Article 1 (commencing  
2 with Section 25500) of Chapter 6.95 of Division 20 of the Health  
3 and Safety Code.

4 (6) “Hazardous air emissions” means emissions into the ambient  
5 air of air contaminants that have been identified as a toxic air  
6 contaminant by the State Air Resources Board or by the air  
7 pollution control officer for the jurisdiction in which the project  
8 is located. As determined by the air pollution control officer,  
9 hazardous air emissions also means emissions into the ambient air  
10 from any substances identified in subdivisions (a) to (f), inclusive,  
11 of Section 44321 of the Health and Safety Code.

12 (7) “Hazardous substance” means a substance defined in Section  
13 25316 of the Health and Safety Code.

14 (8) “Hazardous waste” means a waste defined in Section 25117  
15 of the Health and Safety Code.

16 (9) “Hazardous waste disposal site” means a site defined in  
17 Section 25114 of the Health and Safety Code.

18 ~~SEC. 6.~~

19 *SEC. 8.* Section 1612 of the Public Utilities Code is amended  
20 to read:

21 1612. Not less than 25 percent of projects funded by the  
22 SRVEVR Program or SNPFA Program shall be in underserved  
23 communities. The SRVEVR Program and SNPFA Program shall  
24 prioritize underserved communities by ensuring that all schools  
25 that are in an underserved community are offered the opportunity  
26 to apply for and receive grants before those schools that are not in  
27 an underserved community. Additionally, the SRVEVR Program  
28 shall prioritize schools with a boundary that is within 500 feet of  
29 the edge of the closest traffic lane of a freeway or other busy traffic  
30 corridor or within 1,000 feet of a facility holding a permit pursuant  
31 to Title V of the Clean Air Act (42 U.S.C. Section 7661 et seq.).  
32 For the purposes of this section, “freeway or other busy traffic  
33 corridors” has the same meaning as defined in paragraph (4) of  
34 subdivision (b) of Section 17213 of the Education Code.

35 ~~SEC. 7.~~

36 *SEC. 9.* No reimbursement is required by this act pursuant to  
37 Section 6 of Article XIII B of the California Constitution because  
38 a local agency or school district has the authority to levy service  
39 charges, fees, or assessments sufficient to pay for the program or

1 level of service mandated by this act, within the meaning of Section  
2 17556 of the Government Code.  
3 However, if the Commission on State Mandates determines that  
4 this act contains costs mandated by the state, reimbursement to  
5 local agencies and school districts for those costs shall be made  
6 pursuant to Part 7 (commencing with Section 17500) of Division  
7 4 of Title 2 of the Government Code.

LEGISLATIVE COMMITTEE  
MEETING OF 05/19/2021

o



**BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT**

April 20, 2021

The Honorable Patrick O'Donnell  
Chair, Assembly Committee on Education  
1020 N Street, Room 159  
Sacramento, CA 95814

RE: AB 762 (Lee and C. Garcia) - Hazardous Emissions and Substances:  
Schoolsites: Private and Charter Schools

Dear Chair O'Donnell:

On behalf of the Bay Area Air Quality Management District (Bay Area AQMD), I wish to inform you of our sponsorship and support of Assembly Bill 762 (Lee and C. Garcia), which will ensure the public health and safety of all students and school employees in California by requiring that private schools and charter schools meet the same siting requirements as public schools.

Existing law requires public schools to follow certain requirements before approving and building a new school. These requirements include that the public school district determines that the proposed schoolsite is not hazardous and that the public school district consults with its local air district to identify sources of air pollution that may affect the health of the children and employees at the proposed school. Doing so will ensure awareness of any harmful pollution and provide an early opportunity to mitigate its effects before or as the school is constructed. Unfortunately, these requirements only apply to public schools and not to private schools and some charter schools. Consequently, this has resulted in instances where schools have been built in locations near sources of pollution, unbeknownst to the children, their parents, and school employees. One of those such instances occurred in Fall 2018, when a private preschool through eighth grade school was constructed next to the Tri-City Rock concrete batch facility in Fremont, CA without consulting the Bay Area AQMD, or properly notifying the students' parents.

In order to ensure the public health and safety of all students and school employees in California, the potential location for a new private school or charter school needs to be properly evaluated. AB 762 will achieve this by requiring that private schools and charter schools meet the same siting requirements as public schools.

- ALAMEDA COUNTY**  
John J. Bauters  
(Secretary)  
Pauline Russo Cutter  
David Haubert  
Nate Miley
- CONTRA COSTA COUNTY**  
John Gioia  
David Hudson  
Karen Mitchoff  
(Vice Chair)  
Mark Ross
- MARIN COUNTY**  
Katie Rice
- NAPA COUNTY**  
Brad Wagenknecht
- SAN FRANCISCO COUNTY**  
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Margaret Abe-Koga  
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- SOLANO COUNTY**  
Erin Hannigan  
Lori Wilson
- SONOMA COUNTY**  
Teresa Barrett  
Lynda Hopkins

Jack P. Broadbent  
EXECUTIVE OFFICER/APCO

Connect with the  
Bay Area Air District:



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The Bay Area AQMD is committed to reducing air pollution in California and ensuring that every one of the region's approximately 7.75 million residents can breathe clean, healthful air. We encourage you to support AB 762 when it comes before you for consideration. If you should have any questions, please do not hesitate to contact me at (415) 749-5052, or our Legislative Officer, Mr. Alan Abbs at (916) 769-7769.

Sincerely,



Jack P. Broadbent  
Executive Officer/APCO

JPB:AA

cc: The Honorable Alex Lee, Assemblymember, 25th District  
The Honorable Cristina Garcia, Assemblymember, 58th District  
Members of the Assembly Committee on Education

LEGISLATIVE COMMITTEE  
MEETING OF 05/19/2021



**South Coast  
Air Quality Management District**



21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

*Office of the Executive Officer  
Wayne Nastri  
Tel 909.396.3131, Fax 909.396.3340*

April 20, 2021

The Honorable Patrick O'Donnell  
Chair, Committee on Education  
California State Assembly  
Legislative Office Building  
1020 N Street, Room 159  
Sacramento, CA 95814

**Re: AB 762 (Lee) – SUPPORT**

Dear Chair O'Donnell:

The South Coast Air Quality Management District's (South Coast AQMD) Legislative Committee has taken an interim position of SUPPORT on AB 762 (Lee) – Hazardous emissions and substances: schoolsites: private and charter schools. This position is considered interim until the South Coast AQMD Governing Board finalizes its position on this bill at its next meeting on May 7, 2021.

This bill would require charter schools and private schools to follow the same siting requirements as public schools for evaluating a schoolsite for potential hazardous substances, emissions, or waste. The bill would also require the evaluation of a potential charter school site to follow the same process as public school site evaluations under the California Environmental Quality Act (CEQA).

Private schools and some charter schools are not required to meet the same siting requirements as public schools before building a new school. As a result, there are cases in California where schools have been built in potentially unsafe locations near sources of hazardous emissions, substances, or waste. Consequently, the public health and safety of all students and school employees at these schools could be at risk.

There are thousands of known contaminated sites in California, however, there are estimates of tens of thousands of unknown contaminated sites in the state. It is

important that potential schoolsites, regardless of whether the school is a public school, private school, or charter school, be properly evaluated in order to protect the health and well-being of the future students who will attend that school.

This bill is consistent with South Coast AQMD's policy priorities to protect public health, especially within disadvantaged communities, and to promote environmental justice within the South Coast region. By adding extra protections within the school setting, this bill seeks to protect children, who are at even higher risk as sensitive receptors to pollution.

If you have any questions or would like to discuss this bill further, please call me at (909) 396-3131, or Derrick Alatorre, Deputy Executive Officer for Legislative, Public Affairs and Media at (909) 396-3122.

Sincerely,



Wayne Nastri  
Executive Officer

WN:DA:PC:SD

cc: The Honorable Alex Lee  
Members of the Assembly Committee on Education

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Margaret Abe-Koga and Pauline Russo Cutter, and Members of the Legislative Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 13, 2021

Re: State Legislative Update and Consideration of New Bills

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**RECOMMENDED ACTION**

The Legislative Committee (Committee) will discuss and review bills and take positions where appropriate.

Staff recommends support positions on the following bill: SB 771 (Becker)- Sales and Use Tax Law: zero emissions vehicle exemption.

**BACKGROUND**

This is the first year of the two-year 2021-2022 Legislative Session. The attached bill matrix has been arranged by category.

**DISCUSSION**

Staff will provide the Committee a brief summary and status of bills on the attached list and will recommend bills to support and oppose during the session. Staff will review other bills that may be of interest to the Committee. Specifically, staff will plan to discuss Senate Bill (SB) 771 (Becker) and Assembly Bill (AB) 794 (Carrillo).

Bills with a fiscal impact are required to pass out of their policy committee(s) and be sent to Appropriations by April 30, and bills without a fiscal impact have until May 7. The attached matrix reflects these deadlines, with many bills moved to two-year status.

***SB 771 (Becker) - Sales and Use Tax Law: zero emissions vehicle exemption***

Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes.

This bill, on or after January 1, 2022, would provide an exemption from those taxes with respect to the sale in this state of a plug-in hybrid or zero-emission vehicle designated as an eligible vehicle under the Clean Cars 4 All Program established by Section 44124.5 of the Health and Safety Code. This bill would specify that this exemption does not apply to local sales and use taxes or transactions and use taxes.

***AB 794 (Carrillo) – Air pollution: purchase of vehicles and vehicle technology: incentive programs: eligibility: labor and workforce standards.***

Existing law establishes various incentive programs that are administered or funded by CARB to provide financial assistance for the purchase of vehicles and vehicle technology by individuals and fleet purchasers. This includes the Carl Moyer Program and AB 617 Incentive Program. This bill would establish specified labor and workforce standards that a manufacturer of vehicles or vehicle technology would be required to meet in order for the vehicles or vehicle technology to be eligible under the incentive programs. For this purpose, the bill would specify the percentage of incentives that a vehicle or vehicle technology would be eligible for, as provided. The bill would also establish specified labor and workforce standards that a fleet purchaser would be required to meet in order to be eligible to receive incentives under the incentive programs.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Jack P. Broadbent

Attachment 5A: Current Bills of Interest Matrix  
Attachment 5B: SB 771 (Becker) – Bill Text  
Attachment 5C: AB 794 (Carrillo) – Bill Text



AGENDA 5A - ATTACHMENT

Bill #	Author	Subject	Last Amended	Last Status - As of 5/12/2021	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 39</a>	Chau	California-China Climate Institute.	3/25/2021	4/29/2021-Read second time. Ordered to third reading.	4/29/2021-A. THIRD READING			Low	Climate Change
<a href="#">AB 284</a>	Rivas, Robert	California Global Warming Solutions Act of 2006: climate goal: natural and working lands.	4/14/2021	5/5/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/5/2021-A. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">AB 897</a>	Mullin	Office of Planning and Research: regional climate networks: climate adaptation action plans.	4/19/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">AB 1086</a>	Aguiar-Curry	Organic waste: implementation strategy.	4/5/2021	4/14/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	4/14/2021-A. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">AB 1395</a>	Muratsuchi	Greenhouse gases: carbon neutrality.	5/4/2021	5/10/2021-In committee: Hearing postponed by committee.	4/28/2021-A. APPR.			Low	Climate Change
<a href="#">SB 27</a>	Skinner	Carbon sequestration: state goals: natural and working lands: registry of projects.	4/19/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">SB 31</a>	Cortese	Building decarbonization.	4/27/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE		Support	Medium	Climate Change
<a href="#">SB 68</a>	Becker	Building decarbonization.	4/28/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.		Support	Low	Climate Change
<a href="#">SB 260</a>	Wiener	Climate Corporate Accountability Act.	4/19/2021	5/7/2021-Set for hearing May 17.	4/28/2021-S. APPR.			Medium	Climate Change
<a href="#">SB 449</a>	Stern	Climate-related financial risk.	4/22/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.			Low	Climate Change
<a href="#">SB 456</a>	Laird	Fire prevention: forest health: action plan: reports.	4/19/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">SB 582</a>	Stern	Climate Emergency Mitigation, Safe Restoration, and Just Resilience Act of 2021.	4/5/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	Climate Change
<a href="#">SB 596</a>	Becker	Greenhouse gases: cement and concrete production.	3/4/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.			Medium	Climate Change
<a href="#">SB 759</a>	Hueso	Short-lived climate pollutants: methane: organic waste: landfills.		3/3/2021-Referred to Com. on RLS.	2/19/2021-S. RLS.	Spot bill.		Low	Climate Change
<a href="#">AB 113</a>	Boerner Horvath	Income taxes: credits: electric vehicles.	4/7/2021	4/8/2021-Re-referred to Com. on H. & C.D.	3/25/2021-A. H. & C.D.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 117</a>	Boerner Horvath	Air Quality Improvement Program: electric bicycles.	3/24/2021	4/28/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	4/28/2021-A. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 363</a>	Medina	Carl Moyer Memorial Air Quality Standards Attainment Program.	4/12/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE		Oppose	Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 365</a>	O'Donnell	Sales and use taxes: exclusion: zero-emission and near-zero-emission drayage trucks.		2/12/2021-Referred to Com. on REV. & TAX.	2/12/2021-A. REV. & TAX			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 648</a>	Fong	Greenhouse Gas Reduction Fund: healthy forest and fire prevention: appropriation.		2/25/2021-Referred to Com. on NAT. RES.	2/25/2021-A. NAT. RES.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 713</a>	Garcia, Cristina	State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.	4/12/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE	Cap and Trade		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 745</a>	Gipson	Air pollution: Clean Cars 4 All Program.	4/21/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE	Clean Cars for All		Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 794</a>	Carrillo	Air pollution: purchase of new vehicles: incentive programs: eligibility: labor and workforce standards.	4/28/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 965</a>	Levine	Building standards: electric vehicle charging infrastructure.		5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 992</a>	Cooley	California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program.	3/25/2021	5/12/2021-From committee: Do pass. To Consent Calendar. (Ayes 16. Noes 0.) (May 12).	5/12/2021-A. CONSENT CALENDAR			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1147</a>	Friedman	Regional transportation plan: Active Transportation Program.	3/18/2021	5/10/2021-In committee: Hearing postponed by committee.	4/14/2021-A. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1346</a>	Berman	Air pollution: small off-road engines.	3/25/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE		Support	Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1389</a>	Reyes	Alternative and Renewable Fuel and Vehicle Technology Program.	4/12/2021	5/12/2021-From committee: Do pass. (Ayes 13. Noes 3.) (May 12).	4/19/2021-A. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1500</a>	Garcia, Eduardo	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.	5/11/2021	5/12/2021-Re-referred to Com. on APPR.	5/5/2021-A. APPR.			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1524</a>	O'Donnell	State Air Resources Board: zero-emission drayage trucks: Project 800 Initiative.	4/19/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 45</a>	Portantino	Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.	4/8/2021	5/4/2021-May 3 hearing: Placed on APPR suspense file.	5/3/2021-S. APPR. SUSPENSE FILE			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 66</a>	Allen	California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.	4/28/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 227</a>	Jones	Off-highway vehicles.	4/19/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 339</a>	Wiener	Vehicles: road usage charge pilot program.	4/5/2021	5/4/2021-May 3 hearing: Placed on APPR suspense file.	5/3/2021-S. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade

Bill #	Author	Subject	Last Amended	Last Status - As of 5/12/2021	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">SB 372</a>	Leyva	Medium- and heavy-duty fleet purchasing assistance program: zero-emission vehicles.	4/19/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 500</a>	Min	Autonomous vehicles: zero emissions.	4/15/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 542</a>	Limón	Vehicle license fees for zero-emission vehicles: sales and use taxes on medium- or heavy-duty zero-emission trucks.	5/3/2021	5/12/2021-Set for hearing May 17.	5/6/2021-S. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 551</a>	Stern	California Electric Vehicle Authority.	5/11/2021	5/11/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.	4/27/2021-S. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 589</a>	Hueso	Air pollution: alternative vehicles and vehicle infrastructure.	5/4/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 643</a>	Archuleta	Fuel cell electric vehicle fueling infrastructure and fuel production: working group: statewide assessment.	5/3/2021	5/7/2021-Set for hearing May 17.	4/27/2021-S. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 671</a>	Gonzalez	Transportation: Clean Freight Corridor Efficiency Assessment.	4/28/2021	5/7/2021-Set for hearing May 17.	4/26/2021-S. APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 726</a>	Gonzalez	Alternative fuel and vehicle technologies: Sustainable Transportation Strategy.	4/21/2021	5/10/2021-May 10 hearing: Placed on APPR suspense file.	5/10/2021-S. APPR. SUSPENSE FILE			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 771</a>	Becker	Sales and Use Tax Law: zero emissions vehicle exemption.	5/11/2021	5/11/2021-Read second time and amended. Re-referred to Com. on APPR.	5/6/2021-S. APPR.		Propose Support	Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 798</a>	Wieckowski	Trade Corridor Enhancement Account.		3/3/2021-Referred to Com. on RLS.	2/19/2021-S. RLS.	Spot bill.		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 762</a>	Lee	Hazardous emissions and substances: schoolsites: private and charter schools.	5/4/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE		Air District-Sponsored	High	General-Air District
<a href="#">AB 9</a>	Wood	Fire safety: wildfires: fire adapted communities.	4/19/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Medium	Wildfire/Smoke/PSPS
<a href="#">AB 73</a>	Rivas, Robert	Employment safety: agricultural workers: wildfire smoke.	4/12/2021	4/28/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	4/28/2021-A. APPR. SUSPENSE FILE			Low	Wildfire/Smoke/PSPS
<a href="#">AB 297</a>	Gallagher	Fire prevention.	4/21/2021	4/22/2021-Re-referred to Com. on NAT. RES.	2/12/2021-A. NAT. RES.			Low	Wildfire/Smoke/PSPS
<a href="#">AB 619</a>	Calderon	Lung health.	4/14/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Wildfire/Smoke/PSPS
<a href="#">AB 642</a>	Friedman	Wildfires.		5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Wildfire/Smoke/PSPS
<a href="#">AB 792</a>	Flora	Forestry: prescribed burning agreements.		5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Wildfire/Smoke/PSPS
<a href="#">AB 1100</a>	Aguiar-Curry	Communications service: emergencies and disasters: reports.		5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Wildfire/Smoke/PSPS
<a href="#">SB 52</a>	Dodd	State of emergency: local emergency: planned power outage.	4/12/2021	4/29/2021-Read third time. Passed. (Ayes 36. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	4/29/2021-A. DESK			Low	Wildfire/Smoke/PSPS
<a href="#">SB 63</a>	Stern	Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones: forest management.	5/3/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.			Low	Wildfire/Smoke/PSPS
<a href="#">SB 332</a>	Dodd	Civil liability: prescribed burning operations: gross negligence.	5/6/2021	5/12/2021-Set for hearing May 17.	5/10/2021-S. APPR.			Low	Wildfire/Smoke/PSPS
<a href="#">AB 214</a>	Ting	Budget Act of 2021.		1/28/2021-Referred to Com. on BUDGET.	1/28/2021-A. BUDGET			High	Other
<a href="#">AB 339</a>	Lee	Local government: open and public meetings.	5/4/2021	5/5/2021-Re-referred to Com. on APPR.	4/28/2021-A. APPR.			Low	Other
<a href="#">AB 362</a>	Quirk-Silva	Homeless shelters: safety regulations.	5/4/2021	5/5/2021-Re-referred to Com. on APPR.	4/29/2021-A. APPR.			Low	Other
<a href="#">AB 844</a>	Grayson	Green Empowerment Zone for the Northern Waterfront area of the Counties of Contra Costa and Solano.	5/4/2021	5/13/2021-In Senate. Read first time. To Com. on RLS. for assignment.	5/11/2021-S. RLS.			Low	Other
<a href="#">AB 983</a>	Garcia, Eduardo	Public contracts: construction projects: community workforce agreements: battery manufacturing and lithium-based technology.	4/12/2021	5/6/2021-Read second time. Ordered to third reading.	5/6/2021-A. THIRD READING			Low	Other
<a href="#">SB 7</a>	Atkins	Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.	2/18/2021	5/11/2021-In Senate. Ordered to engrossing and enrolling.	5/11/2021-S. ENROLLMENT			Low	Other
<a href="#">SB 112</a>	Skinner	Budget Act of 2021.		1/11/2021-From printer. Read first time. Referred to Com. on B. & F.R.	1/11/2021-S. BUDGET & F.R.			High	Other
<a href="#">SB 560</a>	Rubio	Climate Pollution Reduction in Homes Initiative: grants.	5/4/2021	5/7/2021-Set for hearing May 17.	4/26/2021-S. APPR.			Medium	Other
<a href="#">AB 585</a>	Rivas, Luz	Climate change: Extreme Heat and Community Resilience Program.	3/17/2021	4/14/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	4/14/2021-A. APPR. SUSPENSE FILE			Low	Environmental Justice
<a href="#">AB 680</a>	Burke	Greenhouse Gas Reduction Fund: California Jobs Plan Act of 2021.	5/3/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Medium	Environmental Justice
<a href="#">AB 976</a>	Rivas, Luz	Resilient Economies and Community Health Pilot Program.		4/14/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	4/14/2021-A. APPR. SUSPENSE FILE			Low	Environmental Justice
<a href="#">AB 1087</a>	Chiu	Environmental Justice Community Resilience Hubs Program.	4/21/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Environmental Justice

Bill #	Author	Subject	Last Amended	Last Status - As of 5/12/2021	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 1218</a>	McCarty	Motor vehicle greenhouse gas emissions standards: civil penalty: Equitable Access to Zero-Emissions Vehicles Fund.	4/12/2021	4/20/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 5.) (April 19). Re-referred to Com. on APPR.	4/19/2021-A. APPR.			Low	Environmental Justice
<a href="#">AB 1453</a>	Muratsuchi	Environmental justice: Just Transition Advisory Commission: Just Transition Plan.		5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Environmental Justice
<a href="#">SB 342</a>	Gonzalez	South Coast Air Quality Management District: board membership.	4/22/2021	5/11/2021-Read second time. Ordered to third reading.	5/11/2021-S. THIRD READING			Low	Environmental Justice
<a href="#">SB 751</a>	Gonzalez	Environmental justice.		3/3/2021-Referred to Com. on RLS.	2/19/2021-S. RLS.	Intent bill.		Low	Environmental Justice
<a href="#">AB 33</a>	Ting	Energy Conservation Assistance Act of 1979: energy storage systems and transportation electrification infrastructure.	4/29/2021	5/12/2021-Coauthors revised. From committee: Do pass. To Consent Calendar. (Ayes 16. Noes 0.) (May 12).	5/12/2021-A. CONSENT CALENDAR			Low	Energy
<a href="#">AB 1261</a>	Burke	State Air Resources Board: greenhouse gas emissions: incentive programs.	3/18/2021	5/12/2021-In committee: Set, first hearing. Referred to APPR. suspense file.	5/12/2021-A. APPR. SUSPENSE FILE			Low	Energy
<a href="#">AB 1559</a>	O'Donnell	Energy: Innovative Renewable Energy for Buildings Act of 2021.	3/18/2021	3/22/2021-Re-referred to Com. on NAT. RES.	3/18/2021-A. NAT. RES.			Low	Energy
<a href="#">SB 18</a>	Skinner	Green electrolytic hydrogen.	5/3/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.			Low	Energy
<a href="#">SB 32</a>	Cortese	Energy: general plan: building decarbonization requirements.	4/8/2021	5/4/2021-May 3 hearing: Placed on APPR suspense file.	5/3/2021-S. APPR. SUSPENSE FILE		Support	Medium	Energy
<a href="#">SB 36</a>	Skinner	Energy efficiency.		1/28/2021-Referred to Com. on RLS.	12/7/2020-S. RLS.	Spot bill.		Low	Energy
<a href="#">SB 99</a>	Dodd	Community Energy Resilience Act of 2021.	4/12/2021	5/4/2021-May 3 hearing: Placed on APPR suspense file.	5/3/2021-S. APPR. SUSPENSE FILE			Low	Energy
<a href="#">SB 345</a>	Becker	Energy programs and projects: nonenergy benefits.	3/23/2021	4/5/2021-April 5 hearing: Placed on APPR suspense file.	4/5/2021-S. APPR. SUSPENSE FILE			Low	Energy
<a href="#">SB 513</a>	Hertzberg	Eligible fuel cell electrical generating facilities.		2/25/2021-Referred to Com. on RLS.	2/17/2021-S. RLS.			Low	Energy
<a href="#">SB 662</a>	Archuleta	Energy: transportation sector: hydrogen.	5/3/2021	5/7/2021-Set for hearing May 17.	4/29/2021-S. APPR.			Low	Energy
<a href="#">AB 11</a>	Ward	Climate change: regional climate change authorities.	1/21/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Climate Change
<a href="#">AB 51</a>	Quirk	Climate change: adaptation: regional climate adaptation planning groups: regional climate adaptation plans.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Climate Change
<a href="#">AB 943</a>	Garcia, Eduardo	California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: investment plan.	3/11/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Climate Change
<a href="#">AB 1463</a>	O'Donnell	California Global Warming Solutions Act of 2006: Low Carbon Fuel Standard regulations.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Climate Change
<a href="#">AB 1523</a>	Gallagher	Greenhouse gases.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Climate Change
<a href="#">SB 30</a>	Cortese	Building decarbonization.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was G.O. on 1/28/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill	Support	Medium	Climate Change
<a href="#">AB 5</a>	Fong	Greenhouse Gas Reduction Fund: High-Speed Rail Authority: K-12 education: transfer.	3/17/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 96</a>	O'Donnell	California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program.	3/22/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 111</a>	Boerner Horvath	Transportation: zero-emission vehicles.	3/22/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 649</a>	Bennett	<del>California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Revolving Loan Program.</del> Department of Resources Recycling and Recovery: Office of Environmental Justice and Tribal Relations.	3/11/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	No Longer Tracking: Amended/Removed		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 776</a>	Mathis	Methane: dairy digesters.		5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/16/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 823</a>	Gray	High-Speed Rail Authority: trains powered by fossil fuel combustion engines.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 833</a>	Quirk-Silva	State government: grants: administrative costs.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was A. & A.R. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade

Bill #	Author	Subject	Last Amended	Last Status - As of 5/12/2021	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 906</a>	Carrillo	Zero-emission trucks: tax and fee exemptions.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was REV. & TAX on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1312</a>	Rodriguez	Vehicular fuels: renewable and clean hydrogen: income tax: credit.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1519</a>	Gallagher	Forestry: fuels transportation program: biomass energy facility: grant program.	3/11/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 261</a>	Allen	Regional transportation plans: sustainable communities strategies.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/15/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 495</a>	Dahle	California Global Warming Solutions Act of 2006: scoping plan.	4/20/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 2/17/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 506</a>	Jones	California Environmental Quality Act: Greenhouse Gas Reduction Fund monies: greenhouse gas emissions: vegetation management projects.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was N.R. & W. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 527</a>	Melendez	Greenhouse Gas Reduction Fund: high-speed rail: Salton Sea restoration.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 220</a>	Voepel	Smog check: exemption.	4/13/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 1/28/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill	Oppose	Medium	General-Air District
<a href="#">AB 426</a>	Bauer-Kahan	Toxic air contaminants.	3/17/2021	5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was NAT. RES. on 2/12/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill	Air District-Sponsored	High	General-Air District
<a href="#">AB 467</a>	Grayson	Smog check: exemption: historic vehicles.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill	Oppose	Medium	General-Air District
<a href="#">AB 766</a>	Gabriel	Climate change: corporate disclosures.	3/18/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	General-Air District
<a href="#">AB 905</a>	Quirk	Mobile fueling on-demand tank vehicles: performance standards.	4/5/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill	Oppose	Medium	General-Air District
<a href="#">AB 1296</a>	Kamlager	South Coast Air Quality Management District: district board: membership.		5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was NAT. RES. on 3/4/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill		Low	General-Air District
<a href="#">AB 1547</a>	Reyes	Air pollution: warehouse facilities.	3/25/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	General-Air District
<a href="#">AB 52</a>	Frazier	California Global Warming Solutions Act of 2006: scoping plan updates: wildfires.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Wildfire/Smoke/PSPS
<a href="#">AB 575</a>	Fong	Civil liability: prescribed burning activities: gross negligence.		5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was JUD. on 2/18/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill		Low	Wildfire/Smoke/PSPS
<a href="#">AB 800</a>	Gabriel	Wildfires: local general plans: safety elements: fire hazard severity zones.	3/18/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Wildfire/Smoke/PSPS
<a href="#">AB 1512</a>	Bauer-Kahan	Forest practices: burning of brush-covered lands. Off-highway vehicular recreation: Carnegie State Vehicular Recreation Area: Alameda-Tesla Expansion Area.	3/25/2021	4/27/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 4.) (April 26). Re-referred to Com. on APPR.	4/27/2021-A. APPR.	No Longer Tracking: Amended/Removed		Low	Wildfire/Smoke/PSPS
<a href="#">AB 1005</a>	Muratsuchi	Scientific Review Panel on Toxic Air Contaminants.		5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/18/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill		Low	Other
<a href="#">AB 1205</a>	Frazier	State Air Resources Board: elections.	3/18/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Other
<a href="#">AB 1240</a>	Ting	Indoor air pollution.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	Other
<a href="#">AB 1270</a>	Rivas, Luz	Natural gas plants: methane monitoring systems and reporting.	3/18/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Other
<a href="#">AB 1365</a>	Bonta	Public contracts: clean concrete.	3/25/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 4/14/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Other

Bill #	Author	Subject	Last Amended	Last Status - As of 5/12/2021	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 1397</a>	Garcia, Eduardo	Public contracts: California Lithium Economy Act.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was A. & A.R. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Other
<a href="#">SB 467</a>	Wiener	Oil and gas: hydraulic fracturing, acid well stimulation treatments, steam flooding, water flooding, or cyclic steaming; prohibition: job relocation.	3/22/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was N.R. & W. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	Other
<a href="#">SB 475</a>	Cortese	Transportation planning: sustainable communities strategies.	3/10/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 4/26/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	Other
<a href="#">AB 1001</a>	Garcia, Cristina	Environment: air pollution and mitigation measures for air and water quality impacts.	4/20/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Medium	Environmental Justice
<a href="#">AB 1069</a>	Lackey	Zero-emission passenger vehicles: underrepresented communities.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Environmental Justice
<a href="#">AB 1099</a>	Rivas, Robert	Environmental equity: principles: bond and fund expenditures.	3/25/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/25/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Environmental Justice
<a href="#">SB 499</a>	Leyva	General plan: land use element: uses adversely impacting health outcomes.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 2/25/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	Environmental Justice
<a href="#">AB 28</a>	Chau	<del>Service stations: definition: alternative fuels.</del> Hate crimes.	4/29/2021	5/3/2021-Re-referred to Com. on APPR.	4/28/2021-A. APPR.	No Longer Tracking: Amended/Removed		Low	Energy
<a href="#">AB 64</a>	Quirk	Electricity: long-term backup electricity supply strategy.	3/23/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 1/11/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Energy
<a href="#">AB 1161</a>	Garcia, Eduardo	Electricity: eligible renewable energy and zero-carbon resources: state agencies: procurement.	4/13/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Energy
<a href="#">AB 1317</a>	Berman	Clean energy.		5/7/2021-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/19/2021)(May be acted upon Jan 2021)	5/7/2021-A. 2 YEAR	2-Year Bill		Low	Energy
<a href="#">AB 1325</a>	Burke	Microgrids: Clean Community Microgrid Incentive Program.		4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/4/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	2-Year Bill		Low	Energy
<a href="#">AB 1469</a>	Santiago	<del>Energy: energy efficiency programs.</del> Solid waste: plastic products: labeling: compostability and biodegradability.	3/18/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/18/2021)(May be acted upon Jan 2022)	4/30/2021-A. 2 YEAR	No Longer Tracking: Amended/Removed		Low	Energy
<a href="#">SB 67</a>	Becker	Clean energy: California 24/7 Clean Energy Standard Program.	4/19/2021	4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E. U., & C. on 3/11/2021)(May be acted upon Jan 2022)	4/30/2021-S. 2 YEAR	2-Year Bill		Low	Energy
<b>Total Active Bills</b>	<b>80</b>							<b>Low: 62 Medium: 15 High: 3</b>	

LEGISLATIVE MEETING

AMENDED IN SENATE MAY 3, 2021

**SENATE BILL****No. 771****Introduced by Senator Becker**

February 19, 2021

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An act to add Section 6368.2 to the Revenue and Taxation Code, relating to taxation, to take effect immediately, tax levy.

## LEGISLATIVE COUNSEL'S DIGEST

SB 771, as amended, Becker. Sales and Use Tax Law: zero emissions vehicle exemption.

Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes.

This bill, on or after January 1, 2022, would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, ~~an electric or a hybrid electric vehicle for which the final listing price is not greater than \$25,000. a~~ *qualified motor vehicle, as defined, sold to a qualified buyer, as defined. The bill would provide that this exemption does not apply to specified state sales and use taxes from which the proceeds are deposited into the Local Revenue Fund, the Local Revenue Fund 2011, or the Local Public Safety Fund.*

The Bradley-Burns Uniform Local Sales and Use Tax Law authorizes counties and cities to impose local sales and use taxes in conformity with the Sales and Use Tax Law, and existing laws authorize districts, as specified, to impose transactions and use taxes in accordance with

the Transactions and Use Tax Law, which generally conforms to the Sales and Use Tax Law. Amendments to the Sales and Use Tax Law are automatically incorporated into the local tax laws.

Existing law requires the state to reimburse counties and cities for revenue losses caused by the enactment of sales and use tax exemptions.

~~This bill would provide that, notwithstanding Section 2230 of the Revenue and Taxation Code, no appropriation is made and the state shall not reimburse any local agencies for sales and use tax revenues lost by them pursuant to this bill.~~

*This bill would specify that this exemption does not apply to local sales and use taxes or transactions and use taxes.*

This bill would take effect immediately as a tax levy.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 6368.2 is added to the Revenue and  
2 Taxation Code, to read:

3 6368.2. (a) On or after January 1, 2022, there are exempted  
4 from the taxes imposed by this part, the gross receipts from the  
5 sale in this state of, and the storage, use, or other consumption in  
6 this state of, a qualified fuel-efficient vehicle: *motor vehicle sold*  
7 *to a qualified buyer.*

8 (b) For purposes of this section, ~~“qualified all of the following~~  
9 ~~definitions apply: fuel-efficient vehicle”~~ means an electric vehicle  
10 or a hybrid electric vehicle for which the final listing price is not  
11 greater than twenty-five thousand dollars (\$25,000).

12 (1) *“Qualified motor vehicle” means a plug-in hybrid or*  
13 *zero-emission vehicle designated as an eligible vehicle under either*  
14 *the Clean Cars 4 All Program established by Section 44124.5 of*  
15 *the Health and Safety Code or the Clean Vehicle Rebate Project*  
16 *where original use did not commence with the purchaser.*

17 (2) *“Qualified buyer” means either of the following:*

18 (A) *An individual with an award letter issued by the South Coast*  
19 *Air Quality Management District, Sacramento Metropolitan Air*  
20 *Quality Management District, San Joaquin Valley Air Quality*  
21 *Management District, or Bay Area Air Quality Management*  
22 *District, to the individual indicating that their application has*  
23 *been approved for a grant under the Clean Cars for All Program.*

1 (B) An individual eligible to receive a rebate under the Clean  
2 Vehicle Rebate Project.

3 (3) “Clean Vehicle Rebate Project” means the program  
4 established as part of the Air Quality Improvement Program by  
5 the State Air Resources Board under Article 3 (commencing with  
6 Section 44274) of Chapter 8.9 of Part 5 of Division 26 of the Health  
7 and Safety Code.

8 (c) (1) Notwithstanding any provision of the Bradley-Burns  
9 Uniform Local Sales and Use Tax Law (Part 1.5 (commencing  
10 with Section 7200)) or the Transactions and Use Tax Law (Part  
11 1.6 (commencing with Section 7251)), the exemption established  
12 by this section does not apply with respect to any tax levied by a  
13 county, city, or district pursuant to, or in accordance with, either  
14 of those laws.

15 (2) Notwithstanding subdivision (a), the exemption established  
16 by this section shall not apply with respect to any tax levied  
17 pursuant to Section 6051.2 or 6201.2, pursuant to Section 35 of  
18 Article XIII of the California Constitution, or any tax levied  
19 pursuant to Section 6051 or 6201 that is deposited in the State  
20 Treasury to the credit of the Local Revenue Fund 2011 pursuant  
21 to Section 6051.15 or 6201.15.

22 SEC. 2. It is the intent of the Legislature to comply with Section  
23 41 of the Revenue and Taxation Code.

24 ~~SEC. 3. Notwithstanding Section 2230 of the Revenue and~~  
25 ~~Taxation Code, no appropriation is made by this act and the state~~  
26 ~~shall not reimburse any local agency for any sales and use tax~~  
27 ~~revenues lost by it under this act.~~

28 ~~SEC. 4.~~

29 SEC. 3. This act provides for a tax levy within the meaning  
30 of Article IV of the California Constitution and shall go into  
31 immediate effect.

LEGISLATIVE COMMITTEE  
MEETING OF 03/19/2021



AMENDED IN ASSEMBLY APRIL 28, 2021

AMENDED IN ASSEMBLY MARCH 25, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

**ASSEMBLY BILL**

**No. 794**

**Introduced by Assembly Member Carrillo**  
*(Coauthor: Assembly Member Ward)*

February 16, 2021

An act to amend Section 16428.9 of the Government Code, and to amend Sections 39614, 39712, 43015, 44274, and 44282 of, to add Sections 39501, 39602.6, and 44295.5 to, and to add Chapter 3.6 (commencing with Section 39680) to Part 2 of Division 26 of, the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 794, as amended, Carrillo. Air pollution: purchase of ~~vehicles and vehicle technology~~: *new vehicles*: incentive programs: eligibility: labor and workforce standards.

Existing law establishes various incentive programs that are administered or funded by the State Air Resources Board to provide financial assistance for the purchase of vehicles and vehicle technology by individuals and fleet purchasers.

This bill would establish specified labor and workforce standards that a manufacturer of *new vehicles or vehicle technology* would be required to meet in order for the vehicles or vehicle technology to be eligible under the incentive programs. For this purpose, the bill would specify the percentage of incentives that a vehicle or vehicle technology would be eligible for, as provided. *The bill would specify that new vehicles eligible for incentives would be required to comply with the Federal*

*Transit Administration’s domestic content standards for federal procurement of vehicles. The bill would require that 100% of the vehicles eligible for incentives be assembled at a final assembly point, as defined, in the United States. The bill would also establish specified labor and workforce standards that a fleet purchaser would be required to meet in order to be eligible to receive incentives for new vehicles under the incentive programs.*

*The bill would require the state board, by January 1, 2023, to adopt operational guidelines for the implementation of the above requirements that would be effective on January 1, 2025. The bill would require the state board, as a part of the development of the guidelines, to determine if there are constraints to the implementation of the requirements of the bill, would authorize the state board to delay or suspend the implementation of requirements that are not feasible, and would require the state board to reevaluate the delayed or suspended requirements, as provided.*

Vote: majority. Appropriation: no. Fiscal committee: yes.  
 State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 16428.9 of the Government Code is
- 2 amended to read:
- 3 16428.9. (a) Before expending any moneys appropriated to it
- 4 by the Legislature from the fund, a state agency shall prepare a
- 5 record consisting of all of the following:
- 6 (1) A description of each expenditure proposed to be made by
- 7 the state agency pursuant to the appropriation.
- 8 (2) A description of how a proposed expenditure will further
- 9 the regulatory purposes of Division 25.5 (commencing with Section
- 10 38500) of the Health and Safety Code, including, but not limited
- 11 to, the limit established under Part 3 (commencing with Section
- 12 38550) and other applicable requirements of law.
- 13 (3) A description of how a proposed expenditure will contribute
- 14 to achieving and maintaining greenhouse gas emission reductions
- 15 pursuant to Division 25.5 (commencing with Section 38500) of
- 16 the Health and Safety Code.
- 17 (4) A description of how the state agency considered the
- 18 applicability and feasibility of other nongreenhouse gas reduction

1 objectives of Division 25.5 (commencing with Section 38500) of  
2 the Health and Safety Code.

3 (5) A description of how the state agency will document the  
4 result achieved from the expenditure to comply with Division 25.5  
5 (commencing with Section 35800) of the Health and Safety Code.

6 (6) A description of how grant, loan, voucher, or other incentive  
7 programs for purchase of *new* vehicles ~~or vehicle technology~~ that  
8 receive moneys from the fund are implementing the labor and  
9 workforce standards required by Chapter 3.6 (commencing with  
10 Section 39680) of Part 2 of Division 26 of the Health and Safety  
11 Code, as applicable.

12 (b) The State Air Resources Board shall develop guidance on  
13 reporting and quantification methods for all state agencies that  
14 receive appropriations from the fund to ensure the requirements  
15 of this section are met. Chapter 3.5 (commencing with Section  
16 11340) of Part 1 of Division 3 does not apply to the procedures  
17 developed pursuant to this subdivision.

18 (c) Nothing in this section alters, amends, or otherwise modifies  
19 in any manner Division 25.5 (commencing with Section 35800)  
20 of the Health and Safety Code, including the authority of the State  
21 Air Resources Board to adopt and implement a fee pursuant to that  
22 division.

23 (d) If any expenditure of moneys from the fund for any measure  
24 or project is determined by a court to be inconsistent with law, the  
25 funding for the remaining measures or projects shall be severable  
26 and shall not be affected.

27 SEC. 2. Section 39501 is added to the Health and Safety Code,  
28 to read:

29 39501. It is the intent of the Legislature that the state board  
30 maximize economic cobenefits by conditioning eligibility to  
31 participate in grant, loan, voucher, or other incentive programs to  
32 purchase *new* vehicles ~~or vehicle technology~~ on compliance with  
33 the labor and workforce standards required by Chapter 3.6  
34 (commencing with Section 39680).

35 SEC. 3. Section 39602.6 is added to the Health and Safety  
36 Code, to read:

37 39602.6. The state board shall condition eligibility to participate  
38 in grant, loan, voucher, or other incentive programs to purchase  
39 *new* vehicles ~~or vehicle technology~~ on compliance with the labor

1 and workforce standards required by Chapter 3.6 (commencing  
2 with Section 39680), as applicable.

3 SEC. 4. Section 39614 of the Health and Safety Code is  
4 amended to read:

5 39614. (a) For purposes of this section, the following  
6 definitions apply:

7 (1) “2.0L partial consent decree” means the October 25, 2016,  
8 Amended Partial Consent Decree among the State Air Resources  
9 Board, Volkswagen AG et al., and the United States Department  
10 of Justice in the United States of America v. Volkswagen AG et  
11 al., Case No. 16-cv-295 (N.D. Cal.).

12 (2) “Investment plans” mean the plans required to be submitted  
13 to the state board for approval pursuant to Appendix C of the 2.0L  
14 partial consent decree.

15 (3) “Lead agency” means the state agency appointed by the  
16 Governor to implement Appendix D of the 2.0L partial consent  
17 decree.

18 (4) “State board” means the State Air Resources Board.

19 (5) “Volkswagen” means the defendants in the United States  
20 of America v. Volkswagen AG et al., Case No. 16-cv-295 (N.D.  
21 Cal.).

22 (b) (1) The state board shall strive to ensure that investments  
23 made pursuant to Appendix C of the 2.0L partial consent decree  
24 are aligned with the state’s priorities and provide for public  
25 transparency before approval.

26 (2) The lead agency shall strive to ensure that the expenditures  
27 made pursuant to Appendix D of the 2.0L partial consent decree  
28 are aligned with the state’s priorities and provide for public  
29 transparency before approval.

30 (3) If an investment plan for grants, loans, vouchers, or other  
31 incentives is proposed after January 1, 2023, the plan shall  
32 condition funds on the labor and workforce standards required by  
33 Chapter 3.6 (commencing with Section 39680), as applicable.

34 (c) (1) On and after the effective date of this section, the state  
35 board, in approving each of the investment plans proposed by  
36 Volkswagen, shall strive to ensure, to the maximum extent  
37 allowable under the 2.0L partial consent decree, both of the  
38 following:

1 (A) At least 35 percent of funds for the investment plan benefit  
2 low-income or disadvantaged communities disproportionately  
3 affected by air pollution.

4 (B) The periodic submission of progress reports to the state  
5 board on the implementation of the investment plan from  
6 Volkswagen or its subsidiary.

7 (2) The state board shall approve each investment plan at a  
8 public hearing.

9 (3) The state board shall post each proposed investment plan  
10 for public comment.

11 (4) Notwithstanding Section 10231.5 of the Government Code  
12 and pursuant to Section 9795 of the Government Code, the state  
13 board shall report annually to the Legislature on the progress of  
14 the implementation of the investment plan.

15 (d) (1) The lead agency shall strive to ensure, to the maximum  
16 extent allowable under the 2.0L partial consent decree, that 35  
17 percent of the moneys received pursuant to Appendix D of the  
18 2.0L partial consent decree benefit low-income or disadvantaged  
19 communities disproportionately affected by air pollution.

20 (2) Notwithstanding Section 10231.5 of the Government Code  
21 and pursuant to Section 9795 of the Government Code, the lead  
22 agency shall report annually to the Legislature on the proposed  
23 and actual expenditures of the moneys received pursuant to  
24 Appendix D of the 2.0L partial consent decree.

25 SEC. 5. Chapter 3.6 (commencing with Section 39680) is added  
26 to Part 2 of Division 26 of the Health and Safety Code, to read:

27  
28 CHAPTER 3.6. LABOR AND WORKFORCE STANDARDS

29  
30 Article 1. General Provisions and Definitions

31  
32 39680. (a) The Legislature finds and declares all of the  
33 following:

34 (1) (A) California has established itself as a leader in national  
35 and international energy conservation and environmental  
36 stewardship.

37 (B) The California Global Warming Solutions Act of 2006  
38 (Division 25.5 (commencing with Section 38500)) charges the  
39 state board as the lead agency to monitor and regulate sources of  
40 emissions of greenhouse gases. That act has set a goal of reducing

1 greenhouse gas emissions to 40 percent below the 1990 level by  
2 2030. That act also authorizes the state board to develop  
3 market-based mechanisms, including the cap-and-trade system,  
4 which generates revenue for the Greenhouse Gas Reduction Fund,  
5 and other transactional mechanisms.

6 (C) The state board, when expending moneys from the  
7 Greenhouse Gas Reduction Fund, is required to maximize  
8 economic and environmental cobenefits, including job-related  
9 cobenefits, as California builds a low-carbon economy.

10 (D) However, the charge to seek job-related benefits is not  
11 required within any timeframe, nor is there any legislative guidance  
12 with respect to specific standards or implementation mechanisms.

13 (E) While the charge to develop job-related cobenefits is explicit  
14 for the Greenhouse Gas Reduction Fund, it is implied rather than  
15 explicit for other clean air funds that the state board administers.

16 (2) To clarify the need for job-related cobenefits, Chapter 135  
17 of the Statutes of 2017 required the California Workforce  
18 Development Board, in consultation with the state board, to submit  
19 a report to the Legislature. The California Workforce Development  
20 Board commissioned the Center for Labor Research and Education  
21 at the University of California, Berkeley, to prepare the report.  
22 Published in June 2020, the report is entitled, Putting California  
23 on the High Road: A Jobs and Climate Action Plan for 2030 (2020  
24 Action Plan).

25 (3) A study by the University of California shows that fleet  
26 purchasers have a significant disparity of compliance with clean  
27 vehicle regulations. While 83 percent of large firms that employ  
28 drivers comply, only 61 percent of contractors comply.  
29 Noncompliant trucks operated by contractors represent 44 percent  
30 of all noncompliant trucks, a significantly greater share than their  
31 share of all operating trucks. The study finds that many of the  
32 noncompliant contractors are actually misclassified employees  
33 who do not have the financial resources to comply with  
34 clean-vehicle regulations. Many companies take advantage of the  
35 fleet purchaser incentives but then pass on the cost of vehicles,  
36 maintenance, and upkeep to misclassified drivers who do not have  
37 the funds or ability to maintain those vehicles at a level that  
38 maximizes their environmental benefits. For example, in drayage,  
39 an investigation by USA Today found that “port trucking  
40 companies in Southern California have spent the past decade

1 forcing drivers to finance their own trucks by taking on debt they  
2 could not afford.” Drivers at dozens of companies “were handed  
3 a lease-to-own contract by their employer and given a choice: Sign  
4 immediately or be fired.” Such sublease arrangements directly  
5 impede the state’s ability to advance its environmental stewardship.  
6 Many contractors have later filed for bankruptcy, nullifying the  
7 benefit from the state’s climate investments.

8 (4) The 2020 Action Plan creates a “high road framework” based  
9 on demand-side strategies and supply-side strategies. The Action  
10 Plan does all of the following:

11 (A) Stresses that “[d]emand-side strategies affect the demand  
12 for labor, including the kinds of jobs that are generated, the skills  
13 that are needed, the wages and benefits employers provide, and  
14 who employers hire.”

15 (B) Emphasizes the importance of market participation through  
16 incentive programs: “[a]gencies responsible for implementing  
17 climate investments and other measures play a key role here  
18 because they direct public investment and influence private  
19 investments in lower carbon economic activity.”

20 (C) Proposes workforce standards that in general terms do all  
21 of the following:

22 (i) Create high-quality jobs.

23 (ii) Prepare workers with the skills needed to adapt to and master  
24 new zero- and low-emission technologies.

25 (iii) Broaden career opportunities for workers from  
26 disadvantaged communities.

27 (iv) Support workers whose jobs may be at risk.

28 (D) Identifies industry sectors that pose challenges to attaining  
29 clean air objectives and opportunities to incentivize development  
30 of high-road jobs and working conditions. Among these are vehicle  
31 manufacturing and trucking, both of which the plan faults as  
32 high-risk subsectors for labor abuses, such as misclassification,  
33 unpaid wages, and denial of unemployment benefits, workers’  
34 compensation, or disability benefits.

35 (b) In enacting this chapter, it is the intent of the Legislature to  
36 do all of the following:

37 (1) Implement the 2020 Action Plan’s high-road  
38 recommendations that would apply to crucial windows for  
39 high-road job development and working conditions. For vehicle  
40 manufacturing, the window is the span of several years immediately

1 before receiving the incentive when the vehicle is designed and  
2 manufactured. For the trucking industry, the window is a longer  
3 span of years immediately after a fleet purchaser receives the  
4 incentive when the vehicle is placed in service.

5 (2) Use market participation to increase demand for clean air  
6 vehicles through incentive programs to attain equity goals for jobs  
7 in disadvantaged communities and reward companies that respect  
8 worker rights. In so doing, the Legislature will require the state  
9 board to develop labor and workforce standards to determine  
10 eligibility for programs that provide clean air incentives for  
11 manufacturers of *new* vehicles and technology and fleet purchasers  
12 of *new vehicles* that operate drayage and short-haul trucking in  
13 California.

14 (3) Maximize the environmental benefits of its investments by  
15 ensuring that recipients of fleet purchaser subsidies operate the  
16 equipment in compliance with all state laws rather than taking  
17 advantage of state incentives and then selling or otherwise  
18 transferring the equipment in question.

19 (4) Clarify that the state board's authority to maximize  
20 job-related cobenefits applies to all of the incentive funds and  
21 programs that it administers.

22 (5) Collaborate with the Labor and Workforce Development  
23 Agency, including the California Workforce Development Board  
24 and the Labor Commissioner, to develop guidelines and implement  
25 contract remedies for labor and workforce standards that include  
26 repayment of incentive funds and public disclosure of labor and  
27 workforce data.

28 (6) Expand upon the state board's current approach of using  
29 multiyear incentive contracts to clearly set the conditions for  
30 attaining the state's clean air objectives with workforce cobenefits.  
31 Relevant conditions already in place for heavy-duty trucks include  
32 compliance with state law and contract terms for multiyear  
33 ownership and control of the equipment.

34 39681. This chapter establishes labor and workforce standards  
35 as a cobenefit of incentive programs for the purchase of *new*  
36 vehicles or vehicle technology that are based on clean air standards.  
37 To be eligible for an incentive program, a participant shall first  
38 meet the clean air standard, and then they may qualify for ~~all or a~~  
39 ~~percentage of that full~~ *the* incentive by meeting the labor and  
40 workforce standards under this chapter.



1 39682. For purposes of this chapter, the following definitions  
2 apply:

3 (a) “Clean air standards” include the standards that the state  
4 board sets to reduce air pollution or reduce emissions of greenhouse  
5 gases pursuant to this division or Division 25.5 (commencing with  
6 Section 38500).

7 (b) “*Final assembly point*” means the plant, factory, or other  
8 place, which is a building or series of buildings in close proximity,  
9 where a new light-duty vehicle, including a passenger vehicle, or  
10 a medium- or heavy-duty motor vehicle is produced or assembled  
11 in the United States from motor vehicle equipment and from which  
12 the vehicle is delivered to a dealer in a condition that all  
13 component parts necessary to the mechanical operation of the  
14 vehicle are included with the vehicle whether or not the component  
15 parts are permanently installed in or on the vehicle. For a  
16 multistage vehicle, the final assembly point is the location where  
17 the first-stage vehicle is assembled.

18 ~~(b)~~

19 (c) “Incentive” includes a grant, loan, voucher, or other  
20 incentive, regardless of the source of revenue that funds the  
21 incentive, for the purchase of motor vehicles or vehicle technology.  
22 *new motor vehicles.*

23 ~~(e)~~

24 (d) “Short-haul trucking service” means movement of goods  
25 by truck within an a 150-air-mile radius of the normal working  
26 reporting location while in service within the state.

27 39683. (a) The state board, in consultation with the Labor and  
28 Workforce Development Agency, including the California  
29 Workforce Development Board and the Labor Commissioner, shall  
30 condition eligibility to participate in incentive programs for *new*  
31 vehicle or vehicle technology purchasing on compliance with the  
32 labor and workforce standards described in this chapter.

33 (b) (1) The state board, in collaboration with the Labor and  
34 Workforce Development Agency, including the California  
35 Workforce Development Board and the Labor Commissioner, shall  
36 develop operational guidelines for applying the standards in this  
37 chapter to incentive programs subject to this chapter. In these  
38 guidelines, the state board may interpret the scope of applicability,  
39 terms of labor and workforce standards, and implementation,  
40 consistent with this chapter.

1 (2) The state board may solicit recommendations regarding  
2 implementation and delegate any duties in this chapter to the Labor  
3 and Workforce Development Agency.

4 39683.5. (a) The state board shall provide an opportunity for  
5 public input before finalizing the operational guidelines developed  
6 pursuant to this chapter.

7 (b) Chapter 3.5 (commencing with Section 11340) of the Part  
8 1 of Division 3 of Title 2 of the Government Code does not apply  
9 to the adoption of the operational guidelines.

10 (c) (1) The state board shall adopt the operational guidelines  
11 on or before ~~April 1, 2022~~, *January 1, 2023*, after consultation  
12 pursuant to subdivision (b) of Section 39683 and after receiving  
13 public input pursuant to subdivision (a).

14 (2) *The operational guidelines shall become effective on January*  
15 *1, 2025, and shall condition the eligibility of new light-, medium-,*  
16 *and heavy-duty vehicles for incentives that meet both of the*  
17 *following:*

18 (A) *Consistency with the Federal Transit Administration's*  
19 *guidance for domestic content standards for federal procurement*  
20 *of those types of vehicles.*

21 (B) *Require 100 percent of the vehicle be assembled at a final*  
22 *assembly point in the United States.*

23 (d) (1) ~~On or before July 1, 2022, As part of its operational~~  
24 ~~guidelines development process, if the state board shall determine~~  
25 ~~whether determines~~ there are any constraints to applying the  
26 requirements of Article 2 (commencing with Section 39690) and  
27 Article 3 (commencing with Section 39695) to each incentive  
28 program that is subject to this ~~chapter.~~ *chapter, the state board*  
29 *may delay or suspend the implementation of the requirements of*  
30 *this chapter that are not feasible and shall reevaluate the feasibility*  
31 *of implementing those requirements in future operational*  
32 *guidelines.*

33 (2) In determining whether there are any constraints to  
34 implementation, the state board may consider consistency with  
35 the statutory goals of the incentive program to reduce air pollution  
36 or emissions of greenhouse gases and state board's capacity to  
37 enforce the applicable labor and workforce standards.

38 (3) (A) ~~Except as provided in subparagraph (B), this chapter~~  
39 ~~applies to an incentive program on or before July 1, 2022.~~

40 (B)

1 (3) If the state board determines that there are constraints  
2 preventing the application of the requirements of Article 2  
3 (commencing with Section 39690) and Article 3 (commencing  
4 with Section 39695) to an incentive program, the state board shall  
5 notify the Legislature, on or before ~~July 1, 2022~~, *January 1, 2023*,  
6 with a written report, submitted in accordance with Section 9795  
7 of the Government Code, of findings and constraints, and possible  
8 remedies that would eliminate the constraints in question. ~~To the~~  
9 ~~extent the state board can implement the remedy, the state board~~  
10 ~~shall do so as soon as possible. To the extent that the state board~~  
11 ~~cannot implement the necessary remedy that would allow for the~~  
12 ~~implementation of this chapter to an incentive program, the state~~  
13 ~~board shall include this fact in its report to the Legislature. The~~  
14 ~~state board may defer the application of this chapter to the incentive~~  
15 ~~program, not to exceed one year from the time of notification to~~  
16 ~~the Legislature.~~

17 39684. This chapter applies to all incentive programs for the  
18 purchase of *new* vehicles ~~or vehicle technology~~ that receive funding  
19 from, or are administered by, the state board, including, but not  
20 limited to, all of the following:

21 (a) An incentive program funded by a fund, including, but not  
22 limited to, all of the following funds:

- 23 (1) The Greenhouse Gas Reduction Fund.
- 24 (2) The Air Quality Improvement Fund.
- 25 (3) The Carl Moyer Memorial Air Standards Attainment Trust  
26 Fund.
- 27 (4) The Air Pollution Control Fund.

28 (b) An incentive program funded wholly or partially by the state  
29 board, including, but not limited to, all of the following:

- 30 (1) The Truck Loan Assistance Program under subdivision (c)  
31 of Section 44274.
- 32 (2) A local or regional incentive program.
- 33 (3) A public-private partnership.

34 (c) An incentive program funded by a settlement fund under  
35 the state board's jurisdiction, including, but not limited to, both  
36 of the following:

- 37 (1) The partial consent decree in *United States of America v.*  
38 *Volkswagen AG et al.*, under Section 39614.
- 39 (2) The consent decree in *United States of America v. Daimler*  
40 *AG and Mercedes-Benz USA, LLC, LLC*, Case No. ~~1:20-vc-2564~~

1 *1:20-cv-2564* (N.D. Cal.) and the partial consent decree in People  
2 of the State of California v. Daimler AG and Mercedes-Benz USA,  
3 ~~LLC~~, *LLC*, Case No. 1:20-cv-2565 (N.D. Cal.).

4 39685. This chapter establishes baseline standards, job quality  
5 standards, and a structure for full or partial eligibility to participate  
6 in incentive programs for the purchase of ~~vehicles or vehicle~~  
7 ~~technology~~; *new vehicles*. This chapter applies the standards to the  
8 following program participants:

9 (a) Manufacturers of ~~vehicles and technology~~; *new on-road*  
10 *vehicles*.

11 (b) Fleet purchasers of *new vehicles and vehicle technology* for  
12 drayage and short-haul trucking services within the state. The  
13 standards do not apply to other fleet purchases for operations  
14 outside of this scope.

15 39686. The state board or an agency administering an incentive  
16 program subject to this chapter, in collaboration with the Labor  
17 Commissioner, shall enforce the standards set forth in Article 2  
18 (commencing with Section 39690) and Article 3 (commencing  
19 with Section 39695).

20 39687. (a) The Labor Commissioner, at the request of the  
21 agency administering an incentive program or the state board, may  
22 investigate an allegation regarding a violation of the standards set  
23 forth in Article 2 (commencing with Section 39690) or Article 3  
24 (commencing with Section 39695).

25 (b) Unless contrary to Section 19542 of the Revenue and  
26 Taxation Code, and notwithstanding any other law or effort to  
27 maintain their secrecy, the data and certifications disclosed by a  
28 manufacturer pursuant to Article 2 (commencing with Section  
29 39690) or a fleet purchaser pursuant to Article 3 (commencing  
30 with Section 39695) are public records that may be disclosed to  
31 the public and are not trade secrets.

32 (c) The state board shall develop an internet website that displays  
33 public information from manufacturers or fleet purchasers  
34 participating in incentive programs that are subject to this chapter  
35 regarding their disclosures and certifications of compliance with  
36 the labor and workforce standards.

37 39687.5. (a) (1) In addition to requiring accurate certification  
38 of compliance and disclosure of data, the state board or the agency  
39 administering an incentive program shall require that manufacturers  
40 of a *new vehicle or vehicle technology* eligible for an incentive

1 sign a contract conditioning the eligibility on compliance with this  
2 chapter.

3 (2) In addition to requiring accurate certification of compliance  
4 and disclosure of data, the state board or the agency administering  
5 an incentive program shall require that fleet purchasers receiving  
6 an incentive sign contracts conditioning any incentive received on  
7 compliance with this chapter.

8 (b) The contract entered into pursuant to subdivision (a) shall  
9 state a timeframe for compliance with standards under this chapter,  
10 as follows:

11 (1) For manufacturers, the timeframe includes the application  
12 process and the three-year period before a vehicle is eligible to  
13 receive the incentive.

14 (2) For fleet purchasers, the timeframe includes the application  
15 process and a multiyear period after receiving the incentive of at  
16 least ~~10~~ *three* years.

17 39688. A manufacturer of a *new* vehicle or vehicle technology  
18 that is eligible to participate in, or a fleet purchaser receiving an  
19 incentive from, an incentive program subject to this chapter shall  
20 ~~apply~~ *comply with* the labor and workforce standards set forth in  
21 Article 2 (commencing with Section 39690) or Article 3  
22 (commencing with Section 39695), ~~as applicable, in its contracts~~  
23 ~~with subcontractors and suppliers.~~ *applicable.*

24 39688.5. (a) If an agency administering an incentive program,  
25 the state board, or the Labor Commissioner finds that a  
26 manufacturer of *new* vehicles or vehicle technology that is eligible  
27 for an incentive is in violation of the standards set forth in Article  
28 2 (commencing with Section 39690), the vehicles or vehicle  
29 ~~technology~~ of that manufacturer shall not be eligible for an  
30 incentive under the incentive program and the manufacturer shall  
31 be liable for the repayment of an amount that is equal to the total  
32 aggregate amount of ~~all the~~ incentives provided for the purchase  
33 of ~~the each~~ vehicle or vehicle technology of that manufacturer  
34 ~~under the incentive programs subject to~~ *during the time period*  
35 *that the manufacturer was out of compliance with this chapter.*

36 (b) ~~If, during the term of the contract entered into pursuant~~  
37 ~~to Section 39687.5,~~ an agency administering an incentive program,  
38 the state board, or the Labor Commissioner finds that a fleet  
39 purchaser receiving an incentive is in violation of the standards  
40 set forth in Article 3 (commencing with Section 39695), or that

1 the fleet purchaser failed to make correct and accurate disclosures  
2 required under Section 39698, the fleet purchaser *is in breach of*  
3 *the contract and* shall be liable for the repayment of ~~an~~ *the*  
4 *incentive* amount that is equal to the total aggregate amount of  
5 incentives received by the fleet ~~purchaser~~ *purchaser*, during the  
6 ~~preceding 10 years~~. *period that the fleet purchaser was out of*  
7 *compliance, up to three years after the purchases to which the*  
8 *contract applies.*

9 (c) The contract remedies specified in this section shall also  
10 bind the manufacturer's or the fleet purchaser's successors or  
11 assignees. The Labor Commissioner, the state board, or the agency  
12 administering the incentive program may require that a successor  
13 or assignee to repay any incentives received by manufacturers or  
14 fleet purchasers.

15 39688.6. (a) *The state board, in collaboration with the Labor*  
16 *and Workforce Development Agency, shall implement a process*  
17 *for the appeal of violations of this chapter.*

18 (b) *The state board, in collaboration with the Labor and*  
19 *Workforce Development Agency, shall implement a process for*  
20 *purposes of reinstating eligibility for vehicle manufacturers' or*  
21 *fleet purchasers for participation in an incentive program.*

22 39689. The provisions of this chapter are severable. If any  
23 provision of this chapter or its application is held invalid, that  
24 invalidity shall not affect other provisions or applications that can  
25 be given effect without the invalid provision or application.

26  
27 Article 2. Vehicle Manufacturing Labor and Workforce  
28 Standards

29  
30 39690. (a) This article establishes labor and workforce  
31 standards for manufacturers to meet to qualify their ~~vehicle or~~  
32 ~~vehicle technology~~, *new vehicles*, excluding public transit buses,  
33 for incentive programs subject to this chapter.

34 (b) A ~~new vehicle or vehicle technology~~ is eligible for an  
35 incentive if the manufacturer demonstrates to the agency  
36 administering the incentive program and the state board that it is  
37 in compliance with the labor and workforce standards set forth in  
38 Sections 39691 and 39692 for the prior three-year period.

39 39691. For a ~~new vehicle or vehicle technology~~ to be eligible  
40 for a ~~baseline~~ *an* incentive amount under Section 39693 or 39694,

1 *amount*, a manufacturer shall meet all of the following  
2 requirements:

3 (a) (1) Comply with the labor laws of the state where the *new*  
4 ~~vehicle or vehicle technology~~ is manufactured.

5 (2) A manufacturer shall have a three-year history of compliance  
6 with state labor laws, ~~including, but not limited to,~~ *including*  
7 classification of employees, wages and hours, ~~unemployment~~  
8 ~~compensation~~, and occupational safety and health. *A manufacturer*  
9 *is in compliance if, at the time of applying for an incentive, it does*  
10 *not have any state labor law violations that are (A) repeated,*  
11 *willful, or serious as confirmed in a final determination,*  
12 *assessment, finding, order, judgment, or award; and (B) remain*  
13 *unabated or unsatisfied following the period for which any appeal*  
14 *may be made. Serious wage-and-hour violations include those that*  
15 *affect more than 100 workers or involve more than ten thousand*  
16 *dollars (\$10,000) in wages. Serious safety and health violations*  
17 *include those that risk death or serious physical harm, as described*  
18 *in Section 666 of Title 29 of the United States Code.*

19 (3) A manufacturer shall certify to the agency administering the  
20 incentive program compliance for the past three years with state  
21 labor laws that apply to the point of manufacturing of vehicles that  
22 qualify for an incentive.

23 (b) (1) Respect internationally recognized labor rights.

24 (2) A manufacturer shall comply with internationally recognized  
25 labor rights in its supply chain of imported components. These  
26 rights include, but are not limited to, the prohibitions on forced  
27 labor, child labor, and discrimination with respect to work, and  
28 the freedom of association and right to organize.

29 (3) A manufacturer shall certify to the agency administering the  
30 incentive program and the state board compliance with  
31 internationally recognized labor rights. The state board may provide  
32 standards for this certification based on the California Sweatfree  
33 Policy, Section 6108 of the Public Contract Code, the core  
34 conventions of the International Labour Organization, Social  
35 Accountability 8000 standards, or comparable certification  
36 standards.

37 ~~(e) Achieve both of the following:~~

38 ~~(1)~~

39 (c) Assemble 100 percent of the vehicle, at the final assembly  
40 point, in the United States.

1 ~~(2) Produce battery and nonbattery domestic content as provided~~  
2 ~~in Section 39693 for light-duty vehicles or Section 39694 for~~  
3 ~~medium- or heavy-duty vehicles.~~

4 (d) Disclose data that supports the certification of compliance  
5 with this section and Section 39692.

6 39692. For a *new vehicle* ~~or vehicle technology~~ to be eligible  
7 ~~for the amount under subdivision (b) of Section 39693 or Section~~  
8 ~~39694, an incentive amount, a manufacturer shall do all of the~~  
9 following:

10 (a) Demonstrate to the agency administering the incentive  
11 program and the state board its commitment to hiring  
12 disadvantaged workers by doing both of the following:

13 (1) Demonstrate that it has commitments through a community  
14 partnership to recruit, hire, and train all of the following:

15 (A) Individuals with employment barriers that limit their ability  
16 to gain employment, including, but not limited to, unemployment,  
17 lack of work experience, lack of English language skills, technical  
18 skills or educational attainment, criminal justice history, disability  
19 status, foster care history, vulnerability to discrimination, or other  
20 barriers. The state board may further define the scope of  
21 employment barriers with reference to eligibility factors for  
22 unemployment insurance in California or other states.

23 (B) Workers who have been displaced, on and after January 1,  
24 2020, from the fossil fuel industry for nondisciplinary reasons after  
25 more than six months of service.

26 (2) Disclose to the agency administering the incentive program  
27 and the state board both of the following:

28 (A) A community benefit or workforce agreement that commits  
29 to hiring and training workers, to the extent it is available.

30 (B) Data showing that the manufacturer has hired disadvantaged  
31 workers, including those recruited through a community  
32 partnership.

33 (b) Demonstrate to the agency administering the incentive  
34 program and the state board participation in job training programs  
35 by doing both of the following:

36 (1) Produce ~~vehicle or vehicle technology~~ *new vehicles* using  
37 apprentices who are certified by a state or federal program, in  
38 conjunction with a contractually mandated training program or a  
39 plan provided to the state to train production workers, in the skills



1 and technical knowledge needed to manufacture the vehicle and  
2 related technologies.

3 (2) Certify or disclose data to the agency administering the  
4 incentive program and the state board that demonstrates its use of  
5 certified apprentices, contractually mandated training, or a plan to  
6 train production workers.

7 (c) (1) Demonstrate to the agency administering the incentive  
8 program and the state board that it pays workers in a facility where  
9 the ~~new vehicle or vehicle technology~~ is assembled the following:

10 (A) For all workers, at least 120 percent of the California  
11 minimum wage.

12 (B) For production workers, the prevailing wage for specific  
13 occupational titles. The state board may provide guidance on the  
14 prevailing wage based on data for average wages reported for  
15 production employees in the motor vehicle industry by the United  
16 States Bureau of Labor Statistics Occupational Employment  
17 Statistics.

18 (2) The manufacturer shall disclose to the agency administering  
19 the incentive program and the state board the wage average and  
20 range that it pays for specific occupational titles in facilities that  
21 assemble vehicles or vehicle technologies.

22 (d) (1) Preserve employee access to dispute settlement options  
23 available under the laws of the state where the vehicle or vehicle  
24 technology is assembled.

25 (2) The manufacturer shall disclose to the agency administering  
26 the incentive program and the state board the incentive program  
27 policies or contract terms that preserve dispute options, including  
28 access to public agencies and courts, and availability of judicial  
29 remedies.

30 (e) Demonstrate to the agency administering the incentive  
31 program and the state board its commitment to using full-time  
32 employees by disclosing both of the following:

33 (1) A community benefit or workforce agreement that sets  
34 full-time employment as a goal.

35 (2) The number and percentage of its employees who are full  
36 time and part time, permanent and temporary, and direct hire and  
37 contractor employees.

38 ~~39693. Incentives provided to light-duty vehicle or vehicle~~  
39 ~~technology shall be as follows:~~

1 (a) (1) For a manufacturer that demonstrates compliance with  
2 Section 39691, a light-duty vehicle or vehicle technology shall be  
3 eligible for incentives as follows:

4 (A) For a vehicle with nonbattery components that are produced  
5 in the United States and the nonbattery components represent up  
6 to 50 percent of the value of the vehicle, the vehicle is eligible for  
7 up to 25 percent of the incentive provided under the incentive  
8 program.

9 (B) For a vehicle with nonbattery components that are produced  
10 in the United States and the nonbattery components represent  
11 between 50 and 75 percent of the value of the vehicle, the vehicle  
12 is eligible for up to 42.5 percent of the incentive provided under  
13 the incentive program.

14 (C) For a vehicle with nonbattery components that are produced  
15 in the United States and the nonbattery components represent  
16 between 75 and 100 percent of the value of the vehicle, the vehicle  
17 is eligible for up to 60 percent of the incentive provided under the  
18 incentive program.

19 (2) On and after January 1, 2025, for a vehicle or vehicle  
20 technology to be eligible for the incentive under paragraph (1), all  
21 batteries and fuel cells for the vehicle or vehicle technology shall  
22 be produced in the United States.

23 (b) For a manufacturer that demonstrates compliance with  
24 Sections 39691 and 39692, a light-duty vehicle or vehicle  
25 technology shall be eligible for an additional 40 percent of the  
26 incentive provided under the incentive program.

27 39694. A medium- or heavy-duty vehicle or vehicle technology  
28 shall be eligible for incentives if the manufacturer complies with  
29 Sections 39691 and 39692. The incentive provided shall be based  
30 on the model year of the vehicle or vehicle technology and the  
31 percentage of nonbattery components produced in the United States  
32 as follows:

33 (a) (1) For model year 2023 vehicles with nonbattery  
34 components that are produced in the United States and the  
35 nonbattery components represent less than 60 percent of the value  
36 of the vehicle, 75 percent of the incentive shall be provided.

37 (2) For model year 2023 vehicles with nonbattery components  
38 that are produced in the United States and the nonbattery  
39 components represent 60 percent or more of the value of the  
40 vehicle, 100 percent of the incentive shall be provided.

1 ~~(b) Model year 2024 vehicles with nonbattery components that~~  
2 ~~are produced in the United States and the nonbattery components~~  
3 ~~represent at least 65 percent of the value of the vehicle shall be~~  
4 ~~eligible under the incentive program.~~

5 ~~(c) Model year 2025 vehicles with nonbattery components that~~  
6 ~~are produced in the United States and the nonbattery components~~  
7 ~~represent at least 70 percent of the value of the vehicle shall be~~  
8 ~~eligible under the incentive program.~~

9 ~~(d) Model year 2026 vehicles with nonbattery components that~~  
10 ~~are produced in the United States and the nonbattery components~~  
11 ~~represent at least 75 percent of the value of the vehicle shall be~~  
12 ~~eligible under the incentive program.~~

13 ~~(e) Model year 2027 and later model year vehicles with~~  
14 ~~nonbattery components that are produced in the United States and~~  
15 ~~the nonbattery components represent at least 80 percent of the~~  
16 ~~value of the vehicle shall be eligible under the incentive program.~~

17 39693. *(a) Except as provided in subdivision (b), a new*  
18 *light-duty vehicle shall be eligible for an incentive provided by an*  
19 *incentive program subject to this chapter as follows:*

20 *(1) If the manufacturer demonstrates compliance with Sections*  
21 *39691 and 39692, the vehicle is eligible for 40 percent of the*  
22 *amount of the incentive provided.*

23 *(2) In addition to paragraph (1), if the manufacturer*  
24 *demonstrates that the domestic content of the vehicle, by January*  
25 *1, 2025, complies with the Federal Transit Administration's*  
26 *domestic content standards for federal procurement of light-duty*  
27 *vehicles, the vehicle is eligible for 100 percent of the amount of*  
28 *the incentive provided.*

29 *(b) (1) Notwithstanding subdivision (a), if the state board*  
30 *determines that there are constraints to the implementation of the*  
31 *domestic content requirement specified in paragraph (2) of*  
32 *subdivision (a) and delays or suspends the implementation of that*  
33 *requirement pursuant to subdivision (d) of Section 39683.5, a*  
34 *vehicle shall be eligible for 100 percent of the amount of the*  
35 *incentive provided if paragraph (1) of subdivision (a) is satisfied.*

36 *(2) If the state board determines that there are constraints to*  
37 *the implementation of a requirement of Section 39691 or 39692*  
38 *and delays or suspends the implementation of that requirement*  
39 *pursuant to subdivision (d) of Section 39683.5, noncompliance*

1 *with that requirement shall not affect the eligibility of the vehicle*  
2 *for an incentive pursuant to this section.*

3 39694. (a) *Except as provided in subdivision (b), a new*  
4 *medium- or heavy-duty vehicle shall be eligible for an incentive*  
5 *if the manufacturer complies with Sections 39691 and 39692, and*  
6 *if the vehicle, by January 1, 2025, complies with the Federal*  
7 *Transit Administration’s domestic content standards for federal*  
8 *procurement, the vehicle shall be eligible to receive 100 percent*  
9 *of the incentive provided.*

10 (b) *If the state board determines that there are constraints to*  
11 *the implementation of a requirement of Section 39691 or 39692,*  
12 *or the domestic content standards described in subdivision (a),*  
13 *and delays or suspends the implementation of that requirement*  
14 *pursuant to subdivision (d) of Section 39683.5, noncompliance*  
15 *with that requirement shall not affect the eligibility of the vehicle*  
16 *for an incentive pursuant to this section.*

17

18 Article 3. Fleet Purchaser Labor and Workforce Standards

19

20 39695. For purposes of this chapter, the following definitions  
21 apply:

22 ~~(a) “Applicable laws” mean California labor, employment,~~  
23 ~~payroll tax, and health and safety laws and regulations, including,~~  
24 ~~but not limited to, classification of employees, wages and hours,~~  
25 ~~unemployment compensation, and occupational health and safety.~~

26 (a) *“Applicable law violation” means a violation that has a*  
27 *final determination, order, judgment, or award issued against a*  
28 *fleet purchaser of vehicles for engaging in illegal conduct arising*  
29 *out of misclassification of employees as independent contractors,*  
30 *including the failure to pay wages, imposing unlawful expenses*  
31 *on employees, failure to remit payroll taxes, and failure to provide*  
32 *workers’ compensation insurance, and that remains unabated or*  
33 *unsatisfied following the period during which an appeal may be*  
34 *made.*

35 (b) *“Fleet operations” includes, but is not limited to, port drayage*  
36 *service and short-haul transport of goods. The state board may*  
37 *adopt guidance to interpret the scope of these operations to conform*  
38 *with law.*

39 39696. (a) ~~A fleet purchaser of new vehicles or vehicle~~  
40 ~~technologies~~ is eligible to participate in an incentive program

1 subject to this chapter if it is in compliance with all applicable  
2 laws *can demonstrate that it does not have any applicable law*  
3 *violation* at the time of applying for the incentive.

4 ~~(b) A fleet purchaser is not eligible to participate in an incentive~~  
5 ~~program subject to this chapter if there are final unsatisfied or~~  
6 ~~unabated judgments, rulings, citations, decisions, orders, or awards~~  
7 ~~finding that the fleet purchaser has violated applicable law with~~  
8 ~~regards to its fleet operations:~~

9 (e)

10 (b) A fleet purchaser that is on the list maintained by the  
11 Division of Labor Standards Enforcement under Section 2810.4  
12 of the Labor Code is not eligible to participate in an incentive  
13 program subject to this chapter.

14 ~~(d)~~

15 (c) The state board may accept information from a person  
16 regarding a fleet purchaser's compliance with applicable laws.  
17 *eligibility for the incentive program.*

18 (e)

19 (d) The state board shall affirmatively collaborate with the  
20 Department of Industrial Relations or the Labor Commissioner to  
21 identify fleet purchasers that are not in compliance with applicable  
22 laws. *have applicable law violations.*

23 ~~(f) A fleet purchaser is eligible to participate in an incentive~~  
24 ~~program only if it preserves for its employees access to dispute~~  
25 ~~settlement options under state law, including access to state~~  
26 ~~agencies and the courts, and judicial remedies.~~

27 39697. (a) A fleet purchaser that receives incentives for the  
28 purchase of *new* vehicles or vehicle technologies shall use the  
29 vehicle or vehicle technology purchased with the incentives for  
30 its own operation under its own operating authority and shall not  
31 sublease or otherwise transfer the interest in the vehicle or vehicle  
32 technology within 10 years of the purchase.

33 (b) A fleet purchaser shall retain direct control over the manner  
34 and means for performance of any individual or entity using or  
35 driving the vehicle or vehicle technology. *vehicle.*

36 39698. (a) (1) Upon application for an incentive, a fleet  
37 purchaser shall certify compliance with Section ~~39695~~ 39696 and  
38 make the disclosure required under this section.

39 (2) (A) A fleet purchaser that receives an incentive as a grant,  
40 loan, or other form of agreement shall, on a yearly basis, for the

1 life of the grant, loan, or agreement, or for ~~10~~ *three* years after the  
2 receipt of the incentive, whichever is longer, certify compliance  
3 with Section ~~39695~~ *39696* and make the disclosure required  
4 pursuant to this section to the agency administering the incentive  
5 program and to the state board.

6 (B) A fleet purchaser that receives an incentive as a one-time  
7 rebate or voucher, on a yearly basis, for *the life of the grant, loan,*  
8 *or agreement, or for a period of 10 years three years, whichever*  
9 *is longer*, after the receipt of the incentive, shall certify compliance  
10 with Section ~~39695~~ *39696* and make the disclosure required  
11 pursuant to this section to the agency administering the incentive  
12 program and the state board.

13 (b) ~~A~~ *As required under subdivision (a),* a fleet purchaser  
14 ~~applying for an incentive, upon application,~~ shall disclose *or*  
15 *provide* to the agency administering the incentive program and to  
16 the state board ~~all~~ *both* of the following:

17 (1) A copy of any judgments, rulings, citations, decisions, orders,  
18 or awards finding that the fleet purchaser or any parent company  
19 or subsidiary or other commonly controlled entity has ~~violated any~~  
20 *applicable law violations that remains remain* unsatisfied or  
21 *unabated as of the date of application, even if they are being*  
22 *appealed. application and following the period for which an appeal*  
23 *may be made.*

24 (2) ~~A copy of any judgments, rulings, citations, decisions, orders,~~  
25 ~~or award findings, after the date of application, that the fleet~~  
26 ~~purchaser or any parent company or subsidiary or other commonly~~  
27 ~~controlled entity has violated any labor, employment, or health~~  
28 ~~and safety law or regulation.~~

29 (3)

30 (2) A list of all operating authorities under which the vehicle  
31 ~~or vehicle technology~~ purchased will be or was operated.

32 (e) ~~A fleet purchaser that receives incentives as a grant, loan,~~  
33 ~~or other form of agreement shall, on a yearly basis, for the life of~~  
34 ~~the grant, loan, or agreement, disclose to the agency administering~~  
35 ~~the incentive program and the state board, all of the following:~~

36 (1) ~~Information required pursuant to this chapter.~~

37 (2)

38 (3) A list of all of the individuals who have operated that ~~vehiele~~  
39 ~~or vehicle technology.~~ *vehicle.*

40 (3)

1 (4) A certification that the fleet purchaser maintained control  
2 of the individuals operating the ~~vehicle or vehicle technology,~~  
3 *vehicle*, and maintained control of the ~~vehicle or vehicle~~  
4 ~~technology.~~ *vehicle*.

5 ~~(4)~~

6 (5) A certification that the fleet purchaser has completed all  
7 required maintenance and upkeep on the ~~vehicle or vehicle~~  
8 ~~technology~~ purchased with the incentive.

9 ~~(d) A fleet purchaser shall disclose to the agency administering~~  
10 ~~the incentive program and the state board policies and contract~~  
11 ~~terms that preserve for its employees access to dispute settlement~~  
12 ~~options under state law.~~

13 SEC. 6. Section 39712 of the Health and Safety Code is  
14 amended to read:

15 39712. (a) (1) It is the intent of the Legislature that moneys  
16 shall be appropriated from the fund only in a manner consistent  
17 with the requirements of this chapter and Article 9.7 (commencing  
18 with Section 16428.8) of Chapter 2 of Part 2 of Division 4 of Title  
19 2 of the Government Code.

20 (2) The state shall not approve allocations for a measure or  
21 program using moneys appropriated from the fund except after  
22 determining, based on the available evidence, that the use of those  
23 moneys furthers the regulatory purposes of Division 25.5  
24 (commencing with Section 38500) and is consistent with law. If  
25 any expenditure of moneys from the fund for any measure or  
26 project is determined by a court to be inconsistent with law, the  
27 allocations for the remaining measures or projects shall be  
28 severable and shall not be affected.

29 (3) An eligible expenditure of moneys appropriated to the  
30 Department of Community Services and Development may occur  
31 over multiple fiscal years and the department may make multiyear  
32 funding commitments over a period of more than one fiscal year.

33 (b) Moneys shall be used to facilitate the achievement of  
34 reductions of greenhouse gas emissions in this state consistent  
35 with Division 25.5 (commencing with Section 38500) and, where  
36 applicable and to the extent feasible:

37 (1) Maximize economic, environmental, and public health  
38 benefits to the state.

1 (2) Foster job creation by promoting in-state greenhouse gas  
2 emissions reduction projects carried out by California workers and  
3 businesses.

4 (3) Complement efforts to improve air quality.

5 (4) Direct investment toward the most disadvantaged  
6 communities and households in the state.

7 (5) Provide opportunities for businesses, public agencies, Native  
8 American tribes in the state, nonprofits, and other community  
9 institutions to participate in and benefit from statewide efforts to  
10 reduce greenhouse gas emissions.

11 (6) Lessen the impacts and effects of climate change on the  
12 state's communities, economy, and environment.

13 (c) Moneys appropriated from the fund may be allocated,  
14 consistent with subdivision (a), for the purpose of reducing  
15 greenhouse gas emissions in this state through investments that  
16 may include, but are not limited to, any of the following:

17 (1) Funding to reduce greenhouse gas emissions through energy  
18 efficiency, clean and renewable energy generation, distributed  
19 renewable energy generation, transmission and storage, and other  
20 related actions, including, but not limited to, at public universities,  
21 state and local public buildings, and industrial and manufacturing  
22 facilities.

23 (2) Funding to reduce greenhouse gas emissions through the  
24 development of state-of-the-art systems to move goods and freight,  
25 advanced technology vehicles and vehicle infrastructure, advanced  
26 biofuels, and low-carbon and efficient public transportation.

27 (3) Funding to reduce greenhouse gas emissions associated with  
28 water use and supply, land and natural resource conservation and  
29 management, forestry, and sustainable agriculture.

30 (4) Funding to reduce greenhouse gas emissions through  
31 strategic planning and development of sustainable infrastructure  
32 projects, including, but not limited to, transportation and housing.

33 (5) Funding to reduce greenhouse gas emissions through  
34 increased in-state diversion of municipal solid waste from disposal  
35 through waste reduction, diversion, and reuse.

36 (6) Funding to reduce greenhouse gas emissions through  
37 investments in programs implemented by local and regional  
38 agencies, local and regional collaboratives, Native American tribes  
39 in the state, and nonprofit organizations coordinating with local  
40 governments.



1 (7) Funding research, development, and deployment of  
2 innovative technologies, measures, and practices related to  
3 programs and projects funded pursuant to this chapter.

4 (d) Moneys directed to grant, loan, voucher, or other incentive  
5 programs shall be conditioned on the requirements of Chapter 3.6  
6 (commencing with Section 39680), as applicable.

7 SEC. 7. Section 43015 of the Health and Safety Code is  
8 amended to read:

9 43015. (a) The Air Pollution Control Fund is continued in  
10 existence in the State Treasury. Upon appropriation by the  
11 Legislature, the money in the fund shall be available to the state  
12 board to carry out its duties and functions.

13 (b) Projects using grants, loans, vouchers, or other incentives  
14 funded in part or whole by the Air Pollution Control Fund shall  
15 be conditioned on the requirements of Chapter 3.6 (commencing  
16 with Section 39680) of Part 2, as applicable. The state board may  
17 include in an existing report its description of how projects funded  
18 by the Air Pollution Control Fund are implementing the labor and  
19 workforce standards described in Chapter 3.6 (commencing with  
20 Section 39680) of Part 2, as applicable.

21 SEC. 8. Section 44274 of the Health and Safety Code is  
22 amended to read:

23 44274. (a) The Air Quality Improvement Program is hereby  
24 created. The program shall be administered by the state board, in  
25 consultation with the districts. The state board shall develop  
26 guidelines to implement the program. Prior to the adoption of the  
27 guidelines, the state board shall hold at least one public hearing.  
28 In addition, the state board shall hold at least three public  
29 workshops with at least one workshop in northern California, one  
30 in the central valley, and one in southern California. The purpose  
31 of the program shall be to fund, upon appropriation by the  
32 Legislature, air quality improvement projects relating to fuel and  
33 vehicle technologies. The primary purpose of the program shall  
34 be to fund projects to reduce criteria air pollutants, improve air  
35 quality, and provide funding for research to determine and improve  
36 the air quality impacts of alternative transportation fuels and  
37 vehicles, vessels, and equipment technologies.

38 (b) The state board shall provide preference in awarding funding  
39 to those projects with higher benefit-cost scores that maximize the  
40 purposes and goals of the Air Quality Improvement Program. The

1 state board also may give additional preference based on the  
2 following criteria, as applicable, in funding awards to projects:

3 (1) Proposed or potential reduction of criteria or toxic air  
4 pollutants.

5 (2) Contribution to regional air quality improvement.

6 (3) Ability to promote the use of clean alternative fuels and  
7 vehicle technologies as determined by the state board, in  
8 coordination with the commission.

9 (4) Ability to achieve climate change benefits in addition to  
10 criteria pollutant or air toxic emissions reductions.

11 (5) Ability to support market transformation of California's  
12 vehicle or equipment fleet to utilize low carbon or zero-emission  
13 technologies.

14 (6) Ability to leverage private capital investments.

15 (c) The program shall be limited to competitive grants, revolving  
16 loans, loan guarantees, loans, and other appropriate funding  
17 measures that further the purposes of the program. Projects to be  
18 funded shall include only the following:

19 (1) ~~On-road~~ *On-road* and off-road equipment projects that are  
20 cost effective.

21 (2) Projects that provide mitigation for off-road gasoline exhaust  
22 and evaporative emissions.

23 (3) Projects that provide research to determine the air quality  
24 impacts of alternative fuels and projects that study the life-cycle  
25 impacts of alternative fuels and conventional fuels, the emissions  
26 of biofuel and advanced reformulated gasoline blends, and air  
27 pollution improvements and control technologies for use with  
28 alternative fuels and vehicles.

29 (4) Projects that augment the University of California's  
30 agricultural experiment station and cooperative extension programs  
31 for research to increase sustainable biofuels production and  
32 improve the collection of biomass feedstock.

33 (5) Incentives for small off-road equipment replacement to  
34 encourage consumers to replace internal combustion engine lawn  
35 and garden equipment.

36 (6) Incentives for medium- and heavy-duty vehicles and  
37 equipment mitigation, including all of the following:

38 (A) Lower emission schoolbus programs.

39 (B) Electric, hybrid, and plug-in hybrid ~~on-road~~ *on-road* and  
40 off-road medium- and heavy-duty equipment.

1 (C) Regional air quality improvement and attainment programs  
2 implemented by the state or districts in the most impacted regions  
3 of the state.

4 (7) Workforce training initiatives related to advanced energy  
5 technology designed to reduce air pollution, including  
6 state-of-the-art equipment and goods, and new processes and  
7 systems. Workforce training initiatives funded shall be broad-based  
8 partnerships that leverage other public and private job training  
9 programs and resources. These partnerships may include, though  
10 are not limited to, employers, labor unions, labor-management  
11 partnerships, community organizations, workforce investment  
12 boards, postsecondary education providers including community  
13 colleges, and economic development agencies.

14 (8) Incentives to identify and reduce emissions from  
15 high-emitting light-duty vehicles.

16 (d) (1) Beginning January 1, 2011, the state board shall submit  
17 to the Legislature a biennial report to evaluate the implementation  
18 of the Air Quality Improvement Program established pursuant to  
19 this chapter.

20 (2) The report shall include all of the following:

21 (A) A list of projects funded by the Air Quality Improvement  
22 Account.

23 (B) The expected benefits of the projects in promoting clean,  
24 alternative fuels and vehicle technologies.

25 (C) Improvement in air quality and public health, greenhouse  
26 gas emissions reductions, and the progress made toward achieving  
27 these benefits.

28 (D) The impact of the projects in making progress toward  
29 attainment of state and federal air quality standards.

30 (E) Recommendations for future actions.

31 (3) The state board may include the information required to be  
32 reported pursuant to paragraph (1) in an existing report to the  
33 Legislature as the state board deems appropriate. The state board  
34 may also include in an existing report the description of how grant,  
35 loan, voucher, or other incentive projects that receive moneys from  
36 the Air Quality Improvement Fund are implementing the labor  
37 and workforce standards required by Chapter 3.6 (commencing  
38 with Section 39680) of Part 2, as applicable.

39 (e) Projects using grants, loans, vouchers, or other incentives  
40 funded in part or whole by the Air Quality Improvement Fund

1 shall be conditioned on the requirements of Chapter 3.6  
2 (commencing with Section 39680) of Part 2, as applicable.

3 SEC. 9. Section 44282 of the Health and Safety Code, as  
4 amended by Section 9 of Chapter 610 of the Statutes of 2015, is  
5 amended to read:

6 44282. The following criteria apply to all projects to be funded  
7 through the program except for projects funded through the  
8 infrastructure demonstration program and infrastructure projects,  
9 pursuant to subdivision (c) of Section 44281 and Section 44284:

10 (a) The state board may establish project criteria, including  
11 minimum project life for source categories, in the guidelines  
12 described in Section 44287. For previously unregulated source  
13 categories, project criteria shall consider the timing of newly  
14 established regulatory requirements.

15 (b) To be eligible, projects shall meet the cost-effectiveness per  
16 ton of covered emissions reduced requirements of Section 44283.

17 (c) To be eligible, retrofits, repowers, and installation of add-on  
18 equipment for covered vehicles shall be performed, or new covered  
19 vehicles delivered to the end user, or covered vehicles scrapped  
20 on or after the date the program is implemented.

21 (d) Retrofit technologies, new engines, and new vehicles shall  
22 be certified for sale or under experimental permit for operation in  
23 California.

24 (e) Repower projects that replace older, uncontrolled engines  
25 with new, emissions-certified engines or that replace  
26 emissions-certified engines with new engines certified to a more  
27 stringent NO<sub>x</sub> emissions standard are approvable subject to the  
28 other applicable selection criteria. The state board shall determine  
29 appropriate baseline emission levels for the uncontrolled engines  
30 being replaced.

31 (f) For heavy-duty-vehicle projects, retrofit and add-on  
32 equipment projects shall document a NO<sub>x</sub> or PM emission  
33 reduction of at least 25 percent and no increase in other covered  
34 emissions compared to the applicable baseline emissions accepted  
35 by the state board for that engine year and application. The state  
36 board shall determine appropriate baseline emission levels.  
37 Acceptable documentation shall be defined by the state board.  
38 After study of available emission reduction technologies and after  
39 public notice and comment, the state board may revise the  
40 minimum percentage emission reduction criterion for retrofits and

1 add-on equipment provided for in this section to improve the ability  
2 of the program to achieve its goals.

3 (g) (1) For heavy-duty-vehicle projects involving the purchase  
4 of new very low or zero-emission vehicles, engines shall be  
5 certified to an optional low NO<sub>x</sub> emissions standard established  
6 by the state board, except as provided for in paragraph (2).

7 (2) For heavy-duty-vehicle projects involving the purchase of  
8 new very low or zero-emission covered vehicles for which no  
9 optional low NO<sub>x</sub> emission standards are available, documentation  
10 shall be provided showing that the low or zero-emission engine  
11 emits not more than 70 percent of the NO<sub>x</sub> or NO<sub>x</sub> plus  
12 hydrocarbon emissions of a new engine certified to the applicable  
13 baseline NO<sub>x</sub> or NO<sub>x</sub> plus hydrocarbon emission standard for that  
14 engine and meets applicable particulate standards. The state board  
15 shall specify the documentation required. If no baseline emission  
16 standard exists for new vehicles in a particular category, the state  
17 board shall determine an appropriate baseline emission level for  
18 comparison.

19 (h) For projects other than heavy-duty-vehicle projects, the state  
20 board shall determine appropriate criteria under the provisions of  
21 Section 44287.

22 (i) Projects using grants, loans, vouchers, or other incentives  
23 pursuant to this chapter shall condition eligibility on the  
24 requirements of Chapter 3.6 (commencing with Section 39680) of  
25 Part 2, as applicable.

26 (j) This section shall remain in effect only until January 1, 2024,  
27 and as of that date is repealed, unless a later enacted statute, that  
28 is enacted before January 1, 2024, deletes or extends that date.

29 SEC. 10. Section 44282 of the Health and Safety Code, as  
30 amended by Section 22 of Chapter 401 of the Statutes of 2013, is  
31 amended to read:

32 44282. The following criteria apply to all projects to be funded  
33 through the program except for projects funded through the  
34 infrastructure demonstration program:

35 (a) Except for projects involving marine vessels, 75 percent or  
36 more of vehicle miles traveled or hours of operation shall be  
37 projected to be in California for at least five years following the  
38 grant award. Projects involving marine vessels and engines shall  
39 be limited to those that spend enough time operating in California  
40 air basins over the lifetime of the project to meet the

1 cost-effectiveness criteria based on NO<sub>x</sub> reductions in California,  
2 as provided in Section 44283.

3 (b) To be eligible, projects shall meet cost-effectiveness per ton  
4 of NO<sub>x</sub> reduced requirements of Section 44283.

5 (c) To be eligible, retrofits, repowers, and installation of add-on  
6 equipment for covered vehicles shall be performed, or new covered  
7 vehicles delivered to the end user, on or after the date the program  
8 is implemented.

9 (d) Retrofit technologies, new engines, and new vehicles shall  
10 be certified for sale or under experimental permit for operation in  
11 California.

12 (e) Repower projects that replace older, uncontrolled engines  
13 with new, emissions-certified engines or that replace  
14 emissions-certified engines with new engines certified to a more  
15 stringent NO<sub>x</sub> emissions standard are approvable subject to the  
16 other applicable selection criteria. The state board shall determine  
17 appropriate baseline emission levels for the uncontrolled engines  
18 being replaced.

19 (f) Retrofit and add-on equipment projects shall document a  
20 NO<sub>x</sub> emission reduction of at least 25 percent and no increase in  
21 particulate emissions compared to the applicable baseline emissions  
22 accepted by the state board for that engine year and application.  
23 The state board shall determine appropriate baseline emission  
24 levels. Acceptable documentation shall be defined by the state  
25 board. After study of available emission reduction technologies  
26 and after public notice and comment, the state board may revise  
27 the minimum percentage NO<sub>x</sub> reduction criterion for retrofits and  
28 add-on equipment provided for in this section to improve the ability  
29 of the program to achieve its goals.

30 (g) (1) For projects involving the purchase of new very low or  
31 zero-emission vehicles, engines shall be certified to an optional  
32 low NO<sub>x</sub> emissions standard established by the state board, except  
33 as provided for in paragraph (2).

34 (2) For projects involving the purchase of new very low or  
35 zero-emission covered vehicles for which no optional low NO<sub>x</sub>  
36 emission standards are available, documentation shall be provided  
37 showing that the ~~low~~ low- or zero-emission engine emits not more  
38 than 70 percent of the NO<sub>x</sub> or NO<sub>x</sub> plus hydrocarbon emissions of  
39 a new engine certified to the applicable baseline NO<sub>x</sub> or NO<sub>x</sub> plus  
40 hydrocarbon emission standard for that engine and meets applicable

1 particulate standards. The state board shall specify the  
2 documentation required. If no baseline emission standard exists  
3 for new vehicles in a particular category, the state board shall  
4 determine an appropriate baseline emission level for comparison.

5 (h) Projects using grants, loans, vouchers, or other incentives  
6 pursuant to this chapter shall condition eligibility on the  
7 requirements of Chapter 3.6 (commencing with Section 39680) of  
8 Part 2, as applicable.

9 (i) This section shall become operative on January 1, 2024.

10 SEC. 11. Section 44295.5 is added to the Health and Safety  
11 Code, to read:

12 44295.5. Beginning January 1, 2023, any program funded by  
13 the Carl Moyer Memorial Air Quality Standards Attainment  
14 Program that provides grants, loans, vouchers, or other incentives  
15 shall comply with the reporting requirements in Chapter 3.6  
16 (commencing with Section 39680) of Part 2. The state board may  
17 include in an existing report its description of how Carl Moyer  
18 programs are implementing the labor and workforce standards  
19 required by Chapter 3.6 (commencing with Section 39680) of Part  
20 2, as applicable.

LEGISLATIVE COMMITTEE  
MEETING OF 05/19/2021

O

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Margaret Abe-Koga and Pauline Russo Cutter, and Members of the Legislative Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 13, 2021

Re: Federal Legislative Update

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RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Legislative Committee (Committee) will receive an update on recent events of significance on the federal level for the 117th Congress (2021-2022), including relevant budget activities.

DISCUSSION

To date, the following bills have been introduced at the federal level that are of interest to the Bay Area. Staff will provide an update with any additional bills that have been introduced by the day of the meeting.

***The Climate Leadership and Environmental Action for our Nation's (CLEAN) Future Act (House Energy and Commerce Committee)***

Sets two strong, national greenhouse gas pollution targets: 1) 50 percent reduction in greenhouse gas pollution from 2005 levels by 2030, and 2) a 100 percent clean economy with net zero greenhouse gas pollution by 2050. It includes sector-specific and economywide solutions to achieve these targets, authorizing \$565 billion over ten years to enable deep decarbonization, including:

- Requiring electricity suppliers to provide an increasing supply of clean energy to consumers starting in 2023, rising to 80 percent clean energy by 2030 and 100 percent by 2035.
- Investing in transportation electrification, including electric vehicles, and charging. Updates financing programs for new domestic manufacturing of advanced automotive technologies.



Clean Energy & Sustainability Accelerator: Creates a first-of-its-kind accelerator – modeled after the successful “Green Bank” – to help states, cities, communities, and companies transition to a clean economy. Capitalized with \$100 billion in funding, it makes investments in low- and zero-emissions energy technologies, climate resiliency projects, industrial decarbonization, energy grid modernization, and clean transportation.

Environmental Justice Protections: Empowers environmental justice communities to protect themselves and participate in the permitting and regulatory process.

Worker and Community Transition: Creates an Office of Energy and Economic Transition in the Executive Office of the President responsible for coordinating programs and activities that support impacted workers and communities.

***Reconnecting Communities Act (Carper – DE) – S. \_\_\_\_***

The Reconnecting Communities Act will address the legacy of highway construction built through communities, especially through low-income communities and communities of color, that divided neighborhoods and erected barriers to mobility and opportunity. This new grant program would fund community engagement and capacity building, as well as planning and construction of projects to remove or retrofit infrastructure barriers like highway overpasses and depressed highways. As communities across the nation are beginning to reimagine their downtowns to provide more sustainable and equitable access, this legislation will support local efforts to reconnect and revitalize areas that were harmed by the construction of the Interstate Highway System.

***Clean Commute for Kids Act of 2021 (Padilla – CA) – S. \_\_\_\_***

The *Clean Commute for Kids Act* authorizes \$25 billion over the next 10 years for the EPA, with assistance from the Department of Energy, to provide grants to replace existing buses with clean, zero-emission buses:

- 40 percent of this funding would go toward replacing school buses serving environmental justice communities.
- Funding awarded to school districts may cover up to 100 percent of the replacement costs of zero-emission buses, including acquisition and labor costs for charging infrastructure, workforce development and training, and planning and technical activity costs.
- This bill also directs the EPA to develop an outreach program to assist school districts in transitioning school bus fleets.

In California, school districts are beginning to make the switch to electric buses. The California Air Resources Board has leveraged federal funding to assist school districts and local air boards with the costs of school bus replacements. This bill will accelerate the transition and provide funding to reach more schools.

***Clean Corridors Act of 2021 (DeSaulnier – CA) – Reintroduction TBD***

Congressman DeSaulnier’s Clean Corridors Act will likely be introduced by the meeting day, and should be identical to the 2020 version, which would allocate \$3 billion to electric and hydrogen fueling infrastructure in cargo and freight corridors.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Jack P. Broadbent

Attachment 6A: Clean Future Act – Fact Sheet  
Attachment 6B: Reconnecting Communities Act - Fact Sheet

LEGISLATIVE COMMITTEE  
MEETING OF 05/19/2021



March 2021

## The CLEAN Future Act – Updates to Discussion Draft Based on Feedback from Stakeholders & Committee Testimony

### COMMITTEE ON ENERGY & COMMERCE

The CLEAN Future Act is a comprehensive and ambitious plan to ensure the United States acts aggressively to tackle the climate crisis in the 2020s and achieves net-zero greenhouse gas (GHG) pollution by no later than 2050. At the heart of the bill is a commitment to achieving a 50 percent reduction in GHG emissions from 2005 levels by no later than 2030 and a 100 percent clean economy by no later than 2050. The legislation includes both sector-specific and economywide solutions to achieve these goals, authorizing \$565 billion over ten years to enable deep decarbonization. The CLEAN Future Act includes significant updates to the draft released in January 2020, reflecting more than a year's worth of feedback from stakeholders, expert testimony received in Committee hearings, and the enactment of several previous provisions into law. This fact sheet highlights key provisions and updates to the CLEAN Future Act.

#### Title I – National Climate Target

- **NEW** Declares an interim national goal for the United States to reduce GHG pollution by no less than 50 percent below 2005 levels by no later than 2030.
- Declares a national goal for the United States to achieve net-zero GHG emissions by no later than 2050.
- Directs the head of each federal agency to develop a plan for that agency to achieve the national goals using existing authorities and charges the Environmental Protection Agency (EPA) with reviewing those plans and monitoring the nation's progress, with input from a Clean Economy Federal Advisory Committee.

#### Title II – Power

- Establishes a federal Clean Electricity Standard (CES) to put the United States on a path to 100 percent clean electricity generation by 2035.
  - **NEW** Accelerates the transition to clean electricity by requiring all retail electricity suppliers to reach 80 percent clean electricity by 2030 and 100 percent by 2035.
  - **NEW** Phases out the ability of fossil fuel power plants to earn partial credits by lowering the carbon intensity factor from 0.82 (adjusted for upstream GHG emissions) in 2030 to 0.4 in 2035.
  - **NEW** Allows the EPA Administrator to extend an individual retail electricity supplier's compliance obligation in the 2030s by one year at a time, if the supplier submits alternative compliance payments for more than 10 percent of its compliance obligation in the two prior consecutive years. Such extensions may be granted to an individual retail electricity supplier no more than five times.
  - **NEW** Requires that to be eligible to receive credits prevailing wages must be paid for construction of new generating units, and all qualifying generation must remain neutral with respect to the right to organize and bargain.
  - **NEW** Limits eligibility for waste-to-energy facilities to those that the EPA Administrator certifies every 18 months meet emission standards applicable to new such facilities and are in compliance with all applicable environmental permits.
- Enables the responsible buildout of the United States electricity transmission system to help achieve national clean energy goals.

- **NEW** Updates and restores federal backstop siting authority, improving interregional transmission planning and accuracy when identifying transmission needs, and supporting non-transmission alternatives.
- **NEW** Establishes an Office of Transmission at the Federal Energy Regulatory Commission (FERC) to help oversee the growing transmission system and provide assistance to state, local, and Tribal governments to help with permitting and siting of interstate transmission lines.
- **NEW** Establishes a program to provide funding for clean energy microgrids that will help communities build and improve resilience to climate change hazards.
- Strengthens the grid by creating a program to fund projects that improve grid resilience and efficiency, as well as programs to fund development of microgrids for critical infrastructure and isolated communities.
- Supports the transition to a low-carbon economy by investing in clean energy, distributed energy resources, energy storage systems, and microgrids.
- Updates and reforms the Public Utility Regulatory Policies Act (PURPA) of 1978 to include resources such as energy storage and non-wires solutions.
- **NEW** Ensures electric utilities offer community solar to all ratepayers by establishing a new standard under PURPA.
- Invests in clean and distributed resources such as community solar programs for low-income and underserved areas, and directs the Secretary of Energy to establish a Distributed Energy Opportunity Board.
- Reauthorizes the Low-Income Home Energy Assistance Program.
- **NEW** Directs the National Academy of Sciences to conduct a study on the equitable distribution of the benefits of clean energy.
- **NEW** Mandates dam safety and financial viability requirements as part of FERC's dam licensing process; directs FERC to hold a technical conference on dam safety; and requires continued communication between FERC and states on dam safety.

### **Title III – Efficiency**

- Sets new energy efficiency targets and standards for buildings and provides funding for schools, homes, nonprofits, and critical infrastructure to improve efficiency, deploy energy-efficient technologies, and improve resilience.
- Authorizes grants to local communities to improve energy efficiency, including \$500 million for workforce training and \$8 billion in rebates for home retrofits.
- Boosts funding for popular and proven energy efficiency programs, providing nearly \$17.5 billion for the Energy Efficiency and Conservation Block Grant Program.
- **NEW** Establishes a benchmarking program to track commercial and multifamily building energy and water use to advance efforts to reduce energy and water consumption and GHG emissions at these buildings.
- **NEW** Reauthorizes the State Energy-Efficient Appliance Rebate Program and expands eligibility to cover replacement of appliances that will be powered by electricity.
- **NEW** Provides funding for projects related to resiliency, energy efficiency, renewable energy, and grid integration at public facilities.
- **NEW** Establishes a program to provide rebates to homeowners to defray the costs of retrofitting an existing home to be wildfire-resistant.
- **NEW** Amends the Energy Policy and Conservation Act of 1975 to add a section on state energy security plans.
- **NEW** Establishes a training and education program to support home energy savings retrofits.
- **NEW** Establishes annual targets for federal facilities to improve energy and water use efficiency under the Federal Energy Management Program.

## Title IV – Transportation

- Includes numerous measures to expand U.S. electric vehicle infrastructure and access.
  - Authorizes \$500 million to deploy electric vehicle supply equipment (EVSE).
  - Supports development of model building codes for EVSE integration and standards needed for EVSE deployment.
  - **NEW** Establishes a program to provide funding to determine where EVSE will be needed to meet demand.
  - **NEW** Directs the Secretary of Energy to conduct an assessment to determine the challenges to and opportunities for the deployment of EVSE in underserved or disadvantaged communities.
  - **NEW** Establishes a Department of Energy (DOE) program to support the development and accessibility of electric vehicle charging infrastructure in underserved communities by providing technical assistance and awarding grants for eligible projects.
  - Ensures states are ready for growing electric vehicle charging demand by authorizing funding for State Energy Conservation Plans and State Energy Transportation Plans.
  - Amends PURPA to require states consider authorizing measures that encourage deployment of EVSE.
- **NEW** Revitalizes EPA’s clean school bus program and authorizes \$2.5 billion annually to accelerate the transition to zero-emission school buses and clean commutes for kids.
- **NEW** Establishes an EPA grant program to reduce GHG emissions and other forms of air pollution at ports, authorized to invest \$2 billion annually to decarbonize and electrify port infrastructure and operations.
- **NEW** Increases authorized funding for the Diesel Emissions Reduction Act (DERA) program to \$500 million annually.
- Directs EPA to promulgate emissions standards for GHG emissions from nonroad sources, including locomotives, and from both in-service aircraft and new aircraft, with requirements to increase ambition in reducing emissions.
- Reauthorizes DOE financing programs to help create and expand domestic manufacturing of advanced vehicles and advanced vehicle components.
- Authorizes \$10 million for a pilot program to electrify diesel-powered transport refrigeration units used to deliver and store perishable goods and medications.
- Authorizes \$375 million for the Clean Cities Coalition Program.
- Accelerates action on pathways for lower-carbon fuels under the renewable fuels program.
- **NEW** Creates a deadline for annual submission of petitions to extend small refinery exemptions under the renewable fuels program, and increases transparency by making certain information from those petitions subject to public disclosure.

## Title V – Industry

- Establishes an Assistant Secretary of Energy for Manufacturing and Industrial Decarbonization to oversee programs related to manufacturing at DOE.
- Directs EPA, in consultation with DOE and other relevant agencies, to establish a Buy Clean Program to reduce emissions from materials and products used in federally funded projects.
  - **NEW** Establishes a Climate Star program to identify and promote cleaner products through voluntary labeling and federal procurement requirements.
  - **NEW** Updates the performance standards process to ensure adequate consideration of the various factors and complexities of eligible material manufacturing.
  - **NEW** Incorporates the expertise of relevant stakeholders and other Federal agencies, including DOE and the National Institute of Standards and Technology, to improve program development, enforcement, and efficacy.
- **NEW** Creates a DOE grant program to support manufacturing of clean energy systems and decarbonization of energy-intensive product manufacturing.

- **NEW** Establishes a Sustainable Industry Rebate Program at DOE to assist industrial facilities in making upgrades to improve energy and water efficiency and reduce GHG pollution.
- **NEW** Establishes an Industrial Efficiency Working Group to assess technologies and maintain a comprehensive list of those that qualify for a rebate.
- Directs DOE to assist small and medium manufacturers in implementing smart manufacturing practices using existing technical assistance programs and smart manufacturing infrastructure at the National Labs. Authorizes \$10 million annually to help states deploy smart manufacturing technologies.
- Modernizes how DOE's Loan Program Office evaluates an applicant's prospects of repayment.
- Supports carbon sequestration with funding for federal and state Class VI well permitting.

## **Title VI – Environmental Justice**

- Provides funding for technical assistance grants to empower environmental justice communities in the regulatory decision-making process under the Clean Air Act and Solid Waste Disposal Act.
- Strengthens E.O. 12898 by codifying an Interagency Federal Working Group on Environmental Justice; requiring relevant federal agencies to integrate environmental justice into their respective missions; and codifying the National Environmental Justice Advisory Council.
- **NEW** Creates a new program to pay for lead service line removal across the country at no cost to states or homeowners, with high labor standards, using American-made iron and steel. The program will prioritize the replacement of lead service lines impacting disadvantaged communities.
- **NEW** Restricts air pollution permits from being issued or renewed for major sources in census tracts already overburdened by pollution.
- **NEW** Establishes an Office of Energy Equity at DOE to develop an agency-wide environmental justice strategy, reduce or stabilize energy costs in underserved or disadvantaged communities, and increase access to energy conservation measures in these communities.
- **NEW** Establishes a climate justice grants program to help address the impacts of climate change in environmental justice communities.
- **NEW** Establishes a timeline for EPA to assess and address cumulative public health risks.
- **NEW** Sets a ten-year deadline for the cleanup of all federal Superfund sites that are vulnerable to the effects of climate change.
- Requires that state hazardous waste disposal plans neither create nor exacerbate disproportionate impacts on environmental justice communities prior to federal approval.
- **NEW** Requires significant expansion of air quality monitoring for toxic air pollutants in fenceline communities, a rapid expansion of the national ambient air monitoring network in overburdened communities, and increased community access to information about air quality.
- **NEW** Requires environmental justice training for employees at federal agencies.
- **NEW** Establishes an environmental justice basic training program for communities to better identify and address disproportionately adverse human health or environmental effects.
- **NEW** Establishes an environmental justice clearinghouse with information on EPA environmental justice activities, technical expert and community group directories, and linguistically appropriate information.
- **NEW** Requires biennial meetings in each EPA region to gather input on environmental justice strategies and efforts by community stakeholders.
- **NEW** Provides funding for capacity-building in environmental justice communities.

## **Title VII – Super Pollutants**

- Directs EPA to address methane pollution from the oil and gas sector by requiring existing sources to cut emissions 65 percent below 2012 levels by 2025 and 90 percent below 2012 levels by

2030. Further directs EPA to address pollution from liquified natural gas facilities and offshore oil and gas operations.

- Prohibits routine flaring from new oil and gas sources, limits routine flaring for existing sources to 80 percent below 2017 levels by 2025, and completely phases out the practice by 2028.
- Establishes a \$1.25 billion grant program at DOE to prevent methane leaks from the natural gas distribution system and to offset rate increases for low-income communities.
- Addresses domestic black carbon pollution by directing EPA to promulgate new rules if existing rules are insufficient to cut emissions 70 percent below 2013 levels by 2025. Also directs EPA to participate in international efforts to reduce black carbon emissions and provides support for Arctic indigenous communities affected by black carbon.
- **NEW** Establishes an EPA grant program for states to construct large-scale composting or anaerobic digestion food waste-to-energy projects.

### **Title VIII – Economywide Policies**

- Empowers states to complete the transition to a net-zero economy, based on the existing federalism model in the Clean Air Act. States have flexibility to develop plans based on their policy preferences, priorities, and circumstances, and may choose to incorporate model GHG control strategies developed by EPA. Authorizes \$200 million to help states prepare plans.
- **NEW** Establishes a Clean Energy and Sustainability Accelerator, capitalized with \$100 billion to help states, cities, communities, and businesses transition to a clean energy economy. The Accelerator will leverage public and private funds to provide financing for clean energy technologies and infrastructure, climate resiliency, building efficiency and electrification, industrial decarbonization, transportation electrification, and more.
- **NEW** Includes an overarching requirement that 40 percent of funds made available under the CLEAN Future Act benefit environmental justice communities.
- Establishes a clean energy workforce development program to educate and train the next generation of clean energy researchers, scientists, and professionals, including through grants to eligible businesses.
- Requires that any project funded under the Act to construct, alter, maintain, or repair a public building or public work only use iron, steel, and manufactured goods produced in the United States. Also includes strong prevailing wage standards and project labor agreement requirements for any project fully or partially funded under the Act.
- **NEW** Directs the Securities and Exchange Commission to require public companies to disclose information about their exposure to climate-related risks, including direct and indirect GHG emissions, and risk management strategies to identify and mitigate the physical and transition risks posed by climate change.

### **NEW Title IX – Waste Reduction**

- **NEW** Introduces a suite of measures to reduce the generation of waste before it has the chance to pollute the nation’s air, water, and communities.
- **NEW** Places a temporary pause on the permitting of new and expanded plastic production and related facilities, during which EPA must update clean air regulations to limit emissions from these facilities.
- **NEW** Directs EPA to ensure that any permit for a new or expanded plastic production or related facility addresses environmental justice impacts, including by conducting an environmental justice assessment and consulting with impacted communities.
- **NEW** Modernizes the nation’s approach to recycling and waste management, including by establishing post-consumer recycled content standards for everyday products; implementing a national bottle deposit program to improve the collection of recyclable beverage containers; and standardizing labeling and collection of recyclable goods.
- **NEW** Establishes a task force to initiate the process of creating an extended producer responsibility system for products in the marketplace.

- **NEW** Establishes EPA grant programs to invest in community-level zero-waste initiatives; to reduce the amount of waste that ends up in landfills; and to improve education and outreach related to recycling and waste reduction at the federal, state, and local levels.
- **NEW** Establishes programs and measures to improve the collection, recycling, and reuse of batteries and other forms of electronic waste.
- **NEW** Directs EPA to clarify federal agencies' responsibilities related to the procurement of products containing recovered material.

#### **NEW Title X – Worker and Community Transition**

- **NEW** Introduces numerous programs to address the needs of workers and communities affected by the transition to a clean energy economy.
- **NEW** Establishes an Office of Energy and Economic Transition in the Executive Office of the President to coordinate federal activities concerning worker and community transition.
- **NEW** Establishes an interagency task force and stakeholder advisory committee to enhance coordination of relevant programs and activities intended to support adversely affected workers and communities.
- **NEW** Creates a program to provide financial assistance to local governments that have lost significant amounts of revenue due to the nation's transition to net-zero GHG emissions. Grants may also be awarded to assist local governments in planning for anticipated community adjustment assistance.
- **NEW** Establishes a program to fund one-stop, community-based organizations in affected communities to advise workers and communities. Programs advise communities in applying for assistance; conducting education and outreach activities; providing information on locally available training, counseling, employment opportunities, and wraparound services; and facilitating enrollment in training and educational programs.

**Several provisions that were included in the draft legislation last year are not included in the introduced CLEAN Future Act this year because they were signed into law in 2020 as part of the Consolidated Appropriations Act, 2021. The provisions are:**

Indian energy (previously Sec. 233 of CLEAN Future Act discussion draft)  
 Rural grants (previously Sec. 234)  
 Promoting grid storage (previously Sec. 235)  
 Energy efficient transformer rebate program (previously Sec. 237)  
 Hydroelectric production incentives and efficiency improvements (previously Sec. 243)  
 Weatherization assistance program (previously Sec. 311)  
 Energy retrofitting assistance for schools (previously Sec. 313)  
 Energy efficient government technology (previously Sec. 323)  
 Smart energy and water efficiency program (previously Sec. 324)  
 Smart building acceleration (previously Sec. 325)  
 Energy savings performance contracts (previously Sec. 341)  
 Loan program office reform (previously Sec. 502)  
 Supporting carbon capture utilization and storage (previously Sec. 503)  
 CHP Support Act (previously Sec. 511)  
 Development of National Smart Manufacturing Plan (previously Sec. 512(b))  
 Motor rebate program (previously Sec. 513)



Senator Tom Carper

## Reconnecting Communities Act

The Reconnecting Communities Act will address the legacy of highway construction built through communities, especially through low-income communities and communities of color, that divided neighborhoods and erected barriers to mobility and opportunity. This new grant program would fund community engagement and capacity building, as well as planning and construction of projects to remove or retrofit infrastructure barriers like highway overpasses and depressed highways. As communities across the nation are beginning to reimagine their downtowns to provide more sustainable and equitable access, this legislation will support local efforts to reconnect and revitalize areas that were harmed by the construction of the Interstate Highway System.

### Summary

This legislation establishes a grant program at the Department of Transportation to help communities identify and remove or remediate infrastructural barriers that create obstacles to mobility or economic development, or expose the community to air pollution or other health and safety risks. It would create three categories of grants:

- *Community Engagement, Education, and Capacity Building Grants:* These grants would fund efforts to educate community members, build community capacity, identify local needs, form community boards, and engage community members in transportation planning. Funds would expand the ability of community members to participate in transportation and economic development decision-making to ensure investments address community needs. Local and Tribal governments, MPOs, and nonprofit organizations would be eligible recipients of community engagement, education, and capacity building grants.
- *Planning and Feasibility Grants:* These grants would fund state and local planning activities to design projects and study traffic, access, and equity impacts, assess the project feasibility, conduct public engagement and environmental review, and establish a community land trust to develop real estate created by the project. State, local, Tribal governments, MPOs, and nonprofit organizations would be eligible recipients of planning and feasibility grants.
- *Capital Construction Grants:* These grants would fund construction activities to remove or retrofit an infrastructural barrier in a way that enhances community connectivity, including by capping or replacing it with an at-grade roadway; improving connectivity across a barrier; replacing the facility with a new use like a public park or trail; and other projects that would address the mobility needs of the community. Grants would go to the owner of the infrastructure asset, with whom State, local, Tribal government, MPOs, and nonprofit organizations could partner to be eligible recipients of capital construction grants.

**COMMITTEE CHAIR SUMMARY REPORT OF THE MOBILE SOURCE  
AND CLIMATE IMPACTS COMMITTEE**

(Co-Chairs: David Canepa; Katie Rice)

The Mobile Source and Climate Impacts Committee met on Thursday, May 27, 2021, and approved the minutes of April 22, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee reviewed and discussed the staff presentation *Projects and Contracts with Proposed Awards Over \$100,000*. Committee members expressed their desire to see more projects in which old diesel engines are replaced with electric vehicles, rather than with new diesel engines, especially regarding fleet and agricultural vehicles.

The Committee recommends the Board:

1. Approve recommended projects with proposed grant awards over \$100,000;  
and
2. Authorize the Executive Officer/Air Pollution Control Officer to enter into all necessary agreements with applicants for the recommended projects.

The Committee then reviewed and discussed the staff presentation *Updates to the Transportation Fund for Clean Air Regional Fund Policies & Evaluation Criteria for Fiscal Year Ending 2022*. The Committee recommends the Board:

1. Approve the proposed updates to Fiscal Year Ending 2022 Transportation Fund for Clean Air Regional Fund Policies and Evaluation Criteria for Fiscal Year Ending 2022.

[OVER]

Finally, the Committee reviewed and discussed the staff presentation *Plan Bay Area 2050*. Plan Bay Area 2050 is the update to the regional Sustainable Communities Strategy prepared by Metropolitan Transportation Commission/Association of Bay Area Governments pursuant to Senate Bill 375, which directs the California Air Resources Board to set regional targets for reducing greenhouse gas emissions.

The next meeting of the Mobile Source and Climate Impacts Committee will be held on Thursday, June 24, 2021, at 9:30 a.m. via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. I move that the Board approves the Committee's recommended actions. This concludes the Chair Report of the Mobile Source and Climate Impacts Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Mobile Source and Climate Impacts Committee Meeting of May 27, 2021

RECOMMENDED ACTIONS

The Mobile Source and Climate Impacts Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) ACTION REQUESTED: Projects and Contracts with Proposed Grant Awards Over \$100,000;
  - 1) Approve recommended projects with proposed grant awards over \$100,00 as shown in Attachment 1; and
  - 2) Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended project.
  
- B) ACTION REQUESTED: Updates to the Transportation Fund for Clean Air (TFCA) Regional Fund Policies and Evaluation Criteria for Fiscal Year Ending (FYE) 2022; and
  - 1) Recommend Board of Directors approve the proposed updates to TFCA Regional Fund Policies and Evaluation Criteria for FYE 2022 presented in Attachment A.
  
- C) Plan Bay Area 2050 Update.
  - 1) None; receive and file.

BACKGROUND

The Committee met on Thursday, May 27, 2021, and received the following reports:

- A) Projects and Contracts with Proposed Grant Awards Over \$100,000;
- B) Updates to the Transportation Fund for Clean Air (TFCA) Regional Fund Policies and Evaluation Criteria for Fiscal Year Ending (FYE) 2022; and
- C) Plan Bay Area 2050 Update.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None. The Air District distributes the CMP, MSIF, Community Health Protection Grant Program, and TFCA funding to project sponsors on a reimbursement basis. Funding for administrative costs is provided by each funding source;
- B) None. TFCA funds are generated from DMV registration fees and distributed to sponsors of eligible projects on a reimbursement basis. Administrative costs are also covered by TFCA; and
- C) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

- Attachment 22.2A: 05/27/2021 – Mobile Source and Climate Impacts Committee Meeting Agenda #3
- Attachment 22.2B: 05/27/2021 – Mobile Source and Climate Impacts Committee Meeting Agenda #4
- Attachment 22.2C: 05/27/2021 – Mobile Source and Climate Impacts Committee Meeting Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons David Canepa and Katie Rice, and Members  
of the Mobile Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Projects and Contracts with Proposed Grant Awards Over \$100,000

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**RECOMMENDED ACTIONS**

Recommend Board of Directors:

1. Approve recommended projects with proposed grant awards over \$100,000 as shown in Attachment 1; and
2. Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.

**BACKGROUND**

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Eligible heavy-duty diesel engine applications include on-road trucks and buses, off-road equipment, marine vessels, locomotives, and stationary agricultural pump engines. Since 2018, this funding may also be used to incentivize the installation of infrastructure that will support the deployment of new zero-emissions vehicles and equipment.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase their motor vehicle registration surcharge up to an additional \$2 per vehicle. The revenues from the additional \$2 surcharge are deposited in the Air District's Mobile Source Incentive Fund (MSIF). AB 923 stipulates that air districts may use the revenues generated by the additional \$2 surcharge for projects eligible under the CMP.

On March 4, 2020, the Board of Directors (Board) authorized the Air District's participation in Year 22 of the CMP and authorized the Executive Officer/APCO to execute grant agreements and amendments for projects funded with CMP funds or MSIF revenues with individual grant award amounts up to \$100,000.

In 2017, AB 617 directed the CARB, in conjunction with local air districts to establish the Community Air Protection Program (CAPP). AB 617 provides a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. AB 617 includes a variety of strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the State, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources. Funding for incentives to support AB 617 communities was approved by the California Legislature beginning in fiscal year ending (FYE) 2018. Funding for the CAPP comes from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases.

In May 2020, the Governor issued a revised budget that authorized up to \$200 million for a third cycle of CAPP incentive funding. On June 17, 2020, the Board authorized the Air District to accept, obligate, and expend up to \$40 million in year-3 CAPP. These funds are primarily distributed through the Air District's Community Health Protection Grant Program to implement projects eligible under the CMP and optionally on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Staff has also begun working with CARB to expand eligibility to include stationary source projects and projects that have been identified and prioritized by communities with a Community Emissions Reduction Program, pursuant to HSC Section 44391.2.

In February 2018, CARB developed the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program Guidelines that outlines requirements for eligible equipment, e.g., agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations. On October 21, 2019, CARB's Executive Officer approved an update to the FARMER Program Guidelines to include eligibility criteria for demonstration projects. The 2020 California State Budget appropriated \$65 million in Fiscal Year 2019-20 GGRF funds to the CARB for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector through the FARMER Program. On November 20, 2019, the Board authorized the Air District's participation in the current cycle of the FARMER program.

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund for Clean Air (TFCA) are set forth in the HSC Sections 44241 and 44242. Sixty percent of TFCA funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air program) and to a program referred to as the Regional Fund. Each year, the Board allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. The remaining forty percent of TFCA funds are passed through to the designated County Program Manager in each of the nine counties within the Air District's jurisdiction that in turn award TFCA funds to eligible projects within their communities.

On April 15, 2020 and July 15, 2020, the Board authorized funding allocations for use of the sixty percent of the TFCA revenue in FYE 2021, cost-effectiveness limits for Air District-sponsored

FYE 2021 programs, and the Executive Officer/APCO to execute grant agreements and amendments for projects with individual grant award amounts up to \$100,000. On June 3, 2020, the Board adopted policies and evaluation criteria for the FYE 2021 Regional Fund program.

Projects with grant award amounts over \$100,000 are brought to the Mobile Source and Climate Impacts Committee for consideration at least on a quarterly basis. Staff reviews and evaluates grant applications based upon the respective governing policies and guidelines established by the CARB, the Board, and other funding agencies.

## DISCUSSION

### **Carl Moyer Program and Community Health Protection Grant Program:**

For the FYE 2021 the Air District had approximately \$45.9 million available in CMP, MSIF, Community Health Protection (CHP) Grant Program, and FARMER funds for eligible projects, including approximately \$3.4 million from prior year funds. The Air District accepts project applications on a rolling basis and evaluates them on a first-come, first-served basis.

As of April 26, 2021, the Air District had received or evaluated 115 project applications. Of the applications that were evaluated between March 23 and April 26, 2021, five eligible projects have proposed grant awards over \$100,000. Two off-road agricultural projects will replace three pieces of mobile, diesel-powered equipment. Three marine projects will replace two tugboat diesel engines and three fishing vessel diesel engines with cleaner diesel engines. These projects will reduce over 27 tons of NOx, ROG, and PM per year. Staff recommends the allocation of \$4,366,900 for these projects from a combination of CMP, FARMER, Community Health Protection, and MSIF revenues. Attachment 1, Table 1, provides additional information on these projects.

Attachment 2 lists all of the eligible projects that have been awarded by the Air District between July 1, 2020, and April 26, 2021, and includes information about equipment category, award amounts, estimated emissions reductions, county location, and whether the project benefits Air District designated Community Air Risk Evaluation (CARE) areas or disadvantaged (Senate Bill (SB) 535) and/or low-income (AB 1550) communities. To date, approximately 70% of the funds<sup>1</sup> have been awarded or allocated to low-income residents or to projects that reduce emissions CARE areas, disadvantaged SB 535, and/or low-income AB 1550 communities. This percentage will change over time as the remaining funds are awarded later in the fiscal year and as more complete information about the location of projects and program participants becomes available.

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<sup>1</sup> For the purpose of determining whether funding was awarded or allocated to low-income residents or to projects that reduce emissions in CARE, SB 535, and/or low-income AB 1550 communities, funds awarded and allocated to date does not include any amounts awarded to regional projects where all communities receive the benefit. It also does not include amounts awarded to projects where the location of the benefit is unknown until additional information becomes available.



## **Transportation Fund for Clean Air Program:**

For the FYE 2021, the Air District had approximately \$31.44 million in TFCA monies available for eligible projects and programs consisting of new and prior-year revenues. The Air District accepts project applications for certain project categories on a rolling basis and evaluates them on a first-come, first-served basis.

As of April 26, 2021, the Air District had received 11 project applications. Of the applications that were evaluated between April 17, 2021 and April 26, 2021, four eligible projects have a proposed grant award over \$100,000. These four trip reduction projects have proposed awards totaling \$2,498,660.

Reducing single occupancy motor vehicle trips to reduce air pollution from mobile sources has been a key strategy of the Air District for over 30 years. Although trip reduction projects have many co-benefits such as supporting health, safety, and equity, the air quality benefits of these types of projects have been steadily decreasing over time as state and federal regulations have effectively reduced the criteria pollutants emitted from on-road passenger vehicles. Meanwhile since the shelter-in-place orders were issued fewer people have been taking transit, further decreasing the air quality benefits and cost-effectiveness of these services.

During the past year, Air District staff have been meeting with last-mile commute connection service providers to understand the impact to ridership and operations due to the shelter-in-place orders, understand the process and steps they are taking for encouraging commuters to return to transit once the shelter-in-place orders are lifted, and obtain their input on what a TFCA-funded Last Mile Commuter Connection incentive program might look like post-shelter-in-place given that the previously funded projects would not have been cost-effective in 2020 given the ridership numbers reported by these service providers. In response to the feedback received over the past year, staff is recommending awards that would provide up to two-years of funding to allow the providers sufficient time to ramp up operations and ridership as well as additional time to be able to secure alternate sources of funding in case these projects are not able to meet the cost-effectiveness requirement within the two-year term.

Because Spare the Air and last mile commute connection services have overlapping target audiences, shared goals, and experienced similar decreases in air quality benefits and ridership, on April 7th, 2021, the Board of Directors approved a recommendation to temporarily increase the cost-effectiveness limit for the Spare the Air program in FYE 2022 and to allow other TFCA-funded trip reduction projects to be evaluated in conjunction with the Spare the Air program. Because the recommended projects are two-year projects, staff recommends that the emissions reduction benefits from these four projects be evaluated along with the Spare the Air program in FYE 2022 and FYE 2023.

Attachment 3, Table 1, lists all eligible TFCA projects that have been evaluated and awarded between July 1, 2020 and April 26th, 2021, including information about the project category, award amount, estimated emissions reduction, county location, and whether the project benefits Air District designated Community Air Risk Evaluation (CARE) areas or disadvantaged (Senate Bill (SB) 535) and/or low-income (AB 1550) communities. To date, approximately 89% of the

funds have been awarded or allocated to low-income residents or to projects that reduce emissions in CARE, disadvantaged SB 535, and/or low-income AB 1550 communities. This percentage will change over time as the remaining funds are awarded later in the fiscal year and as more complete information about the location of projects and program participants becomes available.

BUDGET CONSIDERATION / FINANCIAL IMPACT

None. The Air District distributes the CMP, MSIF, Community Health Protection Grant Program, and TFCA funding to project sponsors on a reimbursement basis. Funding for administrative costs is provided by each funding source.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

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- Attachment 1: Projects with grant awards greater than \$100,000
- Attachment 2: CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated between 7/1/20 and 4/26/21
- Attachment 3: TFCA projects awarded and allocated projects between 7/1/20 and 4/26/21
- Attachment 4: Summary of funding awarded and allocated between 7/1/20 and 4/26/21

### AGENDA 3 - ATTACHMENT 1

Table 1 - Carl Moyer Program/ Mobile Source Incentive Fund, FARMER, and Community Health Protection Program projects with grant awards greater than \$100k (Evaluated between 3/23/21 and 4/26/21)

Project #	Applicant name	Project Category	Project Description	Proposed contract award	Total project cost	Emission Reductions (Tons per year)			County
						NO <sub>x</sub>	ROG	PM	
22MOY118	Northwest Tug Leasing	Marine	Tugboat - replacement of two tugboat Tier-3 engines with Tier-4 engines	\$ 3,700,000	\$ 3,896,227	20.875	2.599	0.409	Alameda
22MOY129	Mr. Morgan Fisheries Inc.	Marine	Fishing vessel - replacement of Tier-0 main engine with Tier-3 engine; replacement of Tier-2 auxiliary engine with Tier 3 auxiliary engine	\$ 310,000	\$ 408,965	1.281	0.007	0.053	San Mateo
22MOY136	Zachary Jason Medinas	Marine	Fishing vessel - replacement of Tier-0 main engine with Tier-3 engine	\$ 111,000	\$ 122,079	0.895	0.005	0.034	San Francisco
22MOY104	Bains Farms LLC	Off-Road/Ag	Replace two diesel ag tractor Tier-0 engines with two diesel ag tractor Tier-4 engines	\$ 113,400	\$ 141,799	0.501	0.079	0.046	Solano
22MOY94	Lunny Ranch, LLC	Off-Road/Ag	Replace one diesel ag tractor Tier-1 engine with one diesel ag tractor Tier-4 engine	\$ 132,500	\$ 147,234	0.215	0.022	0.014	Marin
<b>5 Projects</b>				<b>\$ 4,366,900</b>	<b>\$ 4,716,304</b>	<b>23.767</b>	<b>2.711</b>	<b>0.557</b>	

Table 2 - Transportation Fund for Clean Air projects with grant awards greater than \$100k (Evaluated between 4/17/21 and 4/26/21)

Project #	Applicant name	Project Category	Project Description	Proposed contract award	Total project cost	Emission Reductions (tons per year)			County
						NO <sub>x</sub>	ROG	PM	
21R08	Peninsula Corridor Joint Powers Board	Trip Reduction	Bayside/Burlingame & Marsh Road Caltrain Shuttles	\$ 160,000	\$ 242,200	N/A*	N/A*	N/A*	San Mateo
21R09	San Jose State University	Trip Reduction	San Jose State University Rideshare and Trip Reduction	\$ 280,000	\$ 1,950,000	N/A*	N/A*	N/A*	Regional
21R10	Presidio Trust	Trip Reduction	PresidiGO Downtown Shuttles	\$ 240,000	\$ 1,108,274	N/A*	N/A*	N/A*	San Francisco
21R11	Santa Clara Valley Transit Authority	Trip Reduction	ACE Shuttles	\$ 1,818,660	\$ 3,648,930	N/A*	N/A*	N/A*	Santa Clara
<b>4 Projects</b>				<b>\$ 2,498,660</b>	<b>\$ 6,949,404</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

\*Emission reductions will be reported as part of the Spare the Air program.

## AGENDA 3 - ATTACHMENT 2

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated  
(between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
21MOY203	Ag/ off-road	Equipment replacement	1	\$ 60,000.00	Rider Vineyards dba Joseph Rider	0.104	0.005	0.006	APCO	No	No	Napa
21MOY198	On-road	Equipment replacement	1	\$ 10,000.00	EPP Transport, LLC	0.181	0.015	0.000	APCO	Yes	Yes	Alameda
21MOY206	Ag/ off-road	Equipment replacement	2	\$ 90,840.00	Hudson Vineyards LLC	0.162	0.005	0.009	APCO	No	No	Napa
21MOY210	On-road	Equipment replacement	1	\$ 20,000.00	Samuel's Trucking	0.466	0.039	0.003	APCO	Yes	Yes	Alameda
21MOY217	On-road	Equipment replacement	1	\$ 25,000.00	Daxin Trucking, LLC.	0.566	0.048	0.000	APCO	Yes	Yes	Alameda
21MOY208	Ag/ off-road	Equipment replacement	2	\$ 76,300.00	M. German & Son Partnership	0.345	0.055	0.028	APCO	No	No	Solano
21MOY209	Ag/ off-road	Equipment replacement	1	\$ 48,800.00	Lum Family Farms Inc	0.145	0.026	0.018	APCO	No	No	Solano
21MOY214	Ag/ off-road	Equipment replacement	5	\$ 255,400.00	Robledo Vineyard Mgmt LLC	0.563	0.092	0.061	10/7/2020	No	No	Sonoma/ Napa
21MOY212	On-road	Equipment replacement	1	\$ 55,000.00	Ram Harak & Son Trucking	0.352	0.030	0.002	APCO	Yes	Yes	Alameda
21MOY235	Ag/ off-road	Equipment replacement	1	\$ 51,600.00	Mertens Dairy	0.213	0.038	0.028	APCO	No	No	Sonoma
21MOY228	Ag/ off-road	Equipment replacement	3	\$ 130,200.00	Turnbull Wine Cellars	0.191	0.037	0.026	10/7/2020	No	No	Napa
21MOY239	Ag/ off-road	Equipment replacement	4	\$ 170,100.00	Michael Wolf Vineyard Services Inc.	0.206	0.016	0.021	10/7/2020	No	Yes	Napa
21MOY121	On-road	Equipment replacement	1	\$ 15,000.00	Prabhjit	0.321	0.027	0.000	APCO	No	Yes	San Joaquin
21MOY218	Ag/ off-road	Equipment replacement	2	\$ 76,100.00	Richard A. Zimmerman	0.194	0.030	0.017	APCO	No	No	Solano
21MOY240	On-road	Equipment replacement	1	\$ 20,000.00	Sunny Trucking	0.301	0.025	0.000	APCO	No	Yes	San Joaquin
21MOY227	On-road	Equipment replacement	1	\$ 40,000.00	Streamline Trans Inc., dba DM Trucking	0.836	0.071	0.006	APCO	Yes	Yes	Alameda
21MOY246	On-road	Equipment replacement	1	\$ 30,000.00	Ali Transportation	0.375	0.032	0.000	APCO	Yes	No	Alameda
21MOY241	Ag/ off-road	Equipment replacement	1	\$ 62,950.00	Wight Vineyard Management, Inc.	0.126	0.008	0.008	APCO	No	Yes	Napa
21MOY102	Off-Road	Equipment replacement	1	\$ 48,850.00	San Mateo Union High School District	0.092	0.021	0.016	APCO	No	Yes	San Mateo
21MOY166	Ag/ off-road	2-for-1 Equipment Replacement	1	\$ 39,400.00	Beckstoffer Vineyards Napa Valley	0.250	0.037	0.025	APCO	No	No	Napa
21MOY223	On-road	Equipment replacement	1	\$ 30,000.00	Oakland Container Trucking	0.525	0.038	0.000	APCO	Yes	Yes	Alameda
21MOY265	Ag/ off-road	Equipment replacement	1	\$ 182,700.00	Paul P. Bianchi, Inc	1.251	0.138	0.079	11/18/2020	No	No	Sonoma

**AGENDA 3 - ATTACHMENT 2**

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated  
(between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
21MOY245	Ag/ off-road	Equipment replacement	4	\$ 143,400.00	Ilsley Brothers Farming, LLC	0.209	0.078	0.035	11/18/2020	No	No	Napa
21MOY236	Ag/ off-road	Equipment replacement	1	\$ 604,150.00	Morrison Cazares Boyer Construction inc.	1.060	0.098	0.056	11/18/2020	No	No	Napa
21MOY232	Off-Road	Equipment replacement	1	\$ 125,000.00	L.H. Voss Materials	0.725	0.036	0.018	11/18/2020	Yes	Yes	Alameda/ Contra Costa
21SBP196	School Bus	Equipment replacement	2	\$ 258,081.00	Fairfield-Suisun Unified School District	0.113	0.001	0.000	11/18/2020	No	Yes	Solano
21MOY249	On-road	Equipment replacement	1	\$ 25,000.00	Jeevan Trucking Inc	0.478	0.040	0.000	APCO	Yes	Yes	Alameda
21MOY221	Ag/ off-road	Equipment replacement	2	\$ 91,650.00	Robert J Camozzi II	0.211	0.024	0.021	APCO	No	No	Sonoma
21MOY257	On-road	Equipment replacement	1	\$ 25,000.00	Harpinderpal Singh	0.466	0.035	0.000	APCO	Yes	Yes	Alameda
21MOY238	Ag/ off-road	Equipment replacement	1	\$ 64,700.00	Foley Family Farms, LLC	0.141	0.018	0.012	APCO	No	No	Sonoma
21MOY281	Ag/ off-road	Equipment replacement	1	\$ 42,200.00	Palm Drive Vineyards LLC	0.044	0.005	0.006	APCO	No	No	Sonoma
21MOY233	Ag/ off-road	Equipment replacement	1	\$ 62,000.00	RR Farms	0.071	0.011	0.008	APCO	No	No	Sonoma
21MOY272	Ag/ off-road	Equipment replacement	1	\$ 58,000.00	StoneMar Properties, LLC	0.100	0.005	0.006	APCO	No	No	Contra Costa
21MOY280	Ag/ off-road	Equipment replacement	1	\$ 64,400.00	Barbour Vineyards Management LLC	0.113	0.007	0.007	APCO	No	No	Napa
21MOY274	Ag/ off-road	Equipment replacement	3	\$ 120,500.00	Green Valley Cattle Co.	0.205	0.035	0.021	12/16/2020	No	No	Solano
21MOY251	Ag/ off-road	Equipment replacement	1	\$ 50,300.00	Wild Oak Vineyards LLC	0.086	0.019	0.015	APCO	No	No	Solano
22MOY2	On-road	Equipment replacement	1	\$ 35,000.00	Mandeep Singh	0.337	0.029	0.000	APCO	Yes	Yes	Alameda
22MOY4	Marine	Engine Replacement	1	\$ 128,000.00	Happy Hooker Sportfishing	0.307	-0.008	0.019	12/16/2020	Yes	Yes	Alameda
21MOY234	On-road	Engine Replacement	1	\$ 35,000.00	Jianye Trucking Inc.	0.674	0.057	0.000	APCO	Yes	Yes	Alameda
21MOY242	On-road	Engine Replacement	1	\$ 30,000.00	OJM Trucking Inc.	0.620	0.053	0.000	APCO	Yes	Yes	Alameda
22MOY3	Marine	Engine Replacement	2	\$ 1,166,000.00	San Francisco Water Emergency Transportation Authority	5.570	0.500	0.190	12/16/2020	Yes	Yes	Alameda/ Contra Costa/ San Francisco
21MOY172	Ag/ off-road	Engine Replacement	2	\$ 512,750.00	George Chiala Farms, Inc.	1.656	0.154	0.089	12/16/2020	No	No	Santa Clara
22MOY6	Ag/ off-road	Engine Replacement	1	\$ 185,400.00	Mazzetta Dairy	1.155	0.106	0.066	12/16/2020	No	No	Sonoma
21MOY226	Off-Road	Engine Replacement	2	\$ 141,000.00	Columbia Electric, Inc.	0.532	0.038	0.035	12/16/2020	Yes	Yes	Alameda/ Contra Costa/ Santa Clara
21MOY277	Off-Road	Engine Replacement	5	\$ 345,500.00	R.J.S. & Associates, Inc.	1.815	0.171	0.107	12/16/2020	Yes	Yes	Santa Clara/ Alameda

**AGENDA 3 - ATTACHMENT 2**

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated  
(between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
22MOY13	Marine	Engine Replacement	1	\$ 140,000.00	Lion Fisheries, LLC.	0.898	-0.013	0.036	12/16/2020	No	No	San Mateo
21MOY237	Ag/ off-road	Engine Replacement	2	\$ 85,300.00	Dirt Farmer & Company, A California Corporation	0.272	0.054	0.037	APCO	No	No	Sonoma
21MOY225	On-road	Engine Replacement	1	\$ 35,000.00	Longs Mach	0.453	0.034	0.000	APCO	Yes	Yes	Alameda
21MOY264	On-road	Equipment replacement	1	\$ 60,000.00	McKim Corp	2.260	0.160	0.014	APCO	No	Yes	Santa Clara
21MOY261	On-road	Equipment replacement	1	\$ 20,000.00	Dhillon Trucking	0.654	0.097	0.029	APCO	Yes	No	Alameda
22MOY15	On-road	Equipment replacement	1	\$ 35,000.00	NCH Trucking	0.635	0.054	0.005	APCO	Yes	No	Alameda
22MOY16	On-road	Equipment replacement	1	\$ 30,000.00	Sahara Logistics INC DBA Ibrahim Trucking	0.410	0.035	0.000	APCO	Yes	No	Alameda
21MOY243	On-road	Equipment replacement	1	\$ 40,000.00	Gill Freightliner	0.684	0.058	0.000	APCO	Yes	Yes	Alameda
22MOY17	Off-Road	Equipment replacement	2	\$ 103,100.00	Robledo Inc.	0.313	0.048	0.028	1/20/2021	No	No	Solano
22MOY34	On-road	Equipment replacement	1	\$ 55,000.00	26 Pawar Corporation	1.117	0.084	0.007	APCO	Yes	Yes	Santa Clara
22MOY1	Ag/ off-road	Equipment replacement	1	\$ 33,000.00	Gerald & Kristy Spaletta	0.046	0.044	0.011	APCO	No	No	Sonoma
21MOY275	Off-Road	Equipment replacement + Infrastructure	2	\$ 90,100.00	Pine Cone Lumber Co., Inc.	0.068	0.011	0.004	APCO	No	No	Santa Clara
21MOY271	On-road	Equipment Replacement	1	\$ 30,000.00	Sarbjit Singh Deol	0.325	0.028	0.000	APCO	Yes	Yes	Alameda
22MOY10	On-road	Equipment Replacement	1	\$ 10,000.00	Lam Le	0.153	0.012	0.000	APCO	Yes	Yes	Alameda
21MOY278	On-road	Equipment Replacement	1	\$ 40,000.00	Surtej Atwal	0.764	0.052	0.006	APCO	No	No	Alameda
22MOY8	On-road	Equipment Replacement	1	\$ 25,000.00	MP Trucking	0.364	0.031	0.000	APCO	No	No	San Joaquin
22MOY35	On-road	Equipment Replacement	1	\$ 35,000.00	Sahara Logistics INC DBA Ibrahim Trucking	0.391	0.033	0.000	APCO	Yes	No	Alameda
21MOY285	On-road	Equipment Replacement	1	\$ 40,000.00	G S Trucking	0.658	0.056	0.004	APCO	Yes	Yes	Alameda
22MOY38	On-road	Equipment Replacement	1	\$ 20,000.00	Primo Express Transport, Inc	0.394	0.033	0.003	APCO	Yes	Yes	Contra Costa
21MOY283	On-road	Equipment Replacement	1	\$ 40,000.00	Sall Trucking	0.943	0.156	0.008	APCO	Yes	Yes	Alameda
22MOY25	On-road	Equipment Replacement	1	\$ 40,000.00	Sarbjit S Bains	0.687	0.058	0.005	APCO	No	Yes	Santa Clara
22MOY26	On-road	Equipment Replacement	1	\$ 25,000.00	Dharmender Singh Barn	0.530	0.045	0.000	APCO	Yes	No	Alameda
22MOY33	Off-Road	Equipment Replacement	3	\$ 153,600.00	Cornerstone Certified Vineyard	0.396	0.068	0.051	1/20/2021	No	No	Sonoma

**AGENDA 3 - ATTACHMENT 2**

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated  
(between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
22MOY43	Off-Road	Equipment Replacement	3	\$ 128,300.00	Atlas Vineyard Management, Inc.	0.158	0.033	0.024	3/3/2021	No	No	Napa
22MOY18	Off-Road	Equipment Replacement	2	\$ 259,100.00	Willotta Ranch	1.073	0.130	0.073	1/20/2021	No	No	Solano
22MOY39	Off-Road	Equipment Replacement	1	\$ 53,200.00	Romero Vineyard Management LLC	0.066	0.016	0.012	APCO	No	No	Napa
22MOY19	Marine	Engine Replacement	6	\$ 3,715,000.00	San Francisco Water Emergency Transportation Authority	16.822	1.500	0.562	1/20/2021	Yes	Yes	Alameda
22MOY30	Marine	Engine Replacement	2	\$ 298,000.00	A.C. Fishing Charters Inc., dba Tigerfish Sportfishing	0.515	0.002	0.027	1/20/2021	No	No	Alameda
22MOY21	Marine	Engine Replacement	1	\$ 120,000.00	Jerry Harold Pemberton	0.244	0.003	0.009	1/20/2021	No	No	San Mateo
22MOY24	Ag/ off-road	Engine Replacement	1	\$ 139,900.00	Stanley J Poncia	0.256	0.047	0.036	1/20/2021	No	Yes	Sonoma
21MOY134	Ag/ off-road	Equipment replacement	1	\$ 34,000.00	Dutton Ranch Corp.	0.061	0.003	0.003	APCO	No	No	Sonoma
22MOY46	Ag/ off-road	Equipment replacement	2	\$ 93,800.00	Shafer Vineyards	0.208	0.057	0.024	APCO	No	No	Napa
22MOY61	Ag/ off-road	Equipment replacement	1	\$ 141,600.00	Larry's Produce LLC	0.360	0.039	0.023	3/3/2021	No	No	Solano
22MOY27	Ag/ off-road	Equipment replacement	1	\$ 223,500.00	Mark and Lisa Shelley	1.205	0.111	0.069	3/3/2021	No	No	Sonoma
21SBP211	School Bus	Equipment replacement + Infrastructure	3	\$ 560,575.00	Menlo Park City School District	0.160	0.011	0.001	3/3/2021	No	Yes	San Mateo
22MOY37	Ag/ off-road	Equipment replacement	1	\$ 347,400.00	Morrison Chopping, LLC	2.073	0.199	0.108	3/3/2021	No	No	Sonoma
22MOY68	Ag/ off-road	Equipment replacement	1	\$ 20,000.00	Roger King	0.013	0.010	0.003	APCO	No	No	Solano
22MOY51	Ag/ off-road	Equipment replacement	1	\$ 30,100.00	Robert Lauritsen	0.024	0.023	0.006	APCO	No	No	Napa
22MOY55	Ag/ off-road	Equipment replacement	1	\$ 56,200.00	Thomas W. Crane	0.137	0.021	0.012	APCO	No	No	Sonoma
22MOY60	Ag/ off-road	Equipment replacement	1	\$ 33,800.00	Karl Bucher	0.019	0.017	0.005	APCO	No	Yes	Napa
22MOY58	Ag/ off-road	Equipment replacement	1	\$ 42,000.00	Sweetlane Nursery and Vineyards, Inc. dba Grossi Farms	0.031	0.008	0.007	APCO	No	No	Sonoma
22MOY5	Marine	Engine replacement	2	\$ 293,000.00	Golden Eye 2000	2.471	-0.025	0.097	TBD	Yes	Yes	Alameda
22MOY79	Ag/ off-road	Equipment replacement	1	\$ 43,500.00	Loma del sol farming inc.	0.088	0.020	0.015	APCO	No	No	Sonoma
22MOY82	Ag/ off-road	Equipment replacement	1	\$ 34,000.00	Gilardi's Family Farm	0.036	0.006	0.004	APCO	No	Yes	Sonoma
22MOY69	Ag/ off-road	Equipment replacement	2	\$ 276,450.00	Ielmorini Custom Spreading, LLC	2.124	0.200	0.116	4/7/2021	No	Yes	Marin/Sonoma
22MOY72	Ag/ off-road	Equipment replacement	1	\$ 318,200.00	West Marin Compost LLC	0.945	0.042	0.024	4/7/2021	No	Yes	Marin

**AGENDA 3 - ATTACHMENT 2**

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated  
(between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
22MOY80	Ag/ off-road	Equipment replacement	5	\$ 300,900.00	Renteria Vineyard Management LLC	0.699	0.098	0.072	4/7/2021	No	No	Napa/Sonoma
22SBP14	School Bus	Equipment replacement + Infrastructure	2	\$ 622,556.00	Milpitas Unified School District	0.191	0.018	0.001	4/7/2021	No	Yes	Santa Clara
22MOY81	Ag/ off-road	Equipment replacement	2	\$ 101,800.00	Stephen Tenbrink	0.285	0.033	0.022	4/7/2021	No	No	Solano
22MOY64	Ag/ off-road	Equipment replacement	2	\$ 166,500.00	Joseph Rider	0.152	0.030	0.022	4/7/2021	No	No	Napa
22MOY77	Ag/ off-road	Equipment replacement	1	\$ 38,750.00	Marc Mondavi	0.047	0.008	0.007	APCO	No	No	Napa
22MOY88	Ag/ off-road	Equipment replacement	1	\$ 43,500.00	Anselmo Farms LLC	0.049	0.005	0.005	APCO	No	No	Solano
21MOY185	Ag/ off-road	Equipment replacement	1	\$ 57,300.00	Wente Bros. dba. Wente Vineyards	0.213	0.034	0.026	APCO	Yes	No	Solano
22MOY85	Ag/ off-road	Equipment replacement	1	\$ 218,350.00	Bordessa Family Dairies	0.717	0.066	0.041	5/5/2021	No	No	Sonoma
21MOY222	Ag/ off-road	Equipment replacement	1	\$ 40,950.00	Jack Neal and Son Inc	0.092	0.015	0.011	APCO	No	No	Napa
22MOY87	Ag/ off-road	Equipment replacement	1	\$ 60,000.00	Mike K. Waller	0.092	0.011	0.006	APCO	No	No	Solano
22MOY99	Ag/ off-road	Equipment replacement	1	\$ 41,100.00	Daylight Vineyard Management, inc.	0.062	0.005	0.007	APCO	No	No	Sonoma
22MOY100	Ag/ off-road	Equipment replacement	1	\$ 166,700.00	Poncia Fertilizer, Inc.	1.140	0.111	0.059	5/5/2021	No	Yes	Sonoma
22MOY67	Ag/ off-road	Equipment replacement	2	\$ 107,400.00	Morrison Dairy	0.201	0.026	0.023	5/5/2021	No	No	Sonoma
22SBP9	School Bus	Equipment replacement	4	\$ 827,820.00	Napa Valley Unified School District	0.564	0.055	0.000	5/5/2021	No	Yes	Napa
22MOY101	Marine	Equipment replacement	2	\$ 2,886,000.00	Foss Maritime Company LLC	16.443	1.467	0.548	5/5/2021	Yes	Yes	Contra Costa
22MOY65	Ag/ off-road	Equipment replacement	1	\$ 28,000.00	Anthony Rossi	0.017	0.014	0.004	APCO	No	No	Napa
22MOY94	Ag/ off-road	Equipment replacement	1	\$ 132,500.00	Lunny Ranch, LLC	0.215	0.022	0.014	TBD	No	Yes	Marin
22MOY104	Ag/ off-road	Equipment replacement	2	\$ 113,400.00	Bains Farms LLC	0.501	0.079	0.046	TBD	No	No	Solano
22MOY75	On-road	Equipment replacement	1	\$ 25,000.00	Gill Brothers Express Inc	1.097	0.081	0.007	APCO	yes	yes	Alameda
22MOY98	Off-Road	Equipment replacement	1	\$ 44,000.00	St. Supery Inc.	0.049	0.008	0.005	APCO	No	No	Napa
22MOY111	On-road	Equipment replacement	1	\$ 20,000.00	SAHIB SAFELINE	0.545	0.046	0.000	APCO	No	yes	Alameda
22MOY118	Marine	Equipment replacement	2	\$ 3,700,000.00	Northwest Tug Leasing	20.875	2.599	0.409	TBD	Yes	yes	Alameda
22MOY129	Marine	Equipment replacement	2	\$ 310,000.00	Mr. Morgan Fisheries Inc.	1.281	0.007	0.053	TBD	No	No	San Mateo



**AGENDA 3 - ATTACHMENT 2**

*CMP/MSIF, FARMER and Community Health Protection Grant Program projects awarded and allocated (between 7/1/20 and 4/26/21)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	CARE Area	AB1550/SB535 Area	County
						NOx	ROG	PM				
22MOY136	Marine	Equipment replacement	1	\$ 111,000.00	Zachary Jason Medinas	0.895	0.005	0.034	TBD	Yes	Yes	San Francisco

115 Projects      175      \$      24,461,522      113.4      10.9      4.0

MOBILE SOURCE AND CLIMATE IMPACT COMMITTEE MEETING OF 05/27/2021

### AGENDA 3 - ATTACHMENT 3

Table 1 - TFCA projects awarded and allocated (between 7/1/20 and 4/26/21)

Project #	Project Category	Project Description	Award Amount	Applicant Name	Emission Reductions (tons per year)			Board/ APCO Approval Date	CARE Area	AB1550 / SB535 Area	County
					NO <sub>x</sub>	ROG	PM				
20R30	Bicycle Facilities	Upgrade 12.6 miles of Class II bikeways to Class IV in Fremont	\$ 130,000	City of Fremont	0.005	0.006	0.014	7/15/20	No	No	Alameda
20R31	Bicycle Facilities	Install and maintain 520 electronic bicycle locker spaces at 22 Caltrain stations in San Francisco, San Mateo and Santa Clara counties	\$ 1,041,000	Peninsula Corridor Joint Powers Board	0.097	0.139	0.306	7/15/20	No	No	Multi-County
20R32	Bicycle Facilities	Install 1.9 miles of Class IV bikeways in Hayward	\$ 200,790	City of Hayward	0.040	0.055	0.134	10/7/20	Yes	Yes	Alameda
21R02	LD Vehicles	Vehicle Buy Back Program	\$ 300,000	BAAQMD	N/A**	N/A**	N/A**	6/3/20	N/A	N/A	Regional
21R04	LD Vehicles	Clean Cars For All	\$ 10,000,000	BAAQMD	N/A	N/A	N/A	7/15/20	TBD*	TBD*	Regional
20R35	On-road Trucks & Buses	Purchase four electric delivery vans and scrap six existing vehicles	\$ 116,000	Santa Clara VTA	0.061	0.017	0.005	11/18/20	TBD*	TBD*	Santa Clara
21R07 †	On-road Trucks & Buses	Purchase and deploy 30 hydrogen fuel cell drayage trucks	\$ 3,360,000	Center for Transportation and the Environment	2.148	0.140	0.005	5/5/21	Yes	Yes	Multi-County
21RSB01	School Bus	Match funding for Project #21SBP211 for the replacement of two diesel buses with electric school buses	\$ 732,552	BAAQMD	N/A**	N/A**	N/A**	3/3/21	No	Yes	San Mateo
21RSB02	School Bus	Match funding for Project #22SBP14 for the replacement of one diesel bus with a electric school bus	\$ 204,598	BAAQMD	N/A**	N/A**	N/A**	4/7/21	No	Yes	Santa Clara
20R14	Trip Reduction	State Route 37 Rideshare	\$ 184,500	Solano Transportation Authority	0.104	0.113	0.169	12/16/20	No	No	Multi-County
21R01	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$ 850,000	BAAQMD	TBD*	TBD*	TBD*	7/15/20	N/A	N/A	Regional
21R03	Trip Reduction	Spare The Air/Intermittent Control Programs	\$ 2,290,000	BAAQMD	TBD*	TBD*	TBD*	6/3/20	N/A	N/A	Regional
21R08	Trip Reduction	Bayside/Burlingame & Marsh Road Caltrain Shuttles	\$ 160,000	Peninsula Corridor Joint Powers Board	N/A ‡	N/A ‡	N/A ‡	Pending	No	No	San Mateo
21R09	Trip Reduction	San Jose State University Rideshare and Trip Reduction	\$ 280,000	San Jose State University	N/A ‡	N/A ‡	N/A ‡	Pending	Yes	Yes	Regional
21R10	Trip Reduction	PresidiGO Downtown Shuttles	\$ 240,000	Predisio Trust	N/A ‡	N/A ‡	N/A ‡	Pending	Yes	No	San Francisco
21R11	Trip Reduction	ACE Shuttles	\$ 1,818,660	Santa Clara Valley Transit Authority	N/A ‡	N/A ‡	N/A ‡	Pending	Yes	No	Santa Clara
<b>Total</b>	<b>16 Projects</b>		<b>\$21,908,100</b>		<b>2.455</b>	<b>0.471</b>	<b>0.632</b>				

\*Funds have been allocated to these programs and projects and results will be determined at the end of project period.

\*\*Emission reductions are fully reported under the Carl Moyer Program to prevent double counting.

† TFCA portion only (does not include \$3,640,000 in funds from Alameda County Transportation Commission).

‡ Emission reductions will be reported as part of the Spare the Air program (Project #21R03).

# AGENDA 3 - ATTACHMENT 4

Figures 1-3 Summary of funding awarded and allocated between 7/1/20 and 4/26/21 from the following revenue sources:

- Carl Moyer Program (CMP)
- Community Health Protection Program (CHP)
- Funding Agricultural Replacement Measures for Emission Reductions (FARMER)
- Mobile Source Incentive Fund (MSIF)
- Transportation Fund for Clean Air (TFCA)

Figure 1. Status of FYE 2021 funding by source includes funds awarded, recommended for award, and available

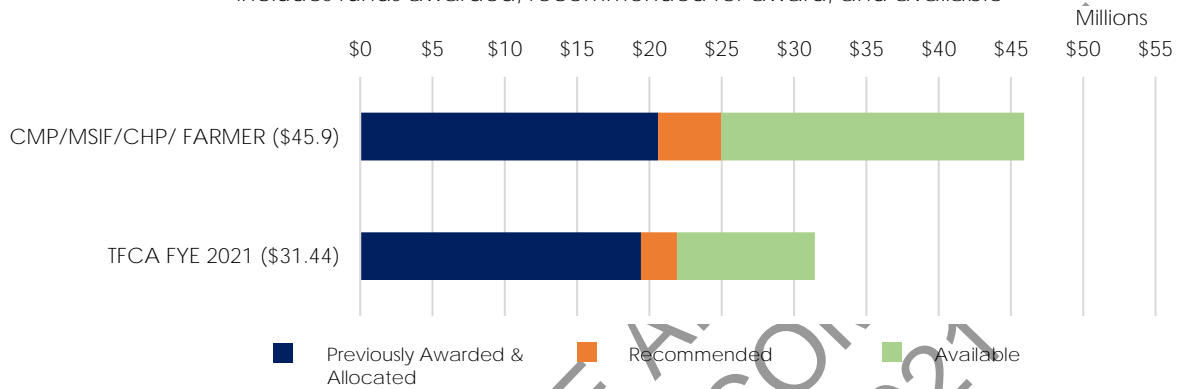


Figure 2. Funding awarded and allocated in FYE 2021 by county: includes funds awarded & recommended for award

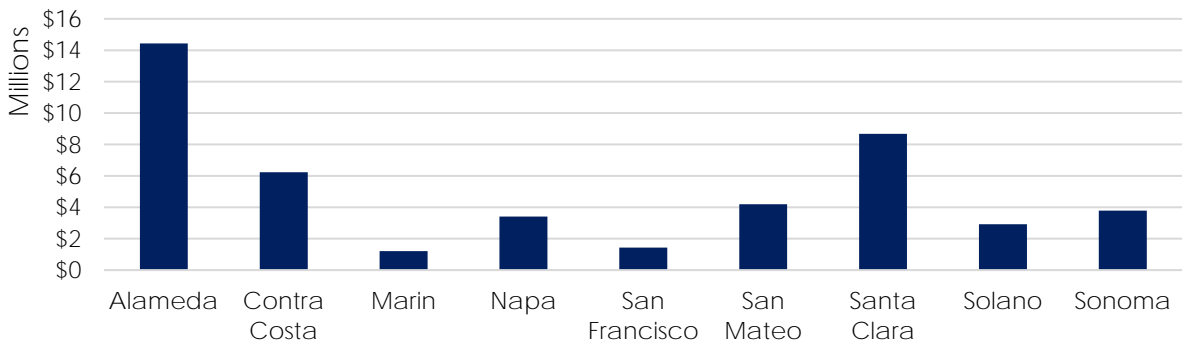
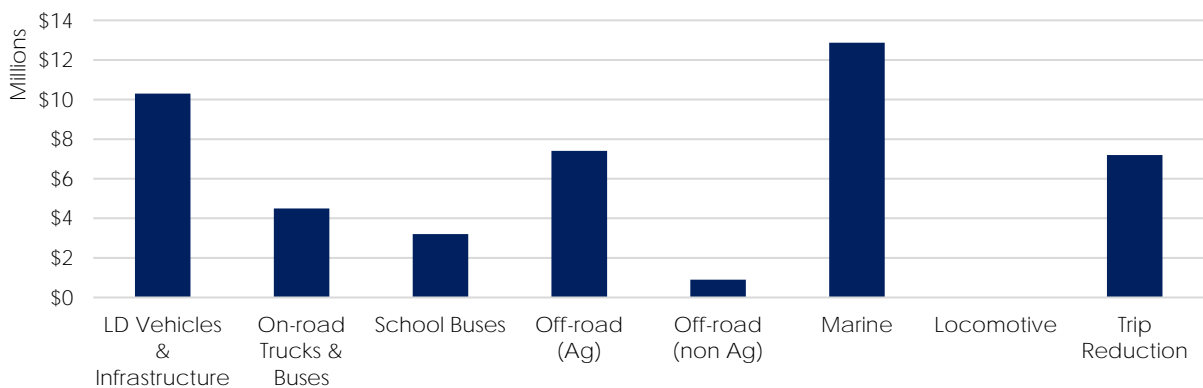


Figure 3. Funding awarded and allocated in FYE 2021 by project category includes funds awarded & recommended for award



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons David Canepa and Katie Rice, and Members  
of the Mobile Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Updates to the Transportation Fund for Clean Air (TFCA) Regional Fund Policies and  
Evaluation Criteria for Fiscal Year Ending (FYE) 2022

**RECOMMENDED ACTION**

Recommend Board of Directors approve the proposed updates to TFCA Regional Fund Policies and Evaluation Criteria for FYE 2022 presented in Attachment A.

**BACKGROUND**

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on each motor vehicle registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund For Clean Air (TFCA) are set forth in California Health and Safety Code Sections 44241 and 44242. The authorizing legislation requires that the Air District's Board of Directors (Board) adopt cost-effectiveness criteria that govern the use of the TFCA funds.

Sixty percent of TFCA funds are allocated annually by the Board to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air) and to a program referred to as the Regional Fund. The remaining forty percent (40%) of TFCA funds are passed-through to the County Program Manager Fund, based on each county's proportionate share of vehicle registration fees paid, and awarded by the nine designated agencies within the Air District's jurisdiction.

On April 7, 2021, the Board approved an allocation of \$12.89 million in new TFCA monies to trip reduction, clean air vehicles, and other Air District sponsored program categories for FYE 2022. An estimated \$29.39 million in TFCA funds, which includes both new and carryover funds from prior years, will be available for award in FYE 2022. At the same meeting, the Board also authorized the Executive Officer/APCO to execute grant agreements with project sponsors whose projects have proposed individual awards up to \$100,000 and that meet the respective governing policies and guidelines. TFCA projects recommended for awards greater than \$100,000 are brought to the Air District's Mobile Source Committee for consideration at least quarterly.

At least annually, the Board considers updates to the Regional Fund Policies and Evaluation Criteria (Policies), which establish the eligibility and evaluation criteria for projects and award of

TFCA funding. The Policies include both general requirements, applicable to all Regional Fund projects, and project category-specific requirements.

This report discusses the proposed updates to the Policies for FYE 2022 and the public process through which these updates were developed.

## DISCUSSION

### Public Outreach Process for FYE 2022 Policies:

On February 22, 2021, the Air District posted the draft Policies on its website and opened the public comment period, which closed on March 22, 2021. The public comment process was advertised via the Air District's TFCA grants email notification system and sent to more than 1,600 stakeholders, including representatives from each of the nine Bay Area Congestion Management Agencies (CMAs). The updates proposed for FYE 2022 were presented and discussed at two public webinars on March 2 and March 9. Attachment C provides a summary of the public comments received, along with staff's responses.

### Proposed Updated Policies for FYE 2022:

For FYE 2022, proposed updates were made to the current-year Policies to address the comments and suggestions received from stakeholders throughout the prior year and during the public comment period. Language and grammatical revisions were also made for clarification purposes.

A redlined copy of the Policies for FYE 2022, which shows the proposed updates from the prior year, is included as Attachment B. Below is a summary of the key proposed updates:

- Encourage the use of TFCA as match to co-fund projects that are awarded by other Air District incentive programs and allow the emissions benefits of the TFCA funds to be consolidated and reported by the other Air District incentive program to avoid double-counting (policy #2).
- Include the emissions reductions and funding of *Existing Last-Mile Commuter Connection* and *Existing Regional Ridesharing Service* projects with the cost-effectiveness evaluation of the Spare the Air Program (policy #2).
- Streamline the Maximum Grant Amounts to annually provide up to \$5.5 million to any public agency and up to \$5 million to any non-public entity (policy #7).

BUDGET CONSIDERATION / FINANCIAL IMPACT

None. TFCA funds are generated from DMV registration fees and distributed to sponsors of eligible projects on a reimbursement basis. Administrative costs are also covered by TFCA.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Linda Hui  
Reviewed by: Minda Berbeco and Karen Schkolnick

- Attachment A: Proposed TFCA Regional Fund Policies and Evaluation Criteria for FYE 2022 (Clean)
- Attachment B: Proposed TFCA Regional Fund Policies and Evaluation Criteria for FYE 2022 (Redline)
- Attachment C: Comments Received and Staff Responses to Proposed FYE 2022 Policies

MOBILE SOURCE AND  
CLIMATE IMPACT COMMITTEE  
MEETING OF 05/27/2021

**TFCA REGIONAL FUND POLICIES  
AND EVALUATION CRITERIA FOR FYE 2022**

The following policies apply to the Bay Area Air Quality Management District’s (Air District) Transportation Fund for Clean Air (TFCA) Regional Fund for fiscal year ending (FYE) 2022.

**BASIC ELIGIBILITY**

- 1. Eligible Projects:** Only projects that result in the reduction of motor vehicle emissions within the Air District’s jurisdiction are eligible. Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and Air District Board of Directors adopted TFCA Regional Fund Policies and Evaluation Criteria.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, contracts, and other legally binding obligations at the time the Air District executes the project’s funding agreement.

- 2. TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit specified in Table 1, except for projects that are being co-funded by other Air District-administered programs (e.g., Carl Moyer Program). Emissions benefits for co-funded projects may be reported under other Air District-administered programs. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project’s operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller).

**Table 1: Maximum Cost-Effectiveness for TFCA Regional Fund Projects**

<b>Policy #</b>	<b>Project Category</b>	<b>Maximum C-E (\$/weighted ton)</b>
22	On-Road Truck Replacements	\$90,000
23	On-Road Light- and Medium-Duty Zero- and Partial-Zero- Emissions Vehicles	\$500,000
24	On-Road Heavy-Duty Zero- and Partial-Zero- Emissions Trucks and Buses	\$500,000
25	Hydrogen Stations	\$500,000
26	Electric Vehicle Charging Infrastructure	\$500,000
27	Vehicle Scrapping	\$50,000
28	Existing Last-Mile Commuter Connections	Evaluated as part of the Spare the Air Program
29	Pilot Trip Reduction	\$500,000
30	Existing Regional Ridesharing Services	Evaluated as part of the Spare the Air Program
31	Bicycle Parking	\$250,000
32	Bikeways	\$500,000
33	Infrastructure Improvements for Trip-Reduction	\$500,000

- 3. Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards

(2017 Clean Air Plan); those plans and programs established pursuant to California Health & Safety Code (HSC) sections 40233, 40717 and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.

4. **Eligible Recipients and Authority to Apply:** Applicants must have the legal authority, as well as the financial and technical capability, to complete projects. In addition, the following conditions apply:
  - a. **Eligible Recipients:**
    - i. **Public agencies** are eligible to apply for all project categories.
    - ii. **Non-public entities** are eligible to apply for only Clean Air Vehicle Projects and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
  - b. **Authority to Apply:** Applicants must demonstrate that they have the authority to submit the application, to enter into a funding agreement, to carry out the project, and to bind the entity to perform these tasks by including either: 1) a signed letter of commitment from the applicant’s representative with authority (e.g., Chief Executive or Financial Officer, Executive Director, or City Manager); or 2) a signed resolution from the governing body (e.g., City Council, Board of Supervisors, or Board of Directors).
5. **Viable Project and Matching Funds:** Applicants must demonstrate that they have adequate funds to cover all stages of their proposed project(s) from commencement through completion. Unless otherwise specified in policies #22 through 33, project applicants must provide evidence that they have at least 10% of the total eligible project costs (matching funds) from a non-Air District source available and ready to commit to the proposed projects.
6. **Minimum Grant Amount:** \$10,000 per project.
7. **Maximum Grant Amount:** the maximum grant award amounts are:
  - a. Each public agency may be awarded up to a total award of \$5,500,000 per agency per year; and
  - b. Each non-public entity may be awarded up to a total award of \$5,000,000 per entity per year.
8. **Readiness:** Unless otherwise specified in policies #22 through 33, projects must commence by the end of calendar year 2022 or within 24 months from the date of execution of the funding agreement with the Air District, whichever is later. For purposes of this policy, “commence” means either (a) a discrete, necessary and tangible action, such as the issuance of a purchase order to secure project vehicles or equipment or the delivery of the award letter for a construction contract, taken for a project to begin implementation, or (b) commencement or continuation of transportation service, such as last-mile commuter connections or ridesharing service, for which the project sponsor can provide documentation of date the action occurred.
9. **Maximum Two Years Operating Costs for Service-Based Projects:** Unless otherwise specified in policies #22 through 33, TFCA Regional Funds may be used to support up to two years of operating costs for service-based projects (i.e., Trip Reduction Projects).
10. **Project Revisions:** The Air District will consider only requests for modifications to approved projects that are within the same project categories, achieve the same or better cost-effectiveness, comply with all TFCA Regional Fund Policies, and are in compliance with all applicable federal



and State laws, and Air District rules and regulations. The Air District may also approve minor modifications, such as to correct typographical mistakes in the grant agreements or to change the name of the grantees, without re-evaluating the proposed modification in light of the regulations, contracts, and other legally-binding obligations that are in effect at the time the minor modification was proposed.

## APPLICANT IN GOOD STANDING

11. **In Compliance with Air Quality Regulations:** Applicants must certify that, at the time of the application and at the time of issuance of the grant, they are in compliance with all local, state, and federal air quality regulations. Applicants who are in compliance with those laws, rules and regulations, but who have pending litigation or who have unpaid civil penalties owed to the Air District, may be eligible for funding, following a review and approval by the Air District. The Air District may terminate a grant agreement and seek reimbursement of distributed funds from a project sponsor who was not eligible for funding at the time of the grant.
12. **In Compliance with Agreement Requirements:** Project sponsors who have failed to meet contractual requirements such as project implementation milestones or monitoring and reporting requirements for any project funded by the Air District may not be considered eligible for new funding until such time as all of the unfulfilled obligations are met.
13. **Independent Air District Audit Findings and Determinations:** Project sponsors who have failed either a fiscal audit or a performance audit for a prior Air District funded project will be excluded from future funding for three (3) years from the date of the Air District's final determination in accordance with HSC section 44242. Additionally, project sponsors with open projects will not be reimbursed until all audit recommendations and remedies have been satisfactorily implemented.

A failed fiscal audit means an uncorrected audit finding that confirms an ineligible expenditure of funds. A failed performance audit means an uncorrected audit finding that confirms a project was not implemented as set forth in the project funding agreement.

Project sponsors must return funds under any of the following circumstances:

- a. The funds were expended in a manner contrary to the TFCA Regional Funds' requirements and/or requirements of HSC Code section 44220 et seq;
- b. The project did not result in a surplus reduction of air pollution from the mobile sources or transportation control measures pursuant to the applicable plan;
- c. The funds were not spent for surplus reduction of air pollution pursuant to a plan or program to be implemented by the TFCA Regional Fund;
- d. The project sponsor failed to comply with the approved project scope, as set forth in the project funding agreement.

Applicants who failed to reimburse such funds to the Air District from prior Air District funded projects will be excluded from future TFCA funding.

14. **Executed Funding Agreement:** Only a fully executed funding agreement (i.e., signed by both the project sponsor and the Air District) constitutes the Air District's award of funds for a project. Approval of an application for the project by the Air District Board of Directors or Air District's

notices such as a transmittal letter announcing the proposed award do not constitute a final obligation on the part of the Air District to fund a project.

Applicants must sign funding agreements within 60 days from the date the agreements were transmitted to them in order to remain eligible for award of TFCA Regional Funds. Applicants may request, in writing, an extension of up to no more than 180 days from the transmittal date to sign the grant agreements. The request shall include the basis for an extended signature period. At its discretion, the Air District may authorize such an extension.

15. **Maintain Appropriate Insurance:** Project sponsors must obtain and maintain general liability insurance and additional insurance that is appropriate for its specific project type throughout the life of the project, with coverage being no less than the amounts specified in the respective funding agreement. Project sponsors shall require their subcontractors to obtain and maintain such insurance of the type and in the amounts required by the grant agreements.

### INELIGIBLE PROJECTS

16. **Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Other planning activities may be eligible, but only if the activities are directly related to the implementation of a specific project or program.
17. **Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.
18. **Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or County Program Manager Funds, and that do not propose to achieve additional emission reductions are not eligible.

### USE OF TFCA FUNDS

19. **Combined Funds:** Unless otherwise specified in policies #22 through 33, TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a TFCA Regional Fund project.
20. **Administrative Costs:** Unless otherwise specified in policies #22 through 33, TFCA Regional Funds may not be used to pay for administrative costs (i.e., the costs associated with administering a TFCA Regional Fund grant). In cases where administrative costs may be paid for by TFCA Regional Funds, they are limited to a maximum of 6.25% of total TFCA Regional Funds expended on a project and are only available to projects sponsored by public agencies. To be eligible for reimbursement, administrative costs must be clearly identified in the project budget at the time of application and in the funding agreement between the Air District and the project sponsor.
21. **Expend Funds within Two Years:** Project sponsors must expend the grant funding within two (2) years of the effective date of their grant agreement. Applicants may request a longer period in the application, by submitting evidence that a longer period is justified to complete the project due to its unique circumstance. Project sponsors may request a longer period before the end of the agreements' second year in the event that significant progress has been made in the implementation of the project. If the Air District approves a longer period, the parties shall memorialize the approval and length of the extension formally (i.e., in writing) in the grant agreement or in an amendment to the executed grant agreement.

## ELIGIBLE PROJECT CATEGORIES

**To be eligible for funding from the TFCA Regional Fund, a proposed project must meet the purpose and requirements for the applicable Project Category.**

### Clean Air Vehicle Projects

22. **On-Road Truck Replacements:** The project will replace Class 6, Class 7, and Class 8 diesel-powered trucks that have a Gross Vehicle Weight Rating (GVWR) of 19,501 lbs. or greater (per vehicle weight classification definition used by Federal Highway Administration (FHWA)) with new or used trucks that have an engine certified to the 2010 California Air Resources Board (CARB) emissions standards or cleaner. The existing truck(s) to be replaced must be registered with the California Department of Motor Vehicles (DMV) to an address within the Air District's jurisdiction and must be scrapped after replacement.
23. **On-Road Light- and Medium- Duty Zero- and Partial-Zero-Emissions Vehicles:** The project will help vehicle owners and operators achieve significant voluntary emission reductions by accelerating the deployment of zero- and partial-zero-emissions motorcycles, cars, and light- and medium- duty vehicles:
- a. Vehicles must have a GVWR not exceeding 8,500 lbs.;
  - b. Vehicles may be purchased or leased;
  - c. Eligible vehicle types are limited to plug-in hybrid-electric, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
  - d. Project Sponsors may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle;
  - e. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding toward the purchase or lease of a new vehicle. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds;
  - f. Vehicles that are solely powered by gasoline, natural gas, or diesel, and retrofit projects are not eligible; and
  - g. The total amount of TFCA funds awarded may not exceed 90% of the project's eligible cost; the sum of TFCA funds awarded with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs.
24. **On-Road Heavy-Duty Zero- and Partial-Zero-Emissions Trucks and Buses:** The project will help fleet operators achieve significant voluntary emission reductions by encouraging the replacement of older, compliant trucks and buses with the cleanest available technology, and help fleet operators who are expanding their fleet to choose the cleanest available technology:
- a. Each vehicle must be new and have a GVWR greater than 8,500 lbs.;
  - b. Vehicles may be purchased or leased;
  - c. Eligible vehicle types are limited to plug-in hybrid-electric, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
  - d. Project Sponsors may request authorization of up to 100% of the TFCA Funds awarded for

each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle;

- e. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding toward the purchase or lease of a new vehicle. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds;
- f. Vehicles that are solely powered by gasoline, natural gas, or diesel, and retrofit projects are not eligible; and
- g. The total amount of TFCA funds awarded may not exceed 100% of the project's eligible cost for School Buses and 90% of the project's eligible cost for all other vehicle types; the sum of TFCA funds awarded combined with all other grants and applicable manufacturer and local/State/federal rebates and discounts may not exceed total project costs.

25. **Hydrogen Stations:** The project is intended to accelerate the deployment of hydrogen fueling stations. Funding may be used for the purchase and installation of equipment for new dispensing facilities and for upgrades and improvements that expand access to existing refueling sites. The following additional conditions must also be met:

- a. Stations must be located within the Air District's jurisdiction and be available and accessible to the public;
- b. Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and approved by the local/State authority;
- c. Each station must be maintained and operated for a minimum of three years;
- d. TFCA funding may not be used to pay for fuel or on-going operations or maintenance costs;
- e. TFCA funding is limited to 25% of the total eligible project cost and may not exceed a maximum award amount of \$250,000 per station; and
- f. Stations must have received a passing score and/or received approval for funding from a State or federal agency.

26. **Electric Vehicle Charging Infrastructure:** The project is intended to accelerate the adoption of zero-emissions vehicles through the deployment of new electric vehicle charging stations:

- a. Each station must be maintained and operated for a minimum of three years;
- b. Project equipment must be certified by Underwriters Laboratories, Inc. or equivalent safety standard; and
- c. TFCA funding may not be used to pay for on-going operations or maintenance costs.

27. **Vehicle Scrapping:** The project is intended to accelerate the removal of highly polluting vehicles from Bay Area roads. Funding will be provided to owners of on-road motor vehicles who voluntarily scrap vehicles that meet the following requirements:

- a. Vehicles must be roadworthy and pass an inspection by the Air District or its designee;
- b. Vehicles must be currently registered with the DMV to an address within the Air District's jurisdiction and have had continuous registration to the same owner for a minimum of two years; and
- c. Vehicles have not and will not receive funding from other Air District programs or other public agencies for scrapping.

Trip Reduction Projects

28. **Existing Last-Mile Commuter Connections:** The project will reduce single-occupancy vehicle commute-hour trips by providing the short-distance connection between a mass transit hub and one or more definable commercial hubs or employment centers:
- a. The project must provide local feeder bus or shuttle service between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location;
  - b. The service’s schedule must be coordinated to have a timely connection with the corresponding mass transit service;
  - c. The service must be available for use by all members of the public;
  - d. TFCA Regional Funds may be used to fund only shuttle services to locations that are underserved and lack other comparable service. For the purposes of this policy, “comparable service” means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed “comparable” to an existing service if the passengers’ proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service’s travel time to the proposed destination;
  - e. **Reserved.**
  - f. TFCA Regional Funds may be used to fund services only during commuter peak-hours, i.e., 5:00-10:00 AM and/or 3:00-7:00 PM;
  - g. Reserved.
  - h. Project Sponsors must be either: (1) a public transit agency or transit district that directly operates the shuttle/feeder bus service, or (2) a city, county, or any other public agency;
  - i. Applicants must submit a letter of concurrence from all transit districts or transit agencies that provide service in the area of the proposed route, certifying that the service does not conflict with existing service; and
  - j. Projects that would operate in Highly Impacted Communities or Episodic Areas as defined in the Air District Community Air Risk Evaluation (CARE) Program, or in Priority Development Areas (PDAs), may qualify for funding at a higher cost-effectiveness limit (see Policy #2).
29. **Pilot Trip Reduction:** The project will reduce single-occupancy commute-hour vehicle trips by encouraging mode-shift to other forms of shared transportation. Pilot projects are defined as projects that serve an area where no similar service was available within the past three years, or will result in significantly expanded service to an existing area. Funding is designed to provide the necessary initial capital to a public agency for the start-up of a pilot project so that by the end of the third year of the trip reduction project’s operation, the project will be financially self-sustaining or require minimal public funds, such as grants, to maintain its operation:
- a. Applicants must demonstrate the project will reduce single-occupancy commute-hour vehicle trips and result in a reduction in emissions of criteria pollutants (i.e., ROG, NOx, and PM10);
  - b. The proposed service must be available for use by all members of the public;

- c. Applicants must provide a written plan documenting steps that would be taken to ensure that the project will be financially self-sustaining or require minimal public funds to maintain its operation by the end of the third year;
- d. If the local transit provider is not a partner, the applicant must demonstrate they have attempted to get the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- e. Applicants must provide data and/or other evidence demonstrating the public's need for the service, including a demand assessment survey and letters of support from potential users; and
- f. Pilot trip reduction projects that propose to provide shuttle/feeder bus and ridesharing service projects must comply with all applicable requirements in policies #28 and #30.

30. **Existing Regional Ridesharing Services:** The project will provide carpool, vanpool, and other rideshare services. For TFCA Regional Fund eligibility, ridesharing projects must be comprised of riders from at least five counties within Air District's jurisdiction, with no one county accounting for more than 80% of all riders, as verified by documentation submitted with the application.

If a project includes ride-matching services, *only* ride-matches that are not already included in the Metropolitan Transportation Commission's (MTC) regional ridesharing program are eligible for TFCA Regional Funds. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. Applications for projects that provide a direct or indirect financial transit or rideshare subsidy *exclusively* to employees of the project sponsor are not eligible.

31. **Bicycle Parking:** The project will expand public access to new bicycle parking facilities. The project must be included in an adopted countywide bicycle plan, Congestion Management Plan (CMP), the MTC's Regional Bicycle Plan, or other similar plan, and serve a major activity center (e.g. transit station, office building, or school). The bicycle parking facility must be publicly accessible and available for use by all members of the public.

TFCA Regional Funds may not be used to pay for costs related to maintenance, repairs, upgrades, rehabilitation, operations, or project administration.

Monies expended by the Project Sponsor to maintain, repair, upgrade, rehabilitate, or operate bicycle parking facilities are not eligible for use as matching funds.

32. **Bikeways:** The project will construct and/or install bikeways that are included in an adopted countywide bicycle plan, CMP, countywide transportation plan (CTP), city general plan or area-specific plan, the MTC's Regional Bicycle Plan, or other similar plan. To be eligible for funding, the purpose of bikeways that are included in an adopted city general plan or area-specific plan must be to reduce motor vehicle emissions or traffic congestion. Projects must have completed all applicable State and federal environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement.

All bikeway projects must, where applicable, be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014.

Projects must reduce vehicle trips made for utilitarian purposes (e.g., work or school commuting) and cannot be used exclusively for recreational use. Projects must also meet at least one of the following conditions:

- a. Be located within one-half mile biking distance from the closer of a public transit station/stop (e.g., local, county- wide or regional transit stops/stations/terminals) or a bike share station;
- b. Be located within one-half mile biking distance from a major activity center that serves at least 2,500 people per day (e.g., employment centers, schools, business districts); or
- c. Be located within one-half mile biking distance from three activity centers (e.g., employment centers, schools, business districts).

Projects are limited to the following types of bikeways:

- a. Class I Bikeway (Bike Path), new or upgrade improvement from Class II or Class III Bikeway;
- b. New Class II Bikeway (Bike Lane);
- c. New Class III Bikeway (Bike Route); or
- d. Class IV Bikeway (Separated Bikeway), new or upgrade improvement from Class II or Class III bikeway.

- 33. **Infrastructure Improvements for Trip-Reduction:** The project will expand the public’s access to alternative transportation modes through the design and construction by local public agencies of physical improvements that support development projects that achieve motor vehicle emission reductions. The projects and physical improvements shall be identified in an approved area-specific plan, redevelopment plan, general plan, or other similar plan.

MOBILE SOURCE AIR AND CLIMATE IMPACT COMMITTEE MEETING OF 05/27/2021

**REGIONAL FUND EVALUATION CRITERIA:**

Applications may be reviewed on either a first-come, first-served basis or a competitive basis. Projects will be evaluated using the criteria listed below.

1. Eligible projects will be evaluated based on cost-effectiveness and conformity to additional specific requirements discussed in the adopted policies and project-specific solicitation guidance.
2. TFCA Regional Funds will be prioritized for projects that meet one or more of the following criteria:
  - a. Projects in Highly Impacted Communities or Episodic Areas as defined in the Air District CARE Program and other communities identified through the Assembly Bill (AB) 617 (2017) process; and
  - b. Projects in PDAs.

MOBILE SOURCE AND  
CLIMATE IMPACT COMMITTEE  
MEETING OF 05/27/2021



**TFCA REGIONAL FUND POLICIES  
AND EVALUATION CRITERIA FOR FYE 2022**

The following policies apply to the Bay Area Air Quality Management District’s (Air District) Transportation Fund for Clean Air (TFCA) Regional Fund for fiscal year ending (FYE) 2022~~1~~.

**BASIC ELIGIBILITY**

- Eligible Projects:** Only projects that result in the reduction of motor vehicle emissions within the Air District’s jurisdiction are eligible. Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and Air District Board of Directors adopted TFCA Regional Fund Policies and Evaluation Criteria.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, contracts, and other legally binding obligations at the time the Air District executes the project’s funding agreement.

- TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit specified in Table 1, except for projects that are being co-funded by other Air District-administered programs (e.g., Carl Moyer Program). Emissions benefits for co-funded projects may be reported under other Air District-administered programs. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project’s operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller).

**Table 1: Maximum Cost-Effectiveness for TFCA Regional Fund Projects**

Policy #	Project Category	Maximum C-E- (\$/weighted ton)
22	On-Road Truck Replacements	\$90,000
23	On-Road Light- and Medium-Duty Zero- and Partial-Zero- Emissions Vehicles	\$500,000
24	On-Road Heavy-Duty Zero- and Partial-Zero- Emissions Trucks and Buses	\$500,000
25	Hydrogen Stations	\$500,000
26	Electric Vehicle Charging Infrastructure	\$500,000
27	Vehicle Scrapping	\$50,000
28	Existing <del>Shuttle/Feeder Bus Services</del> <u>Last-Mile Commuter Connections</u>	<del>\$200,000; \$250,000 for services in CARE Areas or PDAs</del> <u>Evaluated as part of the Spare the Air Program</u>
29	Pilot Trip Reduction	\$500,000
30	Existing Regional Ridesharing Services	<del>\$150,000</del> <u>Evaluated as part of the Spare the Air Program</u>
31	Bicycle Parking	\$250,000
32	Bikeways	\$500,000
33	Infrastructure Improvements for Trip-Reduction	\$500,000

- Consistent with Existing Plans and Programs:** All projects must comply with the

Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategy(ies) for achieving and maintaining State and national ozone standards (2017 Clean Air Plan); those plans and programs established pursuant to California Health & Safety Code (HSC) sections 40233, 40717 and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.

4. **Eligible Recipients and Authority to Apply:** Applicants must have the legal authority, as well as the financial and technical capability, to complete projects. In addition, the following conditions apply:
  - a. **Eligible Recipients:**
    - i. **Public agencies** are eligible to apply for all project categories.
    - ii. **Non-public entities** are eligible to apply for only Clean Air Vehicle Projects and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
  - b. **Authority to Apply:** Applicants must demonstrate that they have the authority to submit the application, to enter into a funding agreement, to carry out the project, and to bind the entity to perform these tasks by including either: 1) a signed letter of commitment from the applicant's representative with authority (e.g., Chief Executive or Financial Officer, Executive Director, or City Manager); or 2) a signed resolution from the governing body (e.g., City Council, Board of Supervisors, or Board of Directors).
5. **Viable Project and Matching Funds:** Applicants must demonstrate that they have adequate funds to cover all stages of their proposed project(s) from commencement through completion. Unless otherwise specified in policies #22 through 33, project applicants must provide evidence that they have at least 10% of the total eligible project costs (matching funds) from a non-Air District source available and ready to commit to the proposed projects.
6. **Minimum Grant Amount:** \$10,000 per project.
7. **Maximum Grant Amount:** the maximum grant award amounts are:
  - a. Each public agency may be awarded up to a ~~total of \$1,500,000 per calendar year for all projects under policies #28 through #31, and up to a total of \$4,000,000 for all projects under other policies, not to exceed~~ a total award of \$5,500,000 per agency per year; and
  - b. Each non-public entity may be awarded up to a ~~total of \$2,000,000 per calendar year for all projects under #22, #23, and #25, and up to a total of \$3,000,000 for all projects under policies #24 and #26, not to exceed~~ a total award of \$5,000,000 per entity per year.
8. **Readiness:** Unless otherwise specified in policies #22 through 33, projects must commence by the end of calendar year 2022~~+~~ or within 24 months from the date of execution of the funding agreement with the Air District, whichever is later. For purposes of this policy, "commence" means either (a) a discrete, necessary and tangible action, such as the issuance of a purchase order to secure project vehicles or equipment or the delivery of the award letter for a construction contract, taken for a project to begin implementation, or (b) commencement or continuation of transportation service, such as shuttle/feeder bus last-mile commuter connections or ridesharing service, for which the project sponsor can provide documentation of date the action occurred.
9. **Maximum Two Years Operating Costs for Service-Based Projects:** Unless otherwise specified in policies #22 through 33, TFCA Regional Funds may be used to support up to two

years of operating costs for service-based projects (i.e., Trip Reduction Projects).

10. **Project Revisions:** The Air District will consider only requests for modifications to approved projects that are within the same project categories, achieve the same or better cost-effectiveness, comply with all TFCA Regional Fund Policies, and are in compliance with all applicable federal and State laws, and Air District rules and regulations. The Air District may also approve minor modifications, such as to correct typographical mistakes in the grant agreements or to change the name of the grantees, without re-evaluating the proposed modification in light of the regulations, contracts, and other legally-binding obligations that are in effect at the time the minor modification was proposed.

#### **APPLICANT IN GOOD STANDING**

11. **In Compliance with Air Quality Regulations:** Applicants must certify that, at the time of the application and at the time of issuance of the grant, they are in compliance with all local, state, and federal air quality regulations. Applicants who are in compliance with those laws, rules and regulations, but who have pending litigation or who have unpaid civil penalties owed to the Air District, may be eligible for funding, following a review and approval by the Air District. The Air District may terminate a grant agreement and seek reimbursement of distributed funds from a project sponsor who was not eligible for funding at the time of the grant.
12. **In Compliance with Agreement Requirements:** Project sponsors who have failed to meet contractual requirements such as project implementation milestones or monitoring and reporting requirements for any project funded by the Air District may not be considered eligible for new funding until such time as all of the unfulfilled obligations are met.
13. **Independent Air District Audit Findings and Determinations:** Project sponsors who have failed either a fiscal audit or a performance audit for a prior Air District funded project will be excluded from future funding for three (3) years from the date of the Air District's final determination in accordance with HSC section 44242. Additionally, project sponsors with open projects will not be reimbursed until all audit recommendations and remedies have been satisfactorily implemented.

A failed fiscal audit means an uncorrected audit finding that confirms an ineligible expenditure of funds. A failed performance audit means an uncorrected audit finding that confirms a project was not implemented as set forth in the project funding agreement.

Project sponsors must return funds under any of the following circumstances:

- a. The funds were expended in a manner contrary to the TFCA Regional Funds' requirements and/or requirements of HSC Code section 44220 et seq;
- b. The project did not result in a surplus reduction of air pollution from the mobile sources or transportation control measures pursuant to the applicable plan;
- c. The funds were not spent for surplus reduction of air pollution pursuant to a plan or program to be implemented by the TFCA Regional Fund;
- d. The project sponsor failed to comply with the approved project scope, as set forth in the project funding agreement.

Applicants who failed to reimburse such funds to the Air District from prior Air District funded

projects will be excluded from future TFCA funding.

14. **Executed Funding Agreement:** Only a fully executed funding agreement (i.e., signed by both the project sponsor and the Air District) constitutes the Air District’s award of funds for a project. Approval of an application for the project by the Air District Board of Directors or Air District’s notices such as a transmittal letter announcing the proposed award do not constitute a final obligation on the part of the Air District to fund a project.

Applicants must sign funding agreements within 60 days from the date the agreements were transmitted to them in order to remain eligible for award of TFCA Regional Funds. Applicants may request, in writing, an extension of up to no more than 180 days from the transmittal date to sign the grant agreements. The request shall include the basis for an extended signature period. At its discretion, the Air District may authorize such an extension.

15. **Maintain Appropriate Insurance:** Project sponsors must obtain and maintain general liability insurance and additional insurance that is appropriate for its specific project type throughout the life of the project, with coverage being no less than the amounts specified in the respective funding agreement. Project sponsors shall require their subcontractors to obtain and maintain such insurance of the type and in the amounts required by the grant agreements.

#### INELIGIBLE PROJECTS

16. **Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Other planning activities may be eligible, but only if the activities are directly related to the implementation of a specific project or program.
17. **Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.
18. **Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or County Program Manager Funds, and that do not propose to achieve additional emission reductions are not eligible.

#### USE OF TFCA FUNDS

19. **Combined Funds:** Unless otherwise specified in policies #22 through 33, TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a TFCA Regional Fund project.
20. **Administrative Costs:** Unless otherwise specified in policies #22 through 33, TFCA Regional Funds may not be used to pay for administrative costs (i.e., the costs associated with administering a TFCA Regional Fund grant). In cases where administrative costs may be paid for by TFCA Regional Funds, they are limited to a maximum of 6.25% of total TFCA Regional Funds expended on a project and are only available to projects sponsored by public agencies. To be eligible for reimbursement, administrative costs must be clearly identified in the project budget at the time of application and in the funding agreement between the Air District and the project sponsor.
21. **Expend Funds within Two Years:** Project sponsors must expend the grant funding within two (2) years of the effective date of their grant agreement. Applicants may request a longer period in the application, by submitting evidence that a longer period is justified to complete the project

due to its unique circumstance. Project sponsors may request a longer period before the end of the agreements' second year in the event that significant progress has been made in the implementation of the project. If the Air District approves a longer period, the parties shall memorialize the approval and length of the extension formally (i.e., in writing) in the grant agreement or in an amendment to the executed grant agreement.

## ELIGIBLE PROJECT CATEGORIES

**To be eligible for funding from the TFCA Regional Fund, a proposed project must meet the purpose and requirements for the applicable Project Category.**

### Clean Air Vehicle Projects

22. **On-Road Truck Replacements:** The project will replace Class 6, Class 7, and Class 8 diesel-powered trucks that have a Gross Vehicle Weight Rating (GVWR) of 19,501 lbs. or greater (per vehicle weight classification definition used by Federal Highway Administration (FHWA)) with new or used trucks that have an engine certified to the 2010 California Air Resources Board (CARB) emissions standards or cleaner. The existing truck(s) to be replaced must be registered with the California Department of Motor Vehicles (DMV) to an address within the Air District's jurisdiction and must be scrapped after replacement.
23. **On-Road Light- and Medium- Duty Zero- and Partial-Zero-Emissions Vehicles:** The project will help vehicle owners and operators achieve significant voluntary emission reductions by accelerating the deployment of zero- and partial-zero-emissions motorcycles, cars, and light- and medium- duty vehicles:
  - a. Vehicles must have a GVWR not exceeding 8,500 lbs.;
  - b. Vehicles may be purchased or leased;
  - c. Eligible vehicle types are limited to plug-in hybrid-electric, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
  - d. Project Sponsors may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle;
  - e. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding toward the purchase or lease of a new vehicle. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds;
  - f. Vehicles that are solely powered by gasoline, natural gas, or diesel, and retrofit projects are not eligible; and
  - g. ~~The total amount of TFCA funds awarded, combined with all other grants and applicable manufacturer and local/State/federal rebates and discounts, may not exceed 90% of the project's eligible cost.~~ The total amount of TFCA funds awarded may not exceed 90% of the project's eligible cost; the sum of TFCA funds awarded with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs.;
24. **On-Road Heavy-Duty Zero- and Partial-Zero-Emissions Trucks and Buses:** The project will help fleet operators achieve significant voluntary emission reductions by encouraging the

replacement of older, compliant trucks and buses with the cleanest available technology, and help fleet operators who are expanding their fleet to choose the cleanest available technology:

- a. Each vehicle must be new and have a GVWR greater than 8,500 lbs.;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types are limited to plug-in hybrid-electric, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
- d. Project Sponsors may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle;
- e. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding toward the purchase or lease of a new vehicle. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds;
- f. Vehicles that are solely powered by gasoline, natural gas, or diesel, and retrofit projects are not eligible; and
- g. The total amount of TFCA funds awarded may not exceed 100% of the project's eligible cost for School Buses and 90% of the project's eligible cost for all other vehicle types; the sum of TFCA funds awarded, combined with all other grants and applicable manufacturer and local/State/federal rebates and discounts; may not exceed total project costs. 100% for School Buses and 90% of the project's eligible cost for all other vehicle types.

25. **Hydrogen Stations:** The project is intended to accelerate the deployment of hydrogen fueling stations. Funding may be used for the purchase and installation of equipment for new dispensing facilities and for upgrades and improvements that expand access to existing refueling sites. The following additional conditions must also be met:

- a. Stations must be located within the Air District's jurisdiction and be available and accessible to the public;
- b. Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and approved by the local/State authority;
- c. Each station must be maintained and operated for a minimum of three years;
- d. TFCA funding may not be used to pay for fuel or on-going operations and/or maintenance costs;
- e. TFCA funding is limited to 25% of the total eligible project cost and may not exceed a maximum award amount of \$250,000 per station; and
- f. Stations must have received a passing score and/or received approval for funding from a State or federal agency.

26. **Electric Vehicle Charging Infrastructure:** The project is intended to accelerate the adoption of zero- emissions vehicles through the deployment of new electric vehicle charging stations:

- a. Each station must be maintained and operated for a minimum of three years;
- b. Project equipment must be certified by Underwriters Laboratories, Inc. or equivalent safety standard; and

- c. TFCA funding may not be used to pay for on-going operations ~~and~~or maintenance costs.

27. **Vehicle Scrapping:** The project is intended to accelerate the removal of highly polluting vehicles from Bay Area roads. Funding will be provided to owners of on-road motor vehicles who voluntarily scrap vehicles that meet the following requirements:

- a. Vehicles must be roadworthy and pass an inspection by the Air District or its designee; ~~and~~
- b. Vehicles must be currently registered with the DMV to an address within the Air District’s jurisdiction and have had continuous registration to the same owner for a minimum of two years; and
- c. Vehicles ~~are not eligible for~~have not and will not receive funding from other Air District programs or other public agencies for scrapping.

Trip Reduction Projects

28. **Existing ~~Shuttle/Feeder Bus Services~~Last-Mile Commuter Connections:** The project will reduce single-occupancy vehicle commute-hour trips by providing the short-distance connection between a mass transit hub and one or more definable commercial hubs or employment centers:

- a. The project must provide local feeder bus or shuttle service between stations (e.g., rail stations, ~~and~~ ferry stations, ~~including~~ Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location;
- b. The service’s schedule must be coordinated to have a timely connection with the corresponding mass transit service;
- c. The service must be available for use by all members of the public;
- d. TFCA Regional Funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, “comparable service” means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed “comparable” to an existing service if the passengers’ proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service’s travel time to the proposed destination;
- e. **Reserved.**
- f. TFCA Regional Funds may be used to fund services only during commuter peak-hours, i.e., 5:00-10:00 AM and/or 3:00-7:00 PM;
- g. Reserved.
- h. Project Sponsors must be either: (1) a public transit agency or transit district that directly operates the shuttle/feeder bus service, or (2) a city, county, or any other public agency;
- i. Applicants must submit a letter of concurrence from all transit districts or transit agencies that ~~provides~~ service in the area of the proposed route, certifying that the service does not conflict with existing service; and
- j. Projects that would operate in Highly Impacted Communities or Episodic Areas as defined in the Air District Community Air Risk Evaluation (CARE) Program, or in Priority Development Areas (PDAs), may qualify for funding at a higher cost-effectiveness limit (see Policy #2).

29. **Pilot Trip Reduction:** The project will reduce single-occupancy commute-hour vehicle trips by encouraging mode-shift to other forms of shared transportation. Pilot projects are defined as projects that serve an area where no similar service was available within the past three years, or will result in significantly expanded service to an existing area. Funding is designed to provide the necessary initial capital to a public agency for the start-up of a pilot project so that by the end of the third year of the trip reduction project’s operation, the project will be financially self-sustaining or require minimal public funds, such as grants, to maintain its operation:
- a. Applicants must demonstrate the project will reduce single-occupancy commute-hour vehicle trips and result in a reduction in emissions of criteria pollutants (i.e., ROG, NOx, and PM10);
  - b. The proposed service must be available for use by all members of the public;
  - c. Applicants must provide a written plan documenting steps that would be taken to ensure that the project will be financially self-sustaining or require minimal public funds to maintain its operation by the end of the third year;
  - d. If the local transit provider is not a partner, the applicant must demonstrate they have attempted to get the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
  - e. Applicants must provide data and/or other evidence demonstrating the public’s need for the service, including a demand assessment survey and letters of support from potential users; and
  - f. Pilot trip reduction projects that propose to provide shuttle/feeder bus and ridesharing service projects must comply with all applicable requirements in policies #28 and #30.
30. **Existing Regional Ridesharing Services:** The project will provide carpool, vanpool, and other rideshare services. For TFCA Regional Fund eligibility, ridesharing projects must be comprised of riders from at least five counties within Air District’s jurisdiction, with no one county accounting for more than 80% of all riders, as verified by documentation submitted with the application.
- If a project includes ride-matching services, *only* ride-matches that are not already included in the Metropolitan Transportation Commission’s (MTC) regional ridesharing program are eligible for TFCA Regional Funds. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. Applications for projects that provide a direct or indirect financial transit or rideshare subsidy *exclusively* to employees of the project sponsor are not eligible.
31. **Bicycle Parking:** The project will expand public access to new bicycle parking facilities. The project must be included in an adopted countywide bicycle plan, Congestion Management Plan (CMP), the MTC’s Regional Bicycle Plan, or other similar plan, and serve a major activity center (e.g. transit station, office building, or school). The bicycle parking facility must be publicly accessible and available for use by all members of the public.

TFCA Regional Funds may not be used to pay for costs related to maintenance, repairs, upgrades, rehabilitation, operations, or project administration.

Monies expended by the Project Sponsor to maintain, repair, upgrade, rehabilitate, or operate bicycle parking facilities are not eligible for use as matching funds.



32. **Bikeways:** The project will construct and/or install bikeways that are included in an adopted countywide bicycle plan, CMP, countywide transportation plan (CTP), city general plan or area-specific plan, the MTC's Regional Bicycle Plan, or other similar plan. To be eligible for funding, the purpose of bikeways that are included in an adopted city general plan or area-specific plan must be to reduce motor vehicle emissions or traffic congestion. Projects must have completed all applicable State and federal environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement.

All bikeway projects must, where applicable, be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014.

Projects must reduce vehicle trips made for utilitarian purposes (e.g., work or school commuting) and cannot be used exclusively for recreational use. Projects must also meet at least one of the following conditions:

- a. Be located within one-half mile biking distance from the closer of a public transit station/stop (e.g., local, county-wide or regional transit stops/stations/terminals) or a bike share station;
- b. Be located within one-half mile biking distance from a major activity center that serves at least 2,500 people per day (e.g., employment centers, schools, business districts); or
- c. Be located within one-half mile biking distance from three activity centers (e.g., employment centers, schools, business districts).

Projects are limited to the following types of bikeways:

- a. Class I Bikeway (Bike Path), new or upgrade improvement from Class II or Class III Bikeway;
- b. New Class II Bikeway (Bike Lane);
- c. New Class III Bikeway (Bike Route); or
- d. Class IV Bikeway (Separated Bikeway), new or upgrade improvement from Class II or Class III bikeway.

33. **Infrastructure Improvements for Trip-Reduction:** The project will expand the public's access to alternative transportation modes through the design and construction by local public agencies of physical improvements that support development projects that achieve motor vehicle emission reductions. The projects and physical improvements shall be identified in an approved area-specific plan, redevelopment plan, general plan, or other similar plan.

**REGIONAL FUND EVALUATION CRITERIA:**

Applications may be reviewed on either a first-come, first-served basis or a competitive basis. Projects will be evaluated using the criteria listed below.

1. Eligible projects will be evaluated based on cost-effectiveness and conformity to additional specific requirements discussed in the adopted policies and project-specific solicitation guidance.
2. TFCA Regional Funds will be prioritized for projects that meet one or more of the following criteria:
  - a. Projects in Highly Impacted Communities or Episodic Areas as defined in the Air District CARE Program and other communities identified through the [Assembly Bill \(AB\) 617 \(2017\)](#) process; and
  - b. Projects in PDAs.

MOBILE SOURCE AND  
CLIMATE IMPACT COMMITTEE  
MEETING OF 05/27/2021

**Agenda 4 – Attachment C: Comments Received and Staff Responses to Proposed FYE 2022 TFCA Regional Fund Policies**

Commenter & Agency	Comment	Staff Response
<p>Tiffany Rodriguez  <b>Associated Students-  San Jose State  University,  Transportation  Solutions</b></p>	<p>My feedback for the TFCA regional fund policies is to expand the eligible costs and categories for funds.</p> <p>For funds that focus on trip reductions, especially during COVID, more flexibility is needed. Eligible costs should include subsidies for transit programs, incentives to increase alternation transportation usage, TDM platforms, and tools such as commute management platforms, carpool matching programs, etc.</p> <p>Eligible costs to increase biking should include improvement to infrastructure such as updating bike cages (security - installation of cameras, access- updating key access and software, weatherproofing- installing covers to protect from rain, etc.) - purchasing U-Locks, providing subsidies/ reimbursements for eligible bike costs, incentives to increase usage, etc.)</p>	<p>Air District staff will work with commenter to discuss their project in more detail and to discuss the TFCA Program’s COVID-related flexibility under Policy #30 – Existing Regional Ridesharing Services.</p> <p>All TFCA projects must achieve surplus emission reductions. Based on currently available data on bicycle parking upgrades, it is unclear whether these projects will result in any surplus emission reductions.</p>
<p>Todd Mouw  <b>Roush CleanTech</b></p>	<p><i>The commenter provided background on many aspects of the company he works for and recommends that the Air District revise its Policies to include eligibility of zero and near-zero emission technologies beyond plug-in hybrid-electric, plug-in electric, and fuel cell vehicles. Commenter urges the Air District to expand definition to include ultra-low NOx propane and natural gas technologies.</i></p>	<p>These projects may seek funding from other Air District funding sources, such as the Carl Moyer Program.</p>
<p>Ying Smith  <b>Town of Los Gatos</b></p>	<p>Town of Los Gatos staff supports all the proposed changes. We also suggest the Air District considering removing or reducing the 10% match requirement.</p> <p>Mostly importantly, we suggest the Air District consider a new set-aside category for bike and pedestrian projects, at least allow the CMA’s to have that option for the County programs (40%). The set aside category should not require the maximum cost-effectiveness (C-E) limit. The maximum C-E limit has many inherent problems and is becoming a</p>	<p>TFCA funds is not meant to fund 100% of projects. Match funding allows the Air District to promote sustainability of projects beyond the life of the grant, to encourage project sponsors to have some financial responsibility in the funded projects, and to leverage other funds.</p> <p>All TFCA-funded projects must comply with the authorizing legislation (California Health and Safety Code Sections 44241 and 44242, etc.) including achieving surplus emissions reductions. Additionally, the legislation requires</p>

**Agenda 4 – Attachment C: Comments Received and Staff Responses to Proposed FYE 2022 TFCA Regional Fund Policies**

Commenter & Agency	Comment	Staff Response
	<p>roadblock for local agencies in achieving their active transportation goals. The policy change would allow local agencies maximize funding opportunities to implement active transportation projects and achieve greater benefits.</p> <p>The set aside concept is inspired by the Highway Safety Improvement Program (HSIP) set-aside categories. Caltrans doesn't require Benefit-Cost calculation projects in the set-asides. (<a href="https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program">https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program</a>)</p> <p>We encourage Air District staff to investigate the HSIP program's set-aside categories and introduce the success to the TFCA program.</p>	<p>the Air District to adopt cost-effectiveness criteria to maximize emissions reductions and public health benefits.</p>
<p>Joanna Chan <b>City of Palo Alto</b></p>	<p>Will TFCA fund existing on-demand service?</p>	<p>First- and last-mile on-demand services are an eligible project category under Policy #29 – Pilot Trip Reduction.</p>

MOBILE SOURCE AND CLIMATE IMPACT COMMITTEE  
MEETING OF 05/27/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons David Canepa and Katie Rice, and Members  
of the Mobile Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Plan Bay Area 2050 Update

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

In 2008, the California State Legislature passed Senate Bill (SB) 375 (Chapter 728, Statutes of 2008), which directs the California Air Resources Board (CARB) to develop progressively stringent regional targets for reducing greenhouse gases (GHGs) from the transportation sector every eight years, with an option to revise them every four years.

To ensure that cities and counties are involved in developing effective plans to meet these targets, SB 375 requires Metropolitan Planning Organizations (MPOs), which are overseen by local elected officials, to include a Sustainable Communities Strategy (SCS) in the regional transportation plan that demonstrates how the region will meet the GHG targets. The SCS coordinates the regional housing needs allocation (RHNA) process and the regional transportation planning process and must include land use, housing, and transportation strategies that, if implemented, would allow the region to meet the GHG targets. Once the SCS is adopted by the MPO, CARB must review it and either accept or reject the MPO's determination that the SCS meets the regional GHG targets. SB 375 also creates California Environmental Quality Act (CEQA) streamlining incentives for projects that are consistent with the regional SCS.

The Metropolitan Transportation Commission (MTC) is the MPO for the San Francisco Bay Area, and the Association of Bay Area Governments (ABAG) is responsible for administering the RHNA process in the region. The region's first SCS prepared pursuant to SB 375, Plan Bay Area, was adopted in 2013, and the first revision, Plan Bay Area 2040, was adopted in 2017. Plan Bay Area 2050 (PBA 2050) is MTC/ABAG's current iteration of the regional SCS required by SB 375. CARB's GHG emissions reduction target for PBA 2050 is a 19% reduction in per capita GHGs from passenger vehicles relative to 2005 levels. Development of the plan kicked off in summer of 2019, and is ongoing, with adoption of the plan expected in fall 2021. The plan is made up of two major elements, the Blueprint and the Implementation Plan, and it will undergo environmental review in an Environmental Impact Report (EIR).

The Blueprint was the first step in the development of PBA 2050 and ultimately analyzed how a suite of 35 strategies performed in different economic and regional growth scenarios. This modeling weaved together transportation, housing, economic, and environmental strategies, alongside a set of growth geographies (e.g., transit-rich, or high-resource areas), in order to advance climate and equity goals for the plan. The Final Blueprint Strategies were approved by MTC and the ABAG Executive Board as the preferred alternative for the EIR in January of 2021.

The Implementation Plan focuses on short-term actions that MTC/ABAG, along with regional partners, can take over the next five years to begin to realize the vision of PBA 2050. Development of the Implementation Plan started in fall 2020, with the draft expected in June 2021. The Implementation Plan development process is intended to be collaborative and engage Bay Area residents, local governments, civic organizations, non-profits, and other stakeholders to identify actions to tackle the shared challenges in the region. Through the development process for the Implementation Plan, MTC/ABAG will identify regional partners in implementation and identify mutual commitments, actions, and timelines from agencies and other groups that are willing to partner in the implementation of PBA 2050.

The EIR is the “program-level” report required by the California Environmental Quality Act (CEQA) and informs citizens and decision-makers of potential significant environmental impacts that could result from implementing PBA 2050 and will recommend measures to mitigate any significant adverse impacts. The Draft EIR is expected to be released in June 2021.

The final proposed PBA 2050 and the Final EIR are expected to be presented for approval by MTC and the ABAG Executive Board in Fall 2021.

## DISCUSSION

The 35 Blueprint strategies approved by MTC and the ABAG Executive Board in January 2021 form the backbone of PBA 2050. The Blueprint includes a broad set of strategies that are aimed at making the Bay Area more affordable, connected, diverse, healthy, and vibrant by integrating the four main themes of the plan: transportation, housing, economy, and environment.

Staff has engaged with MTC and ABAG throughout the development of PBA 2050 by attending MTC and ABAG Committee Meetings, participating in Regional Advisory Work Group (RAWG) meetings and Regional Equity Working Group (REWG) meetings, as well as other workshops and direct meetings with MTC and ABAG staff. Through this engagement, Staff has worked to ensure consistency with the Air District’s 2017 Clean Air Plan, AB 617 and equity work, and existing Air District programs and initiatives.

Staff reviewed the Blueprint strategies to identify priority strategies that align with Air District priorities and programs. The identified priority strategies were then grouped into three themes: Transportation and Equity, Building Decarbonization, and Clean Vehicles and Reduced Vehicle Miles Traveled (VMT). Priority strategies are listed by theme in Appendix A along with a brief description of the strategy and potential synergies with Air District programs and 2017 Clean Air Plan Control Measures.

## Transportation and Equity

The strategies listed in the Transportation and Equity theme are intended to increase access to alternative modes of transportation and improve equity in the region. They reduce climate and air quality pollutants, reduce VMT and improve transit accessibility for low-income people and people living in the communities most impacted by air pollution. They focus on community-led transportation enhancements in “Communities of Concern,” active transportation projects, and enhancing the quality and availability of local bus and light-rail service.

These strategies have key intersections with the Air District’s AB 617 work, Commuter Benefits Program, and the Flex the Commute and Diesel Free by ’33 initiatives.

## Building Decarbonization

The strategies listed in the Building Decarbonization theme are aimed at increasing the amount of housing throughout the region. These strategies have the potential to reduce air pollutants, climate pollutants, and VMT if they result in more transit-oriented development and help to advance equity through building more affordable housing throughout the region. Further climate benefits can be achieved with these strategies if the new housing being proposed is developed using best practices for building decarbonization.

Strategies in this theme focus on increasing the number and types of housing in growth geographies with a focus on transit-rich and high-resource areas, while also mitigating displacement of existing residents in those areas. Staff is working with MTC to ensure that as these strategies move into implementation, building decarbonization measures are included in newly constructed housing. Strategies in this theme also focus on improving energy and water efficiency in the existing housing stock as well as energy efficiency and power resiliency in all public and commercial buildings through incentives for retrofits and subsidies for backup energy storage systems, respectively.

These strategies have key intersections with the Air District’s AB 617 and Building Decarbonization work, Commuter Benefits Program, Flex the Commute initiative, and Charge! program.

## Clean Vehicles and Reducing Vehicle Miles Traveled

The strategies listed in the Clean Vehicles and Reducing VMT theme are aimed at decreasing GHG emissions through the adoption of cleaner vehicles and by reducing VMT. Strategies in this theme expand transportation demand management investments, clean vehicle and fueling infrastructure investments, and the employer commute trip reduction program to reduce VMT, GHG emissions, traffic congestion, and transit overcrowding.

These strategies have key intersections with the Air District’s AB 617 work, Commuter Benefits Program, Flex the Commute initiative, and Charge! and Clean Cars for All programs.

Equity is a crosscutting issue that MTC/ABAG have focused on throughout the development of PBA 2050. They have incorporated equity into the Blueprint strategies through engaging with the REWG and through focus groups of historically underrepresented community members, facilitated by community-based organizations, to understand their priorities, vet existing strategies, and identify new strategies. In addition to incorporating equity in the development of the Blueprint strategies, MTC/ABAG is developing an Equity Analysis Report for the draft PBA 2050, expected to be released in late spring of 2021.

The Equity Analysis Report will detail how equity is woven into each strategy and will highlight equity mitigations and commitments to equity-focused policies. The report will also estimate the share of plan funding that is allocated toward investments benefiting underserved communities and compare metrics that show how implementation of PBA 2050 will affect the region in 2050.

Staff will continue to engage with MTC and ABAG on the Implementation Plan, EIR, and Equity Analysis Report to ensure continued consistency with the Air District's 2017 Clean Air Plan, AB 617 and equity work, and existing Air District programs and initiatives. This will be done through reviewing and providing comments on the documents and participating in working group meetings, webinars, and direct meetings with MTC/ABAG staff.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Monte DiPalma  
Reviewed by: Henry Hilken

Attachment 5A: Appendix A, Summary of Select PBA 2050 Blueprint Strategies



**Appendix A  
Summary of Select PBA 2050 Blueprint Strategies**

Staff reviewed the Blueprint strategies to identified priority strategies that align with Air District priorities and programs. The identified priority strategies are grouped into three themes: Transportation and Equity, Building Decarbonization, and Clean Vehicles and Reduced Vehicle Miles Traveled (VMT). Priority strategies are listed by theme below along with a brief description of the strategy and potential synergies with Air District programs and 2017 Clean Air Plan (CAP) Control Measures.

<b>Transportation and Equity</b>		
The strategies listed in the Transportation and Equity theme both increase access to alternative modes of transportation and improve equity in the region. They help to reduce climate and air quality pollutants, reduce VMT, and help to improve transit accessibility for low-income people and people living in the communities most impacted by air pollution.		
<b>T2</b>	Support Community-Led Transportation Enhancements in Communities of Concern	Strategy T2 aims to increase investments in historically underserved and marginalized communities by advancing locally identified transportation and priority projects. T2 has a strong synergy with the Air District's Community Health Protection Program (CHPP) and has overlap with the Air District's Commuter Benefits Program (CBP), Cut the Commute Challenge (CCC), and Diesel Free by '33 Initiative (DFx33). Alignment with 2017 Clean Air Plan (CAP) Control Measures TR3, TR4, TR5, TR7, TR8, TR9, TR14, and TR15.
<b>T8</b>	Build a Complete Streets Network	Strategy T8 aims to enhance streetscapes to encourage a shift away from personal automobile travel to active modes of transportation (biking and walking) through increasing the amount of bike lanes and multi-use paths and making the regional network safer, with a focus on Communities of Concern. T8 has synergies with the Air District's CHPP and CCC. Alignment with CAP Control Measures TR2, TR7, TR8, and TR9.
<b>T10</b>	Enhance Local Transit Frequency, Capacity, and Reliability	Strategy T10 aims to improve the quality and availability of local bus and light-rail service and includes capital improvements to increase speed and reliability as well as service increases, with a focus on better meeting low-income residents' transportation needs. T10 has synergies with the Air District's CHPP and CCC. Alignment with CAP Control Measures TR3 and TR4.

## Building Decarbonization

The strategies in the Building Decarbonization theme are aimed at increasing the amount of housing throughout the region. These strategies have the potential to reduce air pollutants, climate pollutants, and VMT if they result in more transit-oriented development and help to advance equity through building more affordable housing throughout the region. Further climate benefits can be achieved with these strategies if the new housing being proposed is developed using best practices for building decarbonization.

H3	Allow a Greater Mix of Housing Densities and Types in Blueprint Growth Geographies	Strategy H3 aims to increase housing types and tenures within Blueprint Growth Geographies to be built in priority development areas with a focus on transit-rich and high-opportunity areas. The Air District will engage on H3 to ensure that building decarbonization measures are included in implementation. H3 also has synergies with CHPP, CBP, CCC, and Air District's Charge! Program (Charge!). Alignment with CAP Control Measures BL1, BL2, BL4, TR10, and EN2.
H4	Build Adequate Affordable Housing to Ensure Homes for All	Strategy H4 aims to build enough affordable housing to provide housing for people experiencing homelessness and to meet the needs of low-income households in the region, with a focus on transit-rich areas, high-resource areas, and communities facing displacement risk. The Air District will engage on H4 to ensure that building decarbonization measures are included in implementation. H4 also has synergies with CHP, CBPP, CCC, and Charge!. Alignment with CAP Control Measures BL1, BL2, BL4, TR10, and EN2.
H6	Transform Aging Malls and Office Parks into Neighborhoods	Strategy H6 aims to redevelop shopping malls and office parks with limited commercial viability as mixed-income housing developments with public spaces and regional and local services with a focus on transit-rich and high-resource areas. The Air District will engage on H6 to ensure that building decarbonization measures are included in implementation. H6 also has synergies with CBP, CCC, and Charge!. Alignment with CAP Control Measures BL1, BL2, BL4, TR10, and EN2.

### Building Decarbonization Continued

H8	Accelerate Reuse of Public and Community Land for Mixed-Income Housing and Essential Services	Strategy H8 aims to spur the development of mixed-income housing, services, and public space on underutilized public land and land owned by non-profits. The Air District will engage on H8 to ensure that building decarbonization measures are included in implementation. H8 also has synergies with CHPP, CBP, CCC, and Charge!. Alignment with CAP Control Measures BL1, BL2, BL4, TR10, and EN2.
EN2	Provide Means-Based Financial Support to Retrofit Existing Residential Buildings (Energy, Water, Seismic, Fire)	Strategy EN2 aims to improve energy and water efficiency of the existing housing stock through incentives for retrofits in addition to seismic and fire retrofits. EN2 has synergies with CHPP and Charge!. Alignment with CAP Control Measures BL1 and BL2.
EN3	Fund Energy Upgrades to Enable Carbon-Neutrality in All Existing Commercial and Public Buildings	Strategy EN3 aims to improve energy efficiency and power resiliency in all public and commercial buildings through subsidies and includes funding for backup energy storage system, including micro grids and solar-plus-storage. EN3 has synergies with CHPP. Alignment with CAP Control Measures BL1 and BL2.

### Clean Vehicles and Reducing Vehicle Miles Travelled

The strategies in the Clean Vehicles and Reducing Vehicle Miles Travelled (VMT) theme are aimed at decreasing GHG emissions through the adoption of cleaner vehicles and by reducing VMT.

EN7	Expand Commute Trip Reduction Programs at Major Employers	Strategy EN7 aims to reduce GHG emissions, traffic congestion, and transit overcrowding by expanding employer commute trip reduction programs for major employers to shift auto commuters to any combination of telecommuting, transit, walking, and/or bicycling. EN7 has synergies with CBP, CCC, and CHPP. Alignment with CAP Control Measures TR1 and TR2.
EN8	Expand Clean Vehicle Initiatives	Strategy EN8 aims to reduce GHG emissions from automobile travel through expanding funding for zero-emission vehicles and charging/fueling infrastructure. EN8 has synergies with CHPP, Charge!, and the Clean Cars for All Program (CC4A). Alignment with CAP Control Measure TR8.

**Clean Vehicles and Reducing Vehicle Miles Travelled Continued**

EN9	Expand Transportation Demand Management Initiatives	Strategy EN9 aims to reduce GHG emissions from automobile travel by reducing demand for single-occupancy passenger vehicle travel through expanded investments in transportation demand management programs. EN9 has synergies with CHPP, CBP, and CCC. Alignment with CAP Control Measures TR2, TR8, TR11, and TR14.
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**Strategies to be Tracked**

Strategies in this section have been identified as needing to be tracked to ensure resolution of the identified issue(s).

EC6	Retain and Invest in Key Industrial Lands	Staff will track this strategy to ensure that it doesn't concentrate polluting industries in communities that are already burdened with air pollution. Alignment with CHPP and CAP Control Measure TR10.
EN8	Expand Clean Vehicle Initiatives	Staff will track this strategy since the expansion of battery-electric use will increase the need for solutions to address waste batteries in the future and such solutions need to begin being determined now. Alignment with CAP Control Measure TR8.

MOBILE SOURCE  
CLIMATE IMPACT  
MEETING OF 05/21/2024

**REPORT OF THE TECHNOLOGY IMPLEMENTATION OFFICE  
STEERING COMMITTEE**

(Chair: Cindy Chavez)

The Technology Implementation Office Steering Committee met on Friday, May 28, 2021, and approved the minutes of May 15, 2020. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee reviewed and discussed the staff presentation *Bay Area Electric Vehicle Acceleration Plan*.

The Committee then reviewed and discussed the staff presentation *Climate Tech Finance Impact Report*.

Finally, the Committee reviewed and discussed the staff presentation *Climate Tech Finance Strategic Plan*.

The next meeting of the Technology Implementation Office Steering Committee will be held at the call of the Chair. This concludes the Chair Report of the Technology Implementation Office Steering Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Technology Implementation Office Steering Committee Meeting of May  
28, 2021

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**RECOMMENDED ACTIONS**

The Technology Implementation Office Steering Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Bay Area Electric Vehicle (EV) Acceleration Plan Update;
  - 1) None; receive and file.
- B) Climate Tech Finance Impact Report; and
  - 1) None; receive and file.
- C) Climate Tech Finance Strategic Plan.
  - 1) None; receive and file.

**BACKGROUND**

The Committee met on Friday, May 28, 2021, and received the following reports:

- A) Bay Area Electric Vehicle (EV) Acceleration Plan Update;
- B) Climate Tech Finance Impact Report; and
- C) Climate Tech Finance Strategic Plan.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None; and
- C) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

Attachment 23.2A: 05/28/2021 – Technology Implementation Office Steering Committee Meeting  
Agenda #3

Attachment 23.2B: 05/28/2021 – Technology Implementation Office Steering Committee Meeting  
Agenda #4

Attachment 23.2C: 05/28/2021 – Technology Implementation Office Steering Committee Meeting  
Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Technology Implementation Office Steering Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Bay Area Electric Vehicle (EV) Acceleration Plan Update

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Bay Area's nine counties are home to approximately 7.6 million people and 5.3 million light duty vehicles, with an additional 600,000 vehicles passing daily through the region from adjacent areas. Tailpipe emissions from these light duty vehicles account for approximately 28% of greenhouse gas (GHG) emissions and a significant portion of other pollutants (31% of carbon monoxide and 12% of nitrogen oxide) in the Bay Area. These air pollutants increase adverse health problems, so the transition to clean vehicles will play a key role in reducing health and climate impacts.

California has set a goal of five million EVs sold by 2030, with the sale of new conventional light-duty vehicles phased out by 2035. The Air District has also set as a target that 90 percent of vehicles in the Bay Area should be zero emissions by 2050. The Bay Area and California share the goal of cutting greenhouse gas emissions to 80 percent below 1990 levels by 2050.

For the past 10 years, the Bay Area Air Quality Management District (Air District) has developed and implemented programs to monitor the EV market and increase the adoption of EVs in the Bay Area. Air District efforts have included the development and implementation of region-wide EV plans, outreach and awareness activities, and direct financial incentives for vehicles and charging infrastructure.

In partnership with the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC), the Air District released the Bay Area Plug-In Electric Vehicle Readiness Plan in 2013. This plan was developed to provide guidance and best practices to help stakeholders, utilities, and other government agencies accelerate the adoption of electric vehicles in the Bay Area.



In 2018, Air District staff began developing the Bay Area EV Acceleration Plan (Plan). This plan aims to update and supplement the 2013 Readiness Plan and includes an update on the EV ecosystem, results of our EV market research study, recommendations to address the barriers to EV adoption, and strategies to increase racial and social equity in the EV market.

As of August 2020, there were a total of 200,645 electric vehicles registered and operating on Bay Area roads, representing 3.6% of the region's light duty fleet according to data from the California Department of Motor Vehicles. Of those EV registrations in the Bay Area, 62% were BEV's, 37% were PHEVs, and 1% were FCEVs.

As of June 2020, there were 9,500+ publicly available charging ports in the Bay Area, including Level 1, Level 2, and DC Fast. To remain on track to meet our goals, the Bay Area is estimated to need 40,000 public charging ports.

## DISCUSSION

The Plan is the result of collaboration among Bay Area EV stakeholders, local and regional government agencies, and community outreach and participation. The Plan intends to help the Bay Area achieve the EV goals described in the Air District's 2017 Clean Air Plan and MTC Plan Bay Area 2050.

The development of the Plan began in late 2018. Staff conducted a thorough review of the 2013 EV Readiness Plan to determine where the Bay Area currently stood on the projected EV forecasts and estimated infrastructure needed to support large-scale adoption on EVs.

Staff then began a baseline assessment of internal and external EV data and literature, focusing on the local, regional, state, and national level. Data sources reviewed included:

- California Department of Motor Vehicle registration data;
- California Energy Commission, Zero-Emission Vehicle, and Infrastructure Statistics; and
- U.S. Department of Energy, Alternative Fuels Data Center, Station Locator.

Staff analyzed this data and developed graphics and summaries to inform the Plan. Additionally, staff compiled a comprehensive list of other publicly available data summaries, rebates, incentives, outreach programs, and Disadvantaged Community (DAC) specific programs.

From August 2019 to September 2019, the Air District held four stakeholder outreach meetings throughout the Bay Area (North Bay, San Francisco, East Bay, South Bay) and one webinar. More than 40 EV industry partners including representatives from government organizations, Community Choice Aggregators, Electric Vehicle Supply Equipment (EVSE) technology and software companies, automotive manufactures, universities, school districts, ride-hailing companies, and elected officials. The goal was to collect input from these stakeholders on the type of information, data, tools, and resources that would be useful to their work and accelerate EV adoption in the Bay Area.

The Air District partnered with the Center for Sustainable Energy (CSE) from August 2019 - May 2020 to study vehicle market stakeholders in the Bay Area to understand their barriers to EV adoption. The following target audiences were identified for this analysis:

- Bay Area residents;
- Ride-hail drivers;
- Multi-unit dwelling property owners and managers;
- Fleet vehicle manager; and
- Car dealerships.

Using a mixed-method approach, CSE analyzed these consumers and businesses perspectives on EV adoption and infrastructure across the Bay Area. Their research began with a summary of existing literature on EV adoption, charging behaviors and EV infrastructure for each target group identified above. A combination of surveys, focus groups and semi-structured interviews was used to collect data from the five target groups. CSE's approach provided insights into sentiments across the diverse geographic and socioeconomic landscape of the Bay Area, ultimately informing targeted outreach and incentive strategies that will be actionable in the Air District's Plan.

The results of the stakeholder meeting and EV market research and survey identified the barriers to EV adoption, solutions to those barriers, and prioritize and suggest responsible parties for implementing those solutions.

Using feedback from our partners, research, data, and resources, staff developed the following goals to accelerate EV adoption in the Bay Area:

- Increase Air District support for low-income and frontline communities;
- Establish an interim goal of 1.5 million EVs in the Bay Area by 2030;
- Enact EV ready reach codes by 2030 in 100% of Bay Area Cities and Counties;
- Enact EV Charging Station Permitting Streamlining procedures and policies by 2022 in 100% of Bay Area Cities and Counties; and
- Seek more ambitious CalGreen EV ready parking space standards in the 2022 Title 24 Code Update (for both existing and new buildings).

The draft EV Acceleration Plan is now available for public review. A webinar presentation was held on April 15, 2021, where 45 participants attended. The public comment period closed on April 28, 2021 and comments received were reviewed for inclusion in the final document.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Karissa White  
Reviewed by: Tin Le, Derrick Tang, and Anthony Fournier

Attachment 3A: Draft Bay Area EV Acceleration Plan

TECHNOLOGY IMPLEMENTATION  
OFFICE STEERING COMMITTEE  
MEETING OF 05/28/2021

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**MARCH 2021**

Bay Area Air Quality  
Management District



# **BAY AREA ELECTRIC VEHICLE ACCELERATION PLAN**

A plan to accelerate transportation  
electrification in the Bay Area.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

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## Executive Summary

With the first introduction of commercially available light-duty electric vehicles<sup>1</sup> (EV) in 2010, the Bay Area Air Quality Management District (Air District) began programs to monitor the EV market and increase EV adoption in the Bay Area. To identify and prioritize EV market maturation efforts, the Air District and the Metropolitan Transportation Commission (MTC) developed and released the Bay Area Plug-in Electric Vehicle Readiness Plan in 2013<sup>2</sup>. The Air District's efforts have also included development and implementation of region-wide outreach and awareness activities, supporting legislative action to accelerate EV adoption, and direct financial incentives. The Bay Area EV Acceleration Plan (Plan) aims to update and supplement the 2013 Readiness Plan, including an update on the EV ecosystem, results of our EV market research, and recommendations to address the barriers to EV adoption.

One of the greatest changes since we released the 2013 Readiness Plan is the maturation of the EV market past the “innovators” and “early adopters” technology cycle. Additionally, as EVs near cost parity with conventional cars and fighting climate change becomes a greater priority in our society, governments must adjust programs and priorities. To this end, the Air District released a Clean Air Plan in 2017<sup>3</sup>, which included a goal to increase the EV share in the Bay Area to 90% by 2050. This EV Acceleration Plan is meant to help the Bay Area achieve that goal in an equitable manner.

The recommendations highlighted in this Plan speak to the importance of addressing historic disenfranchisement in frontline communities<sup>4</sup> as we pursue our aggressive EV adoption and market acceleration goals. Our analysis and suggestions related to increasing equity are

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<sup>1</sup> EVs are defined here as Battery Electric Vehicles (BEV), Hydrogen Fuel Cell Electric Vehicles (FCEV), and Plug-in Hybrid Electric Vehicles.

<sup>2</sup> <https://www.baaqmd.gov/plans-and-climate/bay-area-pev-program/bay-area-pev-ready>

<sup>3</sup> <https://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans>

<sup>4</sup> Frontline communities are those that experience “first and worst” the consequences of climate change. These are communities of color and low-income, whose neighborhoods often lack basic infrastructure to support them and who will be increasingly vulnerable as our climate deteriorates. These are Native communities, whose resources have been exploited, and laborers whose daily work or living environments are polluted or toxic (Ecotrust.org).

included on Page 25 in the Advancing Equity in the EV Market section in this Plan. The following five recommendations form the backbone of our strategy for increasing EV adoption and equity:

- 1. Work more closely with frontline communities to better understand their unique needs and barriers to EV adoption.**
- 2. Empower influential members of frontline communities and support them with the latest information to share with their communities.**
- 3. Focus marketing and outreach efforts on the benefits of EV ownership that address major concerns identified through surveys and highlight people of color.**
- 4. Streamline, simplify, and incentivize EV charging infrastructure and EV ready parking spaces, prioritizing installations at or near multi-family buildings.**
- 5. Identify additional funding sources from the Federal, State, and local level to support the necessary incentives for a just transition.**

The Air District and our partners collected data and resources, which have informed our development of the following goals to ensure equitable EV acceleration in the Bay Area:

- Increase Air District support for low-income and frontline communities**
- Establish an interim goal of 1.5 million EVs in the Bay Area by 2030**
- 100% of Bay Area Cities and Counties enact EV ready reach codes by 2030**
- 100% of Bay Area Cities and Counties enact EV Charging Station Permitting Streamlining procedures and policies by 2022**
- Seek more ambitious CalGreen<sup>5</sup> EV ready parking space standards in the 2022 Title 24 Code Update (for both existing and new buildings)**

Transportation and air quality policy have historically exacerbated the inequities faced by communities of color.<sup>6</sup> Low-income communities and communities of color continue to be disproportionately impacted by air pollution and climate change<sup>7</sup> and have been left out of the EV market given the economic barriers to entry.<sup>8</sup> For this reason, the vast majority of the Air District's work, funding, and policy attention related to transportation electrification must prioritize and empower our frontline communities across the Bay Area.

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<sup>5</sup> California Green Building Standards Code or "CALGreen" (California Code of Regulations, Title 24, Part 11), is the first mandatory green building standards code in the nation and often serves as a model for other state and local governments across the country. CALGreen currently requires 6% of parking spaces in new nonresidential buildings to be Electric Vehicle capable or "EV capable".

<sup>6</sup> Reichmuth, David. 2019. Inequitable Exposure to Air Pollution from Vehicles in California. Cambridge, MA: Union of Concerned Scientists. <https://www.ucsusa.org/resources/inequitable-exposure-air-pollution-vehicles-california-2019>

<sup>7</sup> Finkelstein et al. Relation between income, air pollution and mortality: A cohort study. CMAJ. 2003; 169: 397-402.

<sup>8</sup> Sierra Club and Plug In America, 2018, AchiEVE: Model State & Local Policies to Accelerate Electric Vehicle Adoption, <https://www.sierraclub.org/sites/www.sierraclub.org/files/blog/EV%20Policy%20Toolkit.pdf>

This Plan will support and be supported by the transportation electrification goals set out in the Metropolitan Transportation Commission's (MTC) forthcoming Plan Bay Area 2050 and the Air District intends to continue to seek out opportunities for regional collaboration to advance our shared goals.

In line with the Air District's overarching goal of imbuing all of our work with the core tenants of environmental justice, this Plan incorporates principles of equity and inclusion throughout each section, providing special attention to the unique barriers and opportunities for growth in frontline communities. In addition, we have developed a recommendations section specific to tackling the need for greater equity and inclusion in the EV market.

## Background

The Air District, created in 1955 by the California state legislature, is responsible for regulating stationary sources of air pollution in the nine-county Bay Area region. As a key component of its multi-portfolio approach to improving air quality, the Air District develops and administers incentive programs to accelerate voluntary emission reductions from the transportation sector. During the past twenty years, the Air District has awarded over \$1.3 billion in incentives with an increasing amount going towards zero-emissions technologies.

The Bay Area's nine counties are home to approximately 7.6 million people<sup>9</sup> and 5.3 million light duty vehicles<sup>10</sup>, with an additional 600,000 vehicles passing daily through the region from adjacent areas.<sup>11</sup> Three-quarters of Bay Area residents drive to work (64% drive alone and 10% carpool) and 12% take transit to work.<sup>12</sup> Tailpipe emissions from these light duty vehicles account for approximately 28% of greenhouse gas (GHG) emissions (CO<sub>2</sub>e) and a significant portion of other pollutants (31% of carbon monoxide and 12% of nitrogen oxide) in the Bay Area. These types of air pollutants increase respiratory ailments like asthma and bronchitis, heightens the risk of life-threatening conditions like cancer, and burdens our health care system with substantial medical costs.<sup>13</sup>

In addition to alternative transit modes that include walking, biking, mass transit, and shared transportation, wide-scale adoption of EVs and electrification of all types of transportation are essential to achieving local, State, and Federal emission reduction targets for greenhouse gases and criteria pollutants. California has set a goal of 5 million EVs sold by 2030 and to phase out sales on conventional vehicles by 2035, and the Air District has set a target of 90% of vehicles in the Bay Area being zero emissions by 2050. The Bay Area and California also share the goal to

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<sup>9</sup> United States Census Bureau, American Community Survey, Demographic and Housing Estimates, 2017

<sup>10</sup> California Department of Transportation: Estimated Vehicles Registered by County, 2017

<sup>11</sup> California Department of Transportation: Annual Traffic Volume Reports (1992-2015)

<sup>12</sup> United States Census Bureau, American Community Survey, 2016

<sup>13</sup> Union of Concerned Scientists, Vehicles, Air Pollution, and Human Health, <https://www.ucsusa.org/resources/vehicles-air-pollution-human-health>



cut greenhouse gas emissions to 80% below 1990 levels by 2050. Rapid growth in the EV market, especially for BEVs, will be a significant part of achieving these goals.

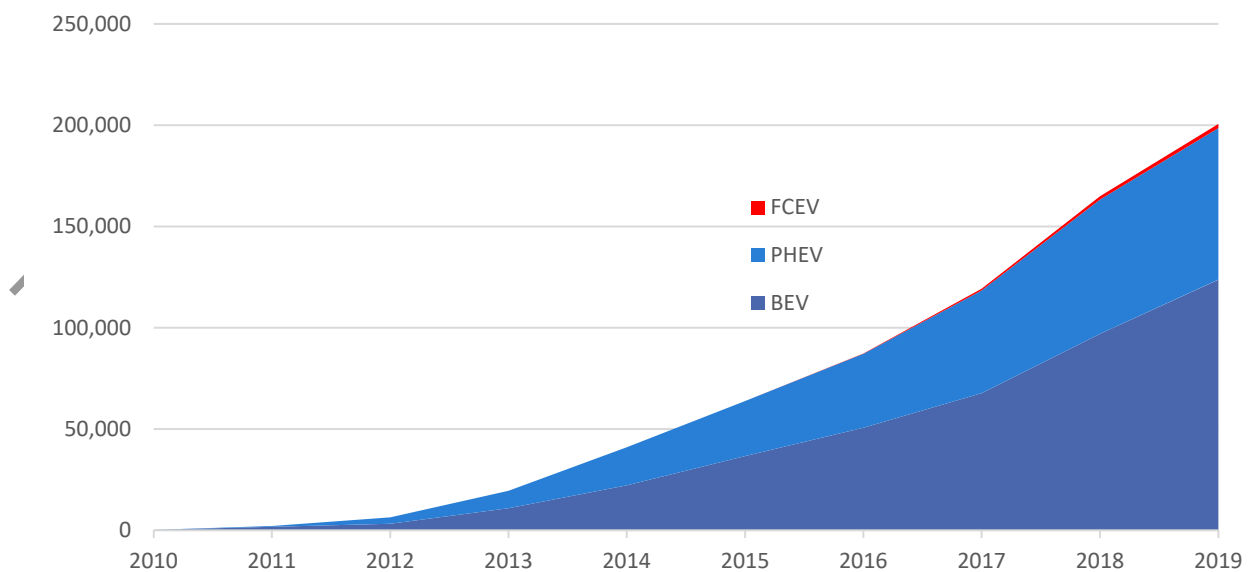
One of the current unknowns is the impact the COVID-19 Pandemic, resulting Shelter in Place orders, and shifts towards remote work will have on transportation in the Bay Area and beyond. Our hope is that remote work and flexible commute options become a mainstay in the workforce, curtailing an increase in single occupancy vehicle sales and trips, as well as reducing traffic congestion, maintaining air quality improvements, and reducing climate impacts. This report is meant to serve as a long-range planning and strategy document, and therefore assumes a worst-case scenario where travel behaviors return following the proliferation of viable vaccines.

## Current Bay Area EV Ecosystem

### EV Adoption and Sales

California Department of Motor Vehicles (DMV) registration data shows that the Bay Area had 200,645 electric vehicles as of August 2020, representing 3.6% of the region's light duty fleet (Figure 1). As of August 2020, BEVs accounted for 62% of all EVs registered in the Bay Area, PHEVs made up 37%, and FCEVs made up 1%. Compare that to the number of new car sales in Q1-Q3 of 2020 with 77% BEVs, 22% PHEVs, and 1% FCEVs, it is clear the BEVs are growing in prominence, with the Tesla Model 3 making up the vast majority of new sales. As the EV market matures, used EV sales will be an important metric to track; however, such information was not available at the time this publication was finalized.

Figure 1: BEVs, PHEVs, and FCEVs Registered in the Bay Area



Compared to the entire California EV market, the Bay Area is home to a larger share of BEVs and smaller share of PHEVs. Of the entire EV fleet in the Bay Area, Tesla accounts for almost 40% of all registered EVs, followed by Chevrolet with 17%, and Toyota with 10%.<sup>14</sup> Figure 2: Number of EV Figure 2 shows two heatmaps of the State and Bay Area in terms of EV adoption, clearly showing that while Santa Clara clearly leads regionally for the most EV's per county, Los Angeles County leads the State in terms of EV adoption.

Figure 2: Number of EVs in California and Bay Area Counties<sup>15</sup>

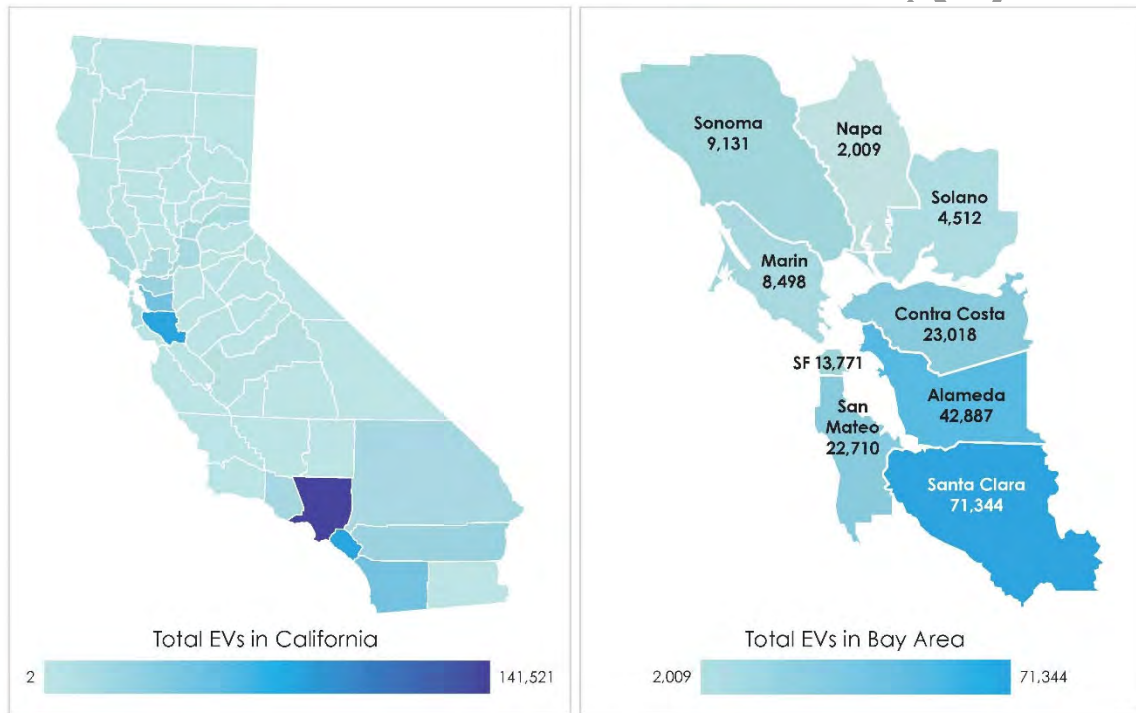
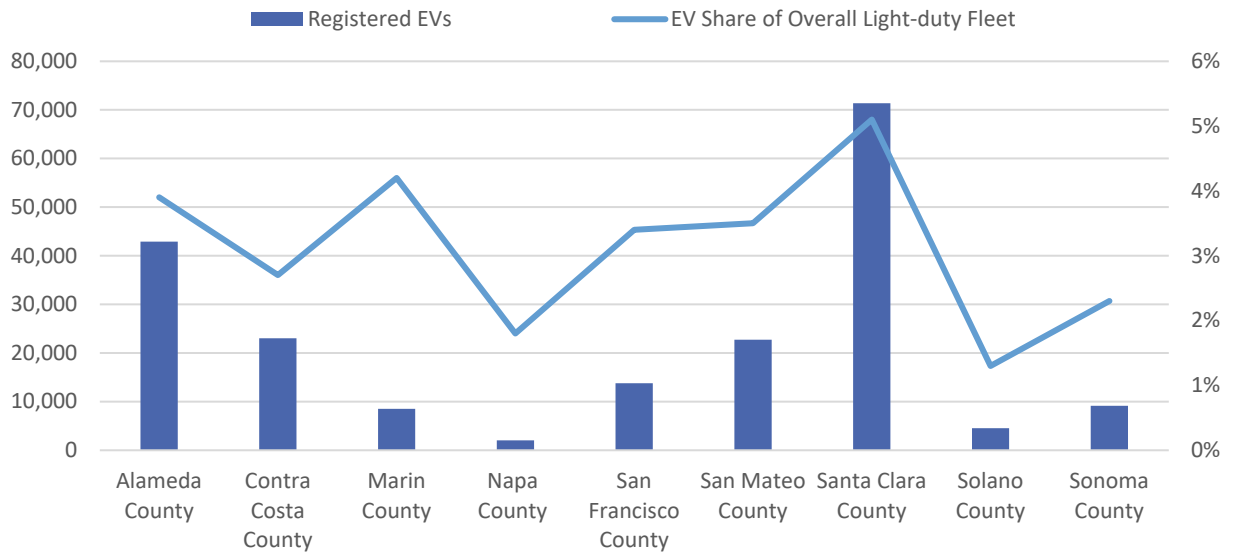


Figure 3 shows the number of EVs registered by Bay Area County and the relative share of EVs in that County's overall light-duty vehicle fleet (i.e. internal combustion and electric vehicles). Santa Clara County continues to lead the region in both raw number of EVs as well as EV share of their overall light-duty vehicle fleet.

<sup>14</sup> California Energy Commission, *Zero Emission Vehicle and Infrastructure Statistics*, data last updated August 28, 2020, [www.energy.ca.gov/zevstats](http://www.energy.ca.gov/zevstats)

<sup>15</sup> *Ibid.*

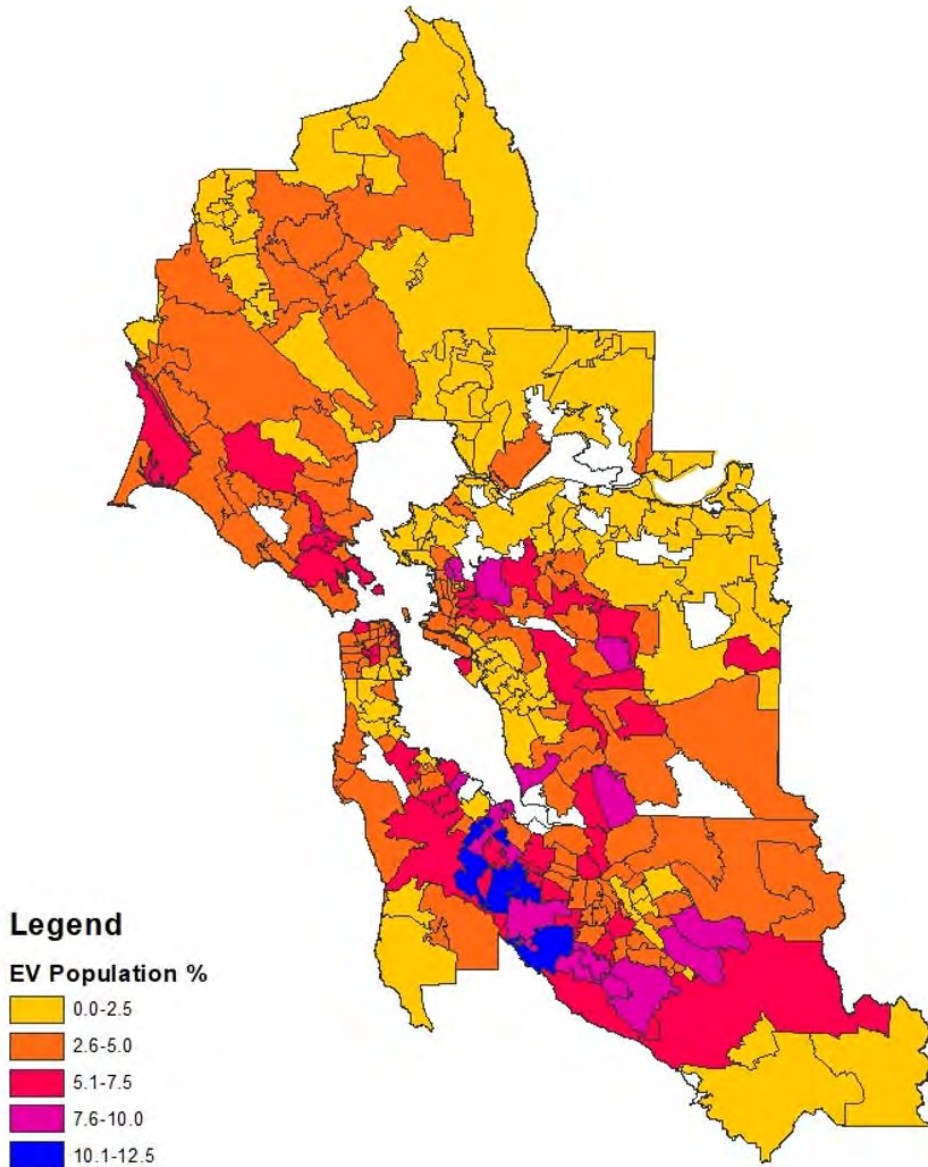
Figure 3. County DMV EV Registrations and Corresponding Share of EVs in the Overall Vehicle Fleet



A more granular display of EV registrations across the Bay Area is shown in Figure 4, which is a heat map of EV registrations by zip code. It is clear that parts of Dublin, Fremont, Cupertino, and San Jose are hotspots of EV ownership.

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 OFFICE STEERING COMMITTEE  
 MEETING OF 05/28/2024

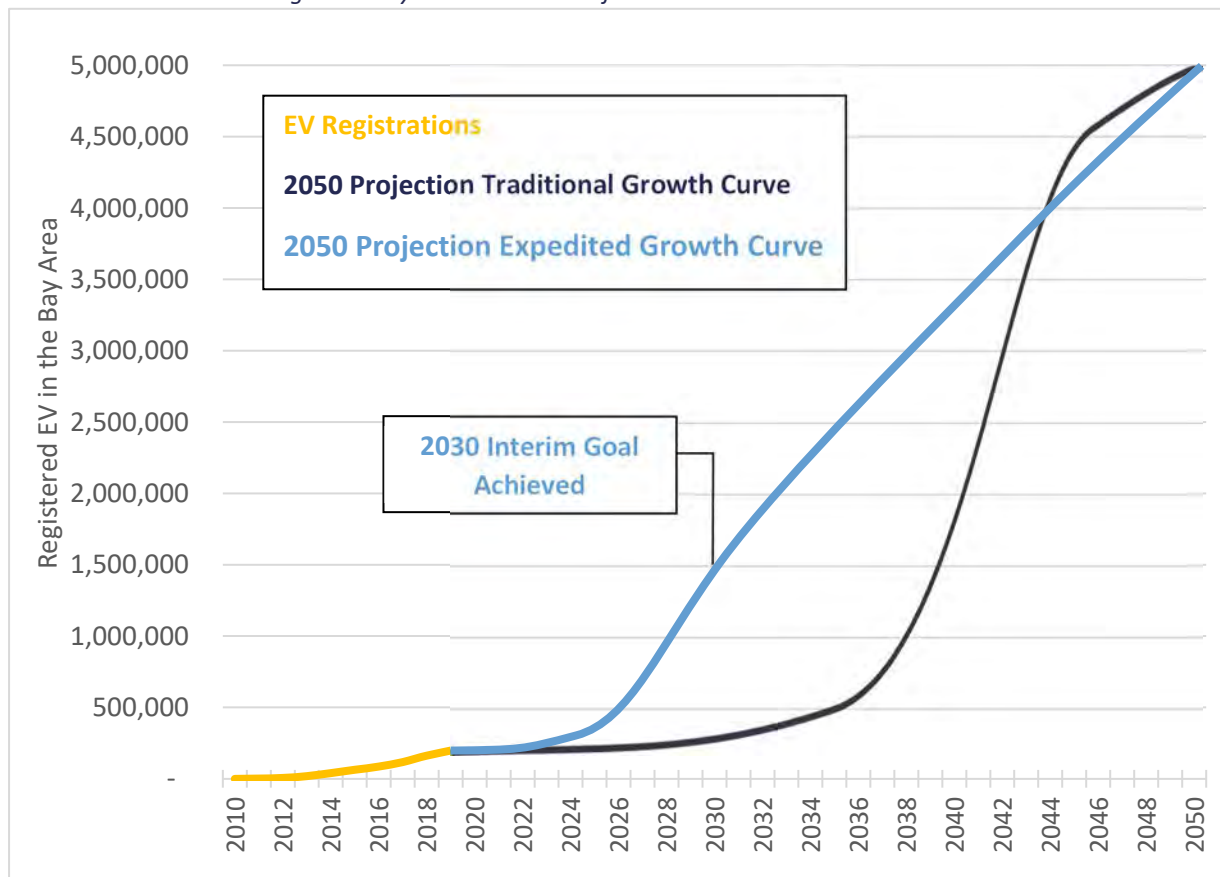
Figure 4. Bay Area EV Registrations by Zip Code



While the Bay Area has seen astonishing growth in EV registrations over the past ten years, Figure 5 provides two potential pathways to reaching the Air District’s 2050 goal of EVs accounting for 90% of the fleet (or roughly 5 million EVs). The graph shows historic share of EVs in the Bay Area based on DMV data through 2019, then charts two different trajectories (i.e. traditional and expedited) to reaching our 2050 goal. The projections assume EVs achieve cost parity with internal combustion engine (ICE) vehicles in 2024, resulting in varying degrees of impact based on the projection trajectory (traditional assuming economic stagnation and only a slight uptick in new EV sales as charging continues to be a large barrier to adoption, and expedited assumes consumer demand increases as price outweighs range anxiety). The graph also considers the enactment of a ban on new ICE vehicle sales in 2035 as outlined in Executive

Order N-79-20<sup>16</sup>. While these projections use basic estimates for the actual EV share increases, they show two different paths the Bay Area EV market might take to 2050.

Figure 5. Bay Area EVs and Projected Increase to Meet 2050 Goal



### Charging Infrastructure

The availability and accessibility of EV supply equipment (EVSE) is a critical factor influencing the number of people who switch to EVs.<sup>17</sup> Publicly accessible EV chargers are needed to support the growing number of EV drivers, especially for long-distance trips and for drivers that do not have access to private home chargers.

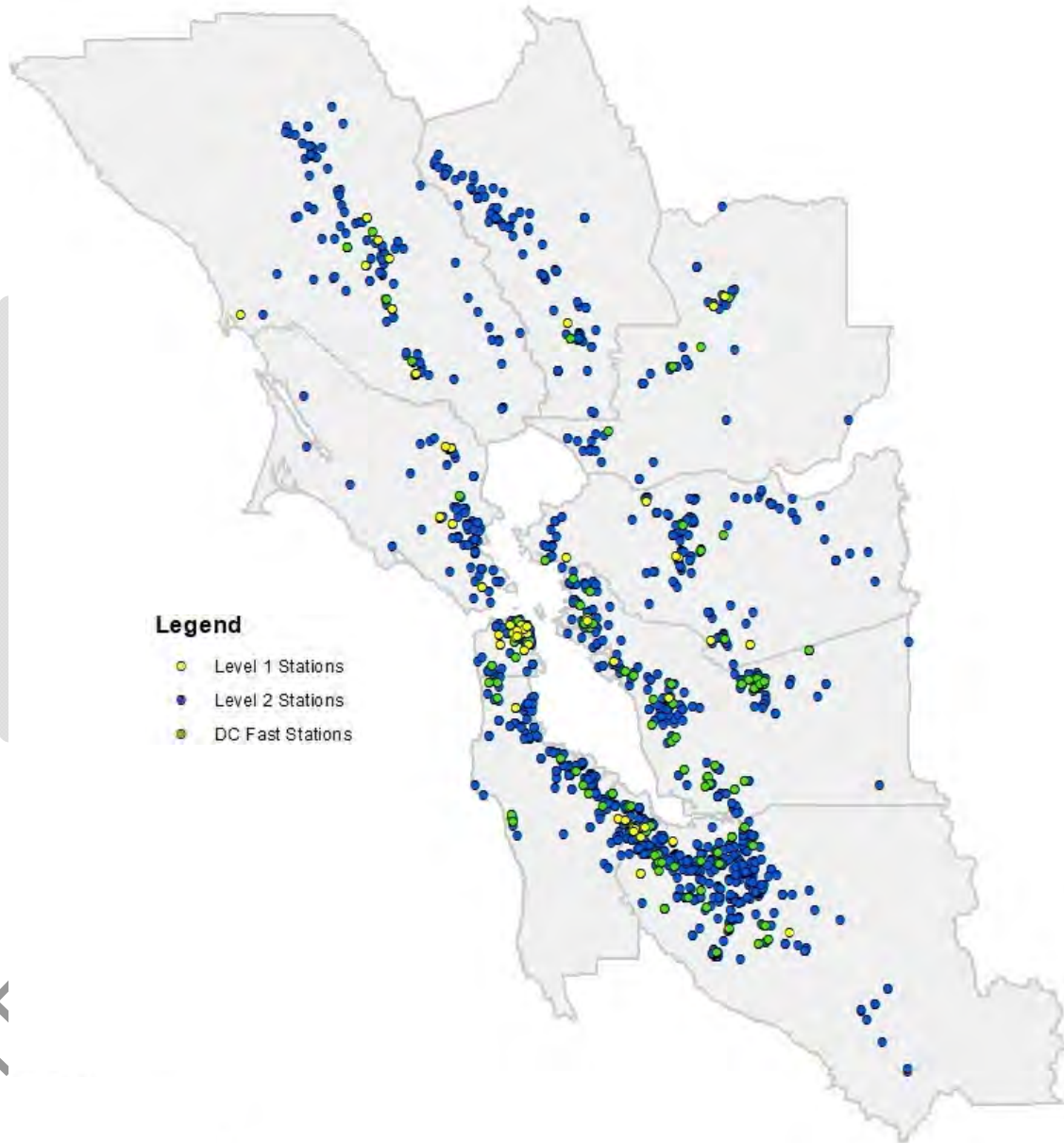
As of June 2020, the Bay Area was home to around 9,500 publicly available charging ports, including both Level 2 and DC Fast (Figure 6). The National Renewable Energy Laboratory (NREL) EV Infrastructure Projection Tool estimates that by the start of 2019, we needed 20,000

<sup>16</sup> CA Executive Order N-79-20, <https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf>

<sup>17</sup> Hauke Engel, Russell Hensley, Stefan Knupfer, and Shivika Sahdev, McKinsey & Company, 2018, Charging Ahead: Electric Vehicle Infrastructure Demand, <https://www.mckinsey.com/~media/McKinsey/Industries/Automotive%20and%20Assembly/Our%20Insights/Charging%20ahead%20Electric-vehicle%20infrastructure%20demand/Charging-ahead-electric-vehicle-infrastructure-demand-final.pdf>

publicly available charging ports (Public L2 and Public DC Fast) here in the Bay Area to support EV Drivers, following the 1.5 million California wide ZEV's by 2025 target set by Governor Brown.

Figure 6. Bay Area EVSE Station Locations<sup>18</sup>



Additional charging stations will be needed to accommodate future growth in the EV market, especially to achieve the ambitious Bay Area goals and to accommodate a wider range of Bay Area residents. There have also been anecdotal reports that current charging stations are often full, which indicates that additional charging station capacity is needed even for the current

<sup>18</sup> Department of Energy, Alternative Fuels Data Center, Station Locator, [www.afdc.energy.gov/stations](http://www.afdc.energy.gov/stations)

number of EV drivers. NREL and California Energy Commission (CEC) developed a computer simulation tool, Electric Vehicle Infrastructure Projection (EVI-Pro), which uses the results of a state-wide transportation habits survey to quantify the charging infrastructure needed to ensure that future EV drivers can meet their transportation needs. This analysis accounts for shifts in vehicle and charger technologies, user demographics, market adoption conditions, the shared-use of chargers, and travel and charging preferences.<sup>19</sup> Over 20,000 public charging ports are estimated to be needed in 2019 (9,100 workplace L2, 8,400 public L2, and 3,300 DC Fast). However, according to the Alternative Fuels Data Center (AFDC), the Bay Area is home to just 9,500 EV charging ports, less than half of what is required according to EVI-Pro. To stay on track with our goals, by 2025, the Bay Area is estimated to need about 40,000 public charging ports (17,000 workplace L2, 17,000 public L2, and 6,000 DC Fast).

Widespread charging infrastructure will be key to overcoming current and future barriers to electric vehicle adoption. An individual or household's need for public charging infrastructure is related to home type, with drivers in single-family homes being much more likely to have home charging than those in apartments or multi-unit dwellings. Electric vehicle owners so far tend to live in single-family homes.<sup>20</sup> To extend the EV market beyond those living in single-family homes, we will have to expand charging available at multi-unit dwellings and public charging infrastructure. In the Bay Area, over one-third (36%) of housing units are in multi-unit dwellings.<sup>21</sup> Installing charging infrastructure has been more challenging for multi-family housing, requiring away-from-home charging options for a significant portion of the Bay Area population. The need for drivers to take longer-distance trips and with a wide range of transportation patterns also requires public charging.

While tools such as the AFDC EV charging map and EVIP-Pro are useful for assessing generalized information about charging, identification of specific geographic and technological gaps will require tools with greater accuracy and granularity. Currently, all data on AFDC's website are self-reported by station hosts, and therefore miss a large segment of the charging market (i.e. residential and workplace charging). Our projections for EVSE needs are only as good as the data we have on existing EVSE.

To support our desired EV adoption goals as quickly as possible, the Bay Area should be the most straightforward place in the country to install EVSE. There are three major EVSE policy accelerators that if achieved will help us achieve this goal:

- 1) Adoption of ambitious and equitable CALGreen building code updates,
- 2) The passage of local EVSE reach codes, and

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<sup>19</sup> *California Plug-In Electric Vehicle Infrastructure Projections: 2017-2025*, California Energy Commission, March 2018.

<sup>20</sup> *Quantifying the electric vehicle charging infrastructure gap across U.S. markets*, the International Council on Clean Transportation, January 2019.

<sup>21</sup> *American Fact Finder*, United States Census Bureau, January 2019.

### 3) Local EVSE permit process streamlining.

#### CALGreen Codes

CALGreen, the state green building code (California Code of Regulations, Title 24, Part 11), sets requirements for installing EV Capable infrastructure in new residential and nonresidential buildings. The current CALGreen code requires that new construction of multi-unit dwellings (MUD) include EV Capable infrastructure in at least 10% of parking spaces, rounded up, meaning that they have raceway and panel capacity installed. Additionally, CALGreen requires that about 6% of parking spaces in new nonresidential buildings must be EV capable. CALGreen only applies to new constructions, meaning that existing buildings post a significant gap in this policy approach.

#### Local Reach Codes

In addition to the mandatory codes, CALGreen has two tiers of reach codes that enable cities to adopt requirements more ambitious EV Capable codes of 15% and 20% of parking spaces. There are also two tiers of voluntary CALGreen reach codes for commercial buildings that increase the EV Capable levels to about 8% and 10% respectively.<sup>22</sup> These readiness requirements do not require placing a charger in the space immediately but avoid most of the costs that would have been required to retrofit electrical infrastructure, ease the process of installing a charger later, and ease nonfinancial barriers such as gaining landlord or HOA approval.<sup>23</sup>

In addition to the CALGreen reach codes, local jurisdictions that wish to increase their ambition can adopt codes that address existing buildings, similar to codes adopted by the City of Menlo Park<sup>24</sup>, the City and County of San Francisco<sup>25</sup>, and the City of Burlingame<sup>26</sup>. Local governments are critical to enacting these types of market accelerators. As part of local reach code enactment, local agencies should ensure that permitting and inspection staff are trained to implement these codes and are bought into the idea of an electrified future for their jurisdiction.

#### Permit Streamlining

California's EVSE permit streamlining law (AB 1236 Statutes of 2015, Chapter 598) was enacted to address mutual frustration: electric vehicle charging station providers wanted to speed the permitting process; and cities and counties often needed better information from applicants and/or a directive to create streamlined processes.<sup>27</sup> To help address these frustrations, AB

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<sup>22</sup> The Governor's Office of Business and Economic Development (GO-Biz), Electric Vehicle Charging Station Permitting Guidebook, July 2019. <https://static.business.ca.gov/wp-content/uploads/2019/12/GoBIZ-EVCharging-Guidebook.pdf>

<sup>23</sup> *Ibid.*

<sup>24</sup> <https://www.menlopark.org/DocumentCenter/View/18835/H5---CD---EV-chargers---18-193>

<sup>25</sup> <https://sfenvironment.org/green-building-ordinance-sf-building-code>

<sup>26</sup> [https://www.burlingame.org/departments/sustainability/green\\_building.php](https://www.burlingame.org/departments/sustainability/green_building.php)

<sup>27</sup> The Governor's Office of Business and Economic Development (GO-Biz), Electric Vehicle Charging Station Permitting Guidebook, July 2019. <https://static.business.ca.gov/wp-content/uploads/2019/12/GoBIZ-EVCharging-Guidebook.pdf>



1236 establishes permitting process and communication requirements for cities and counties. As shown in Figure 7, several Bay Area jurisdictions have fully streamlined their EVSE permitting process, however several regions have not yet started the process.

Figure 7. Bay Area Progress Towards EVSE Permit Streamlining (as of November 2020)<sup>28</sup>



While the three tools mentioned above are critical to the maturation of the Bay Area EV market, reaching our 2035 and 2050 goals in an equitable manner will be key.

### Insights from Market Research and Surveys

In August 2019, the Air District contracted with the Center for Sustainable Energy (CSE) to study vehicle market stakeholders in the Bay Area to understand their barriers to EV adoption. Using

<sup>28</sup> <https://business.ca.gov/industries/zero-emission-vehicles/plug-in-readiness/>

a mixed-method approach, CSE analyzed these consumer and business perspectives on EV adoption and infrastructure across the Bay Area.

The mixed-method approach incorporated both central market actors and periphery market actors (residents, ride-hail drivers, multifamily property owners, fleet managers, and car dealerships). Responses for the resident survey were collected between January 14 and March 8, 2020. Responses for the ride-hail driver survey were collected between January 15 and January 27, 2020. Three focus groups were conducted in December of 2019 with multifamily property managers. Two additional interviews were conducted with multifamily property managers who were unable to attend a focus group. Fleet managers participated in a focus group on December 18, 2019, and several interviews were conducted between January 31 and February 10, 2020. Nine dealership owners and/or managers were interviewed in early 2020.

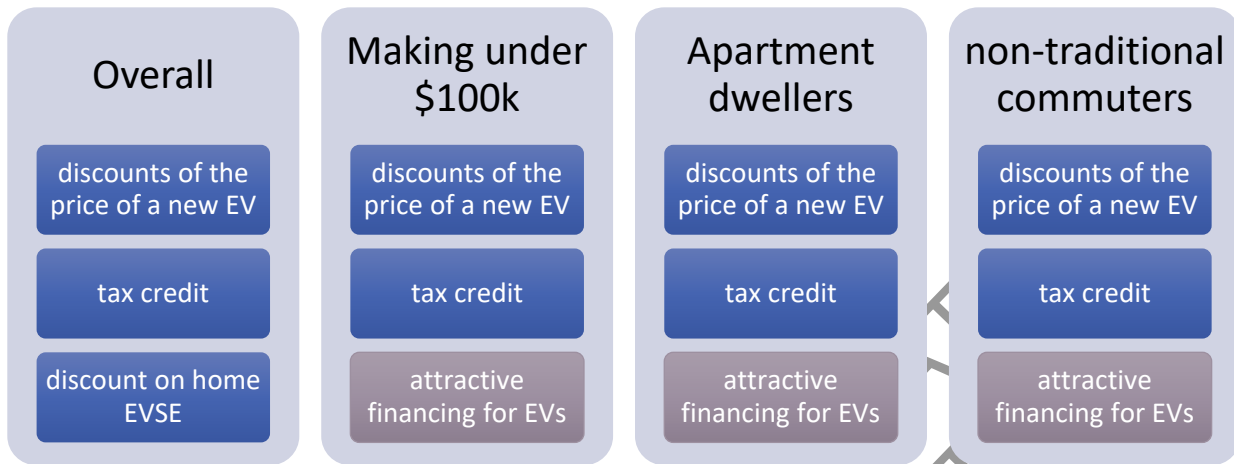
Over 1,100 survey responses were collected along with information from focus groups and interviews, adding 40+ stakeholders. Target response rates were put in place for apartment dwellers, residents making less than \$100,000 a year, and residents with nontraditional commuting patterns given our interest in lowering barriers to EV adoption for those groups. Non-probability sampling was used to collect survey responses and should be considered when generalizing findings to the broader Bay Area population. However, these findings provide a useful roadmap to incentives, programs and outreach/education activities that can accelerate EV adoption and reduce emissions.

### Bay Area Residents

Overall, 7% of respondents already owned an EV and 40% of non-EV owners have considered one. The most important factors that go into their decisions to purchase EVs are costs of purchase, fuel costs, safety, and dependability. The overall biggest concerns with EVs were related to range and charging availability. Interestingly, audiences who were more likely to have considered acquiring an EV also reported higher levels of concern about various aspects of the technology. Lastly, awareness of EV brands, available charging infrastructure, and available incentives were low.

To understand the appeal of various types of incentives, respondents were asked to rank possible incentives in order of how likely they were to influence their decision to get an EV. Overall, discounts off a new EV, tax credits, discounts on home charging equipment, and attractive financing offers were identified as most likely to influence their decision to buy an EV (see Figure 8). While commonly considered an effective incentive for EV buyers (and identified as important by dealerships), respondents ranked high-occupancy vehicle (HOV) lane access eighth out of ten options.

Figure 8. Top Three Incentives Types



Differences among the target populations were noticed in the findings. Apartment dwellers earned less income, were less likely to own a vehicle or be planning to purchase/lease one and tended to own older vehicles. Further, those planning to acquire a vehicle were more likely to indicate that they would purchase/lease a used vehicle. Apartment dwellers also had significantly less access to home charging (even standard 120-volt outlets) and were much more likely to park in shared lots or on the street.

Nontraditional commuters (i.e., those who do not primarily commute by themselves in their own car) had newer vehicles, owned a lower proportion of gasoline vehicles, and a higher proportion of clean vehicles (e.g., hybrids, BEVs, and PHEVs). They also tended to have fewer concerns about EVs than traditional commuters. Lastly, nontraditional commuters ranked the incentive of free or reduced charging vouchers as more influential in their decision to get an EV than the overall resident sample. This may be due to their limited driving and willingness to charge at various locations, but more research is needed to confirm.

The largest differences between target groups existed in respondents by income. Respondents making under \$100K had older vehicles, were less likely to be planning a vehicle purchase, and were much less likely to be considering a new car. Respondents making over \$100K were willing to pay 1.5 times the amount for a car on average and spent significantly less on transportation-related costs as a proportion of their income when compared to respondents making less than \$100k. Respondents making over \$100K had more interest in EVs but also more concerns about EVs, possibly indicating that they had spent more time thinking about the pros and cons of an EV.

#### Ride-Hail Drivers

The rationale behind survey ride-hail drivers (e.g. drivers on Uber or Lyft platforms) is that ride-hailing trips are higher polluting per passenger than average passenger car travel due to

deadheading<sup>29,30</sup>. Additionally, many ride-hailing trips replace near zero-emission trips on public transit or walking, and therefore generate additional emissions. As such, ride-hailing EVs contribute to reduced emissions more than traditionally owned/driven vehicles.

Overall, 185 ride-hail drivers were surveyed. These respondents do not constitute a random sample of ride-hail drivers and should not be used to generalize findings to the Bay Area ride-hail community. Most ride-hail drivers surveyed worked on a part-time basis of less than 20 hours per week and have other jobs in addition to driving ride-hail. They averaged 228 miles per week driving for ride-hail services, with 75% commuting less than 20 miles to where they start work. Ride-hail drivers reported owning newer vehicles that they have already paid off, most likely due to company requirements. Surprisingly, 16% drive an EV, and this group had a generally higher familiarity with EV incentives than the residents surveyed. For this audience, the most important factors for their purchasing decisions were cost, safety, and dependability; however, they ranked things like comfort and technology higher. More research is needed to confirm, but this may be due to the amount of time spent in their vehicles and the fact they use their vehicle to provide a customer service.

Figure 9. Top Three Incentive Types

Three-quarters of respondents said their out-of-pocket expenses play an influential role in their car-buying decision. Compared to Bay Area residents in general, a higher percent of drivers said they would consider an EV (64%) but brand and charging infrastructure awareness was low in this group. Their concerns about EVs mirrored the residential survey population. However, over half (58%) of respondents indicated that long-range EVs would have enough range to meet their ride-hail driving needs during a shift.

When ranking the value of possible incentive structures (see Figure 9), ride-hail respondents ranked discounts off of a new EV the highest—as in the resident survey—however it was followed by incentives that would lower driving costs (charging vouchers) and increase driver revenue.



### Multi-Unit Dwelling Property Managers

Most multifamily property managers had done little to no research on installing EV charging at their buildings despite agreement that EV charging would attract high-quality tenants and would eventually become a necessity. These property managers face several barriers—a lack of time to research EV charging, uncertainty about cost and scope of project (e.g., need for

<sup>29</sup> Trips made by a ride-hailing vehicle when there are no passengers in the vehicle are called deadheading trips or empty trips.

<sup>30</sup> Bloomberg Law, California Moves to Regulate Climate Impact From Uber, Lyft, January 23, 2020, <https://news.bloomberglaw.com/environment-and-energy/california-moves-to-regulate-climate-impact-from-uber-lyft>

electrical upgrades) and a fear that chargers will become a future additional maintenance problem.

As some participants suggested, providing information and technical assistance would be valuable for many property managers. Interestingly, during the focus groups, one participant would occasionally offer a potential solution to another participant's concern. For example, one participant raised a concern that drivers will park all day in front of a charger, and another participant mentioned that her property had avoided this issue by implementing an hourly rate structure. Technical assistance that includes a site walk to assess electrical capacity and provide a cost estimate could also help alleviate fears and provide momentum for many property managers.

Finally, most participants agreed that despite any technical or logistical concerns, they would be willing to install EV charging with a high enough subsidy.

### Public Fleet Managers

The fleet managers who participated in these interviews were very supportive of adding EVs to their fleet, and many expressed a desire to do their part for a cleaner environment. While discussing light-duty vehicles, there was almost no concern about driver apprehension around EVs nor any concern that EVs would be unable to meet fleet needs (except for emergency vehicles). For most interviewees, the biggest barrier to adding EVs to their fleet was EV infrastructure. EV charging stations represent a large upfront cost that fleets have not had to budget for in the past. Creating an EV infrastructure grant with clear rules and minimal participation restrictions could provide significant acceleration in EV adoption among fleets. In addition, some fleets currently own plug-in hybrid electric vehicles (PHEVs) but almost never charge them. Providing charging infrastructure could enable more electric vehicle miles traveled with these existing PHEVs.

For fleets with many trucks and vans, their biggest barrier is a lack of existing electric trucks. While electric retrofits for trucks and vans exist, they are extremely expensive and were not seen as a viable option by any of the interviewees. Some fleet managers expressed excitement about the upcoming electric Ford F-150. Providing significant rebates for electric trucks as they become available is likely to have a large impact for fleets.

Finally, for heavy-duty vehicles, such as buses or waste collection trucks, pilot programs may be very helpful because of the high risk associated with buying such expensive equipment.

### Car Dealerships

Dealerships interviewed agreed that customers who come in looking for an EV largely have general knowledge about the technology and are committed to getting one. Dealers were asked whether they purposely steer customers towards a gas vehicle; the only time they report doing this is if the customer had budgetary considerations that made an EV unaffordable or they were interested in a body style not available as an EV. Conversely, they might encourage

consumers to consider an EV if they have a long commute and can take advantage of fuel savings and carpool lane access. The questions that prospective EV customers ask are most often related to range and charging.

Outside of marketing available incentives for EVs like rebates and carpool lane access, successful EV sales strategies were most often dealership-wide strategies that are particularly effective when engaging with prospective EV car shoppers. They included:

- Conducting Q&A with customers as they walk in the door to gauge their needs
- Providing two-week follow-up visits with customers
- Five-day return policy and free delivery
- Test drives/demonstrations

Both high- and low-volume dealerships cited EV inventory as the biggest challenge. Some brands were shifting production to newer models, limiting inventory of demonstration vehicles or creating competition among dealerships for EVs. High-volume dealerships also expressed incentive limitations as a challenge.

Both high- and low-volume dealerships indicated customers' lack of understanding about EVs, and subsequent hesitancy to switch as another challenge. Further, several dealerships indicated a perceived lack of public and multifamily charging by customers as challenges to selling EVs. Another commonly cited challenge was that customers are often concerned that newer/better versions of EVs will be coming out, leaving them hesitant to buy current models.

For used EVs, sales were driven primarily by the availability of lease returns/trade-ins. Often newer EV models have not yet been available long enough to be traded in or have their lease terms expired. While dealerships often reach out to customers at the end of their lease terms to gain repeat business, they are not always successful. If they get used EV inventory, those vehicles are usually priced attractively and sell quickly. Others indicated that it is challenging to move used EVs due to range restrictions of three-year-old models or issues with battery degradation in the used sales market.

When asked what could be done to help dealerships accelerate the sales of EVs, the key drivers indicated were more customer rebates, greater investment in infrastructure, extending HOV lane access and providing dealership EV sales support.

### Accelerating EV Adoption

In mid-2019, the Air District conducted a series of meetings around the Bay Area with EV market stakeholders. These meetings included representatives from government organizations, Community Choice Aggregators, EVSE technology and software companies, automotive manufactures (or original equipment manufacturers, OEMs), colleges, school districts, ride-hailing companies, and elected officials. Staff collected input from these participants on the type of information and data that would be useful for their work to accelerate EV adoption in

the Bay Area. Additionally, the Air District asked participants what tools and resources are currently lacking that if developed, would help accelerate EV adoption.

The results of these meetings, combined with the results of the survey and market research discussed above, informed the following sections on Barriers to EV Adoption and Recommendations for Moving Forward. The following sections aim to articulate the barriers to EV adoption, identify solutions to those barriers, and prioritize and suggest responsibility for implementing those solutions.

### Barriers to EV Adoption

<b>Vehicle technology</b>	<ul style="list-style-type: none"> <li>• EV range</li> <li>• Battery degradation (esp. used market)</li> <li>• Lack of diversity in model styles (e.g. low or no supply of pick-up trucks, SUVs, minivans EVs)</li> </ul>
<b>Charging</b>	<ul style="list-style-type: none"> <li>• Not enough public charging locations</li> <li>• Low grid capacity in certain areas/properties</li> <li>• Uncertain availability of clean energy to get to zero emissions for EV charging</li> <li>• Restrictive facility configurations at multifamily buildings</li> <li>• Cost allocation to customers at multifamily buildings is complicated with EVSE and electricity meters</li> <li>• Varied permitting requirements for EVSE installations</li> <li>• Inaccurate public EVSE locations, not one centralized site, drivers must use multiple sources</li> <li>• We need more DC Fast chargers than we thought because fast chargers are needed to serve multifamily buildings residents, long-distance travelers, EVs with larger batteries that take longer to charge</li> <li>• Need to balance DC Fast with L2 charging needs for PHEV/used/multifamily drivers</li> <li>• Non-standard charging ports</li> <li>• Gas stations need to add EVSE, but no real support for them</li> </ul>
<b>Economics</b>	<ul style="list-style-type: none"> <li>• Purchase price of EVs compared to traditional gas vehicles</li> <li>• Complicated incentives (cars and EVSE)</li> <li>• Difficult to calculate longer term cost savings of EVs</li> <li>• Work-from-home electricity use make EV rates less financially attractive</li> <li>• Diminishing government budget revenue putting grant programs at risk</li> <li>• Public DC Fast charging is too expensive</li> <li>• COVID impact on economy and future commuting patterns</li> </ul>
<b>Perceptions and Behavior</b>	<ul style="list-style-type: none"> <li>• Dealership EV knowledge is low</li> <li>• Misinformation about EV technology</li> </ul>

- Perception that EVs are only for the wealthy
- Outreach in the age of shelter in place
- Lack of consistent equity data and metrics to track market trends
- Low use of smart charging (i.e. off-peak)

### Recommendations

Based on our market research, stakeholder outreach, and discussions with market experts, we have developed the following recommendations that aim to address the most pressing and persistent barriers to EV adoption in the Bay Area. For each recommendation we have identified an organization or group of organizations that have or should take on responsibility for implementing the recommendation. Realizing even a handful of the recommendations below will help the Bay Area reach our EV adoption goals and continue to lead the State and the Nation in advancing innovative and equitable transportation electrification programs and policies.

Policy and Legislation	
Recommendation	Responsibility
1. Seek more ambitious CALGreen EV ready parking spaces standards in the 2022 Title 24 Code Update (for both existing and new buildings)	1. California Department of General Services, Air District, Community Choice Aggregators (CCA), Non-profit Organizations
2. Support legislation that encourages additional grant funding and streamlining of grant programs to avoid duplication and unnecessary administrative costs	2. Air District
3. Streamline permit process and requirements for EVSE	3. Governments, CA Governor’s Office of Business & Economic Development (GO-Biz)
4. Workforce training investments to retrain auto body workers	4. Governments, GO-Biz, California Community College Districts
5. Train and prepare the emergency response community to address and mitigate EV related hazards	5. CA Governor’s Office of Policy and Research (OPR)
6. Develop a through web resource for EV related plans, materials, data, and grants for the Bay Area community.	6. Air District
7. Support CARB’s challenge of the Trump Administration’s actions that:	7. Air District



<ul style="list-style-type: none"> <li>• revoked California’s Clean Air Act waiver for its GHG and ZEV light-duty standards,</li> <li>• issued a regulation that those standards are preempted by the Energy Policy and Conservation Act (EPCA), and</li> <li>• significantly relaxed the federal light-duty vehicle GHG and fuel economy standards</li> </ul>	
8. Support CARB and CPUC development of Clean Mile Standard regulation for transportation network companies (TNCs)	8. Air District
9. Support the development of CARB Advanced Clean Cars II regulation	9. Air District
10. Support State government implementation of Executive Order N-79-20	10. Air District

### Financial Incentives and Rebates

Recommendation	Responsibility
1. Seek additional funding sources for Bay Area EV programs from the State and Federal government.	1. Air District, MTC
2. Link EV and EVSE incentive programs for multifamily residents to ensure charging access	2. IOUs, CCAs, Air District, CARB, CEC
3. Explicitly allocate resources to provide technical assistance and time to develop authentic relationships with specific communities in all grant programs	3. Governments, IOUs, CCAs, Air District, CARB, CEC
4. Provide training for incentive program staff on how to bring a racial equity lens into their work	4. Governments, IOUs, CCAs, Air District, CARB, CEC
5. Develop a wealth-based system for determining eligibility, rather than an income-based system.	5. CARB, CEC, GO-Biz
6. Set minimum deployment commitments for EVSE programs in frontline communities	6. Governments, CCAs, IOUs

7. A monetary incentive to dealership sales personnel for every EV sold to income qualified customers	7. Governments
8. Support a universal incentive application to determine an individual's eligibility across several EV programs	8. CARB, Air District, CCAs
9. Home charging incentives for income qualified EV owners	9. IOUs, Air District, governments, CCAs
10. Incentivize multifamily EV charging infrastructure where multifamily owners pay a fee for EV chargers but do not have to maintain or manage them	10. EVSE OEMs, governments, CCAs
11. Incentivize upgrading of electric panels at multifamily buildings for buildings that do not have the electrical capacity to accommodate an EV charging station	11. IOUs, CCAs
12. Build in time to assess existing incentives and shift/update those programs as market matures	12. Governments, IOUs, CCAs, Air District
13. Encourage State incentive programs to support all charging levels to fit with the varied use cases of EV drivers	13. Air District
14. Encourage managed charging software at public and multi-family charging locations	14. Air District
15. Offer zero interest loans and/or loan guarantees for individuals with low/poor credit	15. Governments, NGOs, financial institutions
<b>Recommendation</b>	<b>Responsibility</b>
<b>Outreach and Education</b>	
1. Coordinate with other grant programs on applicant demographic data to identify underserved groups	1. Governments, IOUs, CCAs, Air District, CARB
2. Work more closely with communities to better understand their unique needs and barriers to EV adoption	2. Governments, IOUs, CCAs, Air District, community-based organizations (CBO)
3. Conduct outreach and education in various languages	3. Governments, IOUs, CCAs, Air District, CBOs

4. Use community specific cultural media channels to share information (e.g. Spanish language radio, etc.)	4. Governments, IOUs, CCAs, Air District, CBOs
5. Acknowledge that EVs have been associated with gentrification while sharing information about incentives for income qualified residents	5. Air District, Governments, IOUs, CCAs
6. Aim to hire from within the community when recruiting staff or consultants to conduct stakeholder engagement (e.g. case managers, call centers, etc.)	6. Governments, IOUs, CCAs, Air District, CBOs, MTC
7. Focus marketing resources on the benefits of EV ownership that address major concerns and important vehicle purchasing factors	7. Governments, IOUs, CCAs, Air District, CBOs, CARB
8. Market the existence of available rebates and the stackability of rebates	8. Governments, IOUs, CCAs, Air District, CBOs, CARB
9. Partner with CBOs when delivering messages and rolling out grants	9. Governments, IOUs, CCAs, Air District, CARB
10. Provide materials about EV benefits in ride-hail EVs	10. Governments, CCAs, Air District
11. Provide technical assistance to gas stations to install EVSE, particularly in frontline communities	11. Governments, IOUs, CCAs, Air District, CBOs, CARB, CEC
12. Utilize permitting databases to reach gas stations and share factsheets on EVSE installations	12. Air District, CARB
13. Empower influential members of frontline communities and support them with the latest information to share with their communities	13. Governments, IOUs, CCAs, Air District
14. Provide briefings to elected public officials aimed at educating them and their staff about the relevant EV issues, policies, and programs	14. Air District, CBOs
15. Build strategies to increase <i>word-of-mouth</i> lead generation into program outreach plans	15. Governments, IOUs, CCAs, Air District, CBOs
<b>Recommendation</b>	<b>Responsibility</b>
<b>Charging</b>	
1. Develop a more accurate count of public EVSE in CA	1. CEC, CARB, California Public Utilities Commission (CPUC)

2. Develop an estimate of home chargers in California to assess the share of EV drivers that charge at home versus on the go or at work.	2. CEC, CARB, IOUs, CCAs, EVSE OEMs
3. Collect and showcase the range of charging solutions available in California, with the aim to showing the varied use cases EVSE OEMs can support	3. CEC, CARB
4. Assess viability for alternative charging modes (e.g. battery swapping)	4. CEC
5. Increase EVSE signage along major highways	5. Caltrans
6. Utilities provide grid side asset details to streamline identification of multifamily properties that would be least expensive to install EVSE	6. IOUs, CCAs

### Advancing Equity in the EV Market

Air pollution from mobile sources disproportionately impacts residents in frontline communities that live near major roadways and high traffic commercial hubs. For this reason, low-income residents stand to benefit the most from the cleaner air that comes along with transportation electrification, as well as the cost-saving benefits of driving an EV.<sup>31</sup> In California as a whole, African Americans are exposed to 43% more micro particulate pollution (PM2.5) from vehicles than white residents; and Latinos are exposed to 39% more; and Asians 21% more than white Americans. Households earning less than \$20,000 per year are exposed to 10% more PM2.5 than the state average, and 25% more than the wealthiest Californian households.<sup>32</sup> Additionally, both low-income and communities of color have faced numerous challenges to participating in the nation’s economic and technological transitions, from the homeownership push that produced redlining of African American and Latino neighborhoods to the digital revolution that opened a still-gaping divide.<sup>33</sup>

Below are several recommendations aimed at increasing equity and inclusion in the EV market, with greater attention to the actions governments and grant administrators can take to

<sup>31</sup> The Greenlining Institute, Electric Vehicles for All: Equity Toolkit. <https://greenlining.org/resources/electric-vehicles-for-all/>

<sup>32</sup> Union of Concerned Scientists, *Inequitable Exposure to Air Pollution from Vehicles in California (2019)*, <https://www.ucsusa.org/resources/inequitable-exposure-air-pollution-vehicles-california-2019>

<sup>33</sup> The Washington Post, *Redlining was banned 50 years ago. It’s still hurting minorities today*, <https://www.washingtonpost.com/news/wonk/wp/2018/03/28/redlining-was-banned-50-years-ago-its-still-hurting-minorities-today/>

expedite this necessary shift. Many of these recommendations are based on the Air District's experience administering grants, developing and implementing outreach strategies, and working with CBOs to advance clean transportation, but this is by no means an exhaustive list.

**Prioritize funding for low-income households.** Incentives play a vital role in the acceleration of transportation electrification. Within the EV market, early tax incentives have traditionally benefitted innovators and early adopters. Low-income households are typically the last to adopt new technologies<sup>34</sup>, which are usually cost prohibitive. This is still true today in the EV market, most low-income households were left behind as new, cleaner vehicles are inaccessible financially for reasons such as low/no access to credit, being unbanked, etc. Further, the longer commute times within this community mean that early EV models, which tend to have shorter ranges, were unattractive due to range anxiety.<sup>35</sup>

Recently, however, there has been a much-needed shift to equity focused incentives. Programs such as the Clean Vehicle Assistance Program, Drive Clean Assistance Program, MCEv, Drive Forward Electric, California Vehicle Rebate Project, and Clean Cars for All (CCFA)<sup>36</sup> provide EV incentives that focus on low-income consumers. Additionally, providing loans and/or loan guarantees to residents with low or poor credit is key to supporting greater access to the EV market. In order to shift from innovators and early adopters to the late majority and laggards of the technology adoption cycle, incentives must continue to be prioritized for low-income households.

**Incentive programs must coordinate and align program requirements.** As more federal, state, and local incentives become available, it becomes increasingly difficult for consumers to understand and navigate these programs. This is particularly important as we strive to serve non-native English-speaking communities. Program eligibility requirements should be aligned to avoid confusion and can help lessen the administrative burden of income verification. Program administrators should work to build off one another. For example, if one program verifies applicant income, other programs can accept proof of enrollment in that program as income verification. The key is to avoid duplication and find efficiencies wherever possible. This reduces both the workload for program administrators and barriers to participation for consumers. Coordinating also helps with outreach and marketing, making it easier for consumers to combine or stack funding.

**Provide multilingual and multicultural education, marketing, and outreach.** The lack of consumer awareness and knowledge around EVs and charging technology continues to be a primary barrier to widespread adoption. Education, marketing, and outreach must not only be

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<sup>34</sup> Pew Research Foundation, Digital divide persists even as lower-income Americans make gains in tech adoption, <https://www.pewresearch.org/fact-tank/2019/05/07/digital-divide-persists-even-as-lower-income-americans-make-gains-in-tech-adoption/>

<sup>35</sup> *Ibid.*

<sup>36</sup> Funded by the Transportation Fund for Clean Air, California Climate Investments, and the VW Settlement Agreement. More information can be found at [www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall)

available in multiple languages but must also be done in a way that conforms to the cultural norms and experiences of the communities being targeted. Language and cultural barriers limit accessibility of incentives to underserved communities of color and must be prioritized in order to limit the challenges and barriers of EV adoption.

For example, Clean Cars for All launched using several ride-and-drive events in DACs given the success of such events in the early years of EV outreach work. However, despite using several communication channels, offering free food and entertainment, the events attracted very low numbers of attendees. We used an approach that worked for educating early adopters, which are inherently a different type of consumer. Our challenge was discovering what types of events and outreach our frontline communities would respond well to and what messages were most effective. Once we came to this understanding, we shifted our focus and communicated with potential grantees through social media and encourage all of our early grantees to share the program information with their friends and family. As of November 2020, roughly 60% of our grantees hear about the program from friends or family members.

***Invest in developing relationships with communities to increase participation.*** There are often sentiments of government distrust among frontline communities, particularly undocumented workers<sup>37</sup>. Working with trusted non-government agencies (NGOs) and CBOs can help bridge the gap between government and underserved communities to build trust and drive participation in incentive programs. Additionally, working with CBOs allows for better targeting of incentives to residents that are truly in need of assistance. As trust is built and participation grows, our experience has shown that word of mouth will become a major driver for outreach and participation.

***Prioritize point-of-sale incentives.*** How an incentive is applied plays an important role in the accessibility of those funds, especially for low-income consumers. Incentives that are upfront can be accessed immediately, while an after-purchase incentive requires the customer to pay the money upfront and wait for reimbursement. In the case of EVs, many low-income residents are not able afford the higher upfront costs of EVs or qualify for a large enough loan to access these incentives. For residents that intend to cover the entire cost of their EV with the grant, an after the purchase rebate can force some grantees into even greater financial difficulty, negating some if not all of the benefits of participation.

***Equity metrics must be clearly defined and (the right) data should be collected early and often.*** When demographic and socioeconomic metrics, baselines, and goals are clearly defined, progress can be measured and analyzed to identify areas of success and areas that need improvement. Collecting data early and often allows data collection to be segmented so

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<sup>37</sup> California Energy Commission, Low-Income Barriers Study, Part A: Overcoming Barriers to Energy Efficiency and Renewables for Low-Income Customers and Small Business Contracting Opportunities in Disadvantaged Communities, [https://assets.ctfassets.net/ntcn17ss1ow9/3SqKkJoNlvtS2nYVPAOmGH/fe590149c3e39e51593231dc60eeeff/TN214830\\_20161215T184655\\_SB\\_350\\_LowIncome\\_Barriers\\_Study\\_Part\\_A\\_Commission\\_Final\\_Report.pdf](https://assets.ctfassets.net/ntcn17ss1ow9/3SqKkJoNlvtS2nYVPAOmGH/fe590149c3e39e51593231dc60eeeff/TN214830_20161215T184655_SB_350_LowIncome_Barriers_Study_Part_A_Commission_Final_Report.pdf)

applications aren't lengthy and overwhelming. The data can be used to identify underserved or underrepresented communities where more support and targeted outreach may be needed and can also help inform policy changes.

#### Air District Investments in Advancing Equity in the EV Market

The Air District has endeavored to integrate the recommendations above into existing grant programs. Below is a summary of what we have accomplished to date.

The Air District's Clean Cars for All Program (CCFA)<sup>38</sup> provides qualifying low-income residents up to \$9,500 for scrapping an older vehicle and switching to a clean transportation option. Participants have the option to purchase or lease new and used PHEVs, BEVs, FCEVs, or receive a "mobility options" prepaid card for public transit, e-bikes, and car-sharing. There is an additional rebate of \$2,000 to purchase and install a home EV charger. The incentive funding is based on participants' income levels and which clean transportation or vehicle option they select. CCFA conducts stakeholder engagement and outreach to frontline communities, contracts with case managers to support participants through the application process, and developed partnerships with dealerships, vehicle scrappers, and community-based organizations across the Bay Area.

In 2021, CCFA added an additional \$500 incentive for grantees that purchase or lease an EV that are enrolled in one of the following low-income programs:

- Bureau of Indian Affairs (BIA) General Assistance
- CalFresh/Supplemental Nutrition Assistance Program (SNAP)
- CalWORKS (TANF) or Tribal TANF
- Cash Assistance Program for Immigrants (CAPI)
- Free or Reduced National School Lunch Program
- Head Start Income Eligible (Tribal Only)
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)

WIC - Women, Infants, and Children Supplemental Nutrition Program This funding was added to help grantees with the greatest need lower their financial burden to purchase a car, particularly used EVs that average \$19,000.

Since CCFA launched in March 2019, we have received over 2,000 applications and as of November 2020, 1,337 residents have been awarded grants totaling over \$10 million. Of the residents awarded CCFA grants, 60% make less than \$30,000 a year and 67% do not own their home. The average new EV price is \$37,000, the average used EV price is \$19,000, and several

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<sup>38</sup> Funded by the Transportation Fund for Clean Air, California Climate Investments, and the VW Settlement Agreement. More information can be found at [www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall)

grantees have purchased used EVs under \$10,000 (resulting in no or very little out of pocket costs).

In addition to vehicle incentives, the Air District has offered the Charge! Program since 2016, which provides funding to offset the cost of purchasing and installing public EV charging infrastructure. Charge! has supported the deployment of over 2,900 publicly accessible Level 2 and 121 publicly accessible DC Fast charging ports at over 363 locations in the region.

For many EV owners, private charging located in their place of residence offers the convenience to reduce range anxiety (the fear of running out of fuel). However, for the approximately 36% of Bay Area housing units are multifamily buildings, home charging is not an option.<sup>39</sup> The Air District is committed to making EVs accessible to everyone, and adequate EV charging is a key component of that effort. For this reason, additional funds are allocated to projects at multifamily buildings, which encounter significant challenges to EV charger installation and operation.

The Air District's Community Health Protection Program (AB617) is an important companion effort for achieving the overall goals and specific equity measures in this Plan, and we will work through our communities' AB617 Steering Committees to collect ongoing input on implementation efforts.

The Air District will continue to seek funding for these grant programs and will encourage other public agencies to transition incentives to serve residents and businesses in frontline communities that are disproportionately impacted by air pollution.

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<sup>39</sup> American Fact Finder, United States Census Bureau. January 2019. Available online: <https://data.census.gov/cedsci/table?q=Housing&g=0500000US06001,06013,06041,06055,06075,06081,06085,06095,06097&tid=ACSDP1Y2016.DP04&hidePreview=true>



## Conclusion

The transportation sector continues to be the largest source of our greenhouse gas emissions and contributes to depressed health outcomes in frontline communities that are disproportionately impacted by such pollution. The Air District will seek to review and update this Plan's equity outcomes and recommended adjustments as warranted, including strategies to further expand infrastructure for hydrogen fuel cell vehicles. The Air District is committed to securing cleaner air and access to clean vehicles and clean transportation options for all residents in our jurisdiction. Programs that provide support to residents that are low-income, and people of color are critical to meeting our ambitious transportation electrification goals. The Air District will utilize our position as a regional agency to motivate state and national leadership and support local action to encourage EV adoption in our communities.

## Acknowledgements

The Air District wishes to thank the following people and organizations that assisted us in this project by providing contacts and recommendations for market test interviews and site assessments.

- MTC
- The Center for Sustainable Energy
- Ecology Action
- PCE
- East Bay Clean Cities
- CPUC
- Grid Alternatives
- Greenlight Labs
- Kearns & West

Finally, our deep appreciation to the Bay Area EV Coordinating Council for providing thought leadership support and subject matter expertise.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Technology Implementation Office Steering Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Climate Tech Finance Impact Report

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Climate Tech Finance is the Air District's first loan program, with the aim of reducing greenhouse gases by accelerating the adoption of climate technologies. The program offers two financing vehicles: loan guarantees to improve access to credit for climate technology developers, and direct loans to improve local government access to capital when buying greenhouse gas-lowering technologies. These financial products are offered through a partnership with the California Infrastructure and Economic Development Bank (IBank).

The Air District launched the Climate Tech Finance program in 2019 and executed outreach and engagement with over 1,000 Bay Area organizations to identify potential loan projects. From that outreach, the program has funded two loan guarantee projects, approved eight more projects for funding, and developed a pipeline of several dozen near-term climate projects.

The loan guarantee projects that Climate Tech Finance has funded are:

- SW/TCH Maritime, a hydrogen fuel cell ferry that will service passengers between San Francisco and Oakland. The Air District has encumbered \$250,000 to support this loan worth \$5,000,000 over a five-year term; and
- Gridscape Solutions, a provider of renewable microgrids for public and private sector buildings. The Air District has encumbered \$100,000 to support this \$1,000,000, one-year line of credit.

Together, the Air District committed \$350,000 to support these loans totaling \$6,000,000, a leverage ratio of over 17 to 1.

The Climate Tech Finance program has also approved eight additional projects for funding, all loan guarantees. The companies supported by these loan guarantees are currently in discussions with banks to execute their respective loans.

- A company scaling up production of integrated residential battery systems;
- A demand-response software to provide low-carbon grid stability;
- A company scaling up deployment of battery-boosted electric vehicle chargers;
- An in-road energy recovery system at toll gates;
- An energy-efficient cooling technology for data centers;
- A project to produce concrete from low-carbon aggregate;
- An ultracapacitor technology to improve energy storage performance; and
- A company deploying solar-powered electric vehicle chargers.

If the banks approve the above projects, the total Air District commitment to guarantee these loans would be approximately \$1.7 million. By leveraging additional assets through its partnership with IBank, the Air District's \$1.7 million commitment would be supporting an additional \$20 million in total loan value.

Staff have also had discussions on 43 more specific climate projects in the Bay Area actively seeking financing. In total, the program has identified over \$500 million in demand for climate loans in the Bay Area.

## DISCUSSION

In late 2020, staff began developing a Climate Tech Finance Impact Report to summarize progress to date and capture lessons learned from two years of outreach and implementation. After drafting the report and incorporating feedback from internal and external stakeholders, staff distributed the report to targeted audiences in early 2021. Staff are continuing to update the report with additional feedback from these audiences, and to reflect the changing climate investment landscape in 2021.

The Impact Report (Attachment 1) provides an overview of the Climate Tech Finance program, a description of actions and outcomes (both qualitative and quantitative), and summarizes lessons learned from the program to date. The key lessons described in the report include:

On loan guarantees:

- Loan guarantees increase small businesses' working capital flexibility and reinvestment potential;
- Enhancing capital access works by building bank comfort with unfamiliar technologies; and
- Going through the process of developing a loan guarantee may itself reduce risk.

On public sector direct loans:

- Current Climate Tech loans do not offer superior enough lending to spur the market; and
- Loans satisfy a capital need but are not a subsidy.

On sustainable financing platforms:

- Partnerships accelerate program growth;
- Accelerating climate projects requires engaging with multiple clients; and
- Lending can leverage and revolve public funds for amplified impact.

Staff are seeking input from the Steering Committee on the results of the Impact Report, particularly lessons learned and appropriate actions to take in response.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Derrick Tang

Reviewed by: Damian Breen and Jeff McKay

Attachment 4A: Climate Tech Finance Impact Report

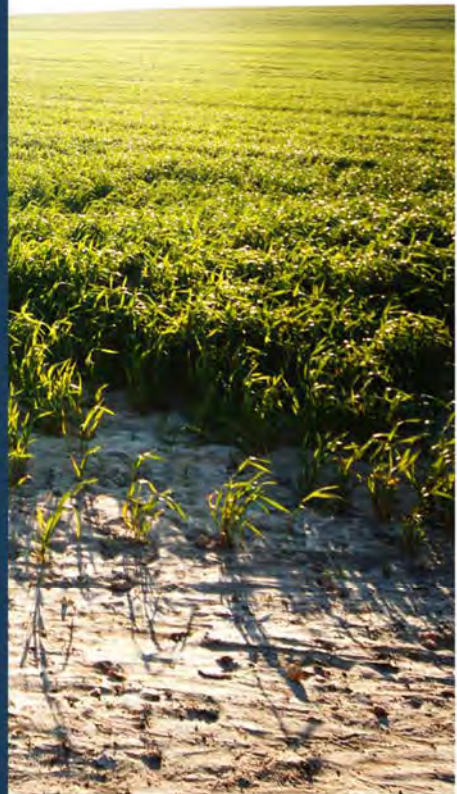
Bay Area Air Quality Management District

CLIMATE TECH FINANCE

# Impact Report

How Increasing Access to  
Capital Is Reducing  
Greenhouse Gases

March 2021



# Climate Tech Finance: Executive Summary

**What is Climate Tech Finance?** It is an environmental finance partnership with a unique model to accelerate climate technology commercialization. Its mission is to reduce greenhouse gases by offsetting risk for lenders and increasing access to capital for entrepreneurs.

**What does Climate Tech Finance do?** It bridges a financial gap for entrepreneurs by securing working capital to commercialize technology faster. It also offers direct lending for customers to adopt climate technologies sooner.

**How does Climate Tech Finance work?** The initiative was designed in 2018 and fully launched in 2019. During its development and operation since then, the program has done the following:

- Built a partnership between the Bay Area Air Quality Management District (BAAQMD) and the California Infrastructure and Economic Development (IBank). This first-of-its-kind partnership combines **BAAQMD's technical expertise** on sources of pollution with **IBank's financial expertise** in lending and economic development.
- Launched a capital access program for emerging technology commercialization in the private sector. Entrepreneurs get earlier access to debt through commercial lending through a **loan guarantee that insures up to 90%** of a bank loan. These loan guarantees and the lending support provided through this partnership help banks find comfort supporting new technology ventures.
- Launched a direct financing program to spur technology adoption in the public sector. Public agencies can **borrow up to \$30M** on a term of up to 30 years. BAAQMD subsidizes the loan by contributing capital at 0% interest as an incentive for climate tech adoption projects.
- Published a *Climate Technology Review* that assesses nearly 200 climate technologies. This review highlights the **accessibility of climate technology** and reduces the information search costs for potential technology adopters. This report recommends technologies with demonstrated technical merit, high potential to reduce greenhouse gases, and strong economic credentials.
- Conducted outreach to over a thousand organizations, hosted technology showcase and networking events, and built bridges to technology R&D programs and incubators to help climate entrepreneurs make a successful **transition from demonstration projects into market growth**. Our continuing goal is to build these connections in the public and private sectors.

## Climate Tech Finance at a glance

- Financing partnership that combines emission reduction expertise with community banking expertise
- Use of revolving funds to speed low-GHG tech to market and into use
- Loan guarantees of up to \$2.5M to support emerging climate tech
- Loans of up to \$30M to support climate tech adoption
- A growing network of participating lenders, with four new banks in the last year
- Identification of \$500M in fundable projects in the Bay Area

## Outcomes of Climate Tech Finance So Far

- **Climate Tech loan guarantees have already accelerated two zero-emission technologies.** A \$5 million guaranteed loan is supporting commercialization of a first-of-its-kind hydrogen fuel cell ferry. A \$1 million guaranteed loan is accelerating installation of software-enabled, solar-battery microgrids at municipal facilities around the Bay Area.
- **Climate Tech Finance projects produce multiple co-benefits.** Funding for the zero-emission ferry is expected to reduce 30,000 metric tons CO<sub>2</sub>e over five years, create 63 jobs, and reduce diesel emissions in disadvantaged communities around the Port of Oakland and eastern San Francisco. Microgrid deployments are expected to reduce 10,000 metric tons CO<sub>2</sub>e over five years, support 12 jobs, increase electrical grid resiliency, and prevent use of diesel generators.
  - **75 jobs created by the first two Climate Tech Finance projects.**
- **We have qualified ten companies from diverse sectors for lending support.** Dozens more are in the pipeline, and we are building partnerships to connect with hundreds of others. We have focused efforts on advanced energy systems, including microgrids, distributed energy resources, and zero-emission backup/mobile power.
- **We bring commercial lenders to the climate investment space.** Over a dozen banks have been engaged in conversations about emerging technology, and four new banks have joined as certified lenders for climate projects, two of which have funded Climate Tech Finance projects.
- **We have identified ample demand for climate financing.** In total, we have engaged with dozens of climate projects in the Bay Area that are actively seeking financing totaling half a billion dollars.



**\$500 million, amount of loan funds dozens of climate projects are pursuing in the Bay Area.**

## Key Insights of Climate Tech Finance So Far

- **Organizations need working capital to accelerate climate tech.** Our team has already identified nearly \$500 million in shovel-ready climate tech adoption opportunities in the Bay Area. A dedicated lending program would close the gap between the need for affordable capital that greatly exceeds available funds – and could transform the lending market for climate tech adoption.
- **Lending partnerships can accelerate climate technology innovation.** We have supported \$6 million in loans for our first two projects and have qualified eight additional projects for support on \$20 million in loans. Our pipeline of promising leads involves a dozen more projects and \$50 million in loans. Based on this deal flow, a dedicated \$50-100 million fund could accelerate climate tech development and adoption and drive the lending market for low-carbon technologies.
- **Lending leverages and revolves public funds for maximal impact.** The Climate Tech Finance program leverages up to \$10 in private capital for every \$1 of public capital encumbered. These funds generally revolve in 5 years or less.
- **Innovation financing accelerates reductions and aggregate impacts.** The first half dozen projects in our program will reduce nearly 30,000 metric tons CO<sub>2</sub>e in the first year of their loans. After five years these ventures will be able to reduce almost 500,000 metric tons CO<sub>2</sub>e or more annually.
- **Climate Tech Finance positions its partners at the center of climate tech innovation and investment.** In addition to attracting a tech development and deployment labor pool, climate tech innovation financing builds closer relationships between banks and new tech sectors that aid job and business growth.

# Overview of Climate Tech Finance

Climate Tech Finance is a financial services platform developed to shorten time to market for emerging climate technologies and to increase their uptake in the Bay Area and beyond. The financial services developed and tested on this platform are meant to improve access to capital and, in so doing, close funding gaps in technology innovation. The end goal is to speed up maturation of emerging technologies and to increase the probability that a wider range of climate tech will succeed in the market and be widely adopted.

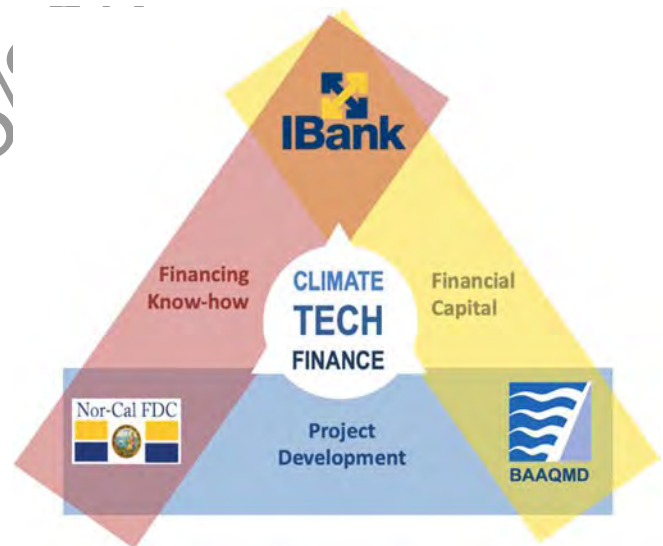
Over the last two years Climate Tech Finance has put a direct and an indirect capital access product into the marketplace. In doing so, it has sought to evaluate whether a low-interest loan can help public agencies install climate tech more easily or readily. It has similarly tested whether a tailored small business loan guarantee can help climate tech entrepreneurs introduce and expand product offerings more quickly and successfully.

**Partnership Structure.** Climate Tech Finance is a novel public-public environmental finance partnership. It was conceived at the Bay Area Air Quality Management District (Air District) and developed in partnership with the California Infrastructure and Economic Development Bank (IBank)<sup>1</sup> and with Northern California Financial Development Corporation (NorCal FDC).<sup>2</sup> It is the first partnership between IBank and one of California's thirty-five air districts and the first partnership between an air district and a regional financial development corporation like NorCal FDC. It is the first lending program at the Bay Area Air Quality Management District and its first acceleration program for emerging technology. In all, Climate Tech Finance creates a new set of relationships and brings together skills in an entrepreneurial way to develop new State capacity to address climate change.

Although the partnership does not follow in the footsteps of previous efforts, it has the benefit of drawing upon an existing set of financial instruments. Climate Tech lending products are variants of IBank's Infrastructure State Revolving Fund (ISRF) loans<sup>3</sup> and of the loan guarantee offered through the State Loan Guarantee program.<sup>4</sup> Building on top of these successful financial instruments has allowed partners to focus on applying them to spur emerging technologies and targeting them on low-carbon technologies and projects.

The partnership structure synergizes the talents of the Air District, IBank, and NorCal FDC (Figure 1). Our *Project Development* efforts leverage the local relationships of NorCal and the Air District to identify lending needs and technology acceleration opportunities. *Financing Know-how* draws on IBank and NorCal FDC's well-developed lending instruments as well as their accrued reputations in community banking and public finance. The *Financial Capital* for loans and loan guarantees is available through IBank, with the Air District providing capital to lower the interest rate for loans and to raise the percentage of a guarantee. In addition to these core functions, the partners provide various support

**Figure 1. Climate Tech Finance Partnership**



<sup>1</sup> <https://ibank.ca.gov/> or see IBank's [comprehensive annual report](#)

<sup>2</sup> <https://nor-calfdc.org/> or see [NorCal FDC's annual report](#)

<sup>3</sup> <https://ibank.ca.gov/loans/infrastructure-loans/>

<sup>4</sup> <https://ibank.ca.gov/small-business/loan-guarantees/>



services that help target climate tech and improve the viability of the lending projects. These services include climate technology review, climate impact assessment, technology development coaching, and financial network introductions.

In short, the partnership combines the expertise and services of three organizations to develop fundable projects, and the products are used to fund technology projects that are both emerging and lower-carbon solutions. It also enhances the ability of regional government to guide and drive economic development.

**Financial Products.** Over the last two years the Climate Tech Finance partnership has introduced two lending products into the marketplace. These products have been designed to expand access to commercial lending markets and to aid cash flow management.

One product is a **Climate Tech loan guarantee**. This product supports commercialization of climate technology and is available to private-sector organizations. It insures up to 90% of the value of a commercial loan to an entrepreneur of low-carbon technology. This financial insurance is effectively a higher-tier version of the standard loan guarantee backed by the trust fund of the fifty-year-old State Loan Guarantee program. Financial development corporations like NorCal FDC identify and develop loan guarantee recommendations, and the Small Business Finance Center within IBank administers the trust fund and issues a loan guarantee upon origination of a commercial loan. Along with IBank, the Air District is a capital contributor to the loan guarantee.

Climate Tech loan guarantees draw together staff from the Air District and from NorCal FDC into cross-organizational teams. These teams blend the scientific and engineering expertise of the Air District with the community banking and economic development expertise of NorCal FDC, and they collaborate on the identification of potentially fundable products and on the development of loan guarantees for them. The Air District takes the lead in work with an entrepreneur to estimate the climate impacts of each unique emerging technology. NorCal FDC works with the potential borrower to develop successful relationships with commercial lenders. This team works together to attract and recruit commercial banks, credit unions, and community development financial institutions to participate in the loan guarantee program. Their participation is key, given that effect of a Climate Tech loan guarantee is to de-risk working capital loans to climate tech entrepreneurs for commercial lenders (Figure 2).

**Figure 2. Support for Tech Development: Small Business Loan Guarantee for Entrepreneurs**



The other product is a **Climate Tech loan**. This product can be used to finance public projects that adopt new climate tech. Loans can be up to \$30 million and can amortize funds for up to 30 years. Climate Tech loan interest rates are based on the market, but the interest rate is subsidized by a 0% interest capital contribution from the Air District of up to 25% of the loan value or a maximum of \$1 million. Like the loan guarantee, both IBank and the Air District are capital contributors on a Climate Tech loan.

**Climate Tech loan guarantee**

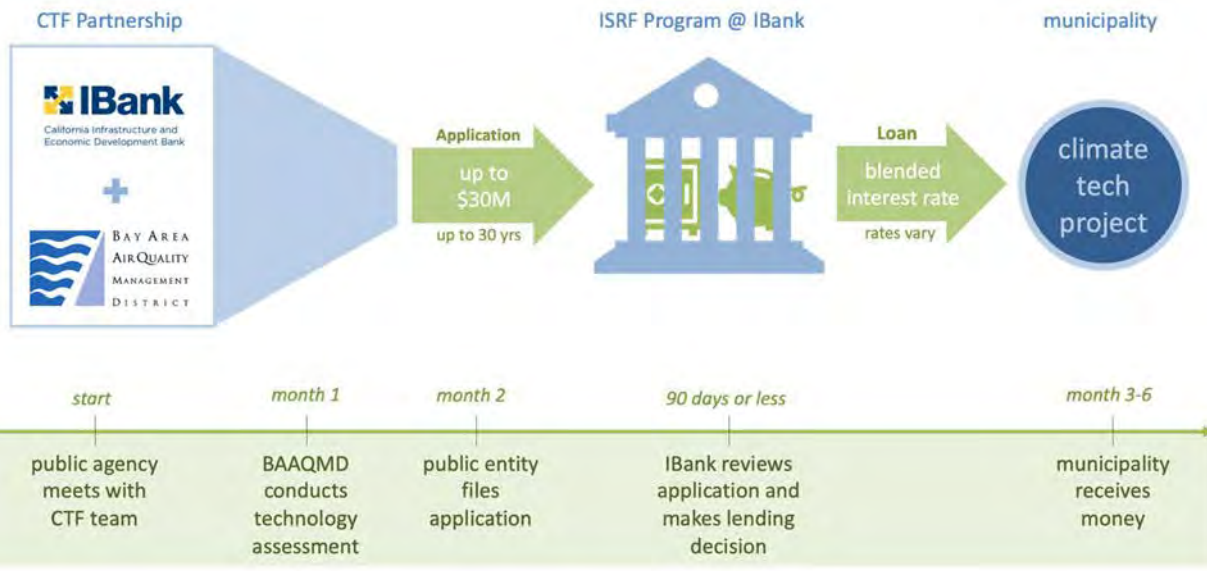
- Tech qualification required
- Issued to commercial lender
- Up to 90% of a loan value
- Maximum payout of \$2.5M
- Last up to seven years
- Sunsets upon repayment

**Climate Tech loan**

- Project qualification required
- Lent to public entity
- From \$0.5M to \$30M
- Up to 30 years
- Subsidized interest rate

Climate Tech loans blend the technology and project development expertise of the Air District with the lending expertise of IBank. The Air District takes the lead identifying potential projects and attracting client interest in the lending opportunity. The Air District also works with an organization to estimate the climate impacts of the project and assure that it includes relevant climate tech. IBank reviews a project’s creditworthiness and provides all administrative services over the life of the loan (Figure 3).

**Figure 3. Support for Tech Adoption: Low-interest Loans for Public Projects**



# Actions & Outcomes

Over the last two years the Climate Tech Finance partnership introduced Climate Tech loans and loan guarantees into the marketplace. This section summarizes actions taken and describes outputs and outcomes.

**Actions Taken.** Climate Tech lending products were new to the marketplace when we began this effort. To raise awareness and attract consideration of them, the partnership relied on a combination of outbound and inbound marketing techniques. Our outbound marketing relied on virtual and in-person events. These included webinars, on-site presentations, mini-conferences, and technology open houses. We used marketing emails and outreach phone calls to identify potential funding prospects. Our inbound techniques relied on word-of-mouth communication and on the engagement networks of the underlying entities engaged in the Climate Tech Finance partnership.



In our marketing efforts, we looked for market channels<sup>5</sup> that could be a source of leads for our efforts.

- We looked to establish funding pipelines with technology innovation funding or incubation programs upstream of our efforts. Our objective has been for technology ventures exiting demonstration phase and beginning commercialization phases of venture development to know about Climate Tech Finance. We worked toward channels with four initiatives: two technology incubators, one technology accelerator, and one State government R&D program. We found two of our qualified projects this way.
- We worked to introduce and socialize Climate Tech lending products by connecting with business and industry sector associations. In doing so, we looked for feedback about the ability of our products to support financing needs and to encourage word-of-mouth communication that could help identify project leads. We worked to establish channels with four technology networks: two statewide trade groups, one regional trade group, and one technology alliance.

In addition to market channels, we look to complementary programs that we thought could be sources of potential financing leads. Such programs are those that would help us identify infrastructure development or upgrade projects that were or could be deploying climate tech. The goal was to see whether these projects might accelerate through the availability of our funding and/or might be able to make modest changes to their

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<sup>5</sup> We use the term “market channels” in reference to technology innovation pipelines that can “graduate” entrepreneurs from R&D programs, incubators, and successful pilot projects into early commercialization and readiness for Climate Tech Finance products. We also use it in reference to technology innovation networks and trade associations that can connect us with organizations who are developing projects whose design might be shaped or supported by Climate Tech Finance products.

technology deployment and funding plans to take advantage of our lending products. We drew data from four such programs: an air district permitting database, the State database of projects going through review under the California Environmental Quality Act (CEQA), and the EPA WIFIA Program and California’s Clean Water State Revolving loan Fund (CWSRF) that fund upgrades to water and wastewater treatment facilities.

We combined direct client marketing and market channel identification with network-based matchmaking events. These events provided opportunities to promote Climate Tech lending products, but they were primarily designed to facilitate connections between climate tech vendors and potential customers. In this sense, the objective of these events was to create peer-learning circumstances for current and future adopters of climate tech. In short, the Air District explored the possibility of accelerating technology not only by placing lending products in the market, but also by creating learning spaces for climate tech deployment. Our matchmaking engagements included our mini-conference *Climate Tech Network* meetings and our technology showcase *Climate Tech Marketplace* events.



**Outputs and Outcomes.** Climate Tech Finance marketing focused on growing market awareness of Climate Tech lending products, on identifying fundable low-carbon technology projects, and on facilitating connections among vendors and potential customers that support tech deployment. In the process of doing this work, we documented our contacts with entrepreneurs and public agencies in a customer relationship management (CRM) database. This CRM helped us track our marketing efforts. It also helped us log projects details about potential climate tech projects and gauge the size of the potential climate tech marketplace.

Based on data in our CRM about near-term project finance opportunities, we estimated the current market size for our loan guarantees at \$50 million. This number aggregated the potential market size for only those entrepreneurs engaged with us in detailed enough conversation for us to be able to quantify their working capital needs. Because our marketing was limited, we found it reasonable to estimate that the size of the climate tech marketplace for loan guarantees may be even larger.



Similarly based on our CRM, we estimated market size for Climate Tech adoption at \$500 million. This number was based on projects with funding gaps and likely eligibility for a Climate Tech loan. These projects were identified through direct engagement with organizations. Like our estimate of the marketplace for loan guarantees, our estimate of market size was limited by the number of direct contacts made. As a result, we estimated that actual size of the market may be well over \$1 billion.

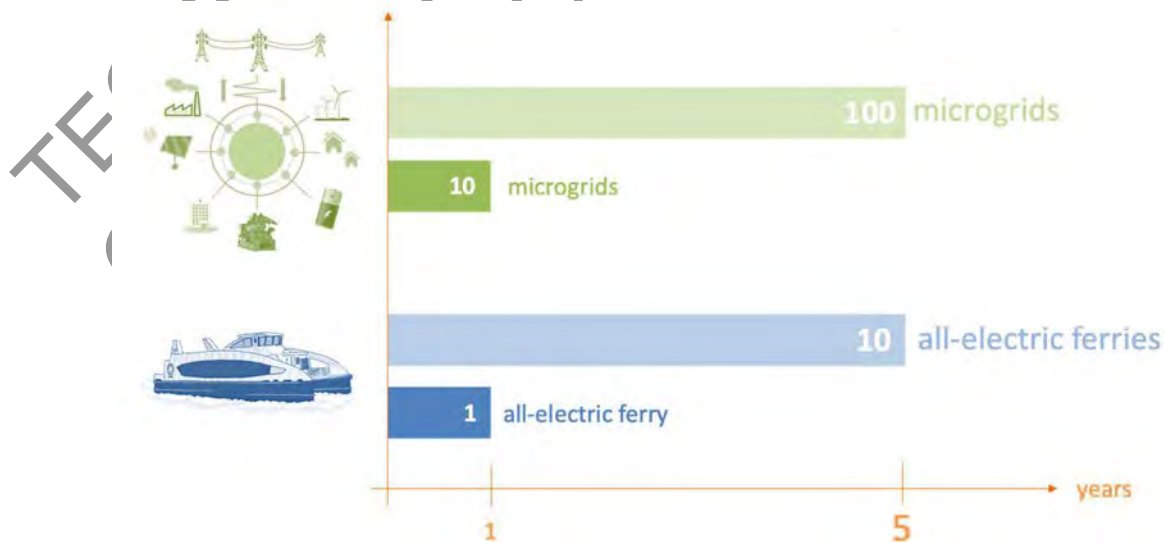


**Project Examples.** As of this report, Climate Tech lending tool has been used to fund two projects. Our first project uses a \$5 million term loan to accelerate the commercialization of a hydrogen fuel cell ferry into service on San Francisco Bay. This ferry will begin operating on a route between Oakland and San Francisco in the first half of 2021. In addition to reducing climate pollution, this project will reduce diesel emission impacts for disadvantaged communities around the Port of Oakland and San Francisco. It will also serve as the flagship for a planned fleet of similar zero-emission harborcraft.

Our second project uses a \$1 million line of credit to accelerate the installation of turn-key microgrids at municipal facilities. This technology integrates custom energy management software with solar photovoltaic systems, lithium-based battery systems, and delivery systems, such as building electrification and electric vehicle charging. These systems help to provide load balancing on the grid and to increase resilience of critical municipal facilities and will help prevent the spread of diesel-based back-up generators.

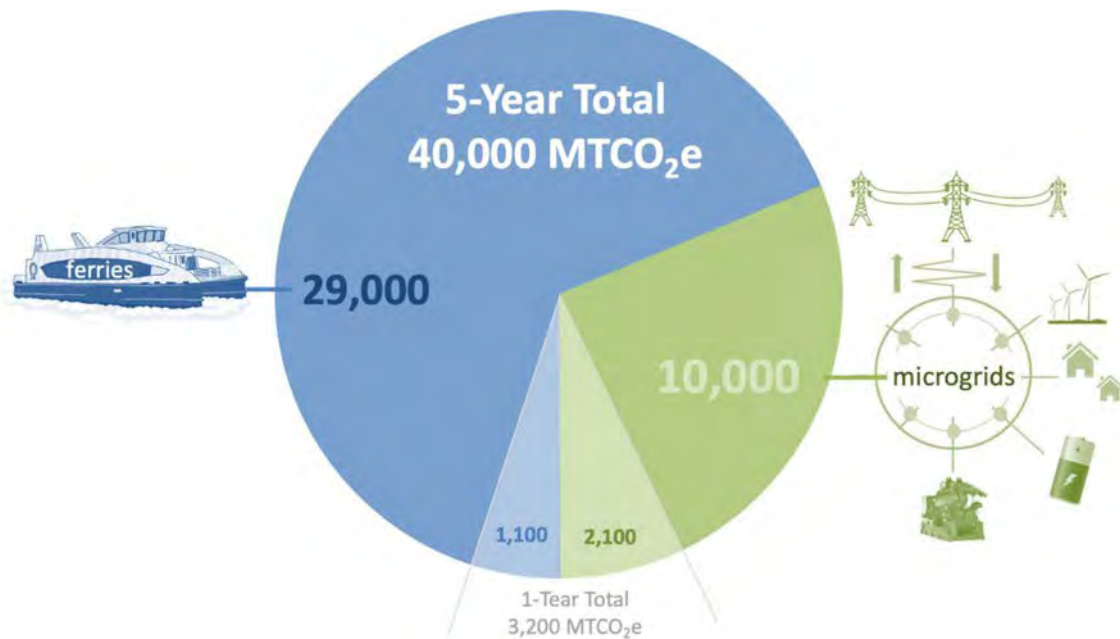
Climate Tech loan guarantees are intended to support development and expansion of an entrepreneur’s customer base. Their loans are based on their project flow in the next year, and their total technology impacts are based on anticipated deployments over the next five years (Figure 6).

**Figure 6. Projected One-year and Five-year Technology Impacts**



Similar to technology impacts, Climate Tech Finance evaluates the climate impacts of projects over a five-year timeframe. For these first two projects, climate tech deployments are anticipated to prevent 40,000 metric tons of carbon dioxide equivalent emissions over the next five years.

**Figure 7. Projected One-year and Five-year Climate Mitigation Impacts (MTCO<sub>2</sub>e)**



Funded projects tell only part of the story. Eight additional technology development projects in our pipeline have undergone a technology review and greenhouse gas reduction impact analysis to qualify for a Climate Tech loan guarantee. These projects are now in loan development conversations with commercial lenders. Figure 8 highlights details about these projects.

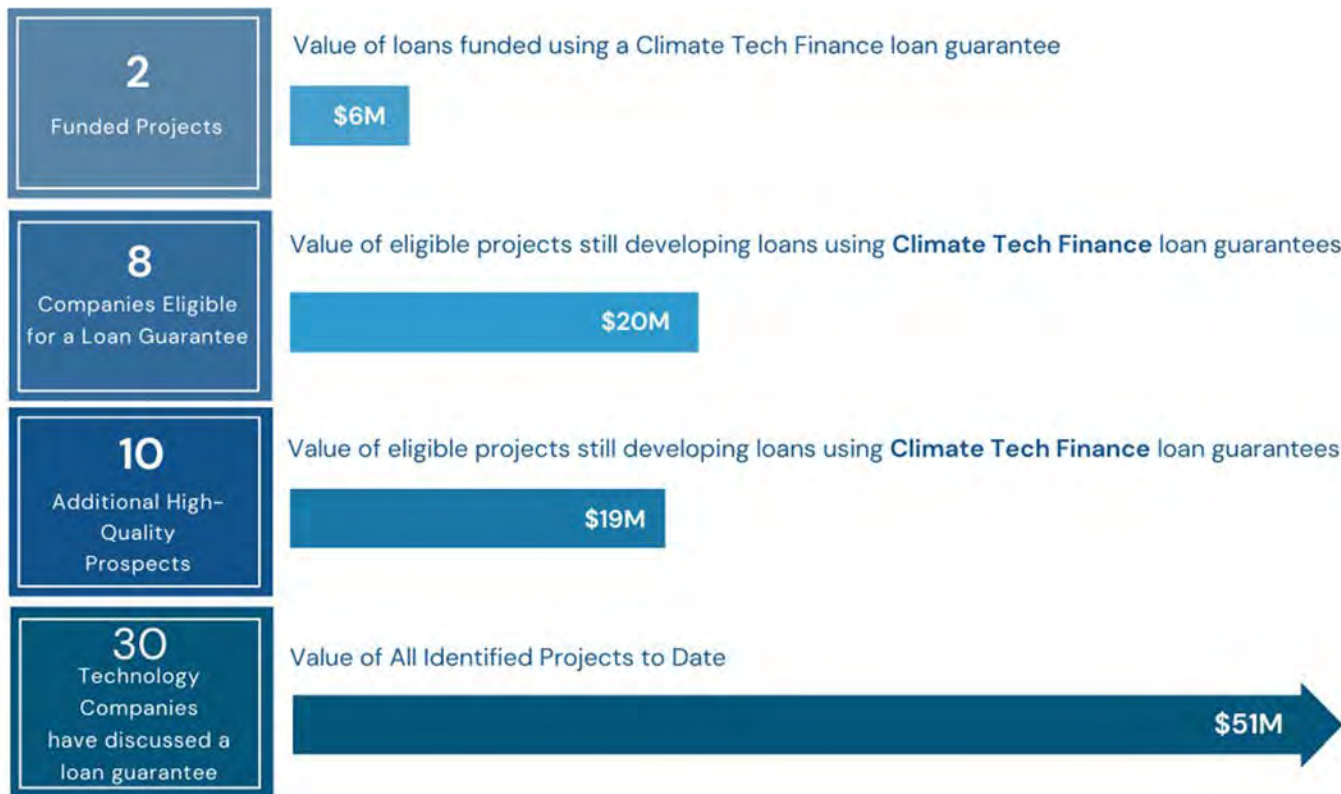
**Figure 8. Projects Currently Seeking Funding Using Climate Tech Lending Products**



Based on our technology review and greenhouse gas assessment for these projects, we predict that these projects will deploy technology at rates similar to our first two and will prevent half a million metric tons of carbon dioxide over five years.

In total, we have supported \$6 million in loans for two projects and have qualified eight additional projects for support on \$20 million in loans. If we look at the promising leads and prospects in our pipeline, we see potential to support a dozen more projects exceeding \$50 million in loans.

**Figure 9. Project Pipeline for Climate Tech Lending Products**



Beyond project funding, Climate Tech Finance outcomes might also be evaluated in terms of yield from our matchmaking efforts. While more qualitative in nature, our networking efforts have resulted in such outcomes as initiating talks for a wastewater treatment plant to buy an emerging biosolids treatment technology and facilitating a plant inviting a startup to build a pilot-scale production facility on site.

TECHNOLOGY  
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# Lessons Learned

Our ultimate goal is to spur technology development and adoption. Our more proximate goal is to place our products into the marketplace and assess to what extent they are understandable and competitive enough to attract customers. To this end, we compiled data about the market response to our products as well as about financing gaps for climate tech adoption projects. We used these to make inferences about the demand for this kind of lending. Here we break these insights down for our lending products.

**On Loan Guarantees to Expand Entrepreneurs' Access to Capital.** As a form of financial insurance, a loan guarantee is an indirect lending product. It facilitates a “deal” between a commercial lender and an entrepreneur. For the lender it does so by absorbing some of risk of loan default that derives from economic and logistical contingencies that a lender and borrower may find difficult to assess for emerging technologies. In doing so, it enables a lender to reach new clients, lend in new sectors, and certainly find comfort making a deal that involves new technologies. For the entrepreneur, a loan guarantee increases access to working capital needed to grow a business. In addition to increasing capital access, it can adapt to an entrepreneur’s needs. This could include building inventory, servicing clients, investing in infrastructure, etc. It also be used to de-risk different types of loans, like term loans, delayed draft term loans, and lines of credit.

- **Entrepreneurs have shown strong interest in the loan guarantee.** As owners of small businesses producing early mature products, they need capital to fuel their growth, and they quickly learn that commercial lending is an attractive and lower-cost source of money. However, building bank confidence in their venture and creditworthiness is a challenge, and the Climate Tech loan guarantee helps grow a lender’s financial and business comfort with their product. In some cases it opens the door in a lending relationship. In others it helps keep it open.
- **Loan guarantees increase small businesses’ working capital flexibility and reinvestment potential.** This program spurs climate tech innovation by expanding access to capital. While equity providers offer a variety of resources for business startups (e.g., business advising, market connections, additional wealth networks), commercial lending offers less expensive and more flexible working capital. We assume that this flexibility in use of working capital makes it easier for entrepreneurs to grow and for a business owner to use profits for business reinvestment or expansion of their business portfolio. As an example, our first funded project looked to a commercial loan to accelerate its reinvestment of capital and to expand production a year earlier than its capital flows would have otherwise enabled.
- **Lenders have demonstrated interest in the loan guarantee** by registering for the State Loan Guarantee Program, which enables them to receive a Climate Tech loan guarantee. The first two funded Climate Tech Finance projects were with banks who filed new or renewed their certifications as participating lenders. We anticipate the next few funded projects may also bring new participating lenders into the State loan guarantee program. The ongoing marketing effort for Climate Tech Finance is building lender confidence in being lenders to emerging technology and in the trust fund for the State loan guarantee program.





- **There is a significant, untapped market for loan guarantees.** We have identified dozens of small business ventures advancing individual climate technologies and the market for climate technologies who reach the capital gap that we have identified. (Mature enough but not perceived to be low risk enough to access capital via a bank.) On average over the last year we have identified 1-2 such ventures every month and qualified roughly 1 per month.
- **Enhancing capital access works by building bank comfort with unfamiliar technologies.** Lending for a new business means that a bank must assure that the venture has the resources and skills likely to succeed in loan repayment. Lending to a new business with emerging technology involves additional contingencies associated with getting a new technology to work and its market going. A loan guarantee serves the purpose primarily of helping a bank manage this second set of contingencies. It de-risks this outer layer of concern that may lie beyond a banker's experience and that it cannot analyze confidently. This is the primary service of an emerging tech loan guarantee. A loan guarantee does not change a banker's risk management requirements or the banking regulations. It also does not appear to change the terms of a loan. The financial insurance primarily grows the comfort of banks. It helps them hedge against contingencies that they cannot anticipate.
- **Going through the process of developing a loan guarantee may itself reduce risk.** The third-party technology and financial reviews that are part of the Climate Tech loan guarantee eligibility evaluation may do more than qualify a project. They also create environmental, technological, and financial observation that can increase the viability of a project and its probability of success.

**On Loans to Accelerate Public Sector Adoption of Climate Tech.** Our early marketing of direct loans targeted the Bay Area wastewater sector. We took this approach for two reasons: the Air District regulates emissions from industrial facilities, and the capital deployed through Climate Tech Finance direct loans must remain under public ownership. Wastewater treatment plants match these characteristics. Additionally, there are several types of climate tech that wastewater treatment plants can adopt to lower their greenhouse gas emissions.



Over the last two years roughly five dozen wastewater treatment facilities in the Bay Area have been introduced to new low-carbon technologies and the availability of financing support through the efforts of Climate Tech Finance. Because wastewater treatment plants have periodic capital planning projects that often take between five and ten years to execute, we anticipate only a half dozen significant improvement projects in any given year. Over the last year six wastewater treatment plants considered this financial tool, two of which took it to their board. We have not seen rapid uptake of Climate Tech loans, but we have found evidence of substantial interest in project financing. We see ways that the Climate Tech loans could meet this interest under different market conditions or with a different structure. We summarize these insights here.

- **Funding gaps are potentially widespread.** During our marketing of Climate Tech loans to facilities around the Bay Area, we identified over \$500 million in funding needs associated with projects adopting climate tech. Because our observations are drawn from focused marketing in one industry sector (wastewater treatment) and more casual for one technology (advanced energy systems) and an emerging resource management sector (biomass recovery), we speculate that financing interests are more widespread and bigger than what we have seen.



- **Current Climate Tech loans do not offer superior enough lending to spur the market.** Climate Tech loans have been able to offer capital at a lending rate between 2.4 and 3.4 percent, depending on project size, location, and loan term. Initially this lending rate was competitive, but not more than marginally superior. Over the last year interest rates have fallen to below 2 percent, both in the bond market and from commercial lenders. Niche government programs, such as US EPA’s Water Infrastructure Finance and Innovation Act (WIFIA) program, may also offer larger loans or half-market rates. To be superior as a technology accelerator, Climate Tech loans need a deeper subsidy that enable them to outcompete alternative, cheaper, but sluggish loan or bond options.
- **Loans satisfy a capital need but are not a subsidy.** Loans do not reduce the cost or “buy down” the cost of a new technology. Instead, they enable that cost to spread out over time, provide access to capital for a technology that is affordable but whose purchase is limited by cash flow. Without a compelling reason or existing plan to adopt a new technology, it is difficult to attract their interest with a loan. Thus, loans work best when they align with an existing plan or compelling need. Alternatively, even a small subsidy may psychologically assist lending as a technology driver. Even if it does not have a substantive impact on the overall costs, some organizations may be motivated by the existence of a subsidy, even if of only modest or symbolic size. Some sectors (e.g., schools) see rebates as an important part of their project currency. (This may be based on people’s relative thinking about expenditures, per recent social science. It may be a psychological/social hurdle for them to take finance without a rebate.) It is unclear if our current offering to cover fees (which would be in the \$10k range) is attractive.

**On Creating a Sustainable Financing Platform.** Climate Tech Finance has used a novel public-public financial partnership to leverage the assets of three organizations. We turn here to lessons learned about starting a lending program, reflecting on this structure and on our marketing strategy.

- **Partnerships that combine assets accelerate program growth.** The novelty of this partnership is its combination of the Air District’s technical expertise and knowledge about emission sources with IBank and NorCal FDC’s financial expertise and trust among capital lenders. The partnership was able to leverage IBank’s JSRF program and the State small business loan guarantee program to accelerate climate tech, NorCal FDC’s network of banking relationships and community reputation, and the Air District’s technical knowledge. The blending of this expertise helped the partnership generate momentum. This was particularly true for lead generation and loan development, given that lending benefits greatly from locale familiarity and local relationships.
- **Accelerating climate projects requires engaging with multiple clients.** For Climate Tech loans, there are two clients, and they are internal to the same organization. One is the facility designer, who selects climate tech as part of a facility design. The other is the public finance managers, who chooses how to finance debt for a project that includes climate tech. For Climate Tech loan guarantees, there are two clients, and they are different market actors. One is the entrepreneur who is looking to borrow capital. The other is the bank who lends capital. For Climate Tech loan guarantees we need to bring people together to make a

deal. For a Climate Tech loan we needed to bridge decision making within an organization to support a project.

- **A larger, lower-interest loan fund would accelerate project development.** We interpret progress to date as validation of the viability of the Climate Tech loan guarantee as an instrument for accelerating the commercialization of climate technologies. We have supported \$6 million in loans for two projects, qualified eight more worth \$20 million, and see potential to support a dozen more projects exceeding \$50 million in loans. Based on our outreach, we anticipate that the aggregate lending demand to accelerate climate tech adoption in the Bay Area is \$500 million or more. Establishing a dedicated, revolving fund of \$50-100 million to support these types of projects at superior rates could be a significant accelerator for climate tech entrepreneurship.
- **Lending leverages and revolves public funds for maximal impact.** The Climate Tech Finance program leverages up to \$10 in private capital for every \$1 of public capital encumbered. The historic loan default rate suggests that 98% or more of these funds will become available for subsequent lending, resulting in the public capital revolving every seven years or less.
- **Climate Tech Finance positions its partners at the center of climate tech innovation.** In addition to attracting entrepreneurs, it has the potential to add jobs and build a technology development and deployment labor pool. It also aids job and business growth by building closer relationships between banks and new tech sectors and greater economic development rapport between the State and the low-carbon economy.

TECHNOLOGY IMPLEMENTATION  
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## Climate Tech Finance Case Study: SWITCH Maritime and Zero-Emission Harborcraft

The creation of zero-emission harborcraft on San Francisco Bay was a dream when Governor Newsom was Mayor. Today, with some help from Climate Tech Finance, that dream is about to come true.

**What is SWITCH Maritime?** SWITCH Maritime (SWITCH) is a company building the first fleet of zero-emissions vessels in North America. SWITCH's flagship vessel is an 84-passenger, fuel cell electric ferry (e-ferry) commencing operation in the Bay Area later this year. This project got started after a 2016 study at Sandia National Labs concluded that using fuel cell to power an electric ferry was now both technologically and economically feasible. In 2018 a startup named Golden Gate Zero Emission Marine (GGZEM) moved to translate theory into practice and secured a \$3M grant from the California Air Resources Board (CARB) to demonstrate the viability of a hydrogen fuel cell powertrain in a marine environment. With the proceeds from the grant, GGZEM developed plans and contracted with a shipyard in the Bay Area to start vessel construction. Later that same year, SWITCH solidified its investment case for funding completion of vessel construction and took the lead role by purchasing the vessel. Shortly thereafter, SWITCH met Climate Tech Finance.

**How Did Climate Tech Finance Help SWITCH Accelerate?** Key to completing this project was securing additional funding for an emerging technology. SWITCH's initial equity contribution and the \$3M grant from CARB were enough to fund research and development and the start of construction, but another \$5M was needed to complete the build and ready the vessel for commercial service. SWITCH looked to a bank loan as part of its financing strategy but found that the newness of the technology made commercial lenders wary of involvement, despite a robust 5-year bareboat charter contract with a best-in-class ferry operator. Climate Tech Finance worked with SWITCH and a commercial bank to come up with a strategy to de-risk the technology venture that included providing a \$2.5M loan guarantee through California's Small Business Loan Guarantee program. With this support, SWITCH and a commercial bank were able to agree on terms for a \$5M loan that fully funds e-ferry through commercialization. The experience has been positive enough that SWITCH and the bank are in discussion about development deals for additional zero-emission harborcraft.

**How Does Climate Tech Finance Create Value?** Climate Tech Finance offers loan guarantees to commercial lenders when they fund emerging tech ventures that reduce greenhouse gases. The goal of this de-risking insurance is to expand access to capital for climate tech entrepreneurs and to speed commercialization of their product. Climate Tech Finance is able to provide this risk mitigation because of an innovative public-public environmental finance partnership. The partnership brings together environmental entrepreneurs from the Bay Area Air Quality Management District (BAAQMD) and bankers from Nor-Cal Financial Development Corporation (NorCal FDC) and the California Infrastructure and Economic Development Bank (IBank). The partnership blends their expertise and local relationships to attract entrepreneurs, evaluate technology impacts, and successfully match ventures and lenders. It is this blending of know-how and trust networks that creates the partnership's "secret sauce" and successful technology acceleration.

Annually this electric ferry will avoid roughly 2,000 tons of carbon dioxide emissions and support eight standing jobs. Its construction period provided work for fifty-five people and created the template for a fleet of commercial vessels that, over the next five years, can increase the impact 10x. Because it is part of plans to develop renewable hydrogen production and fueling infrastructure at seaports, the SWITCH e-ferry is also positioned to be a catalyst for development of a hydrogen economy for maritime transportation.

### Snapshot of the Deal

- Hydrogen fuel cell ferry in passenger commuter service
- Guarantee of \$2.5M for commercial loan of \$5M
- Creates work for 63 people in construction and operation
- Avoids 2,000 tpy of GHG and reduces diesel particulates for seaport communities
- Creates flagship for fleet with 10x impact potential



### Water-Go-Round Characteristics

- Length: 70 feet
- Max Passengers: 84
- Electric Motor: twin 300-kW
- Top speed: 22 knots
- Fuel Cell Size: 360 kW
- Battery: 100 kWh
- Fuel Tank: 264 kg, 250 bar
- Time to Refuel: 4 – 8 hours
- Hull Build: Bay Ship & Yacht
- Full Build: All-American Marine
- First Operation: early 2021

## Climate Tech Finance Case Study: Gridscape Solutions and Municipal Microgrids

With the need for a more resilient, distributed grid, microgrids have been emphasized as a key solution. Traditional microgrid developments require customized designs specific to a site. Gridscape Solutions applies value engineering principles to develop a modular approach, offering “microgrids as a service” that can lead to lower cost and scalability.

**What is Gridscape?** Gridscape is the largest developer of small to mid-sized renewable energy microgrid products and technology in California. They are focused on deploying state-of-the-art microgrids aimed at reducing overall energy costs for a site and providing clean emergency backup power during Public Safety Power Shutoffs (PSPS) or other power disruption events. The Gridscape microgrid system is a software-driven, product-centric system, integrated with solar PV, battery storage and EV charging stations and has been proven in over 15 recent microgrid installations in California municipal and commercial facilities. Gridscape offers a “Microgrid-in-a-box”—all the necessary hardware and software come pre-assembled in an outdoor-rated enclosure, making it possible to install a larger number of microgrids in California in the near term.

**How did Climate Tech Finance help Gridscape accelerate?** Gridscape is designing and deploying small microgrids at municipal and commercial facilities in cities in California. Because these microgrids are ultimately transferred for customer ownership or third-party financing, Gridscape sought working capital to purchase equipment and services during construction and commissioning of these microgrids. Gridscape looked to a bank loan as part of its project financing strategy but found that the newness of the technology and deal structures made commercial lenders wary of involvement, despite a track record of successful projects. Climate Tech Finance worked with Gridscape and River City Bank to come up with a strategy to de-risk the technology venture that included providing a 90 percent loan guarantee in partnership with California’s Small Business Loan Guarantee program. With this support, Gridscape and River City Bank were able to agree on terms for a line of credit that supports commercialization of urban microgrids for energy savings, grid resilience and disaster readiness.

**How does Climate Tech Finance create value?** The core value of Climate Tech Finance is to support innovative climate projects by offering loan guarantees to commercial lenders when they fund emerging tech ventures that reduce short- and long-term greenhouse gases. The goal of this de-risking insurance is to expand access to capital for climate tech entrepreneurs and to speed commercialization of their product. Climate Tech Finance is able to provide this risk mitigation because of an innovative partnership of environmental entrepreneurs from the Bay Area Air Quality Management District (BAAQMD) and bankers from Nor-Cal Financial Development Corporation (NorCal FDC) and the California Infrastructure and Economic Development Bank (IBank). The partnership blends their expertise and local relationships to attract entrepreneurs, evaluate technology impacts, and successfully match ventures and lenders.

**What is the impact of this project?** Annually these microgrid projects will avoid roughly 2,200 tons of carbon dioxide emissions. Depending on the size of the microgrid project, installations can save between \$7K to \$30K a year in energy cost to their customers. Gridscape is projecting growth of over one hundred installations by 2023, providing wider grid resiliency using energy storage systems and working to eliminate the need for fossil-based back-up power systems such as diesel generators.

### Snapshot of the Deal

- Solar+battery-enabled microgrids with integrated energy management software
- Guarantee of 90% of loan value
- Supports work for 25+ people in construction and operation
- Avoids 2,200 tpy of GHG and reduces diesel particulates
- Creates grid resilience with dispatchable on-site clean energy production and backup power



### Microgrid Characteristics

On- and Off-Grid Modes  
EnergyScope Software Controller

DC and AC EV Chargers  
Cashless ePay Kiosk

Modular & Scalable System from  
120kWh to 3MWh battery system

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Technology Implementation Office Steering Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 21, 2021

Re: Climate Tech Finance Strategic Plan

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Climate Tech Finance, the Air District's first loan program, funded its first two projects in 2020 and approved eight additional projects for loan guarantees. Having validated the loan guarantee product and entered a more mature stage of program development, staff engaged with a strategy and marketing consultant to build on the program's successes by developing focused branding and marketing to drive program growth.

**DISCUSSION**

Staffed worked with the strategy consultant to develop a strategic plan by conducting stakeholder interviews, performing an analysis of strengths, weaknesses, opportunities, and threats, drafting key messages, and establishing two-year program objectives.

Stakeholder interviews highlighted that the Climate Tech Finance program has potential for growth and needs to develop a strong brand and marketing strategy to properly communicate its value proposition. Outreach processes should be streamlined and focus on well-qualified potential customers to build on the program's current successes.

The strategic plan defines a mission statement for Climate Tech Finance: to reduce greenhouse gases by increasing access to capital to accelerate climate technology development and adoption. The mission is geared toward entrepreneurs, banks, and referral networks and focuses on bridging the financial gap in climate technology commercialization by offering access to debt financing.

The Climate Tech Finance program is poised for significant growth with the passage of federal stimulus bill. Specifically, the federal government has allocated \$10 billion to the State Small Business Credit Initiative (SSBCI), which will likely result in an infusion of as much as \$900 million for eligible California programs. The infusion would increase the amount of funds that Climate Tech Finance can leverage by seven times. The program's banking partner, the California

Infrastructure and Economic Development Bank (IBank), will likely enhance the loan guarantee product by increasing the maximum beyond the current \$2.5 million per loan.

As these changes occur, there will likely be increased loan activity as IBank will need to facilitate a large volume of loans within a fixed timeline. At the same time, the Air District's contribution to loan guarantees may have less relative impact, due IBank's much larger fund size. As a result, staff see an opportunity to shift resources and develop additional program offerings to complement IBank's loan guarantees.

Staff are considering the following potential program offerings:

- Direct lending for climate projects in partnership with community banks or credit unions;
- Local project finance to support energy and building upgrades, especially for multi-unit dwellings (MUDs); and
- Climate bond development by working with the California Green Bond Market Development Committee.

Staff are seeking input from the Steering Committee on the Climate Tech Finance strategic plan and potential program offerings that would complement existing products.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Derrick Tang  
Reviewed by: Damian Breen and Jeff McKay

**COMMITTEE CHAIR SUMMARY REPORT OF THE COMMUNITY EQUITY, HEALTH & JUSTICE COMMITTEE**

(Co-Chairs: Davina Hurt and Tyrone Jue)

The Community Equity, Health & Justice Committee met on Thursday, June 3, 2021, and approved the minutes of May 6, 2021. This meeting was conducted under procedures authorized by executive order N-29-20 issued by Governor Gavin Newsom. Members of the Committee participated by teleconference.

The Committee then heard a report from the Committee Co-Chairperson, Tyrone Jue, regarding the Community Convening Session that was held on May 26, 2021. Attendees included the Committee Co-Chairs, Air District staff, and community advocates from various Bay Area communities. The proposed formation and seating of the Air District's Community Advisory Council was primarily discussed, and the next Community Convening session will take place on June 23, 2021, at 4:00 p.m.

The Committee then reviewed and discussed a presentation from Menlo Park City Councilmember Cecilia Taylor, who discussed traffic and associated air quality in the neighborhood of Belle Haven.

The Committee then reviewed and discussed the staff presentation *Update on Community Engagement Grant Program*, which addressed the Air District's Community Engagement Grant Program and proposed adjustments to the Grant Program to enhance accessibility and equity.

The Committee then reviewed and discussed the staff presentation *Discussion on Assembly Bill 617 Program and Community Nomination Process*, which addressed the implementation of the Assembly Bill 617 (Community Health Protection) program over the last three years, how it has benefited all communities disproportionately



impacted by air pollution, planned efforts for the next fiscal year, and the next community nomination.

Finally, the Committee reviewed and discussed the staff presentation *Discussion on the Development of the Community Advisory Council*, which addressed the creation of a Community Advisory Council, comprised of community advocates, to provide input on key Air District projects.

The next meeting of the Community Equity, Health & Justice Committee will be held on Thursday, July 1, 2021, at 9:30 a.m. via webcast, pursuant to procedures authorized by Executive Order N-29-20 issued by Governor Gavin Newsom. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Report of the Community Equity, Health and Justice Committee Meeting of June 3,  
2021

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RECOMMENDED ACTIONS

The Community Equity, Health and Justice Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Committee Co-Chair Hurt and Co-Chair Jue Will Report Back on Community Convening Session Held on May 26, 2021;
  - 1) None; receive and file.
- B) Community Perspective;
  - 1) None; receive and file.
- C) Update on Community Engagement Grant Program;
  - 1) None; receive and file.
- D) Discussion on Assembly Bill (AB) 617 Program and Community Nomination Process;  
and
  - 1) None; receive and file.
- E) Discussion on the Development of the Community Advisory Council.
  - 1) None; receive and file.

## BACKGROUND

The Committee met on Thursday, June 3, 2021, and received the following reports:

- A) Committee Co-Chair Hurt and Co-Chair Jue will Report Back on Community Convening Session Held on May 26, 2021;
- B) Community Perspectives;
- C) Update on Community Engagement Grant Program;
- D) Discussion on Assembly Bill (AB) 617 Program and Community Nomination Process;  
and
- E) Discussion on the Development of the Community Advisory Council.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None;
- C) Resources to award Community Engagement grants in FY 2021/2022 are in the FYE 2022 budget;
- D) None; and
- E) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

Attachment 24.2A: 06/03/2021 – Community Equity, Health and Committee Meeting Agenda #3  
Attachment 24.2B: 06/03/2021 – Community Equity, Health and Committee Meeting Agenda #4  
Attachment 24.2C: 06/03/2021 – Community Equity, Health and Committee Meeting Agenda #5  
Attachment 24.2D: 06/03/2021 – Community Equity, Health and Committee Meeting Agenda #6  
Attachment 24.2E: 06/03/2021 – Community Equity, Health and Committee Meeting Agenda #7

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Davina Hurt and Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 27, 2021

Re: Committee Co-Chair Hurt and Co-Chair Jue Will Report Back on Community  
Convening Session Held on May 26, 2021

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Committee Co-Chair Hurt and Co-Chair Jue will provide an update to the Committee on the Community Convening Session held on May 26, 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenaflores  
Reviewed by: Veronica Eady

COMMUNITY EQUITY, HEALTH,  
AND JUSTICE COMMITTEE  
MEETING OF 06/03/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt and Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 27, 2021

Re: Community Perspectives

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Community Equity, Health and Justice Committee provides local and regional community environmental justice advocates and local leaders a platform to present and share their expertise and/or lived experiences. Specific subjects/topics will vary based upon each community perspective member's unique experience.

In September 2019, the Menlo Park City Council unanimously directed staff to draft and send a letter to SMC Labs, a division of San Mateo County, requesting placement of air quality monitors in the Belle Haven neighborhood. In 2020, three air quality sensors went live in Menlo Park.

SMC Labs began a pilot program in early 2019 with ten Clarity air quality sensors. The initial locations focused on areas with more vulnerable populations, as well as those needed to provide robust coverage of the community.

**DISCUSSION**

Ms. Cecilia Taylor is a Councilmember representing District 1 for the city of Menlo Park. Councilwoman Taylor will discuss the 2020 Clarity Node sensors installed in the Belle Haven community. Given the significant traffic and associated air pollution surrounding the Belle Haven neighborhood due to U.S. 101, Bayfront Expressway and Willow Road, the sensors installed aimed to collect air quality data that would provide a better understanding of air quality concerns in the area. Councilwoman Taylor will provide a status update on the project and the effectiveness of the sensors.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Tim Williams  
Reviewed by: Mary Ann Okpalaugo

COMMUNITY EQUITY, HEALTH,  
AND JUSTICE COMMITTEE  
MEETING OF 06/03/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt and Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 27, 2021

Re: Update on Community Engagement Grant Program

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Bay Area Air Quality Management District's (Air District) Community Engagement Office has offered grant funding to local non-profit organizations for over a decade to support community-based solutions that address air pollution, while also helping reduce our global climate impact. During recent years, the focus of the community grants program has expanded based on Air District priorities and community needs.

**Current Community Engagement Grant Programs**

Since 2019, the Community Engagement Office has operated two grant programs concurrently: the James Cary Smith Community Grant Program and the Community Health Protection Grant Program. Details about each of these programs can be found below.

**James Cary Smith Community Grant Program**

The James Cary Smith Community Grant Program is named for Jim Smith, the Air District's former Community Outreach Manager who launched the first community grants program in 2009. Mr. Smith passed away in 2015 from ALS, and the grant program extends his vision of a more engaged and empowered community. The purpose of the grants is to support local air quality improvement and education efforts. Since 2016, 42 one-year grants of up to \$25,000 have been awarded to community-based organizations.



## Community Health Protection Grant Program

In 2019, the Air District piloted the Community Health Protection Grant Program in response to the passage of Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), which requires local air districts to reduce exposure in communities most impacted by air pollution. The Community Health Protection Grant Program aims to leverage capacity in communities pending designation under the Air District's AB 617 community selection process. The purpose of the grants is to help local community-based organizations strengthen their capacity to partner with the Air District in planning activities that improve their communities' environmental health. Seven one-year grants of \$50,000 were awarded to community-based organizations in 2019, and in 2020 grants were extended for an additional \$50,000 and an additional year.

To learn more about the James Cary Smith Community Grant Program, please visit the Air District's website: <https://www.baaqmd.gov/funding-and-incentives/residents/community-grants-program>

To view recipients of previous grant cycles, please visit the Community Grant Awards page on the Air District's website: <https://www.baaqmd.gov/funding-and-incentives/residents/community-grants-program/2016-community-grant-awards>

### **Grant Program Evaluation**

In 2021, Community Engagement staff contracted with local firm Resource Development Associates (RDA) to conduct an evaluation of the current Community Engagement grant programs. RDA utilized focus groups and a web-based survey with current and previous grant recipients to help staff identify opportunities for program improvements and provided recommendations related to grant accessibility, improvements to grants programs, technical assistance, and communication between Air District staff and grantees.

### DISCUSSION

Based on findings from the grant program evaluation as well as documented best practices for equity-based grantmaking, Community Engagement staff propose the following actions:

- Consolidate the two existing grant programs into one aligned program focused on capacity-building efforts;
- Provide grant amounts up to \$100,000 per year for three years, based on available funds and progress toward objectives; and
- Implement process improvements to make Community Engagement grants more accessible and equitable, and to better support the Air District's community partners and the work they are doing.

These actions would maximize the ability of community groups to engage fully with the Air District.

Air District staff recognize there are local air quality concerns across the Bay Area, even beyond communities that have been identified as AB 617 communities. A refocused grant program would provide inclusive opportunities to partner with community-based organizations in AB 617 communities and other areas to uplift local efforts that improve air quality.

Staff propose releasing one set of Grant Guidelines/Call for Applications for the refocused James Cary Smith Community Grant Program in the summer of 2021.

**Proposed Timeline**

<b>Timeframe</b>	<b>Item</b>
June 3, 2021	Staff present proposed Grant Program to CEHJ Committee
July 7, 2021	Staff present Grant Guidelines to Board of Directors
Mid-July 2021	Release Grant Guidelines and issue Call for Applications for James Cary Smith Community Grant Program
July – August 2021	Work with Board members, community members, and partner organizations to conduct outreach
September 2021	Application period closes
October 2021	Selection panel reviews and scores proposals
November 2021	Notify grantees of awards
Summer 2022	Conduct mid-year assessments to assess eligibility for grant renewals

**Next Steps**

Staff will present Grant Guidelines to the Board of Directors at a future meeting and request authorization to launch the James Cary Smith Community Grant Program for Fiscal Year (FY) 2021/2022.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

Resources to award Community Engagement grants in FY 2021/2022 are in the FYE 2022 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aneesh Rana and Elinor Mattern  
Reviewed by: Kristen Law

COMMUNITY EQUITY, HEALTH,  
AND JUSTICE COMMITTEE  
MEETING OF 06/03/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt and Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 27, 2021

Re: Discussion on Assembly Bill (AB) 617 Program and Community Nomination Process

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Since the passage of Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), Air District staff has been dedicated to its implementation. AB 617 was signed into law alongside Assembly Bill 398 which extended California's cap-and-trade program for greenhouse gas emissions. AB 617 was intended to address environmental justice concerns regarding the extension of the cap-and-trade program. AB 617 requires the California Air Resources Board, with input from community groups, air districts and others, to select locations around the state to prepare community-led plans to reduce emissions of toxic air contaminants and criteria pollutants. Communities can also be selected to do community-led monitoring. The primary requirement for community selection is a demonstrated high cumulative exposure burden to air pollution and associated health disparities. In the Bay Area, and around the state, these communities are often low-income communities of color.

Throughout 2018, Bay Area residents worked with the Air District to select communities for action under AB 617. Residents gave top priority to areas impacted by oil refineries and other large industries, odors and woodsmoke, as well as places near congested transportation corridors and those that have a history of air quality violations, contamination, and environmental injustice.

On September 27, 2018, the California Air Resources Board approved the Air District's recommended communities for year one of the program, i.e., West Oakland for a Community Emission Reduction Plan and Richmond-North Richmond-San Pablo for a Community Air Monitoring Plan. Eastern Contra Costa County (East County), East Oakland, Eastern San Francisco, San Leandro, San Jose, the Tri-Valley, and Vallejo were selected to move forward with a monitoring and/or emission reduction plan in the next five years.

In September 2019, the Richmond-North Richmond-San Pablo Community Air Monitoring Plan Steering Committee voted to recommend that the California Air Resources Board formally select the Richmond-North Richmond-San Pablo area as a Community Emission Reduction Planning community. This nomination was approved by the California Air Resources Board in February 2021.

## DISCUSSION

In this memorandum, staff present the implementation of the AB 617 program over the last three years and highlights how it has benefited all communities disproportionately impacted by air pollution. Staff also presents planned efforts for the next fiscal year, summarizes the preliminary program budget, and shares initial concepts for engaging community this summer and fall on the program plan, budget, and the next community nomination.

### **The AB 617 Program**

#### *What's in a Name?*

The term “AB 617” has been used as shorthand for the Air District’s program since the program’s inception. Air District staff see value in selecting a program name that more clearly conveys the intent and core values of the program: to address historic, ongoing environmental injustices in the Bay Area’s most vulnerable communities, to reduce air pollution in communities disproportionately impacted by air pollution, and to empower communities to make meaningful policy decisions to improve their health.

In the coming months, Air District staff will work to devise an appropriate program name, one that better reflects the importance of this work.

### **Program Overview**

The Air District’s AB 617 program builds on a near twenty year “focus-shift” from regional air quality attainment to improving local air quality. The Air District has had much success in improving regionwide air pollution. However, in some areas, local air quality has been slower to improve. There continues to be communities in the Bay Area that experience relatively higher levels of air pollution than the regional average. This is especially true in communities near freeways, busy roadways, distribution centers, and large industrial facilities. These same communities are also often low-income, communities of color.

The Air District began its focal shift from regional to local air pollution in 2004. In 2004, the Air District developed the Community Air Risk Evaluation (CARE) program, to better understand local air pollution and health disparities in the Bay Area. Through the CARE program, staff confirmed that communities near significant air pollution sources consistently have relatively higher levels of air pollution and corresponding health impacts than the regional average. The CARE program was a critical first step for the Air District in reducing community health disparities associated with local air pollution.

Since the passage of AB 617, the Air District has elevated its focus on improving local air quality. AB 617 was viewed by Air District staff as an opportunity to build a comprehensive community-centered program to reduce air pollution from sources that most impact the Bay Area's most vulnerable communities. The Air District's AB 617 program is designed to benefit all communities most impacted by air pollution. The program is built on a foundation of capacity building, community knowledge and understanding, community-decision making, planning, taking action, and monitoring success.

More specifically, the Air District's AB 617 program includes seven core elements:

- Build Shared Capacity;
- Understand Community;
- Share the Community Story;
- Support Community Decision Making;
- Plan Solutions;
- Take Action; and
- Evaluate Progress.

### **Build Shared Capacity**

The "build shared capacity" element of the program includes efforts by the Air District to both build community knowledge about air quality and to improve Air District's staff ability to work effectively in community. Specific efforts to build shared capacity include capacity building grants where the Air District funds community leaders' work in communities to share air quality information with the community and build community leadership around air quality issues, as well as other direct community support to build community knowledge and leadership. This element also includes air quality foundational information and best practices to build community knowledge about air quality planning, monitoring, emissions inventories, and modeling of air pollution exposure. This element also involves staff training on environmental justice, cultural sensitivity and awareness training and general skills on working in community. Build shared capacity also incorporates efforts to build relationships and to improve trust between Air District staff and community members.

#### *Implementation in Community*

Build shared capacity implementation began in all Air District designated and "high priority" communities in 2018. High priority communities are those pending designation for nomination to the California Air Resource Board to complete a community emission reduction and/or monitoring plan. West Oakland and Richmond-North Richmond-San Pablo are Air District designated communities. Communities pending designation include Eastern Contra Costa County (East County), East Oakland, Eastern San Francisco, San Leandro, San Jose, the Tri-Valley, and Vallejo.

Building capacity work will continue in all designated and pending designation communities in the coming fiscal year. Each pending community has an Air District “capacity building” grant; San Jose has two. Over the next fiscal year, we will continue providing support to community-based organizations who received these grants. Monitoring efforts in pending communities will focus on developing educational resources on monitoring techniques and data interpretation to build the technical capacity of community members.

For all communities, in the coming fiscal year, Air District staff will be expanding its local government assistance efforts and develop best practices for land use policy and decision making, in addition to sharing best practices for including environmental justice in local general plans, as required by Senate Bill 1000. Staff will also summarize air quality data, patterns, and trends for each community.

### **Understand Community and Local Air Quality**

Within the “understand community” work element, Air District staff gathers existing data about the community and assesses information gaps. Data includes demographic, socio-economic, health, land use, and air pollution data. Air pollution data includes monitoring data, and our regional emissions inventory and modeling work, as well as an understanding of major pollution sources in the community. Under this program element, Air District staff also collects information regarding all existing regional and local planning and other efforts that impact the community, including Air District rules and regulations, distribution of incentives, compliance and enforcement history and local planning efforts.

This work element is also about improving our understanding of community health data and local air pollution. Staff improves its understanding of local air pollution by performing more detailed community-level emissions inventory, emissions modeling, and understanding which sources contribute most to air pollution and health impacts (i.e., source apportionment). It also includes collecting better facility emissions data and performing measurements on specific sources of air pollution. We also improve what we know about the community through different types of air monitoring and working with community to prepare and implement community monitoring plans. A key piece of this work element is partnering with community to better understand their concerns, perspectives and lived experiences. Community members have a unique and essential understanding of their air quality issues that staff cannot develop through technical approaches alone.

#### *Implementation in Community*

Air District staff has been working to gather existing information about communities since the inception of the program in 2017. The regional emissions inventory and modeling, existing measurement and monitoring data, basic demographic, health, and socio-economic data has served as the underpinnings of the initial community identification for AB 617 and the first round of community nominations.

Community-specific emissions inventory, modeling, health impacts and source apportionment, along with detailed health, demographic and socio-economic data was included in the development of West Oakland's *Owning our Air*.

A community air monitoring plan was completed for the Richmond area in 2020 and is currently being implemented. Community issues, perspectives and concerns that arose from the development of monitoring plan act as essential data to guide the Richmond-North Richmond-San Pablo community emissions reduction plan, *Path to Clean Air*, which will be developed in the coming fiscal year. Community inventory, modeling, health assessments, monitoring and health data will also serve as the foundation for selecting strategies for the emission reduction plan.

In pending communities, to better understand individual communities, staff will be developing initial community boundaries and collecting demographic, socio-economic and health data this fiscal year. A list of all major sources and emissions from these sources will be prepared, along with community-specific air quality fact sheets, and hyper-local air monitoring data. We will also summarize existing Air District efforts to reduce air pollution, including existing rules that impact communities, incentives distribution and local government planning work in communities.

### **Share Community Story**

The “share community story” work element is about working with community to tell and share their community’s story. All data and information gathered in the “understanding community” work element needs to be shared and relayed by and to community in an accessible way that resonates with community, i.e., speaks to their interests, perspectives, and concerns. This work effort also includes root causes analysis of environmental injustices and inequities to ensure solutions address underlying causes of air pollution, including structural and institutional racism.

#### *Implementation in Community*

Sharing the community story was completed in West Oakland during the development of *Owning Our Air*. In the coming fiscal year, we will be working with the Richmond-North Richmond-San Pablo community on root cause analysis, identification of community issues and to helping them share their own community story.

For pending communities, in the next fiscal year, staff will be working on a program narrative that tells the story of the entire AB 617 program and each high priority community story, including basic demographic, socio-economic and health data, an initial assessment of major sources and pollution from those sources, health impacts and each community’s history of environmental injustice.



## **Support Community Decision Making**

In the AB 617 program, the people who live in impacted communities are empowered to develop and prioritize the pollution reduction measures to be taken under the plan. Therefore, it is essential to have a robust and representative body for making those decisions. The “support community decision-making” work element is largely about fostering and supporting community leadership and decision making. It encompasses the formation and support of a formal community decision making body, i.e., a steering committee, and other community partnerships. Formal community decision making bodies require committee charters and a community engagement plan.

### *Implementation in Community*

There are active steering committees in both designated communities, West Oakland and Richmond-North Richmond-San Pablo. West Oakland also has four subcommittees. In the coming fiscal year, both steering committees will be supported by Air District staff via co-lead or co-chairs meetings, steering committee meetings, facilitation, and other forms of committee and subcommittee support.

## **Plan Solutions**

The “plan solutions” work element encompasses Air District efforts to plan community emission and exposure reduction and other strategies and enforcement measures. Strategies may be led by the Air District, the California Air Resources Board or a local government agency. What this means specifically for the Air District, is that staff will engage in efforts to identify potential rules that may reduce emissions and exposures in communities, explore new funding sources, and determine additional compliance and enforcement measures necessary on sources identified as community concerns. Planning solutions also incorporates efforts to set community emission and exposure reduction goals and targets and determining any potential environmental impacts from the selected strategies and measures.

### *Implementation in Community*

In West Oakland, Air District staff will continue to plan for the implementation of strategies in the adopted *Owning Our Air Community Action Plan*, including working on the initial planning stages of various rules that directly impact West Oakland, as well as other areas of the region, including rules that address dust from concrete batch plants and construction. In Richmond-North Richmond-San Pablo, Air District staff will be working with community to identify and prioritize strategies for reducing emissions and exposure from sources of most concern to the community.

In all communities, including those pending designation, staff will be working on the initial planning stages for rules, i.e., initial concept ideas for rules, across a variety of sources including refineries, dust from concrete batch plants, construction dust, and residential appliances. Staff will also be working to create new incentive and grant programs for mobile and stationary sources.

## **Take Action**

The “take action” work element covers direct work to reduce air pollution and exposure in communities. Work includes implementing emission reduction strategies and enforcement measures identified in community emission reduction and community air monitoring plans, as well as other strategies identified by the Air District or community members to address concerns in non-designated communities. Work under this element also entails the implementation of new and existing grant programs and rule-making that impacts all AB 617 communities.

### *Implementation in Community*

In West Oakland, over the next fiscal year, we will continue working to implement *Owning Our Air*, the community’s adopted emission reduction plan. Enforcement efforts will also continue, including following up on complaints, conducting inspections, and issuing notices of violations. In Richmond-North Richmond-San Pablo, staff will be working to develop new grant program for both mobile and stationary sources of pollution, as well as distributing existing incentives.

In the coming fiscal year, staff will work on a wide variety of rules that benefit AB 617 communities, including those pending designation. Rules include a new permitting rule, BARCT rules, and rules regarding dust sources impacting communities. Staff will also be distributing existing incentives to reduce pollution from mobile sources within communities most impacted by air pollution and performing targeted inspections of sources in communities.

## **Evaluate Progress**

The “evaluate progress” element includes efforts to track and report progress on the implementation of emission reduction plans and progress on the entire program. It includes community emission reduction and community air monitoring plan quarterly and/or annual progress reports.

### *Implementation in Community*

For West Oakland, we have developed a tracking progress process and have prepared an annual report on progress to the California Air Resources Board. In the coming fiscal year, we will continue to track progress in West Oakland and prepare a second annual progress report for the state.

In the coming fiscal year, staff will also begin to consider metrics of success for the entire program. Consideration needs to be given on how to measure progress for the program as whole and progress within each community. As ideas are developed, staff will report out to this committee.

## Preliminary Program Budget

Below are the projected labor and contract costs for the AB 617 program for the fiscal year ending in 2022. The budget includes total labor and contract costs for each work element and funding source. Funding comes from the California Air Resources Community Air Protection Program (CAPP) implementation grant, the Air District’s AB 617 fee and permit fees directed as specific sources of air pollution. Total program costs for the coming fiscal year are \$14.9 million. The CAPP grant and AB 617 fee will cover approximately \$10 million of these costs. The remainder will be covered by fees on permitted sources.

**Table 1. Preliminary Budget AB 617 Program Budget, FYE 22**

Work Area	Labor	Contracts	Grant*	Fee*	Grant/Fee*	Total
Overall Program Management	\$ 351,000	-	\$ 351,000	-	-	\$ 351,000
Build Shared Capacity	\$ 828,000	\$ 1,245,000	\$ 2,046,000	\$ 27,000	-	\$ 2,073,000
Understand Community	\$ 6,084,000	\$ 1,472,000	\$ 738,000	\$ 2,136,000	\$ 4,574,000	\$ 7,448,000
Share Community Story	\$ 127,800	\$ 20,000	\$ 57,800	-	\$ 90,000	\$ 147,000
Community Decision Making	\$ 502,200	\$ 445,000	\$ 622,200	-	\$ 325,000	\$ 947,200
Plan Solutions	\$ 2,304,000	\$ 125,000	-	\$ 1,962,000	\$ 467,000	\$ 2,429,000
Take Action	\$ 1,269,000	\$ 100,000	\$ 334,000	\$ 765,000	\$ 270,000	\$ 1,369,000
Evaluate Progress	\$ 145,800	\$ 25,000	\$ 170,800	-	-	\$ 170,800
<b>Total</b>	<b>\$ 11,611,800</b>	<b>\$ 3,432,000</b>	<b>\$ 4,319,800</b>	<b>\$ 4,863,000</b>	<b>\$ 5,753,000</b>	<b>\$ 14,935,800</b>

## Community Engagement

Inclusive community engagement is critical to the success of the AB 617 program. The goal of engaging community is to ensure that the AB 617 program, as laid out in this memo, benefits all communities impacted by air pollution and health disparities. Over the course of this summer and early fall, Air District staff will share the elements of the proposed program plan and budget with community along with data on air quality, exposure to air pollution, demographics, and health disparities. Community members will help shape the program for the coming fiscal year. We will also begin a conversation about how to further build community ownership and decision making into the overall program design in the coming years.

The engagement process will also present an opportunity for community members to share recommendations regarding which community may be ready for Air District nomination for a community emission reduction and/or monitoring plan. The nomination will be brought to the Air District Board in November 2021. Despite our efforts to build a program that benefits all communities, the Air District must still nominate a community to ensure we receive our full share of future AB 617 implementation funding from the state. Therefore, the community engagement will also be an opportunity for staff to hear from communities about their readiness for designation and any additional information they want the Air District and the state to consider in the nomination process. Through the community engagement process, staff will also continue learning about additional communities' local air quality concerns and opportunities for Air District partnership.

### **Next Steps**

Staff will develop a detailed engagement plan and schedule and refine the program budget in the coming weeks. Staff will also begin work to develop an appropriate program name. Program updates will be provided at the July 2021 Community Equity, Health and Justice Committee Meeting.

### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Christy Riviere  
Reviewed by: Greg Nudd and Veronica Eady

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Davina Hurt and Tyrone Jue and Members  
of the Community Equity, Health and Justice Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: May 27, 2021

Re: Discussion on the Development of the Community Advisory Council

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Air District has proposed the creation of a Community Advisory Council, comprised of community advocates, to provide input on key Air District projects. In November 2020, staff shared a presentation on projects that the Community Advisory Council could provide guidance on, including the Community Benefit Fund, an Air District-wide Racial Equity Plan, and Assembly Bill (AB) 617 implementation.

**DISCUSSION**

Air District staff will provide an update on community engagement and outreach efforts and seek input from the Board of Directors on the next steps in the formation of the Community Advisory Council.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kristen Law and Sonam Shah-Paul  
Reviewed by: Veronica Eady

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Public Hearing to Consider Adoption of Proposed Amendments to Air District  
Regulation 3: Fees and Approval of a Notice of Exemption for the California  
Environmental Quality Act

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**RECOMMENDED ACTION**

Staff recommends that the Board of Directors receive testimony consider adoption of amendments to Air District Regulation 3 that would become effective on July 1, 2021 and approve the filing of a California Environmental Quality Act (CEQA) Notice of Exemption.

**BACKGROUND**

Staff develops recommended amendments to the Air District's fee regulation as part of the budget preparation process. On March 7, 2012, the Board of Directors adopted a Cost Recovery Policy that established a goal of increasing fee revenue sufficient to achieve a minimum of 85 percent recovery of regulatory program costs. Progress towards this target is reported to the Board annually by staff and is periodically reviewed by outside consultants.

**DISCUSSION**

Consistent with the Cost Recovery Policy, draft amendments to specific fee schedules were made in consideration of the 2017-18 Matrix Consultant Group cost recovery and containment analysis. This work, conducted at the fee schedule-level, recommends larger increases being proposed for the schedules that have larger cost recovery gaps.

Existing fee schedules would be amended as follows:

- 1.5 percent increase for fee schedules that are recovering 95 to 110 percent of costs.
- 7 percent increase for fee schedules that are recovering 85 to 94 percent of costs.
- 8 percent increase for fee schedules that are recovering 75 to 84 percent of costs.
- 9 percent increase for fee schedules that are recovering 50 to 74 percent of costs.
- 15 percent increase for fee schedules that are recovering less than 50 percent of costs.

Fees that are administrative in nature would be increased by the annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers (CPI-W) of 1.5 percent from 2020 to 2021.

The annual Assembly Bill 617 Community Health Impact Fee will remain at 6.7 percent of permit renewal fees for Title V facilities.

The following additional amendments are proposed:

- Revise Section 3-327, Permit to Operate, Renewal Fees as follows:
  - A new fee for each facility subject to California Air Resource Board's (CARB's) Criteria Pollutant and Toxics Emissions Reporting (CTR) Regulation would be charged during permit renewal.
    - As part of Assembly Bill 617 (AB 617), CARB adopted the CTR Regulation in 2020 for the reporting of criteria air pollutants and toxic air contaminants for stationary sources.
    - The cost to implement the CTR Regulation is estimated at \$1.5 million per year.
    - Staff is proposing a CTR fee of 4.4 percent of the permit renewal fees for all facilities with a Permit to Operate. The maximum CTR fee will be capped at \$50,000 per year per facility.
  - Other Fee Schedule changes:
    - Due to an increase in complexity for conducting a Health Risk Assessment required during an application for a gas dispensing facility (GDF), the Risk Assessment Fee (RAF) in Schedule D.A will be charged at the actual average cost for a new GDF application and will be increased by 15% for all other GDF applications requiring HRAs.

A final Staff Report that is attached with this memorandum provides additional details regarding the proposed fee amendments.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed fee amendments would increase fee schedule revenue in FYE 2022 by an estimated \$3.8 million that would otherwise result without the amendments based on the previous year's activity in FYE 2022.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Fred Tanaka  
Reviewed by: Pamela Leong, Damian Breen, and Jeff McKay

Attachment 25A: Draft Board Resolution  
Attachment 25B: CEQA Notice of Exemption  
Attachment 25C: Rule Development Staff Report  
Attachment 25D: 2021 Cost Recovery Study



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION No. 2021-**

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District Amending Regulation 3 – Fees**

WHEREAS, a public hearing has been properly noticed in accordance with the provisions of Health & Safety Code sections 40725;

WHEREAS, in 2005 the Bay Area Air Quality Management District (“District”) retained the accounting firm of Stonefield Josephson, Inc. to conduct a study of the District’s fee structure for permitted and non-permitted sources in order to determine whether or not fee revenue from these regulated sources was sufficient to pay for the costs of those regulatory activities and services;

WHEREAS, Stonefield Josephson, after a thorough analysis of the District’s fee structure, revenues and associated costs, found that District fee revenue have not been sufficient to offset the costs of associated regulatory activities and reported this and other findings in *Bay Area Air Quality Management District Cost Recovery Study, Final Report; March 30, 2005* (“2005 Cost Recovery Study”);

WHEREAS, Stonefield Josephson also found that: (1) despite an across-the-board fee increase of 15 percent in fiscal year ending (FYE) 2000 and adjustments during the subsequent 5 years for inflation, a significant cost recovery gap still existed; and (2) for FYE 2004, fee revenue covered only about 60 percent of direct and indirect program activity costs, leaving a gap of approximately \$13 million to be filled with property tax revenue;

WHEREAS, Stonefield Josephson, based on its findings, recommended that, if the identified revenue gap was to be reduced, fees should be increased by more than annual cost of living adjustments over a period of time;

WHEREAS, in each year from 2005 through and including 2020, the Board approved amendments to Regulation 3 – Fees to increase fees to address this revenue gap and to move toward full alignment between permit fee revenues and associated District permit-related activities and services;

WHEREAS, in September 2010, the District contracted with Matrix Consulting Group to complete an updated Cost Recovery and Containment Study (“2011 Cost Recovery and Containment Study”) based on cost and revenue data for FYE 2010;

WHEREAS, the 2011 Cost Recovery and Containment Study indicated that a significant cost recovery gap continued to exist, with fee revenues for FYE 2010 covering only 62 percent of the direct and indirect costs of program costs;

WHEREAS, in the 2011 Cost Recovery and Containment Study, Matrix Consulting Group recommended that the District adopt a Cost Recovery Policy to guide future fee amendments;

## AGENDA 25A - ATTACHMENT

WHEREAS, on March 7, 2012, the Board adopted a Cost Recovery Policy (“2012 Cost Recovery Policy”) that provides as a general policy that the District should fully recover the costs of regulatory program activities by assessing fees to regulated entities, that the District should amend Regulation 3 – Fees in order to increase the overall recovery of the District’s direct and indirect costs of program costs to 85 percent by the end of FYE 2016, and further, that the District should continue to amend specific fee schedules in consideration of cost recovery analyses conducted at the fee schedule level, with larger increases adopted for schedules with larger cost recovery gaps;

WHEREAS, in September 2017, the District contracted with Matrix Consulting Group to complete an updated Cost Recovery and Containment Study (“2018 Cost Recovery and Containment Study”) based on cost and revenue data for FYE 2017;

WHEREAS, a primary focus of the 2018 Cost Recovery and Containment Study was to improve the District’s accounting for indirect costs and overhead in its cost recovery efforts;

WHEREAS, the 2018 Cost Recovery Study indicates that a significant cost recovery gap continues to exist with fee revenues for FYE 2017 to 2019 covering only 84 percent of the direct and indirect costs of program costs, and falling short of the cost recovery goal for FYE 2016 established in the 2012 Cost Recovery Policy;

WHEREAS, the Board of Directors has determined for FYE 2020 there is a need to increase fees to further reduce the misalignment between permit fee revenues and associated District permit-related activities and services and to further reduce the misalignment between fee revenues for non-permitted sources and associated District activities and services related to those sources;

WHEREAS, District staff proposed increased fees based in part on the magnitude of the cost recovery gap for certain non-permitted sources and existing fee schedules as identified in the 2018 Cost Recovery and Containment Study and in accordance with the 2012 Cost Recovery Policy;

WHEREAS, District staff proposed a new Criteria Pollutant and Toxics Emissions Reporting (CTR) Regulation fee, which will help the District implement and recover the on-going costs associated with complying with the requirements of the California Air Resources Board’s CTR Regulation for the reporting of criteria air pollutants and toxic air contaminants for stationary sources;

WHEREAS, District staff discussed the proposed amendments to Regulation 3 – Fees at a virtual public workshop on February 18, 2021;

WHEREAS, on April 28, 2021, District staff published in newspapers the notice of public hearings required by Health and Safety Code sections 40725 and also distributed and published on the District’s website a request for public comments and input on the proposed amendments to Regulation 3;

WHEREAS, on April 28, 2021, the District transmitted the text of the proposed amendments to Regulation 3 to the California Air Resources Board;

WHEREAS, the Administration Committee of the Board of Directors held a regularly scheduled public meeting on March 17, 2021, at which the proposed amendments to Regulation 3 were

## AGENDA 25A - ATTACHMENT

discussed and at which oral or written presentations could be made on the subject of the proposed amendments;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District held a public hearing on April 7, 2021, to consider the proposed amendments to Regulation 3 in accordance with all provisions of law;

WHEREAS, an additional public hearing is required by Health and Safety Code section 41512.5 for fees applicable to sources not included within the District's permit system, specifically, the proposed amendment of the following fee schedules: Schedule L: Asbestos Operations, Schedule Q: Excavation of Contaminated Soil and Removal of Underground Storage Tanks, Schedule R: Equipment Registration Fees, Schedule S: Naturally Occurring Asbestos Operations, Schedule U: Indirect Source Fees and Schedule V: Open Burning;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District held a second public hearing on June 16, 2021, to consider the proposed amendments to Regulation 3 related to non-permitted sources in accordance with all provisions of law;

WHEREAS, the Board of Directors obtains its authority to adopt, amend or repeal rules and regulations from sections 40702, 42311, 42311.2, 41512.7, 42364 and 40725 through 40728 of the Health & Safety Code and Title 40, Code of Federal Regulations, Part 70.9;

WHEREAS, the Board of Directors has determined that the proposed amendments to Regulation 3 are written or displayed so that its meaning can be easily understood by the persons directly affected by it;

WHEREAS, the Board of Directors has determined that the proposed amendments to Regulation 3 are in harmony with, and not in conflict with or contradictory to, existing statutes, court decisions, or state or federal regulations;

WHEREAS, the Board of Directors has determined that the proposed amendments to Regulation 3 do not impose the same requirements as any existing state or federal regulation and are necessary and proper to execute the power and duties granted to and imposed upon the District;

WHEREAS, the Board of Directors, by adopting the proposed amendments to Regulation 3 is implementing, interpreting and making specific the provisions of Health & Safety Code section 42311 (fee schedule for district programs), section 41512.7 (allowable increases to authority to construct and permit to operate fees), and section 42364 (fees schedule for hearing board review of permit appeals);

WHEREAS, District staff has evaluated the proposed amendments to Regulation 3 and has determined that the proposed rulemaking project is statutorily exempt from the requirements of CEQA pursuant to Public Resources Code section 21080, subparagraph (b)(8) (the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares or other charges by public agencies); and CEQA Guidelines section 15273 (statutory exemption for rates, tolls, fares and charges);

WHEREAS, District staff has determined that a socioeconomic analysis of the proposed amendments to Regulation 3 pursuant to Health & Safety Code section 40728.5 is not required

AGENDA 25A - ATTACHMENT

because the amendments will not significantly affect air quality or emissions limitations within the meaning of that section;

WHEREAS, District staff has determined that an incremental cost-effectiveness analysis of the proposed amendments to Regulation 3 pursuant to Health & Safety Code section 40920.6 is not required because the amendments do not impose best available retrofit control requirements;

WHEREAS, District staff has prepared and presented to this Board, a detailed staff report relative to the subject matter of the proposed amendment which is incorporated by reference and attached hereto;

WHEREAS, District staff recommends adoption of the proposed amendments to Regulation 3 and its associated fee schedules; and

WHEREAS, this Board concurs with District staff's recommendations and desires to adopt the proposed amendments to Regulation 3 and associated schedules as described above and set forth in Attachment A hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt, pursuant to the authority granted by law, the proposed amendments to Regulation 3 – Fees as set forth in Attachment A hereto and discussed in the staff report with instructions to staff to correct any typographical or formatting errors before final publication of the text of the proposed amended rule as adopted.

BE IT FURTHER RESOLVED that the effective date of the proposed amendments attached hereto shall be July 1, 2021.

BE IT FURTHER RESOLVED, that the Board of Directors of the Bay Area Air Quality Management District does hereby approve the filing of a CEQA Notice of Exemption for the proposed amendments to Regulation 3 – Fees.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote of the Board:

AYES:

NOES:

ABSENT:

AGENDA 25A - ATTACHMENT

Cindy Chavez  
Chairperson of the Board of Directors

ATTEST:

---

John J. Bauters  
Secretary of the Board of Directors

DRAFT

**ATTACHMENT A**

**[PROPOSED AMENDED RULE]**

**Regulation 3: Fees**

**DRAFT**

AGENDA 25B - ATTACHMENT  
**California Environmental Quality Act**  
**NOTICE OF EXEMPTION**

**TO: County Clerk Offices**

**FROM: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105**

**Project Applicant: Bay Area Air Quality Management District  
Lead Agency: Bay Area Air Quality Management District  
Contact: Barry G. Young Phone: (415) 749-4721**

**SUBJECT: FILING OF NOTICE OF EXEMPTION PURSUANT TO SECTION 21152 OF THE PUBLIC RESOURCES CODE AND CEQA GUIDELINES SECTION 15061(b)(3)**

**Project Title:** Amendments to Regulation 3: Fees

**Project Location:** The regulation applies within the Bay Area Air Quality Management District ("Air District"), which includes all of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara counties, and the southern portions of Solano and Sonoma counties.

**Project Description:** The project consists of amendments to an existing Air District regulation that establishes fees for source operations and other activities. The amendments become effective on July 1, 2021. The amendments increase fee revenue in order to allow the Air District to meet budgetary needs for the upcoming fiscal year ending (FYE) 2022, and to continue to effectively implement and enforce regulatory programs for stationary sources of air pollution.

The following amendments were proposed: The fee rates in the following Fee Schedules would be amended as follows: (1) 1.5% increase: Schedule B: Combustion of Fuels, Schedule D: Gasoline Transfer at Gasoline Dispensing Facilities, Bulk Plants & Terminals, and Schedule M: Major Stationary Source Fees; (2) 7% increase: Schedule F: Misc. Sources (storage silos, abrasive blasting) and Schedule P: Major Facility Review Fees; (3) 8% increase: Schedule E: Solvent Evaporating Sources and Schedule H: Semiconductor and Related Operations; (4) 9% increase: Schedule G-2: Misc. Sources (asphaltic concrete, furnaces), Schedule G-3: Misc. Sources (metal melting, cracking units), Schedule G-4: Misc. Sources (cement kilns, sulfur removal & coking units, acid manufacturing), Schedule T: Greenhouse Gas Fees, and Schedule V: Open Burning; (5) 15% increase: Schedule A: Hearing Board Fees, Schedule G-1: Misc. Sources (glass manufacturing, soil remediation), Schedule K: Solid Waste Disposal Sites, Schedule N: Toxic Inventory Fees, Schedule S: Naturally Occurring Asbestos Operations, and Schedule W: Petroleum Refining Emissions Tracking Fees. The following specific fees in Regulation 3 would be increased by 1.5%: New and modified source filing fees, Emission Banking Fees, Regulation 2, Rule 9 Alternative Compliance Plan fee, Toxic Inventory maximum fee, Permit to Operate renewal processing fee, Exemption Fee, Fee for Risk Reduction Plan, Fee for Facility-Wide Health Risk Assessment, and Fees for Air Dispersion Modeling.

In addition, these additional amendments were proposed: Revise Section 3-327, Permit to Operate, Renewal Fees as follows: (1) A renumbering of the Renewal Processing Fee and the Assembly Bill 617 (AB 617) Community Health Impact Fee and (2) A new fee for each permitted facility during permit renewal to implement California Air Resource Board's (CARB's) Criteria Pollutant and Toxics Emissions Reporting (CTR) Regulation. Other proposed changes: (1) To recover costs from when a health risk assessment is required for new and modified Gas Dispensing Facilities (GDF), revise the Risk Assessment Fee in Schedule D, Section A to \$584 per application for an existing GDF and \$3,827 for a new GDF, (2) Clarify the language in Section 305 on when fees can be reapplied from a previously withdrawn or canceled application and (3) Formatting and text clean-up.

On June 16, 2021, the Board of Directors of the Bay Area Air Quality Management District conducted a public hearing in accordance with California Health and Safety Code Section 41512.5 and approved the project described above and determined that the project was exempt from CEQA.

**Finding of Exemption:** This project is found to be exempt pursuant to Public Resources Code Section 21080, subd. (b)(8) and CEQA Guidelines Section 15273.

**Basis for Exemption:** The regulatory amendments which constitute this project modify charges by the BAAQMD for sources of air pollution. The fees and modifications are for the purpose of meeting Air District operating expenses associated with the regulation of these sources. The amendments are administrative in nature, do not affect air emissions from any sources, and have no possibility of causing significant environmental effects. As such, they fall within the statutory and guidelines exemptions cited above.

\_\_\_\_\_  
Date Received for Filing

\_\_\_\_\_  
Pamela J. Leong  
Director of Engineering  
Bay Area Air Quality Management Dist

\_\_\_\_\_  
Date

DRAFT



DRAFT



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **STAFF REPORT**

### **Proposed Amendments to BAAQMD REGULATION 3: FEES**

**June 2, 2021**

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## EXECUTIVE SUMMARY

Bay Area Air Quality Management District (Air District or BAAQMD) staff has proposed amendments to Regulation 3: Fees for Fiscal Year Ending (FYE) 2022 that would increase revenue for effectively implementing and enforcing regulatory programs for stationary sources of air pollution. FYE 2022 represents July 1, 2021 to June 30, 2022.

The 2021 Cost Recovery Study shows that after the most-recently evaluated fiscal year, FYE 2020, 3-year average fee revenue stood at 84.5 percent of program activity costs. Since Regulation 3 cost recovery rates are impacted by changes to several factors including but not limited to new and enhanced programs, staffing levels, Air District priorities, facility emissions and facility permitting, cost recovery is evaluated annually.

The proposal also includes a new fee for funding the implementation of California Air Resources Board's (CARB) new regulation for criteria pollutant and toxics emissions reporting titled, "Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR)". Implementation costs include system/programming changes, increase in data processing, compressed timeframe, future data needs, customer support and enforcement. The proposed new fee would charge a CTR fee equal to 4.4 percent of a permitted facility's permit renewal fee capped at \$50,000 and would be applied during permit renewal. The fee is expected to raise approximately \$1.46 million. In addition, the proposal includes amending the Risk Assessment Fee (RAF) for gas dispensing facilities to recover added costs for implementing the 2017 enhanced risk assessment guidelines.

If all proposed amendments are approved, the impact of the changes to a facility's permit renewal fees are approximately the following:

Facility type	Projected FYE 2022 % fee change impact
Registered only	No change
Gas dispensing facility with one product nozzle	6
Emergency back-up generator (minimum permitted size)	6
Auto body operation only	12
Power plant <sup>1</sup>	9.1 to 9.4
Petroleum refinery <sup>1</sup>	7.2 to 8.6

<sup>1</sup> Projected impact is based on the same permitting scenario as the previous year including active equipment and production rates.

The proposed fee amendments would increase overall Air District fee revenue in FYE 2022 by approximately \$3.8 million relative to fee revenue that would be expected without the amendments for the same permitted facility inventory.

The Board of Directors received testimony on April 7, 2021 regarding the proposed amendments to Regulation 3: Fees. Air District staff recommends that the Board of

Directors consider adoption of the proposed amendments to Regulation 3: Fees with an effective date of July 1, 2021 and approve the filing of a California Environmental Quality Act (CEQA) Notice of Exemption following the second public hearing scheduled to consider this matter on June 16, 2021.

## **BACKGROUND**

State law authorizes the Air District to assess fees to generate revenue to recover the reasonable costs of regulatory program activities for stationary sources of air pollution. The largest portion of Air District fees is collected under provisions that allow the Air District to impose permit fees sufficient to recover the costs of program activities related to permitted sources. The Air District is also authorized to assess fees for: (1) area-wide or indirect sources of emissions which are regulated, but for which permits are not issued by the Air District, (2) sources subject to the requirements of the State Air Toxics Hot Spots Program (Assembly Bill 2588), and (3) activities related to the Air District's Hearing Board involving variances or appeals from Air District decisions on the issuance of permits. The Air District has established, and regularly updates, a fee regulation, Regulation 3: Fees, under these authorities.

The proposed amendments are consistent with the Air District's Cost Recovery Policy, which was adopted on March 7, 2012 by the Air District's Board of Directors (see Appendix A). This policy stated that the Air District should amend its fee regulation in a manner sufficient to increase overall recovery of regulatory program activity costs to achieve a minimum of 85 percent. The policy also indicates that amendments to specific fee schedules should continue to be made in consideration of cost recovery analyses conducted at the fee schedule level, with larger increases being adopted for the schedules that have the larger cost recovery gaps.

The results of the 2021 Cost Recovery Study covering FYE 2018, 2019 and 2020 were used to establish proposed fee amendments for each existing fee schedule based on the degree to which existing fee revenue recovers the regulatory program activity costs associated with the schedule. Based on this approach, the fee rates in certain fee schedules would be raised by the 2020 Bay Area Consumer Price Index (CPI) of 1.5 percent, while other fee schedules would be increased by 7, 8, 9, or 15 percent based on the recommendations from the 2018 Cost Recovery Study. Proposed increases for individual fee schedules continue until the recovery rate reaches 110 percent. Fee schedules recovering costs above 110 percent are proposed to have no fee increase. Several administrative fees would be increased by the CPI.

The Air District continues to implement several cost containment and efficiency-based strategies. Some of these strategies include timekeeping improvements to bill codes, periodic review of time accounting, greater field capabilities, annual updates to cost recovery, improved public education, submittal of online permit applications, and availability of permit status online through the New Production System (NPS). Implementing these strategies have resulted in efficiencies as well as the ability to provide a higher service level. The Air District is actively transitioning to the NPS, which currently

includes an online portal for the regulated community for high-volume categories including gas stations, dry cleaners, auto body shops, emergency diesel engine-only facilities, other permit registrations, and asbestos notifications. This system will be expanding to additional facility types. These tools will increase efficiency and accuracy by allowing customers to submit applications, report data for the emissions inventory, pay invoices and have access to permit documents.

## **COST RECOVERY**

The Air District analyzed whether fees result in the collection of a sufficient and appropriate amount of revenue in comparison to the costs of related program activities. In 1999, a comprehensive review of the Air District's fee structure and revenue was completed by the firm KPMG Peat Marwick LLP (*Bay Area Air Quality Management District Cost Recovery Study, Final Report: Phase One – Evaluation of Fee Revenues and Activity Costs*, KPMG Peat Marwick LLP, February 16, 1999). This 1999 Cost Recovery Study indicated that fee revenue did not nearly offset the full costs of program activities associated with sources subject to fees as authorized by State law. Property tax revenue and in some years, reserve funds had been used to close this cost recovery gap.

The Air District Board of Directors adopted an across-the-board fee increase of 15 percent, the maximum allowed by State law for permit fees, for FYE 2000 as a step toward more complete cost recovery. The Air District also implemented a detailed employee time accounting system to improve the ability to track costs by program activities moving forward. In each of the next five years, the Air District adjusted fees only to account for inflation except for FYE 2005, in which the Air District also approved further increases in Title V permit fees and a new permit renewal processing fee.

In 2004, the Air District funded an updated Cost Recovery Study. The accounting firm Stonefield Josephson, Inc. completed this study in March 2005 (*Bay Area Air Quality Management District Cost Recovery Study, Final Report*, Stonefield Josephson, Inc., March 30, 2005). This 2005 Cost Recovery Study indicated that a significant cost recovery gap continued to exist. The study also provided cost recovery results at the level of each individual fee schedule based on detailed time accounting data. Finally, the contractor provided a model that could be used by Air District staff to update the analysis of cost recovery on an annual basis using a consistent methodology.

For the five years following the completion of the 2005 Cost Recovery Study (i.e., FYE 2006 through 2010), the Air District adopted fee amendments that increased overall projected fee revenue by an average of 8.9 percent per year. To address fee equity issues, the various fees were not all increased in a uniform manner. Rather, individual fee schedules were amended based on the magnitude of the cost recovery gap for that schedule, with the schedules with the more significant cost recovery gaps receiving more significant fee increases. In FYE 2009, the Air District's fee amendments also included a new greenhouse gas (GHG) fee schedule. The GHG fee schedule recovers costs from stationary source activities related to the Air District's Climate Protection Program. In

FYE 2011, the Air District adopted an across-the-board 5 percent fee increase, except for the Title V fee schedule (Schedule P) which was increased by 10 percent (the Air District's 2010 Cost Recovery Study indicated that Fee Schedule P recovered only 46 percent of program activity costs).

In September 2010, the Air District contracted with the firm Matrix Consulting Group to complete an updated analysis of cost recovery that could be used in developing fee amendments for FYE 2012 and beyond. This study also included a review of the Air District's current cost containment strategies and provided recommendations to improve the management of the Air District's costs and the quality of services provided to stakeholders. The study was completed in March 2011 (*Cost Recovery and Containment Study, Bay Area Air Quality Management District, Final Report, Matrix Consulting Group, March 9, 2011*). The 2011 Cost Recovery and Containment Study concluded that, for FYE 2010, overall fee revenue recovered 64 percent of related program activity costs. The study also provided cost recovery results at the level of each individual fee schedule based on detailed time accounting data and provided a methodology for Air District staff to update the analysis of cost recovery on an annual basis using a consistent methodology.

The results of the 2011 Cost Recovery and Containment Study were used to establish fee amendments for FYE 2012 that were designed to increase overall fee revenue by 10 percent (relative to fee revenue that would result without the fee amendments). To address fee equity issues, the various fees were not all increased in a uniform manner. Rather, existing fee schedules were amended based on the magnitude of the cost recovery gap for that schedule, with the schedules with the more significant cost recovery gaps receiving more significant fee increases. Based on this approach, the fee rates in several fee schedules were not increased, while the fee rates in other fee schedules were increased by 10, 12, or 14 percent.

One of the recommendations made by Matrix Consulting Group in their 2011 Cost Recovery and Containment Study indicated that the Air District should consider the adoption of a Cost Recovery Policy to guide future fee amendments. Air District staff initiated a process to develop such a Policy in May 2011, and a Stakeholder Advisory Group was convened to provide input in this regard. A Cost Recovery Policy was adopted by the Air District's Board of Directors on March 7, 2012 (see Appendix A). This policy specified that the Air District should amend its fee regulation in a manner sufficient to increase overall recovery of regulatory program activity costs to a minimum of 85 percent. The policy also indicated that amendments to specific fee schedules should continue to be made in consideration of cost recovery analyses conducted at the fee schedule-level, with larger increases being adopted for the schedules that have the larger cost recovery gaps.

The Matrix Consulting Group was retained by the Air District in September 2017 to provide a cost recovery and containment study for the fiscal year ended June 30, 2017 to update the study done in 2011. This assessment used multiple analytical tools to evaluate the Air District's process for allocation of indirect costs, validate current cost recovery levels,

and determine progress from their 2011 recommendations for cost recovery and savings. The primary purpose of this study was to evaluate the indirect overhead and the cost recovery associated with the fees charged. The project team reviewed the Air District's programs and confirmed their classification as direct or indirect, and reviewed time tracking data associated with each of the different fee schedules. The report also provided specific recommendations related to direct and indirect cost recovery, as well as potential cost efficiencies.

The 2018 Matrix Cost Recovery Study recommended the following fee rate changes based on the past 3-year average of cost recovery calculated for each individual fee schedule:

<b>Cost Recovery Rate Range</b>	<b>Proposed Fee Rate Changes</b>
Above 110%	No increase
95 – 110%	CPI
85 – 94%	7% increase
75 – 84%	8% increase
50 – 74%	9% increase
Less than 50%	15% increase

For the 2021 Cost Recovery Report, staff updated the cost recovery analysis for FYE 2020 using the methodology established by Matrix Consulting Group. The study indicates that the overall cost recovery rate for FYE 2020 was 84.5 percent. This rate is based on a 3-year average of the previous fiscal years. The schedules with the lowest cost recovery rate are Schedules K (9 percent), S (13 percent) and W (15 percent).

Cost recovery rates are impacted by several factors. For costs that are funded by fee revenue, new and enhanced programs, staffing levels, and priorities effect cost recovery. If approved, new Air District full-time employees (FTEs) supported by Regulation 3 fees that are proposed in the FYE 2022 budget would impact cost recovery. For revenue, facility permitting such as permit renewals/shutdowns, permit applications, and revenue from emission levels impact cost recovery. Progress towards the 85 percent minimum target is reported to the Board annually.

## **PROPOSED FEE AMENDMENTS FOR FYE 2022**

### **OVERVIEW OF PROPOSED AMENDMENTS**

Following the Cost Recovery policy, the Air District is proposing several increases to fees and fee schedules based on their cost recovery status. In addition, the proposal includes a new fee to implement a new state-mandated reporting requirement, a change to the risk assessment fee for gas dispensing facilities, clarifying language for canceled and withdrawn permit applications and administrative clean-up.



The specific basis for proposed fee schedule amendments is summarized in Table 1 as follows:

**Table 1. Proposed Fee Changes Based on Cost Recovery by Fee Schedule**

<b>Cost Recovery Rate Range</b>	<b>Proposed Change in Fees</b>	<b>Fee Schedule</b>
Above 110%	No increase	C, G5, I, L, Q, R, U, X
95 – 110%	CPI at 1.5% increase	B, D, M
85 – 94%	7% increase	F, P
75 – 84%	8% increase	E, H
50 – 74%	9% increase	G2, G3, G4, T, V
Less than 50%	15% increase*	A, G1, K, N, S, W

\*2018 Matrix Consulting Group Cost Recovery & Containment Study recommendations.

The complete text of the proposed changes to Air District Regulation 3: Fees, has been prepared in strikethrough (deletion of existing text) and underline (new text) format, and is included in Appendix B. Proposed fee increases have been rounded to the nearest whole dollar.

**PROPOSED RULE AMENDMENTS IN SECTION 300**

The following sections of Regulation 3 are proposed to be increased by the CPI:

- Section 3-302: New and modified source filing fees
- Section 3-311: Emission Banking Fees
- Section 3-312: Regulation 2, Rule 9 Alternative Compliance Plan fee
- Section 3-320: Toxic Inventory maximum fee
- Section 3-327: Permit to Operate renewal processing fee
- Section 3-337: Exemption Fee
- Section 3-341: Fee for Risk Reduction Plan
- Section 3-342: Fee for Facility-Wide Health Risk Assessment
- Section 3-343: Fees for Air Dispersion Modeling

The following sections of Regulation 3 are proposed to have no change:

- Section 3-307: Transfers
- Section 3-318: Public Notice Fee, Schools

**Section 3-305: Cancellation or Withdrawal**

The Air District added language to clarify when previously paid fees in a cancelled or

withdrawn application could be applied if an application for the identical equipment is submitted within six (6) months. The credit is allowed only if the identical equipment is for the same project in the previous application. The rationale is that the previous work in the evaluation would not be applicable if the project was for a different project.

#### Section 3-327.1: Renewal Processing Fee

Language for this fee was moved from Section 3-327 to a new subsection.

#### Section 3-327.2: Assembly Bill 617 Community Health Impact Fee

Language for this fee was moved from Section 3-327 to a new subsection.

#### Section 3-327.3: Criteria Pollutant and Toxics Emissions Reporting (CTR)

As part of Assembly Bill 617 (AB 617), CARB adopted the CTR Regulation in 2020 for the reporting of criteria air pollutants and toxic air contaminants for stationary sources. To learn more about the CTR Regulation, visit <https://ww2.arb.ca.gov/our-work/programs/criteria-and-toxics-reporting>. To implement and recover on-going costs associated with these new requirements, the Air District is proposing a new fee for each permitted facility charged during permit renewal. The CTR fee was planned for consideration for adoption last year but was tabled in April 2020 because of the Covid-19 pandemic.

Prior to CTR, emissions reporting to CARB is accomplished during the permit renewal process. The annual emissions reporting to CARB's California Emission Inventory Development and Reporting System (CEIDARS) is accomplished by requesting information used to calculate emissions during a facility's permit renewal. This request is called the Data Update. The process and data management are integrated into the Air District's systems and procedures with many automated logic and tools programmed specific to CEIDARS reporting. Facility permits (Permits to Operate and registrations) of approximately 10,000 facilities are spread out over the calendar year. For facilities with permitted sources of air pollution, an owner/operator may be required to submit an update to data used to calculate emissions for reporting purposes. The request for data is distributed 3 to 5 months prior to expiration which allows time for collection, validation, entry and follow-up. Whether an update is required depended on the source type where a source could be updated on a 1-, 2-, or 4-year schedule. The owner/operator could choose the best 12-month reporting period for their facility. This process allowed for flexibility for the Air District to spread the work over 1 to 4 years.

All permitted sources of air pollution are required to report emissions for the previous calendar year from January 1 to December 31. This reporting is required every year. These requirements increase the effort to collect, validate, correct and process the data each year. The deadline to collect CTR data is May 1 and the data must be ready for CARB submission by August 1. Where the Air District had previously spread out the work

of updating emissions over 12 months or more, the work has been compressed to 4 to 6 months depending upon when data is received.

In addition, there are new data requirements in the CARB rule such as emission release parameters that were not previously required and changes to emission factors/calculations from the uniform reporting workgroups.

CARB requires the Air Districts to start CTR in 2021 for Applicability 1 and 2 CTR facilities. Preparation for 2021 began in the fall of 2019, knowing that the Air District had to use existing tools. Applicability 1 includes facilities subject to CARB's Mandatory Reporting Requirements for GHG emissions. Applicability 2 applies to facilities that have emissions above 250 tons for any criteria pollutant. Eighty-seven (87) facilities are in the Applicability 1 and 2 categories. There are approximately 9,700 permitted facilities that would potentially be impacted by CTR when fully implemented. Until NPS is ready to handle CTR, staff is using existing systems and tools as well as manual processes to comply with CTR.

The Air District is tasked with transitioning and implementing CTR which is estimated to take eight (8) Full-Time Employees (FTE). Air District staff estimated this need considering both initial costs and on-going costs.

- Average staff cost of \$183,000 per fully-funded FTE
- 8 FTEs x \$183,000 = \$1,464,000

The first phase of this process is planning, designing, and testing NPS to handle CTR reporting while implementing CTR for Applicability 1 & 2 with current tools. The former primarily consists of Air District staff in the Engineering Division and the My Air Online Office, including contractors for programming NPS and the data model.

Air District staff will also work with the other air districts, the California Air Pollution Control Officers Association, and industry to develop uniform emissions inventory guidelines to be used for reporting emissions to the state. Implementation of these guidelines may require extensive programming to add new or modify emission factors and or emission calculation methodologies into the data systems.

When CTR is fully implemented in the new system with all applicable facilities, we estimate six (6) FTEs in Engineering, one (1) FTE in Information Technology, and one (1) FTE in Compliance & Enforcement (C&E)/Assessment, Inventory and Measurement (AIM) divisions are needed. As CTR impacts facilities in Applicability 3 and beyond, resources will provide outreach to help the smaller facilities comply with CTR. Long term, staff will be required for quality assurance and control, inventory processing, incremental improvements and compliance.

The proposed CTR fee is based on a percentage of a permitted facility's permit renewal fees of 4.4 percent. The CTR fee would be calculated without the AB 617 Community Health Impact Fee as part of the permit renewal fee. The CTR fee is capped at \$50,000. The permit renewal fee is a surrogate for the complexity and impact of a facility's

emissions. The CTR fee will be charged to all permitted facilities because the focus of the initial effort is to build a system and tools that will be used by all permitted facilities.

### **Fee Schedules:**

The following are specific details and or changes to fee schedules beyond the percent fee increase as shown in Table 1.

#### **Schedule Da: Gasoline Transfer at Gasoline Dispensing Facilities**

When an owner/operator submits a permit application for a new or modified gas dispensing facility (GDF), the evaluation may require a Health Risk Assessment (HRA). This work is recovered by the RAF, which is currently \$508. Before 2017, the HRA was analyzed using a more simplified screen based on only benzene emissions using a spreadsheet which could be done by a non-engineer. In 2017, the Air District implemented new risk assessment guidelines for modeling emissions for an HRA. This new method requires an air dispersion model, including terrain considerations, expanding meteorological data sets of 5-years, and including the full list of toxic air contaminants of benzene, ethylbenzene, toluene, xylene, hexane, and naphthalene. Because of its complexity, the HRA is done by a Senior Air Quality Engineer and takes considerably more time than the previous fee had recovered.

In 2020, fifteen (15) HRAs were performed for GDF HRA applications averaging 19.3 hours to complete. Based on the \$195 per hour of Air Quality Engineer II cost, the RAF should be \$3,770 to fully recover the work. This assessment did not consider that these HRAs are currently performed by senior level staff nor does it include review and approval of the HRA work.

The proposed change to the RAF for Schedule Da reflects this gap by increasing the fee to \$3,770 for new GDFs and increasing the current fee by 15 percent to \$584 for a modified GDF requiring an HRA.

#### **Schedule V: Open Burning**

The Air District is not proposing to increase fees for Prescribed Burning since cost of that activity is being recovered. Other open burning fee categories are proposed to be increased based on the Cost Recovery policy.

## **FEE REVENUE AND COSTS OF PROGRAM ACTIVITIES**

The 2021 Cost Recovery Study concluded that, for FYE 2020, fee revenue recovered 84.5 percent of regulatory program activity costs, with revenue of \$51.3 million and costs of \$48.3 million. This resulted in a shortfall based on a 3-year average, or cost recovery gap, of \$8.5 million which was filled by county tax revenue. The proposed fee

amendments for FYE 2022 are projected to increase overall Air District fee revenue by approximately \$3.8 million relative to fee revenue levels that would be expected without the amendments. Revenue in FYE 2022 is expected to remain below the Air District's regulatory program costs for both permitted and non-permitted sources.

For years, the Air District has implemented aggressive cost containment measures that included reducing capital expenditures and maintaining a hiring freeze that resulted in historically high staff vacancy rates.

In the FYE 2022 Budget, the Air District proposes to increase staffing levels from 415 FTEs to 441, with nine (9) new FTEs that are supported by fees. The proposal includes four (4) FTEs in the Engineering, four (4) FTEs in Compliance & Enforcement and one (1) FTE in Rule Development. If any or all FTEs are approved and hired, the cost of programs supported by fees will increase.

Over the past several years, the Air District has continued to implement several cost containment and efficiency-based strategies. Some of these strategies include timekeeping improvements, greater field capabilities, annual updates to cost recovery, improved public education, submittal of online permit applications, and availability of permit status online through NPS. Implementing these strategies have resulted in efficiencies as well as the ability to provide a higher service level. The Air District is actively transitioning to NPS, which currently includes an on-line portal for the regulated community for high-volume categories including gas stations, dry cleaners, auto body shops, other permit registrations, and asbestos notifications. This system will be expanding to additional facility types. These tools will increase efficiency and accuracy by allowing customers to submit applications, report data for the emissions inventory, pay invoices and have access to permit documents.

The Air District continues to be fiscally prudent by maintaining its reserves. Reserves address future capital equipment and facility needs, uncertainties in State funding and external factors affecting the economy that could impact the Air District's ability to balance its budgets.

## **5. STATUTORY AUTHORITY FOR PROPOSED FEE INCREASES**

The Air District is a regional regulatory agency, and its fees are used to recover the costs of issuing permits, performing inspections, and other associated regulatory activities. The Air District's fees fall into the category specified in Section 1(e) of Article XIII C of the California Constitution which specifies that charges of this type assessed to regulated entities to recover regulatory program activity costs are not taxes. The amount of fee revenue collected by the Air District has been clearly shown to be much less than the costs of the Air District's regulatory program activities both for permitted and non-permitted sources.

The Air District's fee regulation, with its various fee schedules, is used to allocate

regulatory program costs to fee payers in a manner which bears a fair or reasonable relationship to the payer's burden on, or benefits received from, regulatory activities. Permit fees are based on the type and size of the source being regulated, with minimum and maximum fees being set in recognition of the practical limits to regulatory costs that exist based on source size. Add-on fees are used to allocate costs of specific regulatory requirements that apply to some sources but not others (e.g., health risk screening fees, public notification fees, alternative compliance plan fees). Emissions-based fees are used to allocate costs of regulatory activities not reasonably identifiable with specific fee payers.

Since 2006, the Air District has used annual analyses of cost recovery performed at the fee-schedule level, which is based on data collected from a labor-tracking system, to adjust fees. These adjustments are needed as the Air District's regulatory program activities change over time based on changes in statutes, rules and regulations, enforcement priorities, and other factors.

State law authorizes air districts to adopt fee schedules to cover the costs of various air pollution programs. California Health and Safety Code (H&S Code) section 42311(a) provides authority for an air district to collect permit fees to cover the costs of air district programs related to permitted stationary sources. H&S Code section 42311(f) further authorizes the Air District to assess additional permit fees to cover the costs of programs related to toxic air contaminants. H&S Code section 41512.7(b) limits the allowable percentage increase in fees for authorities to construct and permits to operate to 15 percent per year.

H&S Code section 44380(a) authorizes air districts to adopt a fee schedule that recovers the costs to the air district and State agencies of the Air Toxics Hot Spots Program (AB 2588). The section provides the authority for the Air District to collect toxic inventory fees under Schedule N.

H&S Code section 42311(h) authorizes air districts to adopt a schedule of fees to cover the reasonable costs of the Hearing Board incurred as a result of appeals from air district decisions on the issuance of permits. Section 42364(a) provides similar authority to collect fees for the filing of applications for variances or to revoke or modify variances. These sections provide the authority for the Air District to collect Hearing Board fees under Schedule A.

H&S Code section 42311(g) authorizes air districts to adopt a schedule of fees to be assessed on area-wide or indirect sources of emissions, which are regulated but for which permits are not issued by the air district, to recover the costs of air district programs related to these sources. This section provides the authority for the Air District to collect asbestos fees (including fees for Naturally Occurring Asbestos operations), soil excavation reporting fees, registration fees for various types of regulated equipment, for Indirect Source Review, and fees for open burning.

The proposed fee amendments are in accordance with all applicable authorities. The Air

District fees subject to this rulemaking are in amounts no more than necessary to cover the reasonable costs of the Air District's regulatory activities, and the manner in which the Air District fees allocate those costs to a payer bear a fair and reasonable relationship to the payer's burdens on the Air District regulatory activities and benefits received from those activities. Permit fee revenue (after adoption of the proposed amendments) would still be well below the Air District's regulatory program activity costs associated with permitted sources. Similarly, fee revenue for non-permitted area wide sources would be below the Air District's costs of regulatory programs related to these sources. Hearing Board fee revenue would be below the Air District's costs associated with Hearing Board activities related to variances and permit appeals. Fee increases for authorities to construct and permits to operate would be less than 15 percent per year.

## **ASSOCIATED IMPACTS AND OTHER RULE DEVELOPMENT REQUIREMENTS**

### **EMISSIONS IMPACTS**

There will be no direct change in air emissions as a result of the proposed amendments.

### **ECONOMIC IMPACTS**

The Air District must, in some cases, consider the socioeconomic impacts and incremental costs of proposed rules or amendments. Section 40728.5(a) of the California H&S Code requires that socioeconomic impacts be analyzed whenever an air district proposes the adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations. The proposed fee amendments will not significantly affect air quality or emissions limitations, and so a socioeconomic impact analysis is not required.

Section 40920.6 of the H&S Code specifies that an air district is required to perform an incremental cost analysis for a proposed rule, if the purpose of the rule is to meet the requirement for best available retrofit control technology or for a feasible measure. The proposed fee amendments are not best available retrofit control technology requirements, nor are they a feasible measure required under the California Clean Air Act; therefore, an incremental cost analysis is not required.

The financial impact of the proposed fee amendments on small businesses depends on the fee schedule of the primary device/operation. Many small businesses operate only one or two permitted sources, and generally pay only the minimum permit renewal fees. Since Schedule R is proposed to have no increase, facilities with only registered sources would have no increase in FYE 2022. Whereas an auto body shop's primary operation is their painting operation which is charged to Schedule E with a higher proposed percent increase and would be charged the CTR fee. For the facilities shown in Table 4, increases in annual permit and registration renewal fees would be under \$100.

**Table 4. Changes in Annual Permit/Registration Renewal Fees for Typical Small Businesses**

Facility Type	Current Fees (prior to change)	Proposed Fees (post change)	Proposed Fee Increase	Proposed % Increase
Gas Station <sup>1,2</sup>	\$239	\$255	\$16	6
Dry Cleaner (registered) <sup>1</sup>	\$259	\$259	\$0	0
Auto Body Shop <sup>1,3</sup>	\$729	\$815	\$86	12
Back-up Generator <sup>1,3</sup>	\$382	\$405	\$23	6

1. Assuming facility has only one source.
2. Assuming source has one single-product gasoline nozzle.
3. Assuming source qualifies for minimum fee.

For larger facilities, such as refineries and power plants, increases in annual permit renewal fees would cover a considerable range due to differences in the facility's size, mix of emission sources, pollutant emission rates and applicable fee schedules.

As shown in Table 5, the FYE 2022 projected annual permit fee increase for the five Bay Area refineries would range from approximately 7.2 and 8.6 percent. The annual permit fee increase for power generating facilities shown in Table 6 would range from approximately 9.1 and 9.4 percent. Projected FYE 2022 fee increases are based on FYE 2020 material throughput data. Table 5 and 6 also include current Permit to Operate fees paid and historical annual fee increases.

**Table 5. Comparison of Petroleum Refinery Annual Permit Fee Increase/Decrease with Projected FYE 2022 Impact**

Facility	FYE 2020 % fee change, actual/predicted		FYE 2020 renewal fee	FYE 2021 % fee change, actual/predicted		FYE 2021 renewal fee	FYE 2022 <i>Projected*</i> , % fee change
Chevron	0.8	12	\$3.7 million	15.0	2.4	\$4.2 million	7.2
Martinez Refining Co.	1.3	11.7	\$3.5 million	17.4	2.4	\$4.1 million	8.0
Phillips 66	14.6	8.5	\$1.9 million	18.5	4.3	\$2.3 million	8.3
Valero	23.2	13.3	\$2.3 million	17.2	3.7	\$2.7 million	8.6
Tesoro**	22.3	1.9	\$2.9 million	8.3	3.2	\$3.1 million	7.7



**Table 6. Comparison of Power Plant Annual Permit Fee Increase/Decrease with Projected FYE 2022 Impact**

Facility	FYE 2020 % fee change, actual/predicted		FYE 2020 renewal fee	FYE 2021 % fee change, actual/predicted		FYE 2021 renewal fee*	FYE 2022, <u>Projected</u> % fee change**
Delta Energy	23.3	5.8	\$460,000	16.7	5.7	\$530,000	9.2
Los Medanos	-1.9	6.9	\$400,000	14.2	5.7	\$460,000	9.4
Gateway	8.2	6.0	\$360,000	10.0	5.7	\$390,000	9.3
Crockett Cogen	9.7	5.8	\$270,000	11.4	5.7	\$300,000	9.1

**ENVIRONMENTAL IMPACTS**

The California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq., and the CEQA Guidelines, 14 CCR 15000 et seq., require a government agency that undertakes or approves a discretionary project to prepare documentation addressing the potential impacts of that project on all environmental media. Certain types of agency actions are, however, exempt from CEQA requirements. The proposed fee amendments are exempt from the requirements of the CEQA under Section 15273 of the CEQA Guidelines, which state: "CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies...." (See also Public Resources Code Section 21080(b) (8)).

Section 40727.2 of the H&S Code imposes requirements on the adoption, amendment, or repeal of air district regulations. It requires an air district to identify existing federal and air district air pollution control requirements for the equipment or source type affected by the proposed change in air district rules. The air district must then note any differences between these existing requirements and the requirements imposed by the proposed change. This fee proposal does not impose a new standard, make an existing standard more stringent, or impose new or more stringent administrative requirements. Therefore, section 40727.2 of the H&S Code does not apply.

## **STATUTORY FINDINGS**

Pursuant to H&S Code section 40727, regulatory amendments must meet findings of necessity, authority, clarity, consistency, non-duplication, and reference. The proposed amendments to Regulation 3:

- Are necessary to fund the Air District's efforts to attain and maintain federal and state air quality standards, and to reduce public exposure to toxic air contaminants;
- Are authorized by H&S Code sections 42311, 42311.2, 41512.7, 42364, 44380 and 40 CFR Part 70.9;
- Are clear, in that the amendments are written so that the meaning can be understood by the affected parties;
- Are consistent with other Air District rules, and not in conflict with any state or federal law;
- Are not duplicative of other statutes, rules or regulations; and
- Reference H&S Code sections 42311, 42311.2, 41512.7, 42364, 44380 and 40 CFR Part 70.9.

## **RULE DEVELOPMENT PROCESS**

The Air District established a Budget Advisory Group (BAG) to make the process more transparent and provide opportunities for early input from stakeholders. At the first meeting, the group discussed this year's budget calendar, the state of the economy, cost recovery, last year's adopted and this year's proposed Fee Regulation Amendments, and the Fee Amendments relationship to the Air District's budget. The workgroup is comprised of the chair and vice-chair of the Air District's Administration Committee, Air District staff, and regulated industry associations. Air District staff did outreach to small business associations such as those representing auto body shops, retail gas dispensing facilities and dry cleaners, but none elected to participate this year. Staff will continue to outreach to these and other associations going forward.

The following are the key dates and activities in the rule development process:

<b>Rule Development Step</b>	<b>Date</b>
Budget Advisory Group meeting #1	January 19, 2021
Distribution of public workshop notice	February 5, 2021
Public workshop	February 18, 2021
Budget Advisory Group meeting #2	March 11, 2021
Board of Directors' Administration Committee briefing	March 17, 2021
Written workshop comments due	March 19, 2021

<b>Rule Development Step</b>	<b>Date</b>
Board of Directors first public hearing to receive testimony	April 7, 2021
June 16 Public Hearing notice published	April 28, 2021
Written Public Hearing #1 comments due	April 30, 2021
Board of Directors second public hearing to consider adoption	June 16, 2021
Proposed fee amendments effective date	July 1, 2021

The Air District distributed the notice for a public workshop to all Air District-permitted and registered facilities, asbestos contractors, and other potentially interested stakeholders and posted on the Air District website.

All working meetings, the public workshop, briefings to the board committees, the public hearing were held virtually due to the Covid-19 pandemic. The Board of Directors held their meetings as a webinar pursuant to the provisions of the Governor's Executive Order N-29-20.

Under H&S Code section 41512.5, the adoption or revision of fees for non-permitted sources requires two public hearings that are held at least 30 days apart from one another. This provision applies to Schedule L: Asbestos Operations, Schedule Q: Excavation of Contaminated Soil and Removal of Underground Storage Tanks, Schedule R: Equipment Registration Fees, Schedule S: Naturally Occurring Asbestos Operations, Schedule U: Indirect Source Fees, and Schedule V: Open Burning.

## **PUBLIC COMMENTS**

The District held a public workshop on February 18, 2021 to discuss draft amendments to Regulation 3: Fees. There were sixteen (16) attendees on the Zoom webinar. The recording of the workshop was also posted for interested parties to view after the workshop. The Western States Petroleum Association (WSPA) and the California Council for Environmental and Economic Balance (CCEEB) submitted comment from the workshop on March 19. CCEEB submitted comments from the first Public Hearing on April 30.

The workshop and public hearing written comments along with Air District responses are documented in Appendix C

## **CONCLUSIONS**

Air District staff finds that the proposed fee amendments meet the findings of necessity, authority, clarity, consistency, non-duplication and reference specified in H&S Code

section 40727. The proposed amendments:

- Are necessary to fund the Air District's efforts to attain and maintain federal and state air quality standards, and to reduce public exposure to toxic air contaminants;
- Are authorized by H&S Code sections 42311, 42311.2, 41512.7, 42364, 44380 and 40 CFR Part 70.9;
- Are clear, in that the amendments are written so that the meaning can be understood by the affected parties;
- Are consistent with other Air District rules, and not in conflict with any state or federal law;
- Are not duplicative of other statutes, rules or regulations; and
- Reference H&S Code sections 42311, 42311.2, 41512.7, 42364, 44380 and 40 CFR Part 70.9.

The proposed fee amendments will be used by the Air District to recover the costs of issuing permits, performing inspections, and other associated regulatory activities. The Air District fees subject to this rulemaking are in amounts no more than necessary to cover the reasonable costs of the Air District's regulatory activities, and the manner in which the Air District fees allocate those costs to a payer bear a fair and reasonable relationship to the payer's burdens on the Air District regulatory activities and benefits received from those activities. After adoption of the proposed amendments, permit fee revenue would still be below the Air District's regulatory program activity costs associated with permitted sources. Similarly, fee revenue for non-permitted sources would be below the Air District's costs of regulatory programs related to these sources. Fee increases for authorities to construct and permits to operate would not exceed 15 percent per year as required under H&S Code section 41512.7. The proposed amendments to Regulation 3 are exempt from the requirements of the CEQA under Section 15273 of the CEQA Guidelines.

**APPENDIX A:  
COST RECOVERY POLICY  
(Adopted March 7, 2012)**

## **COST RECOVERY POLICY FOR BAY AREA AIR QUALITY MANAGEMENT DISTRICT REGULATORY PROGRAMS**

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### **PURPOSE**

WHEREAS, the District has the primary authority for the control of air pollution from all sources of air emissions located in the San Francisco Bay Area, other than emissions from motor vehicles, in accordance with the provisions of Health & Safety Code sections 39002 and 40000.

WHEREAS, the District is responsible for implementing and enforcing various District, State, and federal air quality regulatory requirements that apply to non-vehicular sources.

WHEREAS, the District's regulatory programs involve issuing permits, performing inspections, and other associated activities.

WHEREAS, the District is authorized to assess fees to regulated entities for the purpose of recovering the reasonable costs of regulatory program activities, and these authorities include those provided for in California Health and Safety Code sections 42311, 42364, and 44380.

WHEREAS, the District's fees fall within the categories provided in Section 1(e) of Article XIII C of the California Constitution, which indicates that charges assessed to regulated entities to recover regulatory program activity costs, and charges assessed to cover the cost of conferring a privilege or providing a service, are not taxes.

WHEREAS, the District has adopted, and periodically amends, a fee regulation for the purpose of recovering regulatory program activity costs, and this regulation with its various fee schedules, is used to allocate costs to fee payers in a manner which bears a fair or reasonable relationship to the payer's burden on, or benefits received from, regulatory activities.

WHEREAS, the District analyzes whether assessed fees result in the collection of sufficient revenue to recover the costs of related program activities; these analyses have included contractor-conducted fee studies completed in 1999, 2005, and 2011, and annual District staff-conducted cost recovery updates completed in 2006 through 2010. Each fee study and cost recovery update completed revealed that District fee revenue falls significantly short of recovering the costs of related program activities.

WHEREAS, the District's most recently completed fee study (*Cost Recovery and Containment Study, Bay Area Air Quality Management District*, Final Report, Matrix Consulting Group, March 9, 2011) concluded that in Fiscal Year Ending (FYE) 2010, the District recovered approximately 62 percent of its fee-related activity costs, resulting in an under-recovery of costs (i.e., a cost recovery gap), and a subsidy to fee payers, of approximately \$16.8 million, and that this cost recovery gap resulted despite the

implementation of a number of strategies to contain costs.

WHEREAS, cost recovery analyses have indicated that the District's Fee Schedule P: Major Facility Review Fees, which establishes fees for program activities associated with the Title V permit program, has under-recovered costs by an average of \$3.4 million per year over the period FYE 2004 through FYE 2010.

WHEREAS, the District's Board of Directors has recognized since 1999 that the District's cost recovery gap has been an issue that needs to be addressed, and since that time has adopted annual fee amendments in order to increase fee revenue.

WHEREAS, in addition to fee revenue, the District receives revenue from Bay Area counties that is derived from property taxes, and a large portion of this tax revenue has historically been used on an annual basis to fill the cost recovery gap.

WHEREAS, the tax revenue that the District receives varies on a year-to-year basis, and cannot necessarily be relied on to fill the cost recovery gap and also cover other District expenses necessitating, in certain years, the use of reserve funds.

WHEREAS, tax revenue that the District receives, to the extent that it is not needed to fill the cost recovery gap, can be used to fund initiatives or programs that may further the District's mission but that lack a dedicated funding source.

WHEREAS, it may be appropriate as a matter of policy to establish specific fee discounts for small businesses, green businesses, or other regulated entities or members of the public, where tax revenue is used to cover a portion of regulatory program activity costs, and the District's existing fee regulation contains several fee discounts of this type.

## **POLICY**

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bay Area Air Quality Management District that:

**(1) Cost Containment** –In order to ensure that the costs of its regulatory programs remain reasonable, the District should continue to implement feasible cost containment measures, including the use of appropriate best management practices, without compromising the District's effective implementation and enforcement of applicable regulatory requirements. The District's annual budget documents should include a summary of cost containment measures that are being implemented.

**(2) Analysis of Cost Recovery** – The District should continue to analyze the extent to which fees recover regulatory program activity costs, both on an overall basis, and at the level of individual fee schedules. These cost recovery analyses should be periodically completed by a qualified District contractor, and should be updated on an annual basis by District staff using a consistent methodology.

**(3) Cost Recovery Goals** – It is the general policy of the District, except as otherwise noted below, that the costs of regulatory program activities be fully recovered by assessing fees to regulated entities. In order to move towards this goal, the District should amend its fee regulation over the next four years, in conjunction with the adoption of budgets for Fiscal Year Ending (FYE) 2013 through FYE 2016, in a manner sufficient to increase overall recovery of regulatory program activity costs to 85 percent. Amendments to specific fee schedules should also be made in consideration of cost recovery analyses conducted at the fee schedule-level, with larger increases being adopted for the schedules that have the larger cost recovery gaps. This includes Fee Schedule P: Major Facility Review Fees, which has been determined to under-recover costs by a significant amount. Newly adopted regulatory measures should include fees that are designed to recover increased regulatory program activity costs associated with the measure, unless the Board of Directors determines that a portion of those costs should be covered by tax revenue. Tax revenue should also continue to be used to subsidize existing fee discounts that the District provides (e.g., for small businesses, green businesses, and third-party permit appeals), and to cover the cost of the District’s wood smoke enforcement program.

BE IT FURTHER RESOLVED that this resolution is non-binding in the case of unforeseen financial circumstances, and may also be reconsidered or updated by the District’s Board of Directors.



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## REGULATION 3 FEES

(Adopted June 18, 1980)

### 3-100 GENERAL

**3-101 Description:** This regulation establishes the regulatory fees charged by the District.  
*(Amended 7/6/83, 11/2/83, 2/21/90, 12/16/92, 8/2/95, 12/2/98, 5/21/03, 5/21/08, 5/20/09, 6/19/13)*

**3-102 Deleted July 12, 1989**

**3-103 Exemption, Abatement Devices:** Installation, modification, or replacement of abatement devices on existing sources are subject to fees pursuant to Section 3-302.3. All abatement devices are exempt from annual permit renewal fees. However, emissions from abatement devices, including any secondary emissions, shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, P, and T.

*(Amended 6/4/86; 7/1/98; 6/7/00; 5/21/08)*

**3-104 Deleted August 2, 1995**

**3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees:** Fees shall not be required, pursuant to Section 3-322, for operations associated with the excavation of contaminated soil and the removal of underground storage tanks if one of the following is met:

105.1 The tank removal operation is being conducted within a jurisdiction where the APCO has determined that a public authority has a program equivalent to the District program and persons conducting the operations have met all the requirements of the public authority.

105.2 Persons submitting a written notification for a given site have obtained an Authority to Construct or Permit to Operate in accordance with Regulation 2, Rule 1, Section 301 or 302. Evidence of the Authority to Construct or the Permit to Operate must be provided with any notification required by Regulation 8, Rule 40.

*(Adopted 1/5/94; Amended 5/21/03)*

**3-106 Deleted December 2, 1998**

**3-107 Exemption, Sources Exempt from Permit Requirements:** Any source that is exempt from permit requirements pursuant to Regulation 2, Rule 1, Sections 103 through 128 is exempt from permit fees. However, emissions from exempt sources shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, and P.

*(Adopted 6/7/00)*

### 3-200 DEFINITIONS

**3-201 Cancelled Application:** Any application which has been withdrawn by the applicant or cancelled by the APCO for failure to pay fees or to provide the information requested to make an application complete.

*(Amended 6/4/86, 4/6/88)*

**3-202 Gasoline Dispensing Facility:** Any stationary facility which dispenses gasoline directly into the fuel tanks of vehicles, such as motor vehicles, aircraft or boats. The facility shall be treated as a single source which includes all necessary equipment for the exclusive use of the facility, such as nozzles, dispensers, pumps, vapor return lines, plumbing and storage tanks.

*(Amended 2/20/85)*

**3-203 Filing Fee:** A fixed fee for each source in an authority to construct.

*(Amended 6/4/86)*

**3-204 Initial Fee:** The fee required for each new or modified source based on the type and size of the source. The fee is applicable to new and modified sources seeking to obtain an authority to construct. Operation of a new or modified source is not allowed until the permit to operate fee is paid.

- (Amended 6/4/86)*
- 3-205 Authority to Construct:** Written authorization from the APCO, pursuant to Section 2-1-301, for a source to be constructed or modified or for a source whose emissions will be reduced by the construction or modification of an abatement device.
- (Amended June 4, 1986)*
- 3-206 Modification:** See Section 1-217 of Regulation 1.
- 3-207 Permit to Operate Fee:** The fee required for the annual renewal of a permit to operate or for the first year of operation (or prorated portion thereof) of a new or modified source which received an authority to construct.
- (Amended 6/4/86, 7/15/87, 12/2/98, 6/7/00)*
- 3-208 Deleted June 4, 1986**
- 3-209 Small Business:** A business with no more than 10 employees and gross annual income of no more than \$750,000 that is not an affiliate of a non-small business.
- (Amended 6/4/86, 6/6/90, 6/7/00, 6/15/05, 6/16/10)*
- 3-210 Solvent Evaporating Source:** Any source utilizing organic solvent, as part of a process in which evaporation of the solvent is a necessary step. Such processes include, but are not limited to, solvent cleaning operations, painting and surface coating, rotogravure coating and printing, flexographic printing, adhesive laminating, etc. Manufacture or mixing of solvents or surface coatings is not included.
- (Amended 7/3/91)*
- 3-211 Source:** See Section 1-227 of Regulation 1.
- 3-212 Deleted August 2, 1995**
- 3-213 Major Stationary Source:** For the purpose of Schedule M, a major stationary source shall be any District permitted plant, building, structure, stationary facility or group of facilities under the same ownership, leasehold, or operator which, in the base calendar year, emitted to the atmosphere organic compounds, oxides of nitrogen (expressed as nitrogen dioxide), oxides of sulfur (expressed as sulfur dioxide), or PM<sub>10</sub> in an amount calculated by the APCO equal to or exceeding 50 tons per year.
- (Adopted 11/2/83; Amended 2/21/90, 6/6/90, 8/2/95, 6/7/00)*
- 3-214 Deleted October 20, 1999, effective March 1, 2000**
- 3-215 Deleted October 20, 1999, effective March 1, 2000**
- 3-216 Deleted October 20, 1999, effective March 1, 2000**
- 3-217 Deleted October 20, 1999, effective March 1, 2000**
- 3-218 Deleted October 20, 1999, effective March 1, 2000**
- 3-219 Deleted October 20, 1999, effective March 1, 2000**
- 3-220 Deleted October 20, 1999, effective March 1, 2000**
- 3-221 Deleted October 20, 1999, effective March 1, 2000**
- 3-222 Deleted October 20, 1999, effective March 1, 2000**
- 3-223 Start-up Date:** Date when new or modified equipment under an authority to construct begins operating. The holder of an authority to construct is required to notify the APCO of this date at least 3 days in advance. For new sources, or modified sources whose authorities to construct have expired, operating fees are charged from the startup date.
- (Adopted 6/4/86; Amended 6/6/90)*
- 3-224 Permit to Operate:** Written authorization from the APCO pursuant to Section 2-1-302.
- (Adopted 6/4/86; Amended 6/7/00)*
- 3-225 Deleted June 3, 2015**
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987:** The Air Toxics "Hot Spots" Information and Assessment Act of 1987 directs the California Air Resources Board and the Air Quality Management Districts to collect information from industry on emissions of potentially toxic air contaminants and to inform the public about such emissions and their impact on public health. It also directs the Air Quality Management District to collect fees sufficient to cover the necessary state and District costs of implementing the program.
- (Adopted 10/21/92; Amended 6/15/05)*
- 3-227 Toxic Air Contaminant, or TAC:** An air pollutant that may cause or contribute to an increase in mortality or in serious illness or that may pose a present or potential hazard to human health. For the purposes of this rule, TACs consist of the substances listed in Table 2-5-1 of Regulation

2, Rule 5.

*(Adopted 10/21/92; Amended 6/15/05)*

**3-228 Deleted December 2, 1998**

**3-229 Deleted December 2, 1998**

**3-230 Deleted December 2, 1998**

**3-231 Deleted December 2, 1998**

**3-232 Deleted December 2, 1998**

**3-233 Deleted December 2, 1998**

**3-234 Deleted December 2, 1998**

**3-235 Deleted December 2, 1998**

**3-236 Deleted December 2, 1998**

**3-237 PM<sub>10</sub>:** See Section 2-1-229 of Regulation 2, Rule 1.

*(Adopted 6/7/00)*

**3-238 Risk Assessment Fee:** Fee for a new or modified source of toxic air contaminants for which a health risk assessment (HRA) is required under Regulation 2-5-401, for an HRA required under Regulation 11, Rule 18, or for an HRA prepared for other purposes (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402).

*(Adopted 6/15/05; Amended 6/21/17)*

**3-239 Toxic Surcharge:** Fee paid in addition to the permit to operate fee for a source that emits one or more toxic air contaminants at a rate which exceeds a chronic trigger level listed in Table 2-5-1.

*(Adopted 6/15/05)*

**3-240 Biogenic Carbon Dioxide:** Carbon dioxide emissions resulting from materials that are derived from living cells, excluding fossil fuels, limestone and other materials that have been transformed by geological processes. Biogenic carbon dioxide originates from carbon (released in the form of emissions) that is present in materials that include, but are not limited to, wood, paper, vegetable oils, animal fat, and food, animal and yard waste.

*(Adopted 5/21/08)*

**3-241 Green Business:** A business or government agency that has been certified under the Bay Area Green Business Program coordinated by the Association of Bay Area Governments and implemented by participating counties.

*(Adopted 6/19/10)*

**3-242 Incident:** A non-routine release of an air contaminant that may cause adverse health consequences to the public or to emergency personnel responding to the release, or that may cause a public nuisance or off-site environmental damage.

*(Adopted 6/19/13)*

**3-243 Incident Response:** The District's response to an incident. The District's incident response may include the following activities: i) inspection of the incident-emitting equipment and facility records associated with operation of the equipment; ii) identification and analysis of air quality impacts, including without limitation, identifying areas impacted by the incident, modeling, air monitoring, and source sampling; iii) engineering analysis of the specifications or operation of the equipment; and iv) administrative tasks associated with processing complaints and reports.

*(Adopted 6/19/13)*

**3-244 Permit to Operate Renewal Date:** The first day of a Permit to Operate's Permit Renewal Period.

*(Adopted 6/19/13)*

**3-245 Permit Renewal Period:** The length of time the source is authorized to operate pursuant to a Permit to Operate.

*(Adopted 6/19/13)*

### **3-300 STANDARDS**

**3-301 Hearing Board Fees:** Applicants for variances or appeals or those seeking to revoke or modify variances or abatement orders or to rehear a Hearing Board decision shall pay the applicable fees, including excess emission fees, set forth in Schedule A.

(Amended 6/7/00)

**3-302 Fees for New and Modified Sources:** Applicants for authorities to construct and permits to operate new sources shall pay for each new source: a filing fee of \$516, the initial fee, the risk assessment fee, the permit to operate fee, and toxic surcharge (given in Schedules B, C, D, E, F, H, I or K). Applicants for authorities to construct and permits to operate modified sources shall pay for each modified source, a filing fee of \$516, the initial fee, the risk assessment fee, and any incremental increase in permit to operate and toxic surcharge fees. Where more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. If any person requests more than three HRA scenarios required pursuant to Regulation 2, Rule 5 in any single permit application, they shall pay an additional risk assessment fee for each of these scenarios. Except for gasoline dispensing facilities (Schedule D) and semiconductor facilities (Schedule H), the size to be used for a source when applying the schedules shall be the maximum size the source will have after the construction or modification. Where applicable, fees for new or modified sources shall be based on maximum permitted usage levels or maximum potential to emit including any secondary emissions from abatement equipment. The fee rate applied shall be based on the fee rate in force on the date the application is declared by the APCO to be complete according to 2-1-402, excluding 2-1-402.3 fees. The APCO may reduce the fees for new and modified sources by an amount deemed appropriate if the owner or operator of the source attends an Industry Compliance School sponsored by the District.

302.1 **Small Business Discount:** If an applicant qualifies as a small business and the source falls under schedules B, C, D (excluding gasoline dispensing facilities), E, F, H, I or K, the filing fee, initial fee, and risk assessment fee shall be reduced by 50%. All other applicable fees shall be paid in full. If an applicant also qualifies for a Green Business Discount, only the Small Business Discount (i.e., the 50% discount) shall apply.

302.2 Deleted July 3, 1991

302.3 **Fees for Abatement Devices:** Applicants for an authority to construct and permit to operate abatement devices where there is no other modification to the source shall pay a \$516 filing fee and initial and risk assessment fees that are equivalent to 50% of the initial and risk assessment fees for the source being abated, not to exceed a total of \$10,747. For abatement devices abating more than one source, the initial fee shall be 50% of the initial fee for the source having the highest initial fee.

302.4 **Fees for Reactivated Sources:** Applicants for a Permit to Operate reactivated, previously permitted equipment shall pay the full filing, initial, risk assessment, permit, and toxic surcharge fees.

302.5 Deleted June 3, 2015

302.6 **Green Business Discount:** If an applicant qualifies as a green business, the filing fee, initial fee, and risk assessment fee shall be reduced by 10%. All other applicable fees shall be paid in full.

*(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**3-303 Back Fees:** An applicant required to obtain a permit to operate existing equipment in accordance with District regulations shall pay back fees equal to the permit to operate fees and toxic surcharges given in the appropriate Schedule (B, C, D, E, F, H, I or K) prorated from the effective date of permit requirements. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. The applicant shall also pay back fees equal to toxic inventory fees pursuant to Section 3-320 and Schedule N. The maximum back fee shall not exceed a total of five years' permit, toxic surcharge, and toxic inventory fees. An owner/operator required to register existing equipment in accordance with District regulations shall pay back fees equal to the annual renewal fee given in Schedule R prorated from the effective date of registration requirements, up to a maximum of five years.

*(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 10/8/97, 6/15/05, 5/20/09)*

**3-304 Alteration:** Except as provided below, an applicant to alter an existing permitted source shall pay the filing fee and 50% of the initial fee for the source, provided that the alteration does not result in an increase in emissions of any regulated air pollutant. For gasoline dispensing



facilities subject to Schedule D, an applicant for an alteration shall pay a fee of 1.75 times the filing fee.

304.1 Schedule D Fees: Applicants for alteration to a gasoline dispensing facility subject to Schedule D shall pay a fee of 1.75 times the filing fee.

304.2 Schedule G Fees: Applicants for alteration to a permitted source subject to Schedule G-3, G-4, or G-5 shall pay the filing fee, 100% of the initial fee, and, if District regulations require a health risk assessment of the alteration, the risk assessment fee provided for in Schedule G-2. The applicant shall pay the permit renewal and the toxic surcharge fees applicable to the source under Schedules G-3, G-4, or G-5.

*(Amended 6/4/86, 11/15/00, 6/2/04, 6/3/15, 6/15/16, 6/6/18, 6/5/19)*

**3-305 Cancellation or Withdrawal:** There will be no refund of the initial fee and filing fee if an application is cancelled or withdrawn. There will be no refund of the risk assessment fee if the risk assessment has been conducted prior to the application being cancelled or withdrawn. If an application for identical equipment for the same project is submitted within six months of the date of cancellation or withdrawal, the initial fee will be credited in full against the fee for the new application.

*(Amended 7/6/83, 4/6/88, 10/8/97, 6/15/05, 6/21/17, 6/XX/21)*

**3-306 Change in Conditions:** If an applicant applies to change the conditions on an existing authority to construct or permit to operate, the applicant will pay the following fees. There will be no change in anniversary date.

306.1 Administrative Condition Changes: An applicant applying for an administrative change in permit conditions shall pay a fee equal to the filing fee for a single source, provided the following criteria are met:

1.1 The condition change applies to a single source or a group of sources with shared permit conditions.

1.2 The condition change does not subject the source(s) to any District Regulations or requirements that were not previously applicable.

1.3 The condition change does not result in any increase in emissions of POC, NPOC, NO<sub>x</sub>, CO, SO<sub>2</sub>, or PM<sub>10</sub> at any source or the emission of a toxic air contaminant above the trigger levels identified in Table 2-5-1

1.4 The condition change does not require a public notice.

306.2 Other Condition Changes: Applicant shall pay the filing, initial, and risk assessment fees required for new and modified equipment under Section 3-302. If the condition change will result in higher permit to operate fees, the applicant shall also pay any incremental increases in permit to operate fees and toxic surcharges.

*(Amended 7/6/83, 6/4/86, 6/6/90, 10/8/97, 6/7/00, 6/15/05, 6/21/17)*

**3-307 Transfers:** The owner/operator of record is the person to whom a permit is issued or, if no permit has yet been issued to a facility, the person who applied for a permit. Permits are valid only for the owner/operator of record. Upon submittal of a \$102 transfer of ownership fee, permits are re-issued to the new owner/operator of record with no change in expiration dates.

*(Amended 2/20/85, 6/4/86, 11/5/86, 4/6/88, 10/8/97, 5/1/02, 5/21/03, 6/02/04, 6/19/13, 6/4/14, 6/15/16)*

**3-308 Change of Location:** An applicant who wishes to move an existing source, which has a permit to operate, shall pay no fee if the move is on the same facility. If the move is not on the same facility, the source shall be considered a new source and subject to Section 3-302. This section does not apply to portable permits meeting the requirements of Regulation 2-1-220 and 413.

*(Amended 7/6/83; 6/4/86; 6/15/05)*

**3-309** Deleted June 21, 2017

**3-310 Fee for Constructing Without a Permit:** An applicant for an authority to construct and a permit to operate a source, which has been constructed or modified without an authority to construct, shall pay the following fees:

310.1 Sources subject to permit requirements on the date of initial operation shall pay fees for new construction pursuant to Section 3-302, any back fees pursuant to Section 3-303, and a late fee equal to 100% of the initial fee. A modified gasoline dispensing facility subject to Schedule D that is not required to pay an initial fee shall pay fees for a modified source pursuant to Section 3-302, back fees, and a late fee equal to 100% of the filing fee.

- 310.2 Sources previously exempt from permit requirements that lose their exemption due to changes in District, state, or federal regulations shall pay a permit to operate fee and toxic surcharge for the coming year and any back fees pursuant to Section 3-303.
- 310.3 Sources previously exempt from permit requirements that lose their exemption due to a change in the manner or mode of operation, such as an increased throughput, shall pay fees for new construction pursuant to Section 3-302. In addition, sources applying for permits after commencing operation in a non-exempt mode shall also pay a late fee equal to 100% of the initial fee and any back fees pursuant to Section 3-303.
- 310.4 Sources modified without a required authority to construct shall pay fees for modification pursuant to Section 3-302 and a late fee equal to 100% of the initial fee.

*(Amended 7/6/83, 4/18/84, 6/4/86, 6/6/90, 7/3/91, 8/2/95, 10/8/97, 6/02/04, 6/15/05, 6/6/12)*

**3-311 Emission Banking Fees:** An applicant to bank emissions for future use, to convert an emission reduction credit (ERC) into an Interchangeable Emission Reduction Credit (IERC), or to transfer ownership of ERCs shall pay the following fees:

- 311.1 Banking ERCs: An applicant to bank emissions for future use shall pay a filing fee of \$516 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.2 Converting Existing ERCs: An applicant to convert an existing ERC into an IERC shall pay a filing fee of \$516 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.3 Transferring ERC Ownership: An applicant to transfer an ERC it currently owns to another owner shall pay a filing fee of \$516.

*(Amended 7/6/83, 6/4/86, 7/15/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**3-312 Emission Caps and Alternative Compliance Plans:** Any facility which elects to use an alternative compliance plan contained in:

- 312.1 Regulation 8 ("bubble") to comply with a District emission limitation or to use an annual or monthly emission limit to acquire a permit in accordance with the provisions of Regulation 2, Rule 2, shall pay an additional annual fee equal to fifteen percent of the total plant permit to operate fee.
- 312.2 Regulation 2, Rule 9, or Regulation 9, Rule 10 shall pay an annual fee of \$1,305 for each source included in the alternative compliance plan, not to exceed \$13,053.

*(Adopted 5/19/82; Amended 6/4/86, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/23/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19)*

**3-313 Deleted May 19, 1999**

**3-314 Deleted August 2, 1995**

**3-315 Costs of Environmental Documentation:** An applicant for an Authority to Construct shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, the District's costs of performing any environmental evaluation and preparing and filing any documents pursuant to the California Environmental Quality Act (Public Resources Code, Section 21000, et seq), including the costs of any outside consulting assistance which the District may employ in connection with the preparation of any such evaluation or documentation, as well as the District's reasonable internal costs (including overhead) of processing, reviewing, or filing any environmental evaluation or documentation.

*(Adopted 12/18/85; Amended 5/1/02, 6/3/15)*

**3-316 Deleted June 6, 1990**

**3-317 Asbestos Operation Fees:** After July 1, 1988, persons submitting a written plan, as required by Regulation 11, Rule 2, Section 401, to conduct an asbestos operation shall pay the fee given in Schedule L.

*(Adopted 7/6/88; Renumbered 9/7/88; Amended 8/2/95)*

**3-318 Public Notice Fee, Schools:** Pursuant to Section 42301.6(b) of the Health and Safety Code, an applicant for an authority to construct or permit to operate subject to the public notice requirements of Regulation 2-1-412 shall pay, in addition to the fees required under Section 3-

302 and in any applicable schedule, a fee to cover the expense of preparing and distributing the public notices to the affected persons specified in Regulation 2-1-412 as follows:

318.1 A fee of \$2,272 per application, and

318.2 The District's cost exceeding \$2,272 of preparing and distributing the public notice.

318.3 The District shall refund to the applicant the portion of any fee paid under this Section that exceeds the District's cost of preparing and distributing the public notice.

*(Adopted 11/1/89; Amended 10/8/97, 7/1/98, 5/19/99, 6/7/00, 5/21/03, 6/2/04, 6/16/10, 6/15/16, 6/21/17, 6/6/18)*

**3-319 Major Stationary Source Fees:** Any major stationary source emitting 50 tons per year of organic compounds, sulfur oxides, nitrogen oxides, or PM<sub>10</sub> shall pay a fee based on Schedule M. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

*(Adopted 6/6/90; Amended 8/2/95, 6/7/00)*

**3-320 Toxic Inventory Fees:** Any facility that emits one or more toxic air contaminants in quantities above a minimum threshold level shall pay an annual fee based on Schedule N. This fee will be in addition to permit to operate, toxic surcharge, and other fees otherwise authorized to be collected from such facilities.

320.1 An applicant who qualifies as a small business under Regulation 3-209 shall pay a Toxic Inventory Fee as set out in Schedule N up to a maximum fee of \$10,207 per year.

*(Adopted 10/21/92; Amended 5/19/99, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 5/4/11, 6/15/16, 6/21/17, 6/5/19, 6/XX/21)*

**3-321 Deleted December 2, 1998**

**3-322 Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees:** Persons submitting a written notification for a given site to conduct either excavation of contaminated soil or removal of underground storage tanks as required by Regulation 8, Rule 40, Section 401, 402, 403 or 405 shall pay a fee based on Schedule Q.

*(Adopted 1/5/94; Amended 8/2/95; 5/21/03)*

**3-323 Pre-Certification Fees:** An applicant seeking to pre-certify a source, in accordance with Regulation 2, Rule 1, Section 415, shall pay the filing fee, initial fee and permit to operate fee given in the appropriate schedule.

*(Adopted June 7, 1995)*

**3-324 Deleted June 7, 2000**

**3-325 Deleted December 2, 1998**

**3-326 Deleted December 2, 1998**

**3-327 Permit to Operate, Renewal Fees:** After the expiration of the initial permit to operate, the permit to operate shall be renewed on an annual basis or other time period as approved by the APCO. The fee required for the renewal of a permit to operate is the permit to operate fee and toxic surcharge listed in Schedules B, C, D, E, F, H, I, and K, prorated for the period of coverage. When more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. This renewal fee is applicable to all sources required to obtain permits to operate in accordance with District regulations. The permit renewal invoice shall also specify any applicable major stationary source fees based on Schedule M, toxic inventory fees based on Schedule N, major facility review fees based on Schedule P, greenhouse gas fees based on Schedule T, petroleum refining emissions tracking fees based on Schedule W, and community air monitoring fees based on Schedule X. Where applicable, renewal fees shall be based on actual usage or emission levels that have been reported to or calculated by the District.

327.1 **Renewal Processing Fee:** In addition, the facility shall also pay a processing fee at the time of renewal that covers each Permit Renewal Period as follows:

1.1 \$102 for facilities with one permitted source, including gasoline dispensing facilities,

1.2 \$201 for facilities with 2 to 5 permitted sources,

1.3 \$401 for facilities with 6 to 10 permitted sources,

1.4 \$602 for facilities with 11 to 15 permitted sources,

1.5 \$799 for facilities with 16 to 20 permitted sources,

1.6 \$999 for facilities with more than 20 permitted sources.

327.2 Assembly Bill 617 Community Health Impact Fee: An owner/operator of a permitted facility subject to Schedule P (Major Facility Review Fees) shall pay an Assembly Bill 617 community health impact fee of 5.7 percent of the facility's total renewal fee, up to a maximum fee of \$100,000 per year per facility owner.

327.3 Criteria Pollutant and Toxic Emissions Reporting (CTR): The owner/operator of a permitted facility shall pay a CTR fee of 4.4 percent of the facility's total renewal fee, up to a maximum fee of \$50,000 per year.

*(Adopted 6/7/00; Amended 6/2/04, 6/16/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/XX/21)*

**3-328 Fee for OEHHA Risk Assessment Reviews:** Any facility that submits a health risk assessment to the District in accordance with Section 44361 of the California Health and Safety Code shall pay any fee requested by the State Office of Environmental Health Hazard Assessment (OEHHA) for reimbursement of that agency's costs incurred in reviewing the risk assessment.

*(Adopted 6/7/00)*

**3-329 Fees for New Source Review Health Risk Assessment:** Any person required to submit a health risk assessment (HRA) pursuant to Regulation 2-5-401 shall pay an appropriate Risk Assessment Fee pursuant to Regulation 3-302 and Schedules B, C, D, E, F, H, I or K. In addition, any person that requests that the District prepare or review an HRA (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402) shall pay a Risk Assessment Fee. A Risk Assessment Fee shall be assessed for each source that is proposed to emit a toxic air contaminant (TAC) at a rate that exceeds a trigger level in Table 2-5-1: Toxic Air Contaminant Trigger Levels. If a project requires an HRA due to total project emissions, but TAC emissions from each individual source are less than the Table 2-5-1 trigger levels, a Risk Assessment Fee shall be assessed for the source in the project with the highest TAC emissions.

*(Adopted 6/15/05; Amended 6/21/17)*

**3-330 Fee for Renewing an Authority to Construct:** An applicant seeking to renew an authority to construct in accordance with Regulation 2-1-407 shall pay a fee of 50% of the initial fee in effect at the time of the renewal. If the District determines that an authority to construct cannot be renewed, any fees paid under this section shall be credited in full against the fee for a new authority to construct for functionally equivalent equipment submitted within six months of the date the original authority to construct expires.

*(Adopted June 15, 2005)*

**3-331 Registration Fees:** Any person who is required to register equipment under District rules shall submit a registration fee, and any annual fee thereafter, as set out in Schedule R. The APCO may reduce registration fees by an amount deemed appropriate if the owner or operator of the equipment attends an Industry Compliance School sponsored by the District.

*(Adopted June 6, 2007; Amended 6/16/10)*

**3-332 Naturally Occurring Asbestos Fees:** After July 1, 2007, any person required to submit or amend an Asbestos Dust Mitigation Plan (ADMP) pursuant to Title 17 of the California Code of Regulations, Section 93105, Asbestos Air Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations shall pay the fee(s) set out in Schedule S.

*(Adopted June 6, 2007; Amended 6/5/19)*

**3-333 Major Facility Review (MFR) and Synthetic Minor Application Fees:** Any facility that applies for, or is required to undergo, an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit, a renewal of an MFR permit, an initial synthetic minor operating permit, or a revision to a synthetic minor operating permit, shall pay the applicable fees set forth in Schedule P.

*(Adopted May 21, 2008)*

**3-334 Greenhouse Gas Fees:** Any permitted facility with greenhouse gas emissions shall pay a fee based on Schedule T. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities, and shall be included as part of the annual permit renewal fees.

*(Adopted May 21, 2008)*

- 3-335 Indirect Source Review Fees:** Applicants that must file an Air Quality Impact Assessment pursuant to District rules for a project that is deemed to be an indirect source shall pay a fee based on Schedule U. *(Adopted May 20, 2009)*
- 3-336 Open Burning Operation Fees:** Effective July 1, 2013, any person required to provide notification to the District prior to burning; submit a petition to conduct a Filmmaking or Public Exhibition fire; receive an acreage burning allocation to conduct a Stubble fire; or submit a smoke management plan and receive an acreage burning allocation to conduct a Wildland Vegetation Management (Prescribed Burning) fire or Marsh Management fire shall pay the fee given in Schedule V. *(Adopted June 19, 2013; Amended 6/3/20)*
- 3-337 Exemption Fee:** An applicant who wishes to receive a certificate of exemption shall pay a filing fee of \$516 per exempt source. *(Adopted June 19, 2013; Amended 6/4/14; 6/3/15, 6/21/17, 6/XX/21)*
- 3-338 Incident Response Fee:** Any facility required to obtain a District permit, and any District-regulated area-wide or indirect source, that is the site where an incident occurs to which the District responds, shall pay a fee equal to the District's actual costs in conducting the incident response as defined in Section 3-243, including without limitation, the actual time and salaries, plus overhead, of the District staff involved in conducting the incident response and the cost of any materials. *(Adopted June 19, 2013)*
- 3-339 Petroleum Refining Emissions Tracking Fees:** Any person required to submit an Annual Emissions Inventory, Monthly Crude Slate Report, or air monitoring plan in accordance with Regulation 12, Rule 15 shall pay the applicable fees set forth in Schedule W. *(Adopted 6/15/16)*
- 3-340 Major Stationary Source Community Air Monitoring Fees:** Any major stationary source emitting 35 tons per year of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide or PM<sub>10</sub> shall pay a community air monitoring fee based on Schedule X. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees. *(Adopted 6/15/16)*
- 3-341 Fee for Risk Reduction Plan:** Any person required to submit a Risk Reduction Plan in accordance with Regulation 11, Rule 18 shall pay the applicable fees set forth below:
- 341.1 \$1,582 for facilities with one source subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;
  - 341.2 \$3,164 for facilities with 2 to 5 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
  - 341.3 \$6,328 for facilities with 6 to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
  - 341.4 \$12,655 for facilities with 11 to 15 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
  - 341.5 \$25,310 for facilities with 16 to 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
  - 341.6 \$33,747 for facilities with more than 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18.
- (Adopted 6/21/17, Amended 6/5/19, 6/3/20, 6/XX/21)*
- 3-342 Fee for Facility-Wide Health Risk Assessment:** Any person required to undergo a health risk assessment (HRA) to assess compliance with the Regulation 11, Rule 18 risk action levels shall pay a risk assessment fee for each source pursuant to Regulation 3-329 and Schedules B, C, D, E, F, H, I or K. The maximum fee required for any single HRA of a facility conducted pursuant to Regulation 11, Rule 18 shall not exceed a total of \$158,188. If a facility retains a District-approved consultant to complete the required facility-wide HRA, the facility shall pay a fee to cover the District's costs of performing the review of the facility-wide HRA, including the costs of any outside consulting assistance which the District may employ in connection with any such review, as well as the District's reasonable internal costs (including overhead) of processing, reviewing, or approving the facility-wide HRA. The total HRA review cost shall be determined based on the District's actual review time in hours

multiplied by an hourly charge of \$216 per hour. Facilities shall pay an HRA review fee as indicated below and the District's cost exceeding the applicable HRA review fees indicated below for performing the review of the facility-wide HRA:

- 342.1 \$2,596 for facilities with one to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;
- 342.2 \$6,960 for facilities with 11 to 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 342.3 \$14,764 for facilities with more than 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

The District shall refund to the applicant the portion of any fee paid under this Section that exceeds the District's cost of performing the review of the facility-wide HRA.

*(Adopted 6/21/17; Amended 6/6/18, 6/5/19, 6/XX/21)*

**3-343 Fees for Air Dispersion Modeling:** An applicant for an Authority to Construct or Permit to Operate shall pay, in addition to the fees required under Section 3-302 and 3-329 and in any applicable schedule, the District's costs of performing any air dispersion modeling needed to determine compliance with any District regulatory requirement. The total air dispersion modeling fee cost shall be determined based on the District's actual review time in hours multiplied by an hourly charge of \$216 per hour. This fee shall also apply for costs incurred in reviewing air dispersion modeling submittals by applicants and the costs of any outside consulting assistance which the District may employ in connection with the preparation of any such evaluation or documentation, as well as the District's reasonable internal costs (including overhead) of processing, reviewing, or approving the air dispersion modeling.

*(Adopted 6/5/19; Amended 6/XX/21)*

### **3-400 ADMINISTRATIVE REQUIREMENTS**

**3-401 Permits:** Definitions, standards, and conditions contained in Regulation 2, Permits, are applicable to this regulation.

**3-402 Single Anniversary Date:** The APCO may assign a single anniversary date to a facility on which all its renewable permits to operate expire and will require renewal. Fees will be prorated to compensate for different time periods resulting from change in anniversary date.

**3-403 Change in Operating Parameters:** See Section 2-1-404 of Regulation 2, Rule 1.

**3-404 Deleted June 7, 2000**

**3-405 Fees Not Paid:** If an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the following procedure(s) shall apply:

- 405.1 Authority to Construct: The application will be cancelled, but can be reactivated upon payment of fees.
- 405.2 New Permit to Operate: The Permit to Operate shall not be issued, and the facility will be notified that operation, including startup, is not authorized.
  - 2.1 Fees received during the first 30 days following the due date must include a late fee equal to 10 percent of all fees specified on the invoice.
  - 2.2 Fees received more than 30 days after the due date must include a late fee equal to 25 percent of all fees specified on the invoice.
- 405.3 Renewal of Permit to Operate: The owner or operator of a facility must renew the Permit to Operate in order to continue to be authorized to operate the source. Permit to Operate Fees for the Permit Renewal Period shall be calculated using fee schedules in effect on the Permit to Operate Renewal Date. The permit renewal invoice will include all fees to be paid in order to renew the Permit to Operate, as specified in Section 3-327. If not renewed as of the date of the next Permit Renewal Period, a Permit to Operate lapses and further operation is no longer authorized. The District will notify the facility that the permit has lapsed. Reinstatement of lapsed Permits to Operate will require the payment of all unpaid prior Permit to Operate fees and associated reinstatement fees for each unpaid prior Permit Renewal Period, in addition to all fees specified on the permit renewal invoice.
- 405.4 Reinstatement of Lapsed Permit to Operate: To reinstate a Permit to Operate, the

owner or operator must pay all of the following fees:

- 4.1 The applicable Permit to Operate Fees for the current year, as specified in Regulation 3-327, and the applicable reinstatement fee, if any, calculated as follows:
  - 4.1.1 Fees received during the first 30 days following the due date must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 10 percent of all fees specified on the invoice.
  - 4.1.2 Fees received more than 30 days after the due date, but less than one year after the due date, must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 25 percent of all fees specified on the invoice.
- 4.2 The applicable Permit to Operate Fees specified in Regulation 3-327 for each prior Permit Renewal Period for which all Permit to Operate Fees and associated reinstatement fees have not been paid. Each year's Permit to Operate Fee shall be calculated at the fee rates in effect on that year's Permit to Operate Renewal Date. The reinstatement fee for each associated previously-unpaid Permit to Operate Fee shall be calculated in accordance with Regulation 3-405.4.1 and 4.1.2.

Each year or period of the lapsed Permit to Operate is deemed a separate Permit Renewal Period. The oldest outstanding Permit to Operate Fee and reinstatement fees shall be paid first.

405.5 Registration and Other Fees: Persons who have not paid the fee by the invoice due date, shall pay the following late fee in addition to the original invoiced fee. Fees shall be calculated using fee schedules in effect at the time of the fees' original determination.

- 5.1 Fees received during the first 30 days following the due date must include an additional late fee equal to 10 percent of all fees specified on the invoice.
- 5.2 Fees received more than 30 days after the due date must include an additional late fee equal to 25 percent of all fees specified on the invoice.

*(Amended 7/6/83, 6/4/86, 11/5/86, 2/15/89, 6/6/90, 7/3/91, 8/2/95, 12/2/98, 6/15/05, 6/7/06, 6/6/12, 6/19/13, 6/4/14, 6/6/18, 6/5/19)*

**3-406 Deleted June 4, 1986**

**3-407 Deleted August 2, 1995**

**3-408 Permit to Operate Valid for 12 Months:** A Permit to Operate is valid for 12 months from the date of issuance or other time period as approved by the APCO.

*(Amended 6/4/86; Amended 6/7/00)*

**3-409 Deleted June 7, 2000**

**3-410 Deleted August 2, 1995**

**3-411 Advance Deposit of Funds:** The APCO may require that at the time of the filing of an application for an Authority to Construct for a project for which the District is a lead agency under the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), the applicant shall make an advance deposit of funds, in an amount to be specified by the APCO, to cover the costs which the District estimates to incur in connection with the District's performance of its environmental evaluation and the preparation of any required environmental documentation. In the event the APCO requires such an estimated advance payment to be made, the applicant will be provided with a full accounting of the costs actually incurred by the District in connection with the District's performance of its environmental evaluation and the preparation of any required environmental documentation.

*(Adopted 12/18/85; Amended 8/2/95)*

**3-412 Deleted December 2, 1998**

**3-413 Toxic "Hot Spots" Information and Assessment Act Revenues:** No later than 120 days after the adoption of this regulation, the APCO shall transmit to the California Air Resources Board, for deposit into the Air Toxics "Hot Spots" Information and Assessment Fund, the revenues determined by the ARB to be the District's share of statewide Air Toxics "Hot Spot" Information and Assessment Act expenses.

*(Adopted 10/21/92)*

**3-414 Deleted December 2, 1998**

**3-415 Failure to Pay - Further Actions:** When an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the APCO may take the following actions against the applicant or owner/operator:

415.1 Issuance of a Notice to Comply.

415.2 Issuance of a Notice of Violation.

415.3 Revocation of an existing Permit to Operate. The APCO shall initiate proceedings to revoke permits to operate for any person who is delinquent for more than one month. The revocation process shall continue until payment in full is made or until permits are revoked.

415.4 The withholding of any other District services as deemed appropriate until payment in full is made.

*(Adopted 8/2/95; Amended 12/2/98, 6/15/05)*

**3-416 Adjustment of Fees:** The APCO or designees may, upon finding administrative error by District staff in the calculation, imposition, noticing, invoicing, and/or collection of any fee set forth in this rule, rescind, reduce, increase, or modify the fee. A request for such relief from an administrative error, accompanied by a statement of why such relief should be granted, must be received within two years from the date of payment.

*(Adopted 10/8/97)*

**3-417 Temporary Amnesty for Unpermitted and Unregistered Sources:** The APCO has the authority to declare an amnesty period, during which the District may waive all or part of the back fees and/or late fees for sources that are currently operating without valid Permits to Operate and/or equipment registrations.

*(Adopted 6/16/10)*

**3-418 Temporary Incentive for Online Production System Transactions:** The APCO has the authority to declare an incentive period for transactions made using the online production system, during which the District may waive all or any part of the fees for these transactions.

*(Adopted 6/6/18)*



**SCHEDULE A  
HEARING BOARD FEES<sup>1</sup>**

Established by the Board of Directors December 7, 1977 Resolution No. 1046  
(Code section references are to the California Health & Safety Code, unless otherwise indicated)

		Large Companies	Small Business	Third Party
1.	For each application for variance exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance ..... Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application in accordance with §42350, the additional sum of .....	\$6,999  \$3,504	\$1,047  \$353	
2.	For each application for variance not exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance ..... Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application, in accordance with §42350, the additional sum of .....	\$4,202  \$2,098	\$1,047  \$353	
3.	For each application to modify a variance in accordance with §42356 ... Plus, for each hearing in addition to the first hearing on said application to modify a variance, in accordance with §42345, necessary to dispose of the application, the additional sum of .....	\$2,788  \$2,098	\$353  \$353	
4.	For each application to extend a variance, in accordance with §42357 .. Plus, for each hearing in addition to the first hearing on an application to extend a variance, in accordance with §42357, necessary to dispose of the application, the additional sum of .....	\$2,788  \$2,098	\$353  \$353	
5.	For each application to revoke a variance .....	\$4,202	\$353	
6.	For each application for approval of a Schedule of Increments of Progress in accordance with §41703 .....	\$2,788	\$353	
7.	For each application for variance in accordance with §41703, which exceeds 90 days ..... Plus, for each hearing in addition to the first hearing on said application for variance in accordance with §41703, the additional sum of .....	\$6,999  \$3,504	\$1,047  \$353	
8.	For each application for variance in accordance with §41703, not to exceed 90 days ..... Plus, for each hearing in addition to the hearing on said application for a variance in accordance with §41703, the additional sum of .....	\$4,202  \$2,098	\$1,047  \$353	
9.	For each Appeal (Permit, Banking, Title V).....	\$6,999 per hearing day	\$3,504 per hearing day	\$3,504 for entire appeal period
10.	For each application for intervention in accordance with Hearing Board Rules §§2.3, 3.6 & 4.6.....	\$3,504	\$704	
11.	For each application to Modify or Terminate an abatement order .....	\$6,999 per hearing day	\$3,504 per hearing day	
12.	For each application for an interim variance in accordance with §42351	\$3,504	\$704	
13.	For each application for an emergency variance in accordance with §42359.5 .....	\$1,747	\$353	

		Large Companies	Small Business	Third Party
14.	For each application to rehear a Hearing Board decision in accordance with §40861 .....	100% of previous fee charged	100% of previous fee charged	
15.	Excess emission fees.....	See Attachment I	See Attachment I	
16.	Miscellaneous filing fee for any hearing not covered above	\$3,504	\$1,047	\$1,047
17.	For each published Notice of Public Hearing.....	Cost of Publication	\$0	\$0
18.	Court Reporter Fee (to be paid only if Court Reporter required for hearing) .....	Actual Appearance and Transcript costs per hearing solely dedicated to one Docket	\$0	Actual Appearance and Transcript costs per hearing solely dedicated to one Docket

NOTE 1 Any applicant who believes they have a hardship for payment of fees may request a fee waiver from the Hearing Board pursuant to Hearing Board Rules.

*(Amended 10/8/97, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE A  
ATTACHMENT I  
EXCESS EMISSION FEE**

**A. General**

- (1) Each applicant or petitioner for a variance from these Rules and Regulations shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the other filing fees required in Schedule A, an emission fee based on the total weight of emissions discharged, per source or product, other than those described in division (B) below, during the variance period in excess of that allowed by these rules in accordance with the schedule set forth in Table I.
- (2) Where the total weight of emission discharged cannot be easily calculated, the petitioner shall work in concert with District staff to establish the amount of excess emissions to be paid.
- (3) In the event that more than one rule limiting the discharge of the same contaminant is violated, the excess emission fee shall consist of the fee for violation which will result in the payment of the greatest sum. For the purposes of this subdivision, opacity rules and particulate mass emissions shall not be considered rules limiting the discharge of the same contaminant.

**B. Excess Visible Emission Fee**

Each applicant or petitioner for a variance from Regulation 6 or Health and Safety Code Section 41701 shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the filing fees required in Schedule A and the excess emission fees required in (A) above (if any), an emission fee based on the difference between the percent opacity allowed by Regulation 6 and the percent opacity of the emissions allowed from the source or sources operating under the variance, in accordance with the schedule set forth in Table II.

In the event that an applicant or petitioner is exempt from the provisions of Regulation 6, the applicant or petitioner shall pay a fee calculated as described herein above, but such fee shall be calculated based upon the difference between the opacity allowed under the variance and the opacity allowed under the provisions of Health and Safety Code Section 41701, in accordance with the schedule set forth in Table II.

**C. Applicability**

The provisions of subdivision (A) shall apply to all variances that generate excess emissions.

**D. Fee Determination**

- (1) The excess emission fees shall be calculated by the petitioner based upon the requested number of days of operation under variance multiplied by the expected excess emissions as set forth in subdivisions (A) and (B) above. The calculations and proposed fees shall be set forth in the petition.
- (2) The Hearing Board may adjust the excess emission fee required by subdivisions (A) and (B) of this rule based on evidence regarding emissions presented at the time of the hearing.

#### **E. Small Businesses**

- (1) A small business shall be assessed twenty percent (20%) of the fees required by subdivisions (A) and (B), whichever is applicable. "Small business" is defined in the Fee Regulation.
- (2) Request for exception as a small business shall be made by the petitioner under penalty of perjury on a declaration form provided by the Executive Officer which shall be submitted to the Clerk or Deputy Clerk of the Hearing Board at the time of filing a petition for variance.

#### **F. Group, Class and Product Variance Fees**

Each petitioner included in a petition for a group, class or product variance shall pay the filing fee specified in Schedule A, and the excess emission fees specified in subdivisions (A) and (B), whichever is applicable.

#### **G. Adjustment of Fees**

If after the term of a variance for which emission fees have been paid, petitioner can establish, to the satisfaction of the Executive Officer/APCO, that emissions were actually less than those upon which the fee was based, a pro rata refund shall be made.

#### **H. Fee Payment/Variance Invalidation**

- (1) Excess emission fees required by subdivisions (A) and (B), based on an estimate provided during the variance Hearing, are due and payable within fifteen (15) days of the granting of the variance. The petitioner shall be notified in writing of any adjustment to the amount of excess emission fees due, following District staff's verification of the estimated emissions. Fee payments to be made as a result of an adjustment are due and payable within fifteen (15) days of notification of the amount due.
- (2) Failure to pay the excess emission fees required by subdivisions (A) and (B) within fifteen (15) days of notification that a fee is due shall automatically invalidate the variance. Such notification may be given by personal service or by deposit, postpaid, in the United States mail and shall be due fifteen (15) days from the date of personal service or mailing. For the purpose of this rule, the fee payment shall be considered to be received by the District if it is postmarked by the United States Postal Service on or before the expiration date stated on the billing notice. If the expiration date falls on a Saturday, Sunday, or a state holiday, the fee payment may be postmarked on the next business day following the Saturday, Sunday, or the state holiday with the same effect as if it had been postmarked on the expiration date.

**TABLE I  
SCHEDULE OF EXCESS EMISSIONS FEES**

Air Contaminants	All at \$6.70 per pound
Organic gases, except methane and those containing sulfur	
Carbon Monoxide	
Oxides of nitrogen (expressed as nitrogen dioxide)	
Gaseous sulfur compounds (expressed as sulfur dioxide)	
Particulate matter	
 Toxic Air Contaminants	 All at \$33.35 per pound
Asbestos	
Benzene	
Cadmium	
Carbon tetrachloride	
Chlorinated dioxins and dibenzofurans (15 species)	
Diesel exhaust particulate matter	
Ethylene dibromide	
Ethylene dichloride	
Ethylene oxide	
Formaldehyde	
Hexavalent chromium	
Methylene chloride	
Nickel	
Perchloroethylene	
1,3-Butadiene	
Inorganic arsenic	
Beryllium	
Polynuclear aromatic hydrocarbons (PAH)	
Vinyl chloride	
Lead	
1,4-Dioxane	
Trichloroethylene	

**TABLE II  
SCHEDULE OF EXCESS VISIBLE EMISSION FEE**

For each source with opacity emissions in excess of twenty percent (20%), but less than forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 20) \times \text{number of days allowed in variance} \times \$6.85$$

For each source with opacity emissions in excess of forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 40) \times \text{number of days allowed by variance} \times \$6.85$$

- \* Where "Opacity" equals maximum opacity of emissions in percent (not decimal equivalent) allowed by the variance. Where the emissions are darker than the degree of darkness equivalent to the allowed Ringelmann number, the percentage equivalent of the excess degree of darkness shall be used as "opacity."

*(Adopted 6/7/00; Amended 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE B**  
**COMBUSTION OF FUEL**  
(Adopted June 18, 1980)

For each source that burns fuel, which is not a flare and not exempted by Regulation 2, Rule 1, the fee shall be computed based on the maximum gross combustion capacity (expressed as higher heating value, HHV) of the source.

1. INITIAL FEE: \$68.62 per MM BTU/HOUR
  - a. The minimum fee per source is: \$366
  - b. The maximum fee per source is: \$128,009
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$516 plus \$68.62 per MM BTU/hr
  - b. Minimum RAF for first TAC source: \$882
  - c. RAF for each additional TAC source: \$68.62 per MM BTU/hr
  - \*
  - d. Minimum RAF per additional TAC source: \$366\*
  - e. Maximum RAF per source is: \$128,009
  - \* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$34.30 per MM BTU/HOUR
  - a. The minimum fee per source is: \$260
  - b. The maximum fee per source is: \$64,004
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. ROUNDING: Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.
6. Applicants for an authority to construct and permit to operate a project, which burns municipal waste or refuse-derived fuel, shall pay in addition to all required fees, an additional fee to cover the costs incurred by the State Department of Health Services, and/or a qualified contractor designated by the State Department of Health Services, in reviewing a risk assessment as required under H&S Code Section 42315. The fee shall be transmitted by the District to the Department of Health Services and/or the qualified contractor upon completion of the review and submission of comments in writing to the District.
7. A surcharge equal to 100% of all required initial and permit to operate fees shall be charged for sources permitted to burn one or more of the following fuels: coke, coal, wood, tires, black liquor, and municipal solid waste.

NOTE: MM BTU is million BTU of higher heat value  
One MM BTU/HR = 1.06 gigajoules/HR

*(Amended 6/5/85; 6/4/86, 3/4/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE C**  
**STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS**  
(Adopted June 18, 1980)

For each stationary container of organic liquids which is not exempted from permits by Regulation 2 and which is not part of a gasoline dispensing facility, the fee shall be computed based on the container volume, as follows:

1. INITIAL FEE: 0.185 cents per gallon
  - a. The minimum fee per source is: \$204
  - b. The maximum fee per source is: \$27,858
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$516 plus 0.185 cents per gallon
  - b. Minimum RAF for first TAC source: \$678
  - c. RAF for each additional TAC source: 0.185 cents per gallon \*
  - d. Minimum RAF per additional TAC source: \$204 \*
  - e. Maximum RAF per source is: \$27,858

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: 0.093 cents per gallon
  - a. The minimum fee per source is: \$147
  - b. The maximum fee per source is: \$13,928
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. ROUNDING: Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.

*(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE D**  
**GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES,**  
**BULK PLANTS AND TERMINALS**  
(Adopted June 18, 1980)

A. All gasoline dispensing facilities shall pay the following fees:

1. INITIAL FEE: \$356.05 per single product nozzle (spn)  
\$356.05 per product for each multi-product nozzle (mpn)
2. PERMIT TO OPERATE FEE: \$136.38 per single product nozzle (spn)  
\$136.38 per product for each multi-product nozzle (mpn)
3. Initial fees and permit to operate fees for hardware modifications at a currently permitted gasoline dispensing facility shall be consolidated into a single fee calculated according to the following formula:

$$\$492.42 \times \left\{ \frac{[(mpn_{\text{proposed}})(\text{products per nozzle}) + spn_{\text{proposed}}]}{[(mpn_{\text{existing}})(\text{products per nozzle}) + spn_{\text{existing}}]} \right\} -$$

*mpn* = multi-product nozzles  
*spn* = single product nozzles

The above formula includes a toxic surcharge.

If the above formula yields zero or negative results, no initial fees or permit to operate fees shall be charged.

For the purposes of calculating the above fees, a fuel blended from two or more different grades shall be considered a separate product.

Other modifications to facilities' equipment, including but not limited to tank addition/replacement/conversion, vapor recovery piping replacement, moving or extending pump islands, will not be subject to initial fees or permit to operate fees.

4. RISK ASSESSMENT FEE (RAF) if required pursuant to Regulation 3-329 or 3-342 (including increases in permitted throughput for which a health risk assessment is required.) of:
    - a. \$3,827 per application for a new gas dispensing facility
    - b. \$584 per application for all other
  5. Nozzles used exclusively for the delivery of diesel fuel or other fuels exempt from permits shall pay no fee. Multi-product nozzles used to deliver both exempt and non-exempt fuels shall pay fees for the non-exempt products only.
- B. All bulk plants, terminals or other facilities using loading racks to transfer gasoline or gasohol into trucks, railcars or ships shall pay the following fees:

1. INITIAL FEE: \$4,676.76 per single product loading arm  
\$4,676.76 per product for multi-product arms
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$5,295
  - b. RAF for each additional TAC source: \$4,677 \*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$1,303 per single product loading arm  
\$1,303 per product for multi-product arms
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.



- C. Fees in (A) above are in lieu of tank fees. Fees in (B) above are in addition to tank fees.
- D. Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.

*(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE E**  
**SOLVENT EVAPORATING SOURCES**

(Adopted June 18, 1980)

For each solvent evaporating source, as defined in Section 3-210 except for dry cleaners, the fee shall be computed based on the net amount of organic solvent processed through the sources on an annual basis (or anticipated to be processed, for new sources) including solvent used for the cleaning of the sources.

1. INITIAL FEE:
  - a. The fee per source is: \$1,892 per 1,000 gallons
  - b. The minimum fee per source is: \$942
  - c. The maximum fee per source is: \$75,180
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$516 plus initial fee
  - b. Minimum RAF for first TAC source: \$1,551
  - c. RAF for each additional TAC source: equal to initial fee \*
  - d. Minimum RAF per additional TAC source: \$942 \*
  - e. Maximum RAF per source is: \$75,180

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
  - a. The fee per source is: \$942 per 1,000 gallons
  - b. The minimum fee per source is: \$679
  - c. The maximum fee per source is: \$37,587
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.

*(Amended 5/19/82, 10/17/84, 6/5/85, 6/4/86, 10/8/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE F**  
**MISCELLANEOUS SOURCES**

(Adopted June 18, 1980)

For each source not governed by Schedules B, C, D, E, H or I, (except for those sources in the special classification lists, G-1 - G-5) the fees are:

1. INITIAL FEE: \$707
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first (toxic air contaminant) TAC source in application: \$1,328
  - b. RAF for each additional TAC source: \$707\*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$514
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1. List of special classifications requiring graduated fees is shown in Schedules G-1, G-2, G-3, G-4, and G-5.

G-1 FEES FOR SCHEDULE G-1. For each source in a G-1 classification, fees are:

1. INITIAL FEE: \$5,741
2. RISK ASSESSMENT FEE (RAF) , if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$6,515
  - b. RAF for each additional TAC source: \$5,741\*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$2,866
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-2 FEES FOR SCHEDULE G-2. For each source in a G-2 classification, fees are:

1. INITIAL FEE: \$7,579
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$8,352
  - b. RAF for each additional TAC source: \$7,579\*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$3,787
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-3 FEES FOR SCHEDULE G-3. For each source in a G-3 classification, fees are:

1. INITIAL FEE: \$39,993
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$40,646

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- b. RAF for each additional TAC source: \$39,993 \*
- \* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
- 3. PERMIT TO OPERATE FEE: \$19,993
- 4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-4 FEES FOR SCHEDULE G-4. For each source in a G-4 classification, fees are:

- 1. INITIAL FEE: \$100,207
- 2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$100,981
  - b. RAF for each additional TAC source: \$100,207\*
  - \* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
- 3. PERMIT TO OPERATE FEE: \$50,101
- 4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-5 FEES FOR SCHEDULE G-5. For each source in a G-5 classification, fees are:

- 1. INITIAL FEE: \$51,731
- 2. RISK ASSESSMENT FEE (RAF) is only applicable for new and modified sources of toxic air contaminants (TACs) for which a health risk assessment is required under Regulation 2-5-401.
  - a. RAF for first TAC source in application: \$52,193
  - b. RAF for each additional TAC source: \$51,731\*
  - \* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
- 3. PERMIT TO OPERATE FEE: \$25,865
- 4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

*(Amended 5/19/82, 6/5/85, 6/4/86, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE G-1**  
(Adopted June 18, 1980)

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Asphalt Roofing Manufacturing – Asphalt Dipping	Asphalt Roofing or Related Materials
Calcining Kilns, excluding those processing cement, lime, or coke (see G-4 for cement, lime, or coke Calcining Kilns)	Any Materials except cement, lime, or coke
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 1000 Gallons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Reactors with a Capacity of 1000 Gallons or more	Any Inorganic Materials
Chemical Manufacturing, Organic – Latex Dipping	Any latex materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 1000 Gallons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Reactors with a Capacity of 1000 Gallons or more	Any Organic Materials
Compost Operations – Windrows, Static Piles, Aerated Static Piles, In-Vessel, or similar methods	Any waste materials such as yard waste, food waste, agricultural waste, mixed green waste, bio-solids, animal manures, etc.
Crushers	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Electroplating Equipment	Hexavalent Decorative Chrome with permitted capacity greater than 500,000 amp-hours per year or Hard Chrome
Foil Manufacturing – Any Converting or Rolling Lines	Any Metal or Alloy Foils

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Galvanizing Equipment	Any
Glass Manufacturing – Batching Processes including storage and weigh hoppers or bins, conveyors, and elevators	Any Dry Materials
Glass Manufacturing – Mixers	Any Dry Materials
Glass Manufacturing – Molten Glass Holding Tanks	Any molten glass
Grinders	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Incinerators – Crematory	Human and/or animal remains
Incinerators – Flares	Any waste gases
Incinerators – Other (see G-2 for hazardous or municipal solid waste incinerators, see G-3 for medical or infectious waste incinerators)	Any Materials except hazardous wastes, municipal solid waste, medical or infectious waste
Incinerators – Pathological Waste (see G-3 for medical or infectious waste incinerators)	Pathological waste only
Loading and/or Unloading Operations – Bulk Plants and Bulk Terminals, excluding those loading gasoline or gasohol (see Schedule D for Bulk Plants and Terminals loading gasoline or gasohol)	Any Organic Materials except gasoline or gasohol
Petroleum Refining – Alkylation Units	Any Hydrocarbons
Petroleum Refining – Asphalt Oxidizers	Any Hydrocarbons
Petroleum Refining – Benzene Saturation Units/Plants	Any Hydrocarbons
Petroleum Refining – Catalytic Reforming Units	Any Hydrocarbons
Petroleum Refining – Chemical Treating Units including alkane, naphthenic acid, and naphtha merox treating, or similar processes	Any Hydrocarbons
Petroleum Refining – Converting Units including Dimersol Plants, Hydrocarbon Splitters, or similar processes	Any Hydrocarbons
Petroleum Refining – Distillation Units, excluding crude oil units with capacity > 1000 barrels/hour (see G-3 for > 1000 barrels/hour crude distillation units)	Any Hydrocarbons

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Petroleum Refining – Hydrogen Manufacturing	Hydrogen or Any Hydrocarbons
Petroleum Refining – Hydrotreating or Hydrofining	Any Hydrocarbons
Petroleum Refining – Isomerization	Any Hydrocarbons
Petroleum Refining – MTBE Process Units/Plants	Any Hydrocarbons
Petroleum Refining – Sludge Converter	Any Petroleum Waste Materials
Petroleum Refining – Solvent Extraction	Any Hydrocarbons
Petroleum Refining – Sour Water Stripping	Any Petroleum Process or Waste Water
Petroleum Refining – Storage (enclosed)	Petroleum Coke or Coke Products
Petroleum Refining – Waste Gas Flares (not subject to Regulation 12, Rule 11)	Any Petroleum Refining Gases
Petroleum Refining – Miscellaneous Other Process Units	Any Hydrocarbons
Remediation Operations, Groundwater – Strippers	Contaminated Groundwater
Remediation Operations, Soil – Any Equipment (excluding sub-slab depressurization equipment)	Contaminated Soil
Spray Dryers	Any Materials
Sterilization Equipment	Ethylene Oxide
Wastewater Treatment, Industrial – Oil-Water Separators, excluding oil-water separators at petroleum refineries (see G-2 for Petroleum Refining - Oil-Water Separators)	Wastewater from any industrial facilities except petroleum refineries
Wastewater Treatment, Industrial – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment and excluding strippers at petroleum refineries (see G-2 for Petroleum Refining – Strippers)	Wastewater from any industrial facilities except petroleum refineries
Wastewater Treatment, Industrial - Storage Ponds, excluding storage ponds at petroleum refineries (see G-2 for Petroleum Refining – Storage Ponds)	Wastewater from any industrial facilities except petroleum refineries
Wastewater Treatment, Municipal – Preliminary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Primary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Digesters	Municipal Wastewater
Wastewater Treatment, Municipal – Sludge Handling Processes, excluding sludge incinerators (see G-2 for sludge incinerators)	Sewage Sludge

**SCHEDULE G-2**  
(Adopted June 6, 1990)

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Asphalt Roofing Manufacturing – Asphalt Blowing	Asphalt Roofing or Related Materials
Asphaltic Concrete Manufacturing – Aggregate Dryers	Any Dry Materials
Asphaltic Concrete Manufacturing – Batch Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Drum Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Other Mixers and/or Dryers	Any Dry Materials or Asphaltic Concrete Products
Concrete or Cement Batching Operations – Mixers	Any cement, concrete, or stone products or similar materials
Furnaces – Electric	Any Mineral or Mineral Product
Furnaces – Electric Induction	Any Mineral or Mineral Product
Furnaces – Glass Manufacturing	Soda Lime only
Furnaces – Reverberatory	Any Ores, Minerals, Metals, Alloys, or Related Materials
Incinerators – Hazardous Waste including any unit required to have a RCRA permit	Any Liquid or Solid Hazardous Wastes
Incinerators – Solid Waste, excluding units burning human/animal remains or pathological waste exclusively (see G-1 for Crematory and Pathological Waste Incinerators)	Any Solid Waste including Sewage Sludge (except human/animal remains or pathological waste)
Metal Rolling Lines, excluding foil rolling lines (see G-1 for Foil Rolling Lines)	Any Metals or Alloys
Petroleum Refining – Stockpiles (open)	Petroleum Coke or coke products only
Petroleum Refining, Wastewater Treatment – Oil-Water Separators	Wastewater from petroleum refineries only
Petroleum Refining, Wastewater Treatment – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment	Wastewater from petroleum refineries only
Petroleum Refining, Wastewater Treatment – Storage Ponds	Wastewater from petroleum refineries only
Pickling Lines or Tanks	Any Metals or Alloys
Sulfate Pulping Operations – All Units	Any
Sulfite Pulping Operations – All Units	Any

(Amended 6/7/00)



**SCHEDULE G-3**  
(Adopted June 18, 1980)

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Furnaces – Electric Arc	Any Metals or Alloys
Furnaces – Electric Induction	Any Metals or Alloys
Incinerators – Medical Waste, excluding units burning pathological waste exclusively (see G-1 for Pathological Waste Incinerators)	Any Medical or Infectious Wastes
Loading and/or Unloading Operations – Marine Berths	Any Organic Materials
Petroleum Refining – Cracking Units including hydrocrackers and excluding thermal or fluid catalytic crackers (see G-4 for Thermal Crackers and Catalytic Crackers)	Any Hydrocarbons
Petroleum Refining – Distillation Units (crude oils) including any unit with a capacity greater than 1000 barrels/hour (see G-1 for other distillation units)	Any Petroleum Crude Oils
Phosphoric Acid Manufacturing – All Units (by any process)	Phosphoric Acid

*(Amended 5/19/82; Amended and renumbered 6/6/90; Amended 6/7/00, 6/15/05, 5/2/07)*

**SCHEDULE G-4**  
(Adopted June 6, 1990)

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Acid Regeneration Units	Sulfuric or Hydrochloric Acid only
Annealing Lines (continuous only)	Metals and Alloys
Calcining Kilns (see G-1 for Calcining Kilns processing other materials)	Cement, Lime, or Coke only
Fluidized Bed Combustors	Solid Fuels only
Nitric Acid Manufacturing – Any Ammonia Oxidation Processes	Ammonia or Ammonia Compounds
Petroleum Refining - Coking Units including fluid cokers, delayed cokers, flexicokers, and coke kilns	Petroleum Coke and Coke Products
Petroleum Refining - Cracking Units including fluid catalytic crackers and thermal crackers and excluding hydrocrackers (see G-3 for Hydrocracking Units)	Any Hydrocarbons
Petroleum Refining - Sulfur Removal including any Claus process or any other process requiring caustic reactants	Any Petroleum Refining Gas
Sulfuric Acid Manufacturing – Any Chamber or Contact Process	Any Solid, Liquid or Gaseous Fuels Containing Sulfur

*(Amended 6/7/00)*

**SCHEDULE G-5**

<b>Equipment or Process Description</b>	<b>Materials Processed or Produced</b>
Petroleum Refinery Flares (subject to Regulation 12, Rule 11)	Any Petroleum Vent Gas (as defined in section 12-11-210 and section 12-12-213)

*(Adopted 5/2/07)*

**SCHEDULE H**  
**SEMICONDUCTOR AND RELATED OPERATIONS**  
(Adopted May 19, 1982)

All of the equipment within a semiconductor fabrication area will be grouped together and considered one source. The fee shall be as indicated:

1. INITIAL FEE:

- a. The minimum fee per source is: \$821
- b. The maximum fee per source is: \$65,683

The initial fee shall include the fees for each type of operation listed below, which is performed at the fabrication area:

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);  
Solvent Spray Stations (as defined in Regulation 8-30-221);  
Solvent Vapor Stations (as defined in Regulation 8-30-222); and  
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$555 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;  
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other  
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$1,649 per 1,000 gallon

2. RISK ASSESSMENT FEE (RAF) , if required pursuant to Regulation 3-329 or 3-342.

- a. RAF for first toxic air contaminant (TAC) source in application: \$516 plus initial fee
- b. Minimum RAF for first TAC source: \$1,428
- c. RAF for each additional TAC source: equal to initial fee \*
- d. Minimum RAF per additional TAC source: \$821 \*
- e. Maximum RAF per source is: \$65,683

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE:

- a. The minimum fee per source is: \$594
- b. The maximum fee per source is: \$32,836

The permit to operate fee shall include the fees for each type of operation listed below, which is performed at the fabrication area:

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);  
Solvent Spray Stations (as defined in Regulation 8-30-221);

Solvent Vapor Stations (as defined in Regulation 8-30-222); and  
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$279 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;  
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$821 per 1,000 gallon

4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

5. The fee for each source will be rounded to the whole dollar. Fees for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.

*(Amended 1/9/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/20/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE I  
DRY CLEANERS**  
(Adopted July 6, 1983)

For dry cleaners, the fee shall be computed based on each cleaning machine, except that machines with more than one drum shall be charged based on each drum, regardless of the type or quantity of solvent, as follows:

1. INITIAL FEE FOR A DRY CLEANING MACHINE (per drum):
  - a. If the washing or drying capacity is no more than 100 pounds: \$700
  - b. If the washing or drying capacity exceeds 100 pounds: \$700 plus  
For that portion of the capacity exceeding 100 pounds: \$20.95 per pound
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$508 plus initial fee
  - b. Minimum RAF for first TAC source: \$1,245
  - c. RAF for each additional TAC source: equal to initial fee\*
  - d. Minimum RAF per additional TAC source: \$700\*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE FOR A DRY CLEANING MACHINE (per drum):
  - a. If the washing or drying capacity is no more than 100 pounds: \$511
  - b. If the washing or drying capacity exceeds 100 pounds: \$511 plus  
For that portion of the capacity exceeding 100 pounds: \$10.52 per pound
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above, and amounts 50 cents and lower will be rounded down to the nearest dollar.  
*(Amended 10/17/84, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19)*

**SCHEDULE K**  
**SOLID WASTE DISPOSAL SITES**  
(Adopted July 15, 1987)

1. INITIAL FEE:
  - a. Landfill (Decomposition Process) \$6,679
  - b. Active Landfill (Waste and Cover Material Dumping Process) \$3,338
  - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$3,338
  
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
  - a. RAF for first toxic air contaminant (TAC) source in application: \$516 plus initial fee
  - b. RAF for each additional TAC source: equal to initial fee\*

\* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
  
3. PERMIT TO OPERATE FEE:
  - a. Landfill (Decomposition Process) \$3,338
  - b. Active Landfill (Waste and Cover Material Dumping Process) \$1,669
  - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$1,669
  
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
  
5. Evaluation of Reports and Questionnaires:
  - a. Evaluation of Solid Waste Air Assessment Test Report as required by Health & Safety Code Section 41805.5(g) \$3,680
  - b. Evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$1,845
  - c. Evaluation of Solid Waste Air Assessment Test Report in conjunction with evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$1,845
  - d. Evaluation of Initial or Amended Design Capacity Reports as required by Regulation 8, Rule 34, Section 405 \$1,357
  - e. Evaluation of Initial or Periodic NMOC Emission Rate Reports as required by Regulation 8, Rule 34, Sections 406 or 407 \$3,881
  - f. Evaluation of Closure Report as required by Regulation 8, Rule 34, Section 409 \$1,357
  - g. Evaluation of Annual Report as required by Regulation 8, Rule 34, Section 411 \$3,396
  
6. Fees for each source will be rounded off to the nearest dollar. The fee for sources will be rounded up or down to the nearest dollar.
  
7. For the purposes of this fee schedule, landfill shall be considered active, if it has accepted solid waste for disposal at any time during the previous 12 months or has plans to accept solid waste for disposal during the next 12 months.  
*(Amended 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/6/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE L**  
**ASBESTOS OPERATIONS**  
(Adopted July 6, 1988)

1. Asbestos Operations conducted at single family dwellings are subject to the following fees:
  - a. OPERATION FEE:     \$185   for amounts 100 to 500 square feet or linear feet.  
                              \$679   for amounts 501 square feet or linear feet to 1000 square feet or linear feet.  
                              \$988   for amounts 1001 square feet or liner feet to 2000 square feet or linear feet.  
                              \$1,358 for amounts greater than 2000 square feet or linear feet.
  - b. Cancellation:         \$90     of above amounts non-refundable for notification processing.
2. Asbestos Operations, other than those conducted at single family dwellings, are subject to the following fees:
  - a. OPERATION FEE:     \$524   for amounts 100 to 159 square feet or 100 to 259 linear feet or 35 cubic feet  
                              \$754   for amounts 160 square feet or 260 linear feet to 500 square feet or linear feet or greater than 35 cubic feet.  
                              \$1,098 for amounts 501 square feet or linear feet to 1000 square feet or linear feet.  
                              \$1,620 for amounts 1001 square feet or liner feet to 2500 square feet or linear feet.  
                              \$2,309 for amounts 2501 square feet or linear feet to 5000 square feet or linear feet.  
                              \$3,169 for amounts 5001 square feet or linear feet to 10000 square feet or linear feet.  
                              \$4,031 for amounts greater than 10000 square feet or linear feet.
  - b. Cancellation:         \$248   of above amounts non-refundable for notification processing.
3. Demolitions (including zero asbestos demolitions) conducted at a single-family dwelling are subject to the following fee:
  - a. OPERATION FEE:     \$90
  - b. Cancellation:         \$90     (100% of fee) non-refundable, for notification processing.
4. Demolitions (including zero asbestos demolitions) other than those conducted at a single family dwelling are subject to the following fee:
  - a. OPERATION FEE:     \$372
  - b. Cancellation:         \$248   of above amount non-refundable for notification processing.
5. Asbestos operations with less than 10 days prior notice (excluding emergencies) are subject to the following additional fee:
  - a. OPERATION FEE:     \$619
6. Asbestos demolition operations for the purpose of fire training are exempt from fees.

*(Amended 9/5/90, 1/5/94, 8/20/97, 10/7/98, 7/19/00, 8/1/01, 6/5/02, 7/2/03, 6/2/04, 6/6/07, 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16,6/5/19)*



**SCHEDULE M**  
**MAJOR STATIONARY SOURCE FEES**  
(Adopted June 6, 1990)

For each major stationary source emitting 50 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, and/or PM<sub>10</sub>, the fee shall be based on the following:

1.	Organic Compounds	\$126.38 per ton
2.	Sulfur Oxides	\$126.38 per ton
3.	Nitrogen Oxides	\$126.38 per ton
4.	PM <sub>10</sub>	\$126.38 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, or PM<sub>10</sub>, if occurring in an amount less than 50 tons per year, shall not be counted.

*(Amended 7/3/91, 6/15/94, 7/1/98, 5/9/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE N**  
**TOXIC INVENTORY FEES**  
(Adopted October 21, 1992)

For each stationary source emitting substances covered by California Health and Safety Code Section 44300 *et seq.*, the Air Toxics "Hot Spots" Information and Assessment Act of 1987, which have trigger levels listed in Table 2-5-1, a fee based on the weighted emissions of the facility shall be assessed based on the following formulas:

1. A fee of \$6 for each gasoline product dispensing nozzle in a Gasoline Dispensing Facility; or
2. A fee calculated by multiplying the facility's weighted toxic inventory ( $w_i$ ) by the following factor:

Air Toxic Inventory Fee Factor	\$0.92 per weighted pound per year
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Using the last reported data, the facility's weighted toxic inventory ( $w_i$ ) is calculated as a sum of the individual TAC emissions multiplied by either the inhalation cancer potency factor for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 10) times 28.6 if the emission is a carcinogen, or by the reciprocal of the chronic inhalation reference exposure level for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 8) if the emission is not a carcinogen.

3. Fees for each source will be rounded to the nearest dollar. The fee for sources will be rounded up to the nearest dollar for 51 cents and above and rounded down to the nearest dollar for amounts 50 cents and lower.

*(Amended 12/15/93, 6/15/05, 5/2/07, 6/16/10, 5/4/11, 6/4/14, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/3/20, 6/XX/21)*

**SCHEDULE P**  
**MAJOR FACILITY REVIEW FEES**  
(Adopted November 3, 1993)

1. MFR / SYNTHETIC MINOR ANNUAL FEES

Each facility, which is required to undergo major facility review in accordance with the requirements of Regulation 2, Rule 6, shall pay annual fees (1a and 1b below) for each source holding a District Permit to Operate. These fees shall be in addition to and shall be paid in conjunction with the annual renewal fees paid by the facility. However, these MFR permit fees shall not be included in the basis to calculate Alternative Emission Control Plan (bubble) or toxic air contaminant surcharges. If a major facility applies for and obtains a synthetic minor operating permit, the requirement to pay the fees in 1a and 1b shall terminate as of the date the APCO issues the synthetic minor operating permit.

- a. MFR SOURCE FEE ..... \$930 per source
- b. MFR EMISSIONS FEE..... \$36.59 per ton of regulated air pollutants emitted

Each MFR facility and each synthetic minor facility shall pay an annual monitoring fee (1c below) for each pollutant measured by a District-approved continuous emission monitor or a District-approved parametric emission monitoring system.

- c. MFR/SYNTHETIC MINOR MONITORING FEE ..... \$9,296 per monitor per pollutant

2. SYNTHETIC MINOR APPLICATION FEES

Each facility that applies for a synthetic minor operating permit or a revision to a synthetic minor operating permit shall pay application fees according to 2a and either 2b (for each source holding a District Permit to Operate) or 2c (for each source affected by the revision). If a major facility applies for a synthetic minor operating permit prior to the date on which it would become subject to the annual major facility review fee described above, the facility shall pay, in addition to the application fee, the equivalent of one year of annual fees for each source holding a District Permit to Operate.

- a. SYNTHETIC MINOR FILING FEE ..... \$1,295 per application
- b. SYNTHETIC MINOR INITIAL PERMIT FEE ..... \$930 per source
- c. SYNTHETIC MINOR REVISION FEE..... \$930 per source modified

3. MFR APPLICATION FEES

Each facility that applies for or is required to undergo: an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit or a renewal of an MFR permit shall pay, with the application and in addition to any other fees required by this regulation, the MFR filing fee and any applicable fees listed in 3b-h below. The fees in 3b apply to each source in the initial permit. The fees in 3g apply to each source in the renewal permit, The fees in 3d-f apply to each source affected by the revision or reopening.

- a. MFR FILING FEE ..... \$1,295 per application
- b. MFR INITIAL PERMIT FEE ..... \$1,295 per source
- c. MFR ADMINISTRATIVE AMENDMENT FEE ..... \$366 per application
- d. MFR MINOR REVISION FEE ..... \$1,838 per source modified
- e. MFR SIGNIFICANT REVISION FEE ..... \$3,427 per source modified
- f. MFR REOPENING FEE ..... \$1,124 per source modified
- g. MFR RENEWAL FEE ..... \$546 per source

Each facility that requests a permit shield or a revision to a permit shield under the provisions of Regulation 2, Rule 6 shall pay the following fee for each source (or group of sources, if the requirements for these sources are grouped together in a single table in the MFR permit) that is covered by the requested shield. This fee shall be paid in addition to any other applicable fees.

- h. MFR PERMIT SHIELD FEE ..... \$1,936 per shielded source or group of sources

4. MFR PUBLIC NOTICE FEES

Bay Area Air Quality Management District

TBD

Each facility that is required to undergo a public notice related to any permit action pursuant to Regulation 2-6 shall pay the following fee upon receipt of a District invoice.

MFR PUBLIC NOTICE FEE ..... Cost of Publication

5. MFR PUBLIC HEARING FEES

If a public hearing is required for any MFR permit action, the facility shall pay the following fees upon receipt of a District invoice.

a. MFR PUBLIC HEARING FEE ..... Cost of Public Hearing not to exceed \$15,819

b. NOTICE OF PUBLIC HEARING FEE ..... Cost of distributing Notice of Public Hearing

6. POTENTIAL TO EMIT DEMONSTRATION FEE

Each facility that makes a potential to emit demonstration under Regulation 2-6-312 in order to avoid the requirement for an MFR permit shall pay the following fee:

a. PTE DEMONSTRATION FEE ..... \$221 per source, not to exceed \$21,746

*(Amended 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE Q**  
**EXCAVATION OF CONTAMINATED SOIL AND**  
**REMOVAL OF UNDERGROUND STORAGE TANKS**  
(Adopted January 5, 1994)

1. Persons excavating contaminated soil or removing underground storage tanks subject to the provisions of Regulation 8, Rule 40, Section 401, 402, 403 or 405 are subject to the following fee:
  - a. OPERATION FEE: \$168  
*(Amended 7/19/00, 8/1/01, 6/5/02, 7/2/03, 6/2/04, 6/6/07, 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/4/14, 6/3/15, 6/15/16)*

**SCHEDULE R  
EQUIPMENT REGISTRATION FEES**

1. Persons operating commercial cooking equipment who are required to register equipment as required by District rules are subject to the following fees:
  - a. Conveyorized Charbroiler REGISTRATION FEE: \$744 per facility
  - b. Conveyorized Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
  - c. Under-fired Charbroiler REGISTRATION FEE: \$744 per facility
  - d. Under-fired Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
  
2. Persons operating non-halogenated dry cleaning equipment who are required to register equipment as required by District rules are subject to the following fees:
  - a. Dry Cleaning Machine REGISTRATION FEE: \$371
  - b. Dry Cleaning Machine ANNUAL RENEWAL FEE: \$259
  
3. Persons operating diesel engines who are required to register equipment as required by District or State rules are subject to the following fees:
  - a. Diesel Engine REGISTRATION FEE: \$250
  - b. Diesel Engine ANNUAL RENEWAL FEE: \$166
  - c. Diesel Engine ALTERNATIVE COMPLIANCE PLAN FEE (for each plan submitted under District Regulation 11-17-402): \$250
  
4. Persons operating boilers, steam generators and process heaters who are required to register equipment by District Regulation 9-7-404 are subject to the following fees:
  - a. REGISTRATION FEE \$137 per device
  - b. ANNUAL RENEWAL FEE: \$115 per device
  
5. Persons owning or operating graphic arts operations who are required to register equipment by District Regulation 8-20-408 are subject to the following fees:
  - a. REGISTRATION FEE: \$446
  - b. ANNUAL RENEWAL FEE: \$278
  
6. Persons owning or operating mobile refinishing operations who are required to register by District Regulation 8-45-4 are subject to the following fees:
  - a. REGISTRATION FEE \$209
  - b. ANNUAL RENEWAL FEE \$123

*(Adopted 7/6/07, Amended 12/5/07, 5/21/08, 7/30/08, 11/19/08, 12/3/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18)*

**SCHEDULE S  
NATURALLY OCCURRING ASBESTOS OPERATIONS**

1. ASBESTOS DUST MITIGATION PLAN INITIAL REVIEW AND AMENDMENT FEES:

Any person submitting an Asbestos Dust Mitigation Plan (ADMP) for initial review of a Naturally Occurring Asbestos (NOA) project shall pay the following fee (including NOA Discovery Notifications which would trigger an ADMP review): \$730

Any person submitting a request to amend an existing ADMP shall pay the following fee: \$374

2. AIR MONITORING PROCESSING FEE:

NOA projects requiring an Air Monitoring component as part of the ADMP approval are subject to the following fee in addition to the ADMP fee: \$5,635

3. INSPECTION FEE:

The owner of any property for which an ADMP is required shall pay fees to cover the costs incurred by the District after July 1, 2012 in conducting inspections to determine compliance with the ADMP on an ongoing basis. Inspection fees shall be invoiced by the District on a quarterly basis, and at the conclusion of dust generating activities covered under the ADMP, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$166 per hour

*(Adopted 6/6/07; Amended 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/XX/21)*

**SCHEDULE T  
GREENHOUSE GAS FEES**

For each permitted facility emitting greenhouse gases, the fee shall be based on the following:

1. Carbon Dioxide Equivalent (CDE) Emissions \$0.131 per metric ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. The annual emissions of each greenhouse gas (GHG) listed below shall be determined by the APCO for each permitted (i.e., non-exempt) source. For each emitted GHG, the CDE emissions shall be determined by multiplying the annual GHG emissions by the applicable Global Warming Potential (GWP) value. The GHG fee for each facility shall be based on the sum of the CDE emissions for all GHGs emitted by the facility, except that no fee shall be assessed for emissions of biogenic carbon dioxide.

**Global Warming Potential Relative to Carbon Dioxide\***

GHG	CAS Registry Number	GWP**
Carbon Dioxide	124-38-9	1
Methane	74-82-8	34
Nitrous Oxide	10024-97-2	298
Nitrogen Trifluoride	7783-54-2	17,885
Sulfur Hexafluoride	2551-62-4	26,087
HCFC-22	75-45-6	2,106
HCFC-123	306-83-2	96
HCFC-124	2837-89-0	635
HCFC-141b	1717-00-6	938
HCFC-142b	75-68-3	2,345
HCFC-225ca	422-56-0	155
HCFC-225cb	507-55-1	633
HFC-23	75-46-7	13,856
HFC-32	75-10-5	817
HFC-125	354-33-6	3,691
HFC-134a	811-97-2	1,549
HFC-143a	420-46-2	5,508
HFC-152a	75-37-6	167
HFC-227ea	431-89-0	3,860
HFC-236fa	690-39-1	8,998
HFC-245fa	460-73-1	1,032
HFC-365mfc	406-58-6	966
HFC-43-10-mee	138495-42-8	1,952
PFC-14	75-73-0	7,349
PFC-116	76-16-4	12,340
PFC-218	76-19-7	9,878
PFC-318	115-25-3	10,592

\* Source: Myhre, G., et al., 2013: Anthropogenic and Natural Radiative Forcing (and Supplementary Material). In: Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Stocker, T.F., et al. (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA. Available from [www.ipcc.ch](http://www.ipcc.ch).

\*\* GWPs compare the integrated radiative forcing over a specified period (i.e.100 years) from a unit mass pulse emission to compare the potential climate change associated with emissions of different GHGs. GWPs listed include climate-carbon feedbacks.

*(Adopted 5/21/08; Amended 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18,6/5/19, 6/XX/21)*



**SCHEDULE U  
INDIRECT SOURCE REVIEW FEES**

The applicant for any project deemed an indirect source pursuant to District rules shall be subject to the following fees:

1. APPLICATION FILING FEE

When an applicant files an Air Quality Impact Assessment as required by District rules, the applicant shall pay a non-refundable Application Filing Fee as follows:

- |  |       |
|--|-------|
| a. Residential project:                  | \$615 |
| b. Non-residential or mixed use project: | \$918 |

2. APPLICATION EVALUATION FEE

Every applicant who files an Air Quality Impact Assessment as required by District rules shall pay an evaluation fee for the review of an air quality analysis and the determination of Offsite Emission Reduction Fees necessary for off-site emission reductions. The Application Evaluation fee will be calculated using the actual staff hours expended and the prevailing weighted labor rate. The Application Filing fee, which assumes eight hours of staff time for residential projects and twelve hours of staff time for non-residential and mixed use projects, shall be credited towards the actual Application Evaluation Fee.

3. OFFSITE EMISSION REDUCTION FEE

(To be determined)

*(Adopted 5/20/09; Amended 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17)*

**SCHEDULE V  
OPEN BURNING**

1. Any prior notification required by Regulation 5, Section 406 is subject to the following fee:
  - a. OPERATION FEE: \$150
  - b. The operation fee paid as part of providing notification to the District prior to burning will be determined for each property, as defined in Regulation 5, Section 217, and will be valid for one year from the fee payment date when a given fire is allowed, as specified in Regulation 5, Section 401 for the following fires:

<b>Regulation 5 Section – Fire</b>	<b>Burn Period</b>
401.1 - Disease and Pest	January 1 – December 31
401.2 - Crop Replacement <sup>1</sup>	October 1 – April 30
401.3 - Orchard Pruning and Attrition <sup>2</sup>	November 1 – April 30
401.4 - Double Cropping Stubble	June 1 – August 31
401.6 - Hazardous Material <sup>1</sup>	January 1 – December 31
401.7 - Fire Training	January 1 – December 31
401.8 - Flood Debris	October 1 – May 31
401.9 - Irrigation Ditches	January 1 – December 31
401.10 - Flood Control	January 1 – December 31
401.11 - Range Management <sup>1</sup>	July 1 – April 30
401.12 - Forest Management <sup>1</sup>	November 1 – April 30
401.14 - Contraband	January 1 – December 31

<sup>1</sup> Any Forest Management fire, Range Management fire, Hazardous Material fire not related to Public Resources Code 4291, or any Crop Replacement fire for the purpose of establishing an agricultural crop on previously uncultivated land, that is expected to exceed 10 acres in size or burn piled vegetation cleared or generated from more than 10 acres is defined in Regulation 5, Section 213 as a type of Prescribed Burning and, as such, is subject to the Prescribed Burning operation fee in Section 3 below.

<sup>2</sup> Upon the determination of the APCO that heavy winter rainfall has prevented this type of burning, the burn period may be extended to no later than June 30.

- c. Any person who provided notification required under Regulation 5, Section 406, who seeks to burn an amount of material greater than the amount listed in that initial notification, shall provide a subsequent notification to the District under Regulation 5, Section 406 and shall pay an additional open burning operation fee prior to burning.
2. Any Marsh Management fire conducted pursuant to Regulation 5, Section 401.13 is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
  - a. OPERATION FEE:
 

\$540	for 50 acres or less
\$734	for more than 50 acres but less than or equal to 150 acres
\$925	for more than 150 acres
  - b. The operation fee paid for a Marsh Management fire will be valid for a Fall or Spring burning period, as specified in Regulation 5, Subsection 401.13. Any burning subsequent to either of these time periods shall be subject to an additional open burning operation fee.
3. Any Wildland Vegetation Management fire (Prescribed Burning) conducted pursuant to Regulation 5, Section 401.15 is subject to the following fee, which will be determined for each prescribed burning project by the proposed acreage to be burned:
  - a. OPERATION FEE:
 

\$602	for 50 acres or less
\$816	for more than 50 acres but less than or equal to 150 acres
\$1,062	for more than 150 acres

- b. The operation fee paid for a prescribed burn project will be valid for the burn project approval period, as determined by the District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 4. Any Filmmaking fire conducted pursuant to Regulation 5, Section 401.16 and any Public Exhibition fire conducted pursuant to Regulation 5, Section 401.17 is subject to the following fee:
  - a. OPERATION FEE: \$778
  - b. The operation fee paid for a Filmmaking or Public Exhibition fire will be valid for the burn project approval period, as determined by the District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 5. Any Stubble fire conducted pursuant to Regulation 5, Section 401.5 that requires a person to receive an acreage burning allocation prior to ignition is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
  - a. OPERATION FEE:
 

\$385	for 25 acres or less
\$540	for more than 25 acres but less than or equal to 75 acres
\$656	for more than 75 acres but less than or equal to 150 acres
\$772	for more than 150 acres
  - b. The operation fee paid for a Stubble fire will be valid for one burn period, which is the time period beginning September 1 and ending December 31, each calendar year. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 6. All fees paid pursuant to Schedule V are non-refundable.
- 7. All fees required pursuant to Schedule V must be paid before conducting a fire.

*(Adopted June 19, 2013; Amended 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/XX/21)*

**SCHEDULE W**  
**PETROLEUM REFINING EMISSIONS TRACKING FEES**

1. ANNUAL EMISSIONS INVENTORIES:

Any Petroleum Refinery owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- |                                      |          |
|--------------------------------------|----------|
| a. Initial submittal:                | \$67,689 |
| b. Each subsequent annual submittal: | \$33,845 |

Any Support Facility owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- |                                      |         |
|--------------------------------------|---------|
| a. Initial submittal:                | \$4,137 |
| b. Each subsequent annual submittal: | \$2,069 |

2. AIR MONITORING PLANS:

Any person required to submit an air monitoring plan in accordance with Regulation 12, Rule 15, Section 403 shall pay a one-time fee of \$9,401.

*(Adopted 6/15/16; Amended 6/5/19, 6/XX/21)*

**SCHEDULE X  
MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES**

For each major stationary source, emitting 35 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide and/or PM<sub>10</sub> within the vicinity of a District proposed community air monitoring location, the fee shall be based on the following:

1.	Organic Compounds	\$60.61 per ton
2.	Sulfur Oxides	\$60.61 per ton
3.	Nitrogen Oxides	\$60.61 per ton
4.	Carbon Monoxide	\$60.61 per ton
5.	PM <sub>10</sub>	\$60.61 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide, or PM<sub>10</sub>, if occurring in an amount less than 35 tons per year, shall not be counted.

*(Adopted: 6/15/16; Amended: 6/21/17)*

**APPENDIX C:  
WRITTEN COMMENTS AND RESPOSNES  
FROM THE WORKSHOP AND PUBLIC  
HEARING**

## Rule Workshop Comments – Regulation 3, Fees

CCEEB comments dated March 19, 2021

**BAAQMD Response to Comment 1:** This year, the Air District staff has provided these background documents earlier in the process to these stakeholders. The Cost Recovery Study results were provided to the Budget Advisory Group (BAG) which includes CCEEB and the Western States Petroleum Association and its five represented Bay Area petroleum refineries, on January 19, but they could have been made available online at the same time. We will change the process to post the draft Cost Recovery and draft Rule Development documents for Regulation 3 available online as soon as they are ready. When the draft budget was finalized on March 15, it was made immediately available online. The Air District Proposed Budgets and Audit Reports may be found on the Air District website at <https://www.baaqmd.gov/publications/annual-budget>.

**Comment 2:** *CCEEB appreciates the effort of District staff in developing the proposed fee schedules and requests further information to help them better determine how costs are calculated and how fee increases are determined.*

**BAAQMD Response to Comment 2:** The Air District believes that the current opportunities for participation, comment and review provide transparency with the regulated entities. Staff has provided more information earlier in the process this year as explained in the above response to Comment 1. Going forward, the staff would welcome further dialog on the specifics of this request and will continue to work with the BAG and other interested entities to improve this process, so that the regulated entities are able to provide better input.

**Comment 3:** *CCEEB requests information from the Air District that tracks the changes in permit activity, and how year-over-year the Bay Area permitting activity (permits received and processed) is trending. In particular, CCEEB asked for permit activity for emergency generators, as the uptick in those permits is likely a time-bound occurrence.*

**BAAQMD Response to Comment 3:** Staff has since provided the requested information to CCEEB relative to Bay Area permitting and permitting trends and would welcome further dialog on the specifics that your organization would like to see. The Air District disagrees with CCEEB's assertion that permit activity for emergency generators is a time-bound occurrence. The Air District has received a steady number of permit applications for emergency generators over the past decade. Staff has provided CCEEB multi-year permit application metrics, and metrics on applications specific to emergency generators.

**Comment 4:** *CCEEB comments that, pursuant to Proposition 26, the Air District must demonstrate that fee amounts are no more than necessary to cover the reasonable costs of regulation.*

**BAAQMD Response to Comment 4:** The Air District is aware of the requirements of Proposition 26, and only proposes fee amendments which would comply with the proposition, as explained in the Rule Development Staff Report as part of the 2<sup>nd</sup> public hearing on the proposed fee amendments. We are happy to help CCEEB better understand the Air District's cost recovery process.

## WSPA comments dated March 19, 2021

**Comment 1 – Executive Summary:** *WSPA commented that “the five refineries are a significant portion of the BAAQMD’s total fee revenue source. The 2021 permit fees paid collectively by the refineries is nearly \$16 million as noted in the District’s recent presentation.” WSPA noted that staff are proposing a new Criteria and Air Toxics Emission Reporting fee and additional increases in some existing fees. WSPA asserts that the petroleum industry is still recovering from the economic impacts of COVID-19 and is expected to continue doing so for some time, so they request that the Board of Directors stay all fee increases for the BAAQMD 2021 fiscal year.*

**BAAQMD Response to Comment 1:** The Air District staff is closely monitoring the Bay Area economy and the economic impacts that COVID-19 has had on Bay Area businesses. Air District staff has presented its detailed Bay Area economic analysis and outlook at various recent Board Meetings. The proposed fee amendments were developed in consideration of the current economy and projected outlook for the Bay Area. This year, the Air District staff is only proposing fees necessary to recover the costs for Air District programs and to help cover the costs of implementing the state-mandated Criteria Pollutant and Toxics Emissions Reporting (CTR) rule.

Currently, the Air District has significant resources assigned to refinery regulatory enforcement, permitting, monitoring and rule development. The Air District is also working on many projects associated with the petroleum refineries, including developing improved emission factors for fugitive emission leaks from heavy liquid service components, reviewing FCCU optimization studies and implementing Regulation 12, Rule 15 Refinery Emission Tracking rule (12-15 program) including development of emission inventory guidelines; reviewing inventories and crude slates; and reviewing and approving air monitoring plans. The 12-15 program is currently being recovered at 15% for Schedule W. The Air District is only proposing to improve cost recovery of this work in addition to the costs of implementing CTR.

**Comment 2 – Schedule X: Community Monitors:** *WSPA comments that the refineries continue to pay annual fees for Schedule X and yet no monitors have been put into operation. They request that the BAAQMD should discontinue collecting the Schedule X fee until plans are in place to install monitors or have regular reporting to the Stationary Source Committee as to status of installation.*

**BAAQMD Response to Comment 2:** When Schedule X was adopted, it was based on projected capital costs, amortized over 10 years, to set up a network of community air monitoring stations. There is no plan to collect Schedule X Fees after these amortized costs of the stations are collected. To date, Schedule X costs are associated with the evaluation of existing monitors, working with the affected communities, and planning, siting, and designing new monitors. Please contact Ila Perkins at [iperkins@baaqmd.gov](mailto:iperkins@baaqmd.gov) or (415) 749-8448 with questions on the community air monitoring station site selection and development, and Jerry Bovee at [jbovee@baaqmd.gov](mailto:jbovee@baaqmd.gov) or (415) 749-4601 with any other questions on the community air monitoring stations.

**Comment 3 – Schedule W: Refinery Emissions Tracking:** *WSPA comments that the refineries pay \$150,000 a year for staff to review inventories that the refineries have prepared. WSPA claims that most of the work for each refinery’s emissions inventory is done by the refineries, so they do not understand why staff costs are high. WSPA hopes to see future process improvements that can ensure inventory methodologies are consistent across Bay Area industries and with other air districts per AB 617.*



**BAAQMD Response to Comment 3:** The Air District is responsible for evaluating and validating emissions. For the 12-15 program, each refinery typically submits upwards of 30 to 40 Excel workbooks and associated documents comprising of upwards to 40 to 50 spreadsheets resulting in millions of cells. The Air District reviews underlying formulas, assumptions, cited references, and established methodologies and identifies deficiencies in the submittals. Previous Air District reviews have identified numerous deficiencies accounting for hundreds of tons of differences in originally submitted emissions inventories and revised emissions inventories. The Air District also expends a considerable amount of time discussing the emissions inventories with the individual refineries and in the WSPA forum. The Air District is working with WSPA and the individual refineries on measures the refineries can take in preparing their submittals that would reduce the amount of effort needed to review and validate such inventories.

The refinery inventories are complex and detailed. Therefore, each must be carefully reviewed by Air District staff. The Air District is working with the refineries and WSPA on methods for improving the data collection and review process for both consistency and efficiency. These include measures that the refineries can take in preparing their submittals that will reduce the required effort to validate such inventories. The Air District will continue to consider all suggestions put forth by the refineries and/or WSPA on this matter.

The Air District is always improving the emissions inventory for all Bay Area facilities and is working with other air districts on the Petroleum Refinery Uniform Emissions Inventory Guidelines workgroup for AB 617.

**Comment 4 – Schedule P: Major Facility Review:** *For Schedule P, WSPA comments that the Air District is recovering over 100% of costs, yet staff are recommending a 7% increase in the fee. Additionally, WSPA requests that that the Schedule P “MFR/SYNTHETIC MINOR MONITORING FEE” be removed or reduced, since they are not clear what work staff perform associated with monitors other than reviewing monthly reports prepared by the facilities and approval of newly installed monitors. If there is additional work, WSPA requests a log of the efforts performed.*

**BAAQMD Response to Comment 4:** Schedule P collects fees for the Major Facility Review program. The Title V permit has a 5-year life cycle, therefore more resources are expended when a Title V renewal is being prepared especially for a detailed permit such as a petroleum refinery. Our fee schedules are evaluated for cost recovery on a 3-year average to smooth out any spikes or dips in cost recovery in a particular year. The one-year cost recovery percentage for Schedule P is shown in Figure 2 of the Air District’s 2021 Cost Recovery Study as 109% for FYE 2020, and the 3-year average, which the Air District uses for cost recovery, is below 100%, at 93.6%. Thus, the proposed 7% change is recommended per the Air District’s cost recovery methodology. WSPA has provided some of the activities covered by the MFR/Synthetic Minor Monitoring Fee, which include reviewing monthly CEM reports for each facility and approval of newly installed monitors. In addition, the following tasks are covered for approved CEMs and approved PEMs. On the CEMs side, it includes CEMS plan/modification approvals, RATA/Performance Specification plan/report review, FAT tests conducted by Air District staff, monthly report reviews and excess emission report reviews. Although we had to scale back FAT testing due to COVID, all other duty/task volumes have increased over the years. In addition, we expect our CEMs work to increase as we are looking into Manual of Procedures revisions that will expand the acceptable pollutant types and QA/QC requirements related to CEMs.

**Comment 5 – Schedule T: Greenhouse Gases:** *For Schedule T, WSPA requests to better understand how the Air District is using these funds.*

**BAAQMD Response to Comment 5:** Stationary source greenhouse gas activities involve many different programs and projects such as the development of the Methane Strategies and Organics Recovery Projects. In addition to the Climate Protection group, this work involves staff from Rule Development, Source Test, Compliance and Enforcement, Engineering, and Assessment, Inventory, & Modeling.

With the Diesel Free by '33 program and the Methane Strategies and Organics Recovery, the Air District will continue to be very active in climate protection and looks forward to working with WSPA on these important initiatives.

The revenue from Schedule T helps recover the costs of the Air District's climate protection program related to stationary sources of air pollution.

The labor hours spent on Schedule T come from 16 programs and we use actual salaries and benefits, which vary by position, pay type, pay rate, and benefits. Cost Recovery is a complete assignment of costs to revenue sources, so for Schedule T, there are some hours of Permit General labor as well as Program General Support labor from each of the 16 programs. In addition to labor charges, there are Services and Supplies expenditures and Capital expenditures from those programs, as well as the indirect costs from District-wide support activities, which are allocated pro-rata to all District revenue and non-revenue activities.

***Comment 6:** WSPA requests that staff provide an update on how they are addressing their list of efficiency improvements as outlined by the 2011 Matrix Consulting Cost Recovery and Containment Report.*

**BAAQMD Response to Comment 6:** The Air District launched the online payment system to help customers pay invoices and the Air District track payments more efficiently. The Air District has developed and put into operation a "permit application received" website tool that allows permit applicants to track the permit application status online. The tool is available here: <https://www.baaqmd.gov/permits/public-notice/permit-applications-received>. Permitting performance metrics are available and have been provided to WSPA and CCEEB. Also, permit applications are triaged and assigned as needed to prevent potential bottlenecks. Staff were provided new tools to view and manage workload which were critical to be highly productive during the pandemic. The Air District continues to develop the New Production System that will provide better functionality for managing all aspects of the permitting, compliance verification and enforcement.

***Comment 7:** We appreciate your consideration of our comments, suggestions, and observations. While we have noted some specific breakdowns in transparency and process - we also appreciate the complexity, scale, and challenges of this work, balanced with District successes achieved with air quality improvements, inspections, grants, and public awareness.*

**BAAQMD Response to Comment 7:** The Air District believes that the current opportunities for participation, comment and review are adequate to help maintain transparency and process with the regulated entities.

In response to comments received during the FYE 2020 Budget and Fee Regulation Amendments process, on September 20, 2019, the Air District established the Budget Advisory Group (BAG) which includes WSPA and its five represented Bay Area petroleum refineries, and the California

Council for Environmental and Economic Balance. The BAG was formed to promote greater participation and input in the annual Budget and Fee Regulation Amendments process.

On January 13, 2021, the Air District provided a copy of the 2021 Cost Recovery Study report to WSPA containing additional detailed supporting data on the proposed fee amendments. On January 19, BAG met where the Air District presented the economic outlook, the rule development schedule and the proposed fee amendments. On March 11, BAG was given a preview of the March 17 presentation to the Air District Board of Directors' Administration Committee. Each meeting provided greater transparency of budget expenditures for those in attendance.

The Air District held a public workshop on February 18 and accepted comments until March 19. WSPA attended and testified at the workshop and provided written comments on the proposed fee amendments. On March 17, Air District staff presented the fee regulation amendments to the Administration Committee and responded to questions on the fee regulation amendments. WSPA participated in each of these meetings.

An initial public hearing to consider testimony on the proposed amendments was held on April 7 with written public comments due on April 30, 2021. A second public hearing, to consider adoption of the proposed fee amendments, has been scheduled for June 16, or as soon thereafter as the matter may be heard.

## **Public Hearing Comments – Regulation 3, Fees**

### CCEEB comments dated April 30, 2021

**Comment 1:** *CCEEB encourages the pursuit of increased efficiency in the Air District's operations and supports the Administration Committee's recommendation to engage consultants to conduct a management performance audit on staff activities and work production.*

**BAAQMD Response to Comment 1:** The Air District staff continually seeks to increase the efficiency of its operations and looks forward to working with the consultants on the management performance audit.

**Comment 2:** *Community Benefit Fund – CCEEB comments that the proposed budget includes an initial \$1 million for the development of a Community Benefit Fund that would provide monetary resources for projects in impacted communities to reduce exposure to air pollution and address public health impacts. CCEEB supports paying for emission reductions as appropriate and notes that Article XVI, Section 6 of the California Constitution prohibits the gifting of public funds to any person or entity and CCEEB requests a legal analysis of how Community Benefit funds are used and distributed.*

**BAAQMD Response to Comment 2:** The Air District will work with the Community Advisory Council currently under development to create a framework for possible uses of the Community Benefit Fund. Staff will ensure that framework is consistent with relevant statutes.

**Comment 3:** *CCEEB appreciates the measures the Air District took to address COVID-19 economic impacts to businesses during the current fiscal year, particularly the decision to forego increases to existing fee schedules. CCEEB suggests that we are still in the midst of the pandemic and the Bay Area economy has not recovered to pre-COVID levels, so CCEEB requests that the Air District again postpone any fee increases and the new Criteria Pollutant and*

*Toxic Emissions Reporting (CTR) fee for the upcoming fiscal year.*

**BAAQMD Response to Comment 3:** The Air District staff has been closely tracking the Bay Area economy and effects of the pandemic. The fee amendment recommendations proposed for this fiscal year have been made with this information considered.

While the Bay Area's economy has been initially recovering slower from the impacts of Covid-19 than other metropolitan areas around the country and taking longer due to stricter shutdowns, economic activity has picked up considerably and robustly since the beginning of 2021.

This rebound in economic activity is evidenced by stronger hiring across all sectors of the Bay Area's economy and higher prices paid both by producers and consumers in the Bay Area, including very different global energy prices. Compared with last year's uncertainty for the economic path of the Bay Area's economy given the unknown and untested strategies to contain the virus, this year the situation is very different. Now, the country has a clear and safe way to put the virus behind us. 2021 is projected to be one of the best for the country's and Bay Area's economy since World War II, thanks to strong federal spending geared toward economic recovery efforts.

Because of the expectations of historically higher economic growth and higher than average inflation – even if temporary – postponing fee increases for the next fiscal year would not be fiscally prudent for the Air District in this economic environment.

**Comment 4:** *CCEEB comments that, pursuant to California Health & Safety Code Sections 40271-40275, the Air District receives property tax revenue every year that accounts for about 34% of the FYE 2022 general fund revenues. CCEEB asserts that this revenue stream helps to stabilize Air District revenues in the event of economic downturns like the one we are currently experiencing, and that Health & Safety Code Section 40271 anticipates that the property tax revenue received will be utilized for the next fiscal year. CCEEB also observes that it appears that the Air District regularly shifts a significant portion of this revenue to its reserves, which have increased about 23% per year over the last decade to levels that are now nearly three times the Board's policy goal – even after reducing the fund balance by about \$24 million in 2017 and 2019 via property acquisitions. Thus, CCEEB suggests there is fiscal space for BAAQMD to delay any aggressive fee increases until the local economy is on a more stable footing.*

**BAAQMD Response to Comment 4:** California State Law allows the Air District to recover up to 100% of permit related cost through fees. While property tax revenue is currently being used to fill the gap to cover permit-related activities, this is only intended until the Air District is able to reach its goal of 100% cost recovery. General Fund Reserves should not be used to support on-going costs. While the Air District currently has a healthy reserve, the Air District must be fiscally prudent with its reserves to weather any potential long-term economic recovery or uncertainties.

**Comment 5:** *CCEEB comments that the Air District has a cost recovery goal of 85%. Some members of the Board have expressed a desire to establish a goal of 100% cost recovery for future years. Before embarking on such a goal, CCEEB believes that the Air District first needs to focus on cost effectiveness of its current operations.*

**BAAQMD Response to Comment 5:** The Board of Directors is currently having this policy discussion and will provide further direction to staff. The Air District is currently working on hiring both a management consultant and looking at working with Matrix to reexamine cost recovery.

**Comment 6:** CCEEB asserts that for fiscal years ending 2015-2020, cost recovery has remained steady at 83-86% over the period, following the stated goal to achieve 85% recovery and, the total implied costs for the District's delivery of fee services have increased nearly 7% per year, which is more than three times the rate of inflation over this period. Recognizing this, CCEEB believes it will be difficult to plan for and reach 100% cost recovery under existing spending practices as the Air District continues to make recommendations that will likely lead to cost increases greater than inflation.

**BAAQMD Response to Comment 6:** The Air District staff is aware of the complexities with proposing a 100% cost recovery target and will conduct an appropriate analysis prior to any such recommendation.

Inflation in the Bay Area is different from the US average inflation, it is typically higher. If CCEEB is referring to "inflation" as a CPI index, there are several indexes. During some years, the Bay Area consumer CPI index more than doubles US average rate. While the US average CPI-U index for metropolitan areas during 2015-20 averaged under 2% per year, the Bay Area's averaged over 3.1% per year.

The fact that the Air District is trying to recover costs by increasing fees on an average of 6.8% across different schedules does not imply that the Air District's costs have increased on average 6.8%. Air District's costs do not necessarily mirror inflation, nor do any organization's costs, since inflation is an average index of consumer goods, a basket of goods and services, and organizations may or may not consume similar goods or services to an average consumer. Therefore, the comparison with the CPI-U is not relevant, since CPI-U does not accurately reflect Air District's costs.

**Comment 7:** CCEEB asserts that the Air District should examine its hiring plans and the resulting budget impact in the context of its long-term costs and revenue streams. Large staff increases come with significant pension and OPEB obligations, and these new positions and costs must be justified against projected workload in the future. These ongoing costs require sustainable funding sources. Larger stationary sources continue to reduce emissions and/or shut down, as we have seen in the current economic downturn and fee revenue diminishes. CCEEB suggests the Air District consider the strategic use of contract labor for one-time projects or surges in workload. For example, the Air District could utilize consultants or temporary employees to process permit applications, as has been recently done to conduct Rule 11-18 health risk assessments. Employing temporary contractors could allow the District to complete its work without taking on the long-term financial obligations for which there is not dependable funding.

**BAAQMD Response to Comment 7:** Contractors and consultants are currently used for short term projects. Many of the Air District programs are understaffed and have been for many years. As part of the request for staff expansion this year, the Board is requiring the Air District to undergo a management audit to examine how staff resources are deployed in certain areas that require staff increases.

**Comment 8:** CCEEB comments that for some fee schedules, the Air District is already recovering more than 100% of its costs. For example, Schedule C shows a cost recovery of 220%, Schedule P shows a cost recovery of 109%, and Schedule X is recovering 1111% of its costs. We understand the proposed fee increases are based on an historical three-year average cost recovery, but we are concerned that the District has not demonstrated a justification for collecting fees in excess of 100% of costs. Charging fees in this manner could constitute a tax. CCEEB

*notes that, pursuant to Proposition 26, the Air District must demonstrate that fee amounts are no more than necessary to cover the reasonable costs of regulation. Therefore, it is incumbent upon the District to provide details on how the costs have been calculated.*

**BAAQMD Response to Comment 8:** The Air District is aware of the requirements of Proposition 26, and only proposes fee amendments which would comply with the proposition, as explained in the Rule Development Staff Report as part of the 2<sup>nd</sup> public hearing on the proposed fee amendments. Labor costs vary for the different programs from year to year. We are happy to help CCEEB better understand the Air District's cost recovery process.

When Schedule X was adopted, it was based on projected capital costs, amortized over 10 years, to set up a network of community air monitoring stations. There is no plan to collect Schedule X Fees after these amortized costs of the stations are collected. To date, Schedule X costs are associated with the evaluation of existing monitors, working with the affected communities, and planning, siting, and designing new monitors. Please contact Ila Perkins at [iperkins@baaqmd.gov](mailto:iperkins@baaqmd.gov) or (415) 749-8448 with questions on the community air monitoring station site selection and development, and Jerry Bovee at [jbovee@baaqmd.gov](mailto:jbovee@baaqmd.gov) or (415) 749-4601 with any other questions on the community air monitoring stations.

Air District's priorities are regularly evaluated and reallocated. Recent priorities have focused on odorous source types such as landfills and composting facilities. Specifically for Schedule C sources, the Air District is reviewing Regulation 8, Rule 5: Storage of Organic Liquids for rule development to meet AB 617 Best Available Retrofit Control Technology (BARCT) requirements. This effort would shift priorities and resources to the organic liquid storage tank category.

The one-year cost recovery percentage for Schedule P is shown in Figure 2 of the Air District's 2021 Cost Recovery Study as 109.0% for FYE 2020, and the 3-year average, which the Air District uses for cost recovery, is below 100%, at 93.6%. Thus, the proposed 7% change is recommended per the Air District's cost recovery methodology. Some of the activities covered by Schedule P include reviewing monthly CEM reports for each facility and approval of newly installed monitors. In addition, the following tasks are covered for approved CEMs and approved PEMs. On the CEMs side, it includes CEMS plan/modification approvals, RATA/Performance Specification plan/report review, FAT tests conducted by Air District staff, monthly report reviews and excess emission report reviews. Although we had to scale back FAT testing due to COVID, all other duty/task volumes have increased over the years. In addition, we expect our CEMs work to increase as we are looking into Manual of Procedures revisions that will expand the acceptable pollutant types and QA/QC requirements related to CEMs.

**Comment 9:** *CCEEB asserts that the way the Air District determines and calculates its costs and how these costs determine fee increases remains opaque. CCEEB claims that in some cases, the records appear to indicate that staff recorded more hours than exist in a total working year. CCEEB requests an explanation of staff's coding of ~9,000 hours for "engineering special projects," which comprises 7% of staff's total billing codes for FY 2020. It is unclear what work these hours are allocated for as they do not appear to support work associated with Engineering staff's primary functions, such as permit evaluations. CCEEB seeks a clear description of how timekeeping is recorded, allocated to programs, and converted into costs that determine fee increases.*

**BAAQMD Response to Comment 9:** The Air District believes that the current opportunities for participation, comment and review provide transparency with the regulated entities. Going forward, the staff would welcome further dialog on the specifics of this request and will continue

to work with the BAG and other interested entities improve this process.

Many staff work on 'engineering special projects' such as maintaining permit documents such as forms, the website, the Permit Handbook, Policies and Procedures, and the Best Available Control Technology Guidance. These activities are not coded to the direct permitting of stationary sources. Another example is staff training that is not specific to certain source category.

**Comment 10:** *Criteria Pollutant and Toxic Emissions Reporting Fee – CCEEB comments that Air District staff is proposing that each permitted facility shall pay a new CTR fee equal to 4.4% of the facility's annual total permit renewal fee, not to exceed \$50,000. CCEEB appreciates the fee cap but is unable to understand the cost recovery basis for this fee, as it does not appear to reflect the amount of time that must be spent in determining and/or verifying emissions and reporting the information to the Air Resources Board. The 4.4% of a facility's total permit renewal fee does not adequately cover costs for permitting small sources, thus effectively shifting the financial burden to major sources.*

*Refineries in particular have a fee imposed by Regulation 12-15. Other facilities will report pursuant Regulation 11-18. It is our hope that the District streamlines its processes to avoid duplication of efforts and costs and suggest this could be an area ripe for further evaluation in a management performance audit.*

**BAAQMD Response to Comment 10:** Criteria Pollutant and Toxic Emissions Reporting, the Regulation 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities, and Regulation 12-15: Petroleum Refining Emissions Tracking are separate programs. Although there is some data that that is shared, the requirements are different. The primary purpose of CTR is to report specific data to the California Air Resources Board. The 11-18 program requires additional information for modeling. The 12-15 program is used to track emissions trends with crude slate.

One purpose of the CTR fee is to fund the effort to program the Air District system to manage the new CTR requirements and provide tools for reporting. The proposed fee would be applied to all permitted facilities as they would be subject to CTR when fully implemented.

In 2021, the first phase of CTR impacts five (5) petroleum refineries and three (3) support facilities. The collection and processing of CTR data is currently being done in conjunction with 12-15 reporting. The Air District has tried to work with the facilities to streamline the data gathering process until a more efficient system is in place. Engineering and Assessment, Inventory and Modeling staff have spent considerable time to manually prepare inventories under California Emission Inventory Development and Reporting System (CEIDARS) and now CTR from these facilities for submittal to the California Air Resources Board. Despite this, we are committed to continue our streamlining efforts with the facilities. When the system changes are implemented, staff expects efficiency improvements for the regulated community and Air District staff.

**Comment 11:** *AB 617 Community Health Impact Fee – CCEEB comments that the Air District adopted a new AB 617 Community Health Impact fee for the current fiscal year and that it the fee structure was changed just before adoption with no explanation as to how 6.7% of the permit renewal fees for Title V facilities may equate to proportionate emissions from these facilities versus other sources of emissions. CCEEB believes that the AB 617 fee places a disproportionate portion of program costs on permitted stationary sources, particularly major sources. AB 617 seeks to identify and reduce all emissions that may impact communities, and*

*the bulk of the emissions, as the District is quite aware, is emitted by mobile sources. CCEEB is still seeking clarity on how the Air District determined the existing AB 617 fee structure.*

**BAAQMD Response to Comment 11:** The Air District's Community Health Protection Program works with Bay Area communities to improve community health by reducing exposure to air pollutants in neighborhoods most impacted by air pollution. Air District staff work closely with the California Air Resources Board (CARB), other local air districts, community groups, community members, environmental organizations, regulated industries, and other key stakeholders to reduce harmful air pollutants. The AB 617 Community Health Impact fee was introduced and adopted on June 3, 2020. The rationale and analysis for the fee is fully described in the Rule Development Staff Report for the proposed amendments to Regulation 3 for Fiscal Year End 2021.

**Comment 12:** *CCEEB comments that AB 617 has been underfunded and that sustainable funding should be provided by the State rather than placing the burden on stationary sources. CCEEB supports the Air District joining other air quality management districts in seeking more State funding for the implementation of AB 617, given it is a state-mandated program. For any shortfall that may still exist, then only the portion of the shortfall equal to the relative contribution of the burden identified in AB 617 as arising from stationary sources should be charged to stationary sources. The remaining costs should be funded by property tax revenue from the counties as these represent burdens contributed by activities of the general public.*

**BAAQMD Response to Comment 12:** The Air District currently receives \$9 million per year in state funding for the Community Air Protection Program. Air District activities and expenditures are regularly provided to the California Air Resources Board. These grants do not fully cover the costs of the program. Since stationary sources contribute to the air pollution that impacts these communities, it is reasonable that stationary sources should provide some funding to the program. Staff carefully tracks labor costs and other expenditures to ensure that the fee only covers activities to which stationary sources contribute. For example, community-scale ambient air quality monitoring is an eligible expense since stationary sources make up a portion of ambient air pollution. Other expenses are not considered appropriate for this funding and are paid from the state grant. For example, capacity building grants to community-based organizations in San Jose would not be appropriate for this funding.





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## **2021 COST RECOVERY STUDY**

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January 2021

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## **Executive Summary**

The 2021 Cost Recovery Study includes the latest fee-related cost and revenue data gathered for FYE 2020 (i.e., July 1, 2019 - June 30, 2020). The results of this 2021 Cost Recovery Study will be used as a tool in the preparation of the FYE 2022 budget, and for evaluating potential amendments to the Air District's Regulation 3: Fees.

The completed cost recovery analysis indicates that in FYE 2020 there continued to be a revenue shortfall, as overall direct and indirect costs of regulatory programs exceeded fee revenue (see Figure 2).

For the 3-year period 2018 to 2020, the Air District is recovering approximately 85 percent of its fee-related activity costs (see Figure 3). The overall magnitude of this cost recovery gap was determined to be approximately \$8.5 million. This cost recovery gap was filled using General Fund revenue received by the Air District from the counties' property tax revenue.

The 2021 Cost Recovery Study also addressed fee-equity issues by analyzing whether there is a revenue shortfall at the individual Fee Schedule level. For the 3-year period, it was noted that of the twenty-three Fee Schedules for which cost recovery could be analyzed, six of the component Fee Schedules had fee revenue contributions exceeding total cost.

## **Background**

The Air District is responsible for protecting public health and the environment by achieving and maintaining health-based national and state ambient air quality standards, and reducing public exposure to toxic air contaminants, in the nine-county Bay Area region. Fulfilling this task involves reducing air pollutant emissions from sources of regulated air pollutants and maintaining these emission reductions over time. In accordance with State law, the Air District's primary regulatory focus is on stationary sources of air pollution.

The Air District has defined units for organizational purposes (known as "Programs") to encompass activities which are either dedicated to mission-critical "direct" functions, such as permitting, rule-making, compliance assurance, sampling and testing, grant distribution, etc., or are primarily dedicated to support and administrative "indirect" functions. The Air District has also defined revenue source categories for time billing purposes (known as "Billing Codes") for all activities, i.e., the permit fee schedules, grant revenue sources, and general support activities.

The Air District's air quality regulatory activities are primarily funded by revenue from regulatory fees, government grants and subventions, and county property taxes. Between 1955 and 1970, the Air District was funded entirely through property taxes. In 1970, the California Air Resources Board (CARB) and U.S. Environmental Protection Agency began providing grant funding to the Air District. After the passage of Proposition 13, the Air District qualified as a "special district" and became eligible for AB-8 funds, which currently make up the county revenue portion of the budget.

State law authorizes the Air District to impose a schedule of fees to generate revenue to recover the costs of activities related to implementing and enforcing air quality programs. On a regular basis, the Air District has considered whether these fees result in the collection of a sufficient and appropriate amount of revenue in comparison to the cost of related program activities.

In 1999, a comprehensive review of the Air District's fee structure and revenue was completed by the firm KPMG Peat Marwick LLP (*Bay Area Air Quality Management District Cost Recovery Study, Final Report: Phase One – Evaluation of Fee Revenues and Activity Costs; February 16, 1999*). The Study recommended an activity-based costing model, which has been implemented. Also, as a result of that Study, the Air District implemented a time-keeping system. These changes improved the Air District's ability to track costs by program activities. The 1999 Cost Recovery Study indicated that fee revenue did not offset the full costs of program activities associated with sources subject to fees as authorized by State law. Property tax revenue (and in some years, fund balances) have been used to close this gap.

In 2004, the Air District's Board of Directors approved funding for an updated Cost Recovery Study that was conducted by the accounting/consulting firm Stonefield Josephson, Inc. (*Bay Area Air Quality Management District Cost Recovery Study, Final Report; March 30, 2005*). This Cost Recovery Study analyzed data collected during the three-year period FYE 2002 through FYE 2004. It compared the Air District's costs of program activities to the associated fee revenues and analyzed how these costs are apportioned amongst the fee-payers. The Study indicated that a significant cost recovery gap existed. The results of this 2005 report and subsequent internal cost recovery studies have been used by the Air District in its budgeting process, and to set various fee schedules.

In March 2011, another study was completed by Matrix Consulting Group (*Cost Recovery and Containment Study, Bay Area Air Quality Management District, Final Report; March 9, 2011*). The purpose of this Cost Recovery and Containment Study was to provide the Air District with guidance and opportunities for improvement regarding its organization, operation, and cost recovery/allocation practices. A Cost Allocation Plan was developed and implemented utilizing FYE 2010 expenditures. This Study indicated that overall, the Air District continued to under-recover the costs associated with its fee-related services. In order to reduce the cost recovery gap, further fee increases were recommended for adoption over a period of time in accordance with a Cost Recovery Policy to be adopted by the Air District's Board of Directors. Also, Matrix Consulting Group reviewed and discussed the design and implementation of the new Production System which the Air District is developing in order to facilitate cost containment through increased efficiency and effectiveness.

Air District staff initiated a process to develop a Cost Recovery Policy in May 2011, and a Stakeholder Advisory Group was convened to provide input in this regard. A Cost Recovery Policy was adopted by the Air District's Board of Directors on March 7, 2012. This policy specifies that the Air District should amend its fee regulation, in conjunction with the adoption of budgets for Fiscal Year Ending (FYE) 2014 through FYE 2018, in a manner sufficient to increase overall recovery of regulatory program activity costs to

85%. The policy also indicates that amendments to specific fee schedules should continue to be made in consideration of cost recovery analyses conducted at the fee schedule-level, with larger increases being adopted for the schedules that have the larger cost recovery gaps.

In February 2018, Matrix Consulting Group completed an update of the 2011 cost recovery and containment study for the fiscal year that ended June 30, 2017. The primary purpose of this Study was to evaluate the indirect overhead costs associated with the Air District and the cost recovery associated with the fees charged, by the Air District. The project team evaluated the Air District's FYE 2017 Programs to assess their classification as "direct" or "indirect". In addition, they audited the time tracking data associated with each of the different fee schedules. The Study provided specific recommendations related to direct and indirect cost recovery for the Air District, as well as potential cost efficiencies.

This 2021 Cost Recovery Study incorporated the accounting methodologies developed by KPMG in 1999, Stonefield Josephson, Inc. in 2005 and Matrix Consulting Group in 2011. The Study included the latest cost and revenue data gathered for FYE 2020 (i.e., July 1, 2018 - June 30, 2020). The results of the 2021 Cost Recovery Study will be used as a tool in the preparation of the budget for FYE 2022, and for evaluating potential amendments to the Air District's Regulation 3: Fees.

## **Legal Authority**

In the post-Prop 13 era, the State Legislature determined that the cost of programs to address air pollution should be borne by the individuals and businesses that cause air pollution through regulatory and service fees. The primary authority for recovering the cost of Air District programs and activities related to stationary sources is given in Section 42311 of the Health and Safety Code (HSC), under which the Air District is authorized to:

- Recover the costs of programs related to permitted stationary sources
- Recover the costs of programs related to area-wide and indirect sources of emissions which are regulated, but for which permits are not issued
- Recover the costs of certain hearing board proceedings
- Recover the costs related to programs that regulate toxic air contaminants

The measure of the revenue that may be recovered through stationary source fees is the full cost of all activities related to these sources, including all direct Program costs and a commensurate share of indirect Program costs. Such fees are valid so long as they do not exceed the reasonable cost of the service or regulatory program for which the fee is charged, and are apportioned amongst fee payers such that the costs allocated to each fee-payer bears a fair or reasonable relationship to its burden on, and benefits from, the regulatory system.

Air districts have restrictions in terms of the rate at which permit fees may be increased. Under HSC Section 41512.7, permit fees may not be increased by more than 15 percent on a facility in any calendar year.

## **Study Methodology**

The methodology for determining regulatory program revenue and costs is summarized as follows:

### Revenue

Revenue from all permit renewals and applications during the FYE 2020 was assigned to the appropriate Permit Fee Schedules. This is a continued improvement over prior years' process, as more facilities are managed in the New Production System.

### Costs

Costs are expenditures that can be characterized as being either direct or indirect. Direct costs can be identified specifically with a particular program activity. Direct costs include wages and benefits, operating expenses, and capital expenditures used in direct support of the particular activities of the Air District (e.g., permit-related activities, grant distribution, etc.).

Indirect costs are those necessary for the general operation of the Air District as a whole. Often referred to as "overhead", these costs include accounting, finance, human resources, facility costs, information technology, executive management, etc. Indirect costs are allocated to other indirect Programs, using the reciprocal (double-step down) method, before being allocated to direct Programs.

Employee work time is tracked by the hour, or fraction thereof, using both Program and Billing Code detail. This time-keeping system allows for the capture of all costs allocatable to a revenue source on a level-of-effort basis.

Employee work time is allocated to activities within Programs by billing codes (BC1-BC99), only two of which indicate general support. One of these two general support codes (BC8) is identified with permitting activities of a general nature, not specifically related to a particular Fee Schedule.

Operating and capital expenses are charged through the year to each Program, as incurred. In cost recovery, these expenses, through the Program's Billing Code profile, are allocated on a pro-rata basis to each Program's revenue-related activity. For example, employees working in grant Programs (i.e., Smoking Vehicle, Mobile Source Incentive Fund, etc.) use specific billing codes (i.e., BC3, BC17, etc.). All operating/capital expense charges in those grant Programs are allocated pro-rata to those grant activities. Employees working in permit-related Programs (i.e., Air Toxics, Compliance Assurance, Source Testing, etc.) also use specific permit-related billing codes (i.e., BC8, BC21, BC29, etc.) and all operating/capital expense charges incurred by those Programs are allocated pro-rata to those Program's activity profiles, as defined by the associated billing codes.

Direct costs for permit activities include personnel, operating and capital costs based on employee work time allocated to direct permit-related activities, and to general permit-related support and administrative activities (allocated to Fee Schedules on pro-rata basis). Indirect costs for permit activities include that portion of general support personnel, operating and capital costs allocated pro-rata to permit fee revenue-related program activities.

## **Study Results**

Figure 1 shows a summary of overall regulatory program costs and revenue for FYE 2020. Figure 2 shows the details of costs and revenue on a fee schedule basis for FYE 2020. Figure 3 shows the details of average fee schedule costs and revenue for the three-year period FYE 2018 through FYE 2020.

## **Discussion of Results**

Figure 1 indicates that in FYE 2020 there continued to be a revenue shortfall, as the direct and indirect costs of regulatory programs exceeded fee revenue. The overall magnitude of the cost recovery gap was determined to be \$9.4 million for FYE 2020. This cost recovery gap was filled by General Fund revenue received by the Air District from the counties.

Figure 2 shows that in FYE 2020 there were revenue shortfalls for most of the twenty-three fee schedules for which cost recovery can be analyzed. For FYE 2020, the Air District is recovering 84.5% of its fee-related activity costs. The revenue collected exceeded Program costs for eight fee schedules. These are, Schedule C (Stationary Containers for the Storage of Organic Liquids), Schedule D (Gasoline Transfer at Gasoline Dispensing Facilities, Bulk Plants and Terminals), Schedule E (Solvent Evaporating Sources), Schedule G-5 (Miscellaneous Sources), Schedule L (Asbestos Operations), Schedule P (Major Facility Review Fees), Schedule R (Equipment Registration Fees), and Schedule X (Community Air Monitoring). The revenue collected was less than program costs for 15 fee schedules. These are Schedule A (Hearing Board), Schedule B (Combustion of Fuels), Schedule F (Miscellaneous Sources), Schedule G-1 (Miscellaneous Sources), Schedule G-2 (Miscellaneous Sources), Schedule G-3 (Miscellaneous Sources), Schedule G-4 (Miscellaneous Sources), Schedule H (Semiconductor and Related Operations), Schedule I (Dry Cleaners), Schedule K (Solid Waste Disposal Sites), Schedule N (Toxic Inventory Fees), Schedule S (Naturally Occurring Asbestos Operations), Schedule T (Greenhouse Gas Fees), Schedule V (Open Burning), and Schedule W (Refinery Emissions Tracking),.

Figure 3 shows that over a three-year period (FYE 2018 through FYE 2020) there were revenue shortfalls for most of the twenty-three fee schedules for which cost recovery can be analyzed. For this three-year period, the Air District is recovering approximately 85.0% of its fee-related activity costs. The revenue collected exceeded costs for six fee schedules. These are Schedule C (Stationary Containers for the Storage of Organic Liquids), Schedule D (Gasoline Transfer at Gasoline Dispensing Facilities, Bulk Plants and Terminals), Schedule G-5 (Miscellaneous Sources), Schedule L (Asbestos Operations), Schedule R (Equipment Registration Fees), and Schedule X (Community Air Monitoring). The revenue collected was lower than costs for 17 fee schedules.

These are Schedule A (Hearing Board), Schedule B (Combustion of Fuel), Schedule E (Solvent Evaporating Sources), Schedule F (Miscellaneous Sources), Schedule G-1 (Miscellaneous Sources), Schedule G-2 (Miscellaneous Sources), Schedule G-3 (Miscellaneous Sources), Schedule G-4 (Miscellaneous Sources), Schedule H (Semiconductor and Related Operations), Schedule I (Dry Cleaners), Schedule K (Solid Waste Disposal Sites), Schedule N (Toxic Inventory Fees), Schedule P (Major Facility Review Fees), Schedule S (Naturally Occurring Asbestos Operations), Schedule T (Greenhouse Gas Fees), Schedule V (Open Burning), and Schedule W (Refinery Emissions Tracking).

The Air District uses the three-year averages shown in Figure 3 in evaluating proposed amendments to Regulation 3, Fees at the fee schedule level because longer averaging periods are less sensitive to year-to-year variations in activity levels that occur due to economic or market variations and regulatory program changes affecting various source categories.

## **Conclusions**

Air District staff has updated the analysis of cost recovery of its regulatory programs based on the methodology established by the accounting firms KPMG in 1999 and Stonefield Josephson, Inc. in 2005 and updated by Matrix Consulting Group in 2011 and in 2018. The analysis shows that fee revenue continues to fall short of recovering activity costs. For FYE 2018 to 2020, the Air District is recovering approximately 85.0% of its fee-related activity costs. The overall magnitude of this cost recovery gap was determined to be approximately \$8.5 million.

To reduce or stabilize expenditures, the Air District has implemented various types of cost containment strategies, including developing an online permitting system for high-volume source categories, maintaining unfilled positions when feasible, and reducing service and supply budgets. In order to reduce the cost recovery gap, further fee increases will need to be evaluated in accordance with the Cost Recovery Policy adopted by the Air District's Board of Directors.





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## **2021 Cost Recovery Study**

### **FIGURES**

Figure 1: Total Permit Fee Revenue, Costs and Gap for FYE 2020 (in Millions)

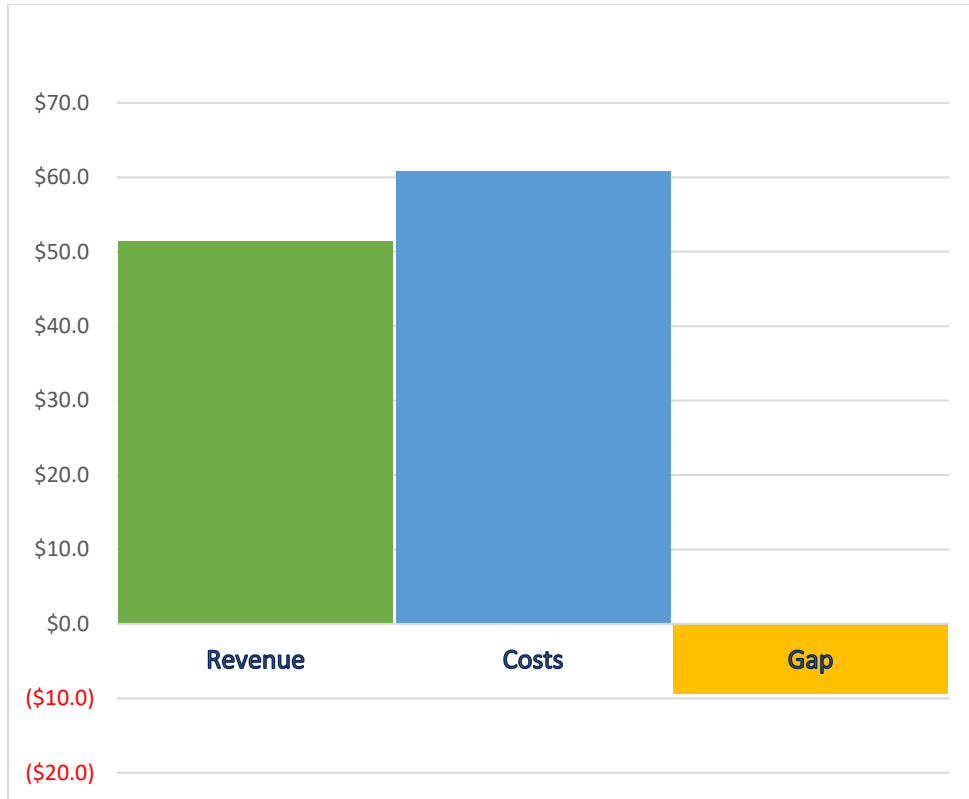


Figure 2: Fee Revenue and Program Costs by Fee Schedule, FYE 2020

		Direct Cost	Indirect Cost	Total Cost	Application & Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327 Renewal Processing	Reg 3-311 - Banking	Total Revenue	3 Yr Surplus Deficit	Cost Recovery %
A	Hearing Board	34,904	31,170	66,074	37,093	0	0	0		37,093	(28,981)	56.1%
B	Combustion of Fuel	6,502,684	3,767,955	10,270,639	8,308,863	694,801	193,890	462,260	11,176	9,670,991	(599,648)	94.2%
C	Storage Organic Liquid	754,010	428,562	1,182,572	2,258,275	139,716	172,986	32,950		2,603,926	1,421,354	220.2%
D	Gasoline Dispensing / Bulk T	3,629,779	2,103,899	5,733,678	6,737,714	43,647	58,089	238,047		7,077,497	1,343,820	123.4%
E	Solvent Evaporation	2,554,931	1,590,928	4,145,859	4,028,203	68,820	38,257	203,423		4,338,702	192,843	104.7%
F	Miscellaneous	2,720,691	1,569,518	4,290,209	2,395,565	162,906	90,929	141,782		2,791,183	(1,499,026)	65.1%
G1	Miscellaneous	3,797,994	2,189,792	5,987,787	3,092,209	147,602	94,370	43,502		3,377,683	(2,610,104)	56.4%
G2	Miscellaneous	1,107,628	644,724	1,752,352	992,082	33,564	68,224	7,851		1,101,720	(650,631)	62.9%
G3	Miscellaneous	739,290	445,393	1,184,682	701,913	21,684	63,219	567		787,383	(397,300)	66.5%
G4	Miscellaneous	2,219,283	1,295,895	3,515,178	1,448,914	792,773	61,887	619		2,304,192	(1,210,986)	65.5%
G5	Miscellaneous	339,096	226,803	565,899	670,430	31,853	61,798	335		764,415	198,516	135.1%
H	Semiconductor	170,674	99,621	270,295	236,693	0	0	4,867		241,559	(28,736)	89.4%
I	Drycleaners	26,507	17,098	43,605	2,363	0	0	358		2,721	(40,884)	6.2%
K	Waste Disposal	2,592,513	1,606,577	4,199,091	186,010	114,805	0	3,991		304,806	(3,894,285)	7.3%
L	Asbestos	1,515,640	1,204,827	2,720,468	4,283,337	0	0	0		4,283,337	1,562,869	157.4%
N	Toxic Inventory (AB2588)	1,084,457	535,641	1,620,097	754,864	0	0	0		754,864	(865,233)	46.6%
P	Major Facility Review (Title V	3,469,393	2,123,430	5,592,823	6,096,660	0	0	0		6,096,660	503,837	109.0%
R	Registration	49,201	37,869	87,071	350,329	2,365	0	13,124		365,818	278,747	420.1%
S	Naturally Occurring Asbestos	347,150	254,183	601,333	97,167	0	0	0		97,167	(504,166)	16.2%
T	GreenHouse Gas	3,112,676	1,516,281	4,628,957	3,136,724	0	0	0		3,136,724	(1,492,233)	67.8%
V	Open Burning	471,967	393,719	865,685	203,364	0	0	0		203,364	(662,322)	23.5%
W	Refinery Emissions Tracking	871,680	494,150	1,365,830	152,547	0	0	0		152,547	(1,213,283)	11.2%
X	Community Air Monitoring	47,835	29,624	77,459	860,838	0	0	0		860,838	783,379	1111.4%
	<b>Total</b>	<b>38,159,982</b>	<b>22,607,659</b>	<b>60,767,641</b>	<b>47,032,155</b>	<b>2,254,536</b>	<b>903,647</b>	<b>1,153,676</b>	<b>11,176</b>	<b>51,355,190</b>	<b>(9,412,451)</b>	<b>84.51%</b>



Figure 3: Fee Revenue and Program Costs by Fee Schedule, FYE 2018-2020, 3-Year Average

		Direct Cost	Indirect Cost	Total Cost	Application & Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327 Renewal Processing	Reg 3-311 - Banking	Total Revenue	3 Yr Surplus Deficit	Cost Recovery %
A	Hearing Board	78,865	45,023	123,889	33,380	0	0	0		33,380	(90,508)	26.9%
B	Combustion of Fuel	6,154,144	3,326,013	9,480,157	8,049,572	577,127	255,605	438,310	14,727	9,335,341	(144,816)	98.5%
C	Storage Organic Liquid	554,755	302,251	857,006	2,236,878	200,813	183,115	38,377		2,659,183	1,802,177	310.3%
D	Gasoline Dispensing / Bulk T	4,127,072	2,205,973	6,333,045	6,241,800	24,150	25,498	228,519		6,519,967	186,922	103.0%
E	Solvent Evaporation	2,836,672	1,588,611	4,425,284	3,322,888	49,874	25,453	204,841		3,603,056	(822,228)	81.4%
F	Miscellaneous	2,302,552	1,239,686	3,542,238	2,178,505	679,721	74,104	139,803		3,072,134	(470,104)	86.7%
G1	Miscellaneous	3,885,148	2,084,356	5,969,504	2,721,065	88,270	76,869	45,676		2,931,880	(3,037,624)	49.1%
G2	Miscellaneous	1,020,280	551,461	1,571,742	795,842	25,025	40,899	8,216		869,982	(701,760)	55.4%
G3	Miscellaneous	597,927	338,224	936,151	653,452	10,820	34,213	1,195		699,680	(236,471)	74.7%
G4	Miscellaneous	2,138,918	1,144,892	3,283,810	1,375,225	522,104	84,833	943		1,983,105	(1,300,705)	60.4%
G5	Miscellaneous	269,732	161,613	431,345	726,420	20,279	33,677	943		781,319	349,974	181.1%
H	Semiconductor	181,418	98,965	280,383	208,760	0	201	5,187		214,149	(66,235)	76.4%
I	Drycleaners	16,398	8,592	24,989	3,759	0	4,537	1,595		9,892	(15,098)	39.6%
K	Waste Disposal	2,065,032	1,182,426	3,247,458	171,255	120,037	110	3,873		295,275	(2,952,182)	9.1%
L	Asbestos	1,533,882	1,057,864	2,591,746	4,445,502	0	0	0		4,445,502	1,853,756	171.5%
N	Toxic Inventory (AB2588)	612,608	299,658	912,266	448,424	0	0	0		448,424	(463,842)	49.2%
P	Major Facility Review (Title V	3,992,021	2,132,956	6,124,977	5,733,911	0	0	0		5,733,911	(391,067)	93.6%
R	Registration	128,309	85,503	213,812	316,341	2,229	558	12,934		332,062	118,250	155.3%
S	Naturally Occurring Asbestos	420,488	251,837	672,325	89,437	0	0	0		89,437	(582,888)	13.3%
T	GreenHouse Gas	2,828,758	1,179,936	4,008,694	2,948,942	0	0	0		2,948,942	(1,059,752)	73.6%
V	Open Burning	380,723	275,387	656,110	194,713	0	0	0		194,713	(461,397)	29.7%
W	Refinery Emissions Tracking	606,748	325,416	932,164	144,134	0	0	0		144,134	(788,030)	15.5%
X	Community Air Monitoring	147,424	74,027	221,451	948,431	0	0	0		948,431	726,980	428.3%
	<b>Total</b>	<b>36,879,874</b>	<b>19,960,670</b>	<b>56,840,545</b>	<b>43,988,636</b>	<b>2,320,447</b>	<b>839,674</b>	<b>1,130,413</b>	<b>14,727</b>	<b>48,293,897</b>	<b>(8,546,647)</b>	<b>84.96%</b>

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Public Hearing to Consider Adoption of the Air District's Proposed Budget for Fiscal  
Year Ending (FYE) 2022

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RECOMMENDED ACTION

Recommend Board of Directors conduct its second and final public hearing and consider adoption of a resolution to approve the Budget for the Fiscal Year Ending (FYE) 2022 and various budget related actions.

BACKGROUND

Pursuant to Health and Safety Code Section 40131, the Executive Officer/APCO will present the FYE 2022 proposed budget to the Board of Directors for adoption.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed consolidated budget for FYE 2022 is \$247,979,858 which includes General Fund Budget of \$117,015,123.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Stephanie Osaze  
Reviewed by: Jeff McKay

- Attachment 26A: Draft Resolution to Approve the Budget for the Fiscal Year Ending June 30, 2022 (FYE 2021-2022) and Various Budget Related Actions
- Attachment 26B: Bay Area Air Quality Management District FYE 2022 Salary Schedule effective July 4, 2021
- Attachment 26C: Bay Area Air Quality Management District FYE 2022 Salary Schedule effective January 2, 2022
- Attachment 26D: Proposed FYE 2022 budget available at:  
<http://www.baaqmd.gov/publications/annual-budget>

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**Resolution No. 2021 -**

**A Resolution to Approve the Budget for the Fiscal Year Ending June 30, 2022  
(FY 2021-2022) and Various Budget Related Actions**

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (Air District) has the statutory authority and direction to set the Air District's financial budget pursuant to Health & Safety Code Sections 40130-40131 and 40270-40276;

WHEREAS, by Resolution No. 2020-06, the Board of Directors adopted the Air District Budget for Fiscal Year (FY) 2020-2021 on June 3, 2020, pursuant to the above-mentioned statutory authority;

WHEREAS, the Board of Directors, in connection with that action, approved the following budget related actions:

- A. Transfer Funds from Encumbered Balance of Appropriations to the Next Fiscal Year for Continuation of Projects/Programs
- B. Transfer Funds from Unencumbered Balance of Appropriations to the General Reserve;
- C. Fund the General Reserve from Year to Year;
- D. Authorize Modification to Name and Purpose of certain Designated Reserve Funds;
- E. Authorize Disposal of Surplus Government Property;
- F. Approve Salary Ranges for District Employees; and
- G. Approve Proposed District Budget for FY 2020-2021;

WHEREAS, Air District staff has determined through its annual budget review and analysis that similar actions are necessary in connection with the adoption of a budget for FY 2021-2022 and that all of these actions be incorporated into a single resolution;

WHEREAS, the Administration Committee of the Board of Directors reviewed the proposed FY 2021-2022 District Budget at public meetings held on March 17, 2021, and April 21, 2021, and recommended that the Board of Directors approve as submitted;

WHEREAS, an initial public hearing was duly noticed and held on May 5, 2021, at a Special Meeting of the Board of Directors held pursuant to Health & Safety Code Section 40131, for the purpose of reviewing the Air District's proposed FY 2021-2022 Budget and of providing the public with an opportunity to comment upon the proposed District Budget;

WHEREAS, at the May 5, 2021 Special Meeting of the Board of Directors, the Proposed FY 2021-2022 Air District Budget was set for a further hearing and proposed adoption at the Regular Meeting of the Board of Directors to be held on June 16, 2021;

WHEREAS, in connection with the public hearing and consideration of the Proposed FY 2021-2022 District Budget on June 16, 2021, the Board of Directors decided to take the following actions related to the FY 2020-2021 District Budget:

**A. CARRYFORWARD ENCUMBERED BALANCE OF APPROPRIATIONS TO THE NEXT FISCAL YEAR FOR CONTINUATION OF PROJECTS/PROGRAMS NOT COMPLETED IN THE CURRENT FISCAL YEAR**

WHEREAS, the Air District Budget FY2020-2021 has appropriated funds committed for projects/programs not completed in the current fiscal year that will carry over to the next fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby directs Air District staff, that in the event there is encumbered balance of appropriations from FY 2020-2021 for continuation of projects, to transfer such appropriations to the 2021-2022 fiscal year budget as needed for completion of projects/programs;

**B. TRANSFER FUNDS FROM UNENCUMBERED BALANCE OF APPROPRIATIONS TO THE GENERAL RESERVE**

WHEREAS, the Proposed Air District Budget provides sufficient funds for the operation of the Air District for FY 2021-2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby directs Air District staff, that in the event there is an unencumbered balance of appropriations from FY 2020-2021, to transfer such excess balance to the General Reserve.

**C. FUND THE GENERAL RESERVE FROM YEAR TO YEAR**

WHEREAS, the Board of Directors on June 12, 1958, created a General Reserve in the Air District's budget and transferred certain funds into it;

WHEREAS, the Air District has operated for much of its existence with a General Reserve in its fiscal year budget;

WHEREAS, the Air District retained the consulting firm of KPMG LLP in 1998-99 to conduct a permit fee cost recovery study of the Air District;

WHEREAS, KPMG LLP determined through their study of Air District finances that the General Reserve was inadequately funded and therefore recommended that the General Reserve be funded to a level consistent with generally accepted governmental practices;

WHEREAS, Air District staff concurred with this finding and recommendation from KPMG LLP;



WHEREAS, the Board of Directors concurs with the recommendation of KPMG LLP, Air District staff and its Budget and Finance Committee that maintaining a healthy and properly funded General Reserve in the Air District's budget is a prudent and financially sound decision;

WHEREAS, as a part of the adoption of the 2015-16 Budget, the Board of Director approved an Economic Contingency Reserve Policy of 20% of the General Fund Budget;

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Reserve be continued for FY 2021-2022, and thereafter until discontinued by resolution of the Board of Directors.

**D. AUTHORIZE DISPOSAL OF SURPLUS GOVERNMENT PROPERTY**

WHEREAS, the Air District Budget for FY 2021-2022 provides for the replacement of certain equipment and other property that has either become obsolete and surplus or will become obsolete and surplus;

WHEREAS, Air District staff has determined that certain equipment or other property will no longer be economically feasible to maintain or repair, and that some equipment will become obsolete and not useful for Air District purposes;

WHEREAS, from time to time during the course of the coming fiscal year it may be advantageous to the Air District to sell or dispose of such equipment or other property;

WHEREAS, the Board of Directors desires to authorize the Executive Officer/APCO, or his or her designee, to sell or dispose of such surplus or obsolete equipment or other property pursuant the requirements and guidelines of Government Code Sections 25363 and 25504;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/APCO, or his or her designee, to sell or dispose of surplus or obsolete equipment or other property during FY 2021-2022.

**E. SALARY RANGES FOR DISTRICT EMPLOYEES**

WHEREAS, the Board of Directors established Salary Ranges and Classifications on June 10, 1962, pursuant to Resolution No. 270 and has from time to time amended those Salary Ranges and Classifications;

WHEREAS, the Air District Budget for FY 2021-2022 includes funds for Board of Director discretionary use in adjusting salaries and fringe benefits for Air District employees;

WHEREAS, the successor MOU between the District and EA is set to expire on June 30, 2021 and all provisions shall supersede the provisions of the July 1, 2020 to June 30, 2021 agreement;

WHEREAS, management employees and confidential employees are not represented by a recognized employee organization;

WHEREAS, the attached salary schedules proposes two separate salary adjustments, .075% effective July 4, 2021 and .075% effective January 2, 2022 as provided for in the MOU for Represented Classes; salaries for non-Board of Director appointed Management and Confidential employees; and salaries adjusted pursuant to contracts with Board appointed management employees;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors approves the revised salary schedules attached hereto which, consistent with the FY 2021-2022 Proposed Budget; and with contracts with Board appointed management employees, provide salary increases effective July 4, 2021, and January 2, 2022.

**F. APPROVE FUNDING FOR OTHER POST RETIREMENT BENEFITS (OPEB) AND CALPERS PENSION BENEFITS (CalPERS) FOR FY 2021-2022**

WHEREAS, as a part of the adoption of the FY 2016 and FY 2017 Budgets, the Board of Directors approved a policy to prefund OPEB to achieve 90% funding with no target date;

WHEREAS, as a part of the adoption of the FY 2019 Budget, the Board of Directors approved recommendation to amend the funding policy for the CalPERS pension plan to achieve 90% funding within 20 years;

NOW, THEREFORE, BE IT FURTHER RESOLVED that as a part of the FY 2021-2022 Proposed Budget, the Board of Directors approved a recommendation for continuation of prefunding OPEB and CalPERS in the amount of \$4.0 million and \$1.0 million, respectively.

**G. APPROVE PROPOSED AIR DISTRICT BUDGET FOR FY 2021-2022**

WHEREAS, on May 5, 2021, and June 16, 2021, public proceedings have been held in a manner and form required by Health & Safety Code Section 40131 for the adoption of the FY 2021-2022 Budget of the Bay Area Air Quality Management District;

WHEREAS, the Board of Directors has considered the Proposed Budget for the fiscal year ending June 30, 2022, as well as the report on this proposed budget from the Administration Committee of the Board of Directors which considered the Proposed FY 2021-2022 Air District Budget at their meetings of March 17, 2021 and Aril 21, 2021;

WHEREAS, the Board of Directors as a part of the 2021-2022 budget recommendation, authorized a management audit to be conducted with the Administration Committee providing oversight of the management audit;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Proposed Air District Budget for Fiscal Year Ending 2021-2022 in the total consolidated amount of Two Hundred Forty- Seven Million, Nine Hundred Seventy-Nine Thousand, Eight Hundred and Fifty Eight Dollars (\$247,979,858), specifying by appropriation classification – personnel, services and supplies, capital outlay, program distributions and transfers –is hereby adopted by the Board of Directors of the Bay Area Air Quality Management District to become effective as of July 1, 2021.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of \_\_\_\_\_, seconded by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
CINDY CHAVEZ  
Chairperson of the Board of Directors

\_\_\_\_\_  
JOHN J. BAUTERS  
Secretary of the Board of Directors

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES**  
Annually/Monthly/Bi-weekly/Hourly effective July 4, 2021

**ID-JDE MANAGEMENT**

**Per Employment Agreement**

1B101 Executive Officer/Air Pollution Control Officer	308114.82
	25676.24
	11850.57
	148.13

1B102 Counsel	319040.34
	26586.69
	12270.78
	153.38

**ID-JDE MANAGEMENT**

	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M101 Air Monitoring Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M102 Air Quality Engineering Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M103 Air Quality Planning Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M104 Air Quality Program Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
8M101 Assistant Counsel I	149M	145581.46	152860.54	160503.56	168528.74	176955.18
		12131.79	12738.38	13375.30	14044.06	14746.27
		5599.29	5879.25	6173.21	6481.87	6805.97
		69.99	73.49	77.17	81.02	85.07
7M101 Assistant Counsel II	153M	163293.83	171458.52	180031.45	189033.02	198484.67
		13607.82	14288.21	15002.62	15752.75	16540.39
		6280.53	6594.56	6924.29	7270.50	7634.03
		78.51	82.43	86.55	90.88	95.43
3M121 Assistant Manager	147M	141059.35	148112.32	155517.93	163293.83	171458.52
		11754.95	12342.69	12959.83	13607.82	14288.21
		5425.36	5696.63	5981.46	6280.53	6594.56
		67.82	71.21	74.77	78.51	82.43
3M117 Audit & Special Projects Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M105	Business Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
2M111	Communications Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
1M101	Deputy Air Pollution Control Officer	160M	193701.20 16141.77 7450.05 93.13	203386.26 16948.86 7822.55 97.78	213555.58 17796.30 8213.68 102.67	224233.36 18686.11 8624.36 107.80	235445.02 19620.42 9055.58 113.1947
1M102	Deputy Executive Officer	169M	241259.36 20104.95 9279.21 115.99	253322.32 21110.19 9743.17 121.79	265988.44 22165.70 10230.32 127.88	279287.86 23273.99 10741.84 134.27	293252.25 24437.69 11278.93 140.99
2M110	Director/Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M101	Director of Administration	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M102	Director of Enforcement	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M103	Director of Engineering	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M108	Director of Strategic Incentives	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M104	Director of Information Services	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M105	Director of Planning and Research	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
2M107	Director of Technical Services	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M119	Engineering Project Processing Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M113	Executive Operations Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M107	Finance Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M106	Fleet and Facilities Manager	134M	102723.88 8560.32 3950.92 49.39	107860.08 8988.34 4148.46 51.86	113253.08 9437.76 4355.89 54.45	118915.74 9909.64 4573.68 57.17	124861.52 10405.13 4802.37 60.03
2M111	Health Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M118	Human Resources Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M108	Human Resources Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M109	Information Systems Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
2M109	Information Technology Officer	156M	174532.79 14544.40 6712.80 83.91	183259.43 15271.62 7048.44 88.11	192422.40 16035.20 7400.86 92.51	202043.52 16836.96 7770.90 97.14	212145.69 17678.81 8159.45 101.99
3M110	Manager (Laboratory)	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M120	Manager	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47
3M115	Manager of Executive Operations	148M	144542.82 12045.24 5559.34 69.49	151769.96 12647.50 5837.31 72.97	159358.46 13279.87 6129.17 76.61	167326.38 13943.87 6435.63 80.45	175692.70 14641.06 6757.41 84.47

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M111 Meteorology and Data Analysis Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M112 Research and Modeling Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
6M101 Senior Assistant Counsel	157M	180031.45	189033.02	198484.67	208408.90	218829.35
		15002.62	15752.75	16540.39	17367.41	18235.78
		6924.29	7270.50	7634.03	8015.73	8416.51
		86.55	90.88	95.43	100.20	105.21
6M102 Senior Policy Advisor	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47
3M116 Strategic Facilities Planning Manager	148M	144542.82	151769.96	159358.46	167326.38	175692.70
		12045.24	12647.50	13279.87	13943.87	14641.06
		5559.34	5837.31	6129.17	6435.63	6757.41
		69.49	72.97	76.61	80.45	84.47

**ID-JDE CONFIDENTIAL**

	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8C006 Administrative Assistant I (Confidential)	114	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78
7C009 Administrative Assistant II (Confidential)	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
7C007 Administrative Secretary (Confidential)	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
5C101 Clerk of the Boards	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
8C005 Executive Assistant I	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
7C008 Executive Assistant II	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
8C004 Executive Secretary I	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
7C001 Executive Secretary II	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
8C101 Human Resources Analyst I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7C103 Human Resources Analyst II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
8C001 Human Resources Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7C002 Human Resources Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95



ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C003	Legal Office Services Specialist	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
8C002	Legal Secretary I	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7C004	Legal Secretary II	120	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42
8C003	Office Assistant I (HR)	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03
7C005	Office Assistant II (HR)	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
7C102	Paralegal	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
4C101	Principal Human Resources Analyst	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
6C002	Senior Executive Assistant	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6C001	Senior Executive Secretary	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6C102	Senior Human Resources Analyst	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
5C102	Supervising Human Resources Analyst	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
Effective July 4, 2021 per Memorandum of Understanding (Proposed)

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	126	82049.70	86152.19	90459.80	94982.79	99731.93
		6837.48	7179.35	7538.32	7915.23	8310.99
		3155.76	3313.55	3479.22	3653.18	3835.84
		39.45	41.42	43.49	45.66	47.95
7P014 Accountant II	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
7P002 Advanced Projects Advisor	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
8P001 Air Quality Chemist I	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86
7P003 Air Quality Chemist II	134	99731.93	104718.52	109954.45	115452.17	121224.78
		8310.99	8726.54	9162.87	9621.01	10102.06
		3835.84	4027.64	4229.02	4440.47	4662.49
		47.95	50.35	52.86	55.51	58.28
8P002 Air Quality Engineer I	132	94982.79	99731.93	104718.52	109954.45	115452.17
		7915.23	8310.99	8726.54	9162.87	9621.01
		3653.18	3835.84	4027.64	4229.02	4440.47
		45.66	47.95	50.35	52.86	55.51
7P004 Air Quality Engineer II	136	104718.52	109954.45	115452.17	121224.78	127286.02
		8726.54	9162.87	9621.01	10102.06	10607.17
		4027.64	4229.02	4440.47	4662.49	4895.62
		50.35	52.86	55.51	58.28	61.20
8P003 Air Quality Meteorologist I	131	92693.71	97328.39	102194.81	107304.55	112669.78
		7724.48	8110.70	8516.23	8942.05	9389.15
		3565.14	3743.40	3930.57	4127.10	4333.45
		44.56	46.79	49.13	51.59	54.17
7P005 Air Quality Meteorologist II	135	102194.81	107304.55	112669.78	118303.27	124218.43
		8516.23	8942.05	9389.15	9858.61	10351.54
		3930.57	4127.10	4333.45	4550.13	4777.63
		49.13	51.59	54.17	56.88	59.72
7P006 Atmospheric Modeler	140	115452.17	121224.78	127286.02	133650.32	140332.83
		9621.01	10102.06	10607.17	11137.53	11694.40
		4440.47	4662.49	4895.62	5140.40	5397.42
		55.51	58.28	61.20	64.25	67.47
8P004 Environmental Planner I	130	90459.80	94982.79	99731.93	104718.52	109954.45
		7538.32	7915.23	8310.99	8726.54	9162.87
		3479.22	3653.18	3835.84	4027.64	4229.02
		43.49	45.66	47.95	50.35	52.86

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007	Environmental Planner II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
7P008	Legislative Analyst	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
7P009	Librarian	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
4P001	Principal Accountant	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
4P002	Principal Air and Meteorological Monitoring Specialist	143	124218.43 10351.54 4777.63 59.72	130429.36 10869.11 5016.51 62.71	136950.82 11412.57 5267.34 65.84	143798.37 11983.20 5530.71 69.13	150988.28 12582.36 5807.24 72.59
4P005	Principal Air Quality Chemist	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
4P003	Principal Air Quality Engineer	144	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84	154716.95 12893.08 5950.65 74.38
4P006	Principal Air Quality Meteorologist	143	124218.43 10351.54 4777.63 59.72	130429.36 10869.11 5016.51 62.71	136950.82 11412.57 5267.34 65.84	143798.37 11983.20 5530.71 69.13	150988.28 12582.36 5807.24 72.59
4P004	Principal Environmental Planner	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
7P010	Research Analyst	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
6P001	Senior Advanced Projects Advisor	148	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84	154716.95 12893.08 5950.65 74.38	162452.80 13537.73 6248.18 78.10	170575.44 14214.62 6560.59 82.01

<b>ID-JDE PROFESSIONAL(continued)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
6P002 Senior Air Quality Chemist	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
6P003 Senior Air Quality Engineer	140	115452.17	121224.78	127286.02	133650.32	140332.83
		9621.01	10102.06	10607.17	11137.53	11694.40
		4440.47	4662.49	4895.62	5140.40	5397.42
		55.51	58.28	61.20	64.25	67.47
6P004 Senior Air Quality Meteorologist	139	112669.78	118303.27	124218.43	130429.36	136950.82
		9389.15	9858.61	10351.54	10869.11	11412.57
		4333.45	4550.13	4777.63	5016.51	5267.34
		54.17	56.88	59.72	62.71	65.84
6P005 Senior Atmospheric Modeler	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
6P006 Senior Environmental Planner	138	109954.45	115452.17	121224.78	127286.02	133650.32
		9162.87	9621.01	10102.06	10607.17	11137.53
		4229.02	4440.47	4662.49	4895.62	5140.40
		52.86	55.51	58.28	61.20	64.25
7P011 Statistician	137	107304.55	112669.78	118303.27	124218.43	130429.36
		8942.05	9389.15	9858.61	10351.54	10869.11
		4127.10	4333.45	4550.13	4777.63	5016.51
		51.59	54.17	56.88	59.72	62.71
5P001 Supervising Air Quality Engineer	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
5P002 Supervising Air Quality Meteorologist	143	124218.43	130429.36	136950.82	143798.37	150988.28
		10351.54	10869.11	11412.57	11983.20	12582.36
		4777.63	5016.51	5267.34	5530.71	5807.24
		59.72	62.71	65.84	69.13	72.59
5P003 Supervising Environmental Planner	142	121224.78	127286.02	133650.32	140332.83	147349.48
		10102.06	10607.17	11137.53	11694.40	12279.12
		4662.49	4895.62	5140.40	5397.42	5667.29
		58.28	61.20	64.25	67.47	70.84
7P012 Toxicologist	144	127286.02	133650.32	140332.83	147349.48	154716.95
		10607.17	11137.53	11694.40	12279.12	12893.08
		4895.62	5140.40	5397.42	5667.29	5950.65
		61.20	64.25	67.47	70.84	74.38
<b>ID-JDE TECHNICAL/GENERAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8T001 Accounting Assistant I	112	58311.19	61226.75	64288.09	67502.49	70877.62
		4859.27	5102.23	5357.34	5625.21	5906.47
		2242.74	2354.88	2472.62	2596.25	2726.06
		28.03	29.44	30.91	32.45	34.08

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T001	Accounting Assistant II	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7T002	Administrative Analyst	131	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17
8T015	Administrative Assistant I	114	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78
7T034	Administrative Assistant II	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
7T003	Administrative Secretary	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
8T002	Air Quality Case Settlement Specialist I	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
7T004	Air Quality Case Settlement Specialist II	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
8T003	Air Quality Inspector I	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
7T005	Air Quality Inspector II	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
8T004	Air Quality Instrument Specialist I	124	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66
7T006	Air Quality Instrument Specialist II	128	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35
8T005	Air Quality Laboratory Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T007	Air Quality Laboratory Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T006	Air Quality Permit Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T008	Air Quality Permit Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T007	Air Quality Specialist I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T009	Air Quality Specialist II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
7T010	Air Quality Technical Assistant	118	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45
8T008	Air Quality Technician I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T011	Air Quality Technician II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
8T014	Assistant Staff Specialist I	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T033	Assistant Staff Specialist II	126	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95
7T012	Building Maintenance Mechanic	114	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78
7T013	Data Entry Operator	111	56905.90 4742.16 2188.69 27.36	59751.19 4979.27 2298.12 28.73	62738.75 5228.23 2413.03 30.16	65875.69 5489.64 2533.68 31.67	69169.47 5764.12 2660.36 33.25

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T010	Data Support Supervisor	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
7T014	Database Specialist	135	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17	118303.27 9858.61 4550.13 56.88	124218.43 10351.54 4777.63 59.72
7T015	Deputy Clerk of the Boards	123	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56
7T028	Facilities Maintenance Worker	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
5T008	Facilities Services Supervisor	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T031	Fiscal Services Coordinator	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
8T009	Mechanic I	121	72627.95 6052.33 2793.38 34.92	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44
7T016	Mechanic II	125	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79
8T010	Office Assistant I	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03
7T017	Office Assistant II	108	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91
5T001	Office Services Supervisor	116	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57
7T029	Organizational Development and Training Specialist	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T018	Permit Coordinator	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
6T009	Principal Air Quality Instrument Specialist	136	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20
4T001	Principal Air Quality Specialist	142	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25	140332.83 11694.40 5397.42 67.47	147349.48 12279.12 5667.29 70.84
8T011	Programmer Analyst I	127	84075.93 7006.33 3233.69 40.42	88279.72 7356.64 3395.37 42.44	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13
7T019	Programmer Analyst II	131	92693.71 7724.48 3565.14 44.56	97328.39 8110.70 3743.40 46.79	102194.81 8516.23 3930.57 49.13	107304.55 8942.05 4127.10 51.59	112669.78 9389.15 4333.45 54.17
8T012	Public Information Officer I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T020	Public Information Officer II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28
7T027	Purchasing Agent	122	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42	90459.80 7538.32 3479.22 43.49
7T021	Radio/Telephone Operator	113	59751.19 4979.27 2298.12 28.73	62738.75 5228.23 2413.03 30.16	65875.69 5489.64 2533.68 31.67	69169.47 5764.12 2660.36 33.25	72627.95 6052.33 2793.38 34.92
5T002	Radio/Telephone Operator Supervisor	119	69169.47 5764.12 2660.36 33.25	72627.95 6052.33 2793.38 34.92	76259.34 6354.95 2933.05 36.66	80072.31 6672.69 3079.70 38.50	84075.93 7006.33 3233.69 40.42
7T022	Receptionist	104	47972.76 3997.73 1845.11 23.06	50371.40 4197.62 1937.36 24.22	52889.97 4407.50 2034.23 25.43	55534.47 4627.87 2135.94 26.70	58311.19 4859.27 2242.74 28.03



ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T023	Secretary	112	58311.19 4859.27 2242.74 28.03	61226.75 5102.23 2354.88 29.44	64288.09 5357.34 2472.62 30.91	67502.49 5625.21 2596.25 32.45	70877.62 5906.47 2726.06 34.08
6T001	Senior Accounting Assistant	120	70877.62 5906.47 2726.06 34.08	74421.50 6201.79 2862.37 35.78	78142.57 6511.88 3005.48 37.57	82049.70 6837.48 3155.76 39.45	86152.19 7179.35 3313.55 41.42
6T002	Senior Air Quality Inspector	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
6T003	Senior Air Quality Instrument Specialist	132	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51
6T007	Senior Air Quality Permit Technician	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
6T004	Senior Air Quality Specialist	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
6T006	Senior Air Quality Technician	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
6T005	Senior Public Information Officer	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
6T008	Senior Staff Specialist	138	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28	127286.02 10607.17 4895.62 61.20	133650.32 11137.53 5140.40 64.25
8T013	Staff Specialist I	130	90459.80 7538.32 3479.22 43.49	94982.79 7915.23 3653.18 45.66	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86
7T032	Staff Specialist II	134	99731.93 8310.99 3835.84 47.95	104718.52 8726.54 4027.64 50.35	109954.45 9162.87 4229.02 52.86	115452.17 9621.01 4440.47 55.51	121224.78 10102.06 4662.49 58.28

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T003	Supervising Air Quality Inspector	136	104718.52	109954.45	115452.17	121224.78	127286.02
			8726.54	9162.87	9621.01	10102.06	10607.17
			4027.64	4229.02	4440.47	4662.49	4895.62
			50.35	52.86	55.51	58.28	61.20
5T004	Supervising Air Quality Instrument Specialist	136	104718.52	109954.45	115452.17	121224.78	127286.02
			8726.54	9162.87	9621.01	10102.06	10607.17
			4027.64	4229.02	4440.47	4662.49	4895.62
			50.35	52.86	55.51	58.28	61.20
5T005	Supervising Air Quality Specialist	142	121224.78	127286.02	133650.32	140332.83	147349.48
			10102.06	10607.17	11137.53	11694.40	12279.12
			4662.49	4895.62	5140.40	5397.42	5667.29
			58.28	61.20	64.25	67.47	70.84
5T006	Supervising Public Information Officer	142	121224.78	127286.02	133650.32	140332.83	147349.48
			10102.06	10607.17	11137.53	11694.40	12279.12
			4662.49	4895.62	5140.40	5397.42	5667.29
			58.28	61.20	64.25	67.47	70.84
5T009	Supervising Staff Specialist	142	121224.78	127286.02	133650.32	140332.83	147349.48
			10102.06	10607.17	11137.53	11694.40	12279.12
			4662.49	4895.62	5140.40	5397.42	5667.29
			58.28	61.20	64.25	67.47	70.84
5T007	Supervising Systems Analyst	139	112669.78	118303.27	124218.43	130429.36	136950.82
			9389.15	9858.61	10351.54	10869.11	11412.57
			4333.45	4550.13	4777.63	5016.51	5267.34
			54.17	56.88	59.72	62.71	65.84
7T024	Systems Analyst	135	102194.81	107304.55	112669.78	118303.27	124218.43
			8516.23	8942.05	9389.15	9858.61	10351.54
			3930.57	4127.10	4333.45	4550.13	4777.63
			49.13	51.59	54.17	56.88	59.72
7T025	Systems Quality Assurance Specialist	135	102194.81	107304.55	112669.78	118303.27	124218.43
			8516.23	8942.05	9389.15	9858.61	10351.54
			3930.57	4127.10	4333.45	4550.13	4777.63
			49.13	51.59	54.17	56.88	59.72
7T026	Web Master	135	102194.81	107304.55	112669.78	118303.27	124218.43
			8516.23	8942.05	9389.15	9858.61	10351.54
			3930.57	4127.10	4333.45	4550.13	4777.63
			49.13	51.59	54.17	56.88	59.72

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES**  
Annually/Monthly/Bi-weekly/Hourly effective January 2, 2022

**ID-JDE MANAGEMENT**

**Per Employment Agreement**

1B101 Executive Officer/Air Pollution Control Officer	308114.82
	25676.24
	11850.57
	148.13

1B102 Counsel	321433.14
	26786.10
	12362.81
	154.54

**ID-JDE MANAGEMENT**

**Range Step A Step B Step C Step D Step E**

3M101 Air Monitoring Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

3M102 Air Quality Engineering Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

3M103 Air Quality Planning Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

3M104 Air Quality Program Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

8M101 Assistant Counsel I	149M	146673.33	154006.99	161707.34	169792.71	178282.34
		12222.78	12833.92	13475.61	14149.39	14856.86
		5641.28	5923.35	6219.51	6530.49	6857.01
		70.52	74.04	77.74	81.63	85.71

7M101 Assistant Counsel II	153M	164518.53	172744.46	181381.68	190450.77	199973.30
		13709.88	14395.37	15115.14	15870.90	16664.44
		6327.64	6644.02	6976.22	7325.03	7691.28
		79.10	83.05	87.20	91.56	96.14

3M121 Assistant Manager	147M	142117.29	149223.16	156684.32	164518.53	172744.46
		11843.11	12435.26	13057.03	13709.88	14395.37
		5466.05	5739.35	6026.32	6327.64	6644.02
		68.33	71.74	75.33	79.10	83.05

3M117 Audit & Special Projects Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M105	Business Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
2M111	Communications Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
1M101	Deputy Air Pollution Control Officer	160M	195153.96 16262.83 7505.92 93.82	204911.66 17075.97 7881.22 98.52	215157.24 17929.77 8275.28 103.44	225915.11 18826.26 8689.04 108.61	237210.86 19767.57 9123.49 114.0437
1M102	Deputy Executive Officer	169M	243068.80 20255.73 9348.80 116.86	255222.24 21268.52 9816.24 122.70	267983.35 22331.95 10307.05 128.84	281382.52 23448.54 10822.40 135.28	295451.65 24620.97 11363.52 142.04
2M110	Director/Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M101	Director of Administration	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M102	Director of Enforcement	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M103	Director of Engineering	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M108	Director of Strategic Incentives	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M104	Director of Information Services	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M105	Director of Planning and Research	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
2M107	Director of Technical Services	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M119	Engineering Project Processing Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M113	Executive Operations Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M107	Finance Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M106	Fleet and Facilities Manager	134M	103494.31 8624.53 3980.55 49.76	108669.03 9055.75 4179.58 52.24	114102.48 9508.54 4388.56 54.86	119807.60 9983.97 4607.98 57.60	125797.98 10483.17 4838.38 60.48
2M111	Health Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M118	Human Resources Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M108	Human Resources Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M109	Information Systems Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
2M109	Information Technology Officer	156M	175841.78 14653.48 6763.15 84.54	184633.87 15386.16 7101.30 88.77	193865.57 16155.46 7456.37 93.20	203558.85 16963.24 7829.19 97.86	213736.79 17811.40 8220.65 102.76
3M110	Manager (Laboratory)	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M120	Manager	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10
3M115	Manager of Executive Operations	148M	145626.89 12135.57 5601.03 70.01	152908.24 12742.35 5881.09 73.51	160553.65 13379.47 6175.14 77.19	168581.33 14048.44 6483.90 81.05	177010.40 14750.87 6808.09 85.10

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M111 Meteorology and Data Analysis Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
3M112 Research and Modeling Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
6M101 Senior Assistant Counsel	157M	181381.68	190450.77	199973.30	209971.97	220470.57
		15115.14	15870.90	16664.44	17497.66	18372.55
		6976.22	7325.03	7691.28	8075.84	8479.64
		87.20	91.56	96.14	100.95	106.00
6M102 Senior Policy Advisor	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10
3M116 Strategic Facilities Planning Manager	148M	145626.89	152908.24	160553.65	168581.33	177010.40
		12135.57	12742.35	13379.47	14048.44	14750.87
		5601.03	5881.09	6175.14	6483.90	6808.09
		70.01	73.51	77.19	81.05	85.10

ID-JDE	CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006	Administrative Assistant I (Confidential)	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7C009	Administrative Assistant II (Confidential)	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
7C007	Administrative Secretary (Confidential)	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
5C101	Clerk of the Boards	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C005	Executive Assistant I	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
7C008	Executive Assistant II	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C004	Executive Secretary I	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
7C001	Executive Secretary II	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
8C101	Human Resources Analyst I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7C103	Human Resources Analyst II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
8C001	Human Resources Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7C002	Human Resources Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C003	Legal Office Services Specialist	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
8C002	Legal Secretary I	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7C004	Legal Secretary II	120	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73
8C003	Office Assistant I (HR)	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24
7C005	Office Assistant II (HR)	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
7C102	Paralegal	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
4C101	Principal Human Resources Analyst	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
6C002	Senior Executive Assistant	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6C001	Senior Executive Secretary	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6C102	Senior Human Resources Analyst	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
5C102	Supervising Human Resources Analyst	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
Effective January 2, 2022 per Memorandum of Understanding (Proposed)

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	126	82665.07	86798.33	91138.25	95695.16	100479.92
		6888.76	7233.19	7594.85	7974.60	8373.33
		3179.43	3338.40	3505.32	3680.58	3864.61
		39.74	41.73	43.82	46.01	48.31
7P014 Accountant II	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26
7P002 Advanced Projects Advisor	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
8P001 Air Quality Chemist I	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26
7P003 Air Quality Chemist II	134	100479.92	105503.91	110779.11	116318.06	122133.97
		8373.33	8791.99	9231.59	9693.17	10177.83
		3864.61	4057.84	4260.73	4473.77	4697.46
		48.31	50.72	53.26	55.92	58.72
8P002 Air Quality Engineer I	132	95695.16	100479.92	105503.91	110779.11	116318.06
		7974.60	8373.33	8791.99	9231.59	9693.17
		3680.58	3864.61	4057.84	4260.73	4473.77
		46.01	48.31	50.72	53.26	55.92
7P004 Air Quality Engineer II	136	105503.91	110779.11	116318.06	122133.97	128240.66
		8791.99	9231.59	9693.17	10177.83	10686.72
		4057.84	4260.73	4473.77	4697.46	4932.33
		50.72	53.26	55.92	58.72	61.65
8P003 Air Quality Meteorologist I	131	93388.91	98058.36	102961.27	108109.34	113514.81
		7782.41	8171.53	8580.11	9009.11	9459.57
		3591.88	3771.48	3960.05	4158.05	4365.95
		44.90	47.14	49.50	51.98	54.57
7P005 Air Quality Meteorologist II	135	102961.27	108109.34	113514.81	119190.55	125150.07
		8580.11	9009.11	9459.57	9932.55	10429.17
		3960.05	4158.05	4365.95	4584.25	4813.46
		49.50	51.98	54.57	57.30	60.17
7P006 Atmospheric Modeler	140	116318.06	122133.97	128240.66	134652.70	141385.33
		9693.17	10177.83	10686.72	11221.06	11782.11
		4473.77	4697.46	4932.33	5178.95	5437.90
		55.92	58.72	61.65	64.74	67.97
8P004 Environmental Planner I	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007 Environmental Planner II	134	100479.92	105503.91	110779.11	116318.06	122133.97
		8373.33	8791.99	9231.59	9693.17	10177.83
		3864.61	4057.84	4260.73	4473.77	4697.46
		48.31	50.72	53.26	55.92	58.72
7P008 Legislative Analyst	138	110779.11	116318.06	122133.97	128240.66	134652.70
		9231.59	9693.17	10177.83	10686.72	11221.06
		4260.73	4473.77	4697.46	4932.33	5178.95
		53.26	55.92	58.72	61.65	64.74
7P009 Librarian	128	86798.33	91138.25	95695.16	100479.92	105503.91
		7233.19	7594.85	7974.60	8373.33	8791.99
		3338.40	3505.32	3680.58	3864.61	4057.84
		41.73	43.82	46.01	48.31	50.72
4P001 Principal Accountant	138	110779.11	116318.06	122133.97	128240.66	134652.70
		9231.59	9693.17	10177.83	10686.72	11221.06
		4260.73	4473.77	4697.46	4932.33	5178.95
		53.26	55.92	58.72	61.65	64.74
4P002 Principal Air and Meteorological Monitoring Specialist	143	125150.07	131407.58	137977.96	144876.85	152120.70
		10429.17	10950.63	11498.16	12073.07	12676.72
		4813.46	5054.14	5306.84	5572.19	5850.80
		60.17	63.18	66.34	69.65	73.13
4P005 Principal Air Quality Chemist	142	122133.97	128240.66	134652.70	141385.33	148454.60
		10177.83	10686.72	11221.06	11782.11	12371.22
		4697.46	4932.33	5178.95	5437.90	5709.79
		58.72	61.65	64.74	67.97	71.37
4P003 Principal Air Quality Engineer	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
4P006 Principal Air Quality Meteorologist	143	125150.07	131407.58	137977.96	144876.85	152120.70
		10429.17	10950.63	11498.16	12073.07	12676.72
		4813.46	5054.14	5306.84	5572.19	5850.80
		60.17	63.18	66.34	69.65	73.13
4P004 Principal Environmental Planner	142	122133.97	128240.66	134652.70	141385.33	148454.60
		10177.83	10686.72	11221.06	11782.11	12371.22
		4697.46	4932.33	5178.95	5437.90	5709.79
		58.72	61.65	64.74	67.97	71.37
7P010 Research Analyst	130	91138.25	95695.16	100479.92	105503.91	110779.11
		7594.85	7974.60	8373.33	8791.99	9231.59
		3505.32	3680.58	3864.61	4057.84	4260.73
		43.82	46.01	48.31	50.72	53.26
6P001 Senior Advanced Projects Advisor	148	141385.33	148454.60	155877.33	163671.19	171854.75
		11782.11	12371.22	12989.78	13639.27	14321.23
		5437.90	5709.79	5995.28	6295.05	6609.80
		67.97	71.37	74.94	78.69	82.62

<b>ID-JDE PROFESSIONAL(continued)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
6P002 Senior Air Quality Chemist	138	110779.11	116318.06	122133.97	128240.66	134652.70
		9231.59	9693.17	10177.83	10686.72	11221.06
		4260.73	4473.77	4697.46	4932.33	5178.95
		53.26	55.92	58.72	61.65	64.74
6P003 Senior Air Quality Engineer	140	116318.06	122133.97	128240.66	134652.70	141385.33
		9693.17	10177.83	10686.72	11221.06	11782.11
		4473.77	4697.46	4932.33	5178.95	5437.90
		55.92	58.72	61.65	64.74	67.97
6P004 Senior Air Quality Meteorologist	139	113514.81	119190.55	125150.07	131407.58	137977.96
		9459.57	9932.55	10429.17	10950.63	11498.16
		4365.95	4584.25	4813.46	5054.14	5306.84
		54.57	57.30	60.17	63.18	66.34
6P005 Senior Atmospheric Modeler	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
6P006 Senior Environmental Planner	138	110779.11	116318.06	122133.97	128240.66	134652.70
		9231.59	9693.17	10177.83	10686.72	11221.06
		4260.73	4473.77	4697.46	4932.33	5178.95
		53.26	55.92	58.72	61.65	64.74
7P011 Statistician	137	108109.34	113514.81	119190.55	125150.07	131407.58
		9009.11	9459.57	9932.55	10429.17	10950.63
		4158.05	4365.95	4584.25	4813.46	5054.14
		51.98	54.57	57.30	60.17	63.18
5P001 Supervising Air Quality Engineer	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
5P002 Supervising Air Quality Meteorologist	143	125150.07	131407.58	137977.96	144876.85	152120.70
		10429.17	10950.63	11498.16	12073.07	12676.72
		4813.46	5054.14	5306.84	5572.19	5850.80
		60.17	63.18	66.34	69.65	73.13
5P003 Supervising Environmental Planner	142	122133.97	128240.66	134652.70	141385.33	148454.60
		10177.83	10686.72	11221.06	11782.11	12371.22
		4697.46	4932.33	5178.95	5437.90	5709.79
		58.72	61.65	64.74	67.97	71.37
7P012 Toxicologist	144	128240.66	134652.70	141385.33	148454.60	155877.33
		10686.72	11221.06	11782.11	12371.22	12989.78
		4932.33	5178.95	5437.90	5709.79	5995.28
		61.65	64.74	67.97	71.37	74.94
<b>ID-JDE TECHNICAL/GENERAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8T001 Accounting Assistant I	112	58748.53	61685.95	64770.25	68008.76	71409.20
		4895.71	5140.50	5397.52	5667.40	5950.77
		2259.56	2372.54	2491.16	2615.72	2746.51
		28.24	29.66	31.14	32.70	34.33

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T001	Accounting Assistant II	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7T002	Administrative Analyst	131	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57
8T015	Administrative Assistant I	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7T034	Administrative Assistant II	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
7T003	Administrative Secretary	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
8T002	Air Quality Case Settlement Specialist I	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
7T004	Air Quality Case Settlement Specialist II	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
8T003	Air Quality Inspector I	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
7T005	Air Quality Inspector II	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
8T004	Air Quality Instrument Specialist I	124	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01
7T006	Air Quality Instrument Specialist II	128	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72
8T005	Air Quality Laboratory Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82

ID-JDE	TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T007	Air Quality Laboratory Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T006	Air Quality Permit Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T008	Air Quality Permit Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T007	Air Quality Specialist I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T009	Air Quality Specialist II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
7T010	Air Quality Technical Assistant	118	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74
8T008	Air Quality Technician I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T011	Air Quality Technician II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
8T014	Assistant Staff Specialist I	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T033	Assistant Staff Specialist II	126	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31
7T012	Building Maintenance Mechanic	114	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05
7T013	Data Entry Operator	111	57332.69 4777.72 2205.10 27.56	60199.32 5016.61 2315.36 28.94	63209.29 5267.44 2431.13 30.39	66369.76 5530.81 2552.68 31.91	69688.24 5807.35 2680.32 33.50

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T010	Data Support Supervisor	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
7T014	Database Specialist	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T015	Deputy Clerk of the Boards	123	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90
7T028	Facilities Maintenance Worker	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
5T008	Facilities Services Supervisor	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T031	Fiscal Services Coordinator	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
8T009	Mechanic I	121	73172.66 6097.72 2814.33 35.18	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76
7T016	Mechanic II	125	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14
8T010	Office Assistant I	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24
7T017	Office Assistant II	108	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14
5T001	Office Services Supervisor	116	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85
7T029	Organizational Development and Training Specialist	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T018	Permit Coordinator	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
6T009	Principal Air Quality Instrument Specialist	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
4T001	Principal Air Quality Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
8T011	Programmer Analyst I	127	84706.50 7058.87 3257.94 40.72	88941.82 7411.82 3420.84 42.76	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50
7T019	Programmer Analyst II	131	93388.91 7782.41 3591.88 44.90	98058.36 8171.53 3771.48 47.14	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57
8T012	Public Information Officer I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T020	Public Information Officer II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72
7T027	Purchasing Agent	122	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73	91138.25 7594.85 3505.32 43.82
7T021	Radio/Telephone Operator	113	60199.32 5016.61 2315.36 28.94	63209.29 5267.44 2431.13 30.39	66369.76 5530.81 2552.68 31.91	69688.24 5807.35 2680.32 33.50	73172.66 6097.72 2814.33 35.18
5T002	Radio/Telephone Operator Supervisor	119	69688.24 5807.35 2680.32 33.50	73172.66 6097.72 2814.33 35.18	76831.29 6402.61 2955.05 36.94	80672.85 6722.74 3102.80 38.79	84706.50 7058.87 3257.94 40.72
7T022	Receptionist	104	48332.56 4027.71 1858.94 23.24	50749.19 4229.10 1951.89 24.40	53286.64 4440.55 2049.49 25.62	55950.98 4662.58 2151.96 26.90	58748.53 4895.71 2259.56 28.24

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T023	Secretary	112	58748.53 4895.71 2259.56 28.24	61685.95 5140.50 2372.54 29.66	64770.25 5397.52 2491.16 31.14	68008.76 5667.40 2615.72 32.70	71409.20 5950.77 2746.51 34.33
6T001	Senior Accounting Assistant	120	71409.20 5950.77 2746.51 34.33	74979.66 6248.30 2883.83 36.05	78728.64 6560.72 3028.02 37.85	82665.07 6888.76 3179.43 39.74	86798.33 7233.19 3338.40 41.73
6T002	Senior Air Quality Inspector	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
6T003	Senior Air Quality Instrument Specialist	132	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92
6T007	Senior Air Quality Permit Technician	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
6T004	Senior Air Quality Specialist	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
6T006	Senior Air Quality Technician	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
6T005	Senior Public Information Officer	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
6T008	Senior Staff Specialist	138	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74
8T013	Staff Specialist I	130	91138.25 7594.85 3505.32 43.82	95695.16 7974.60 3680.58 46.01	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26
7T032	Staff Specialist II	134	100479.92 8373.33 3864.61 48.31	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72



ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T003	Supervising Air Quality Inspector	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
5T004	Supervising Air Quality Instrument Specialist	136	105503.91 8791.99 4057.84 50.72	110779.11 9231.59 4260.73 53.26	116318.06 9693.17 4473.77 55.92	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65
5T005	Supervising Air Quality Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T006	Supervising Public Information Officer	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T009	Supervising Staff Specialist	142	122133.97 10177.83 4697.46 58.72	128240.66 10686.72 4932.33 61.65	134652.70 11221.06 5178.95 64.74	141385.33 11782.11 5437.90 67.97	148454.60 12371.22 5709.79 71.37
5T007	Supervising Systems Analyst	139	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17	131407.58 10950.63 5054.14 63.18	137977.96 11498.16 5306.84 66.34
7T024	Systems Analyst	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T025	Systems Quality Assurance Specialist	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17
7T026	Web Master	135	102961.27 8580.11 3960.05 49.50	108109.34 9009.11 4158.05 51.98	113514.81 9459.57 4365.95 54.57	119190.55 9932.55 4584.25 57.30	125150.07 10429.17 4813.46 60.17

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Wildfire Season Preview

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**RECOMMENDED ACTION**

Recommend the Board of Directors:

- Authorize the Executive Officer/APCO to enter into agreements with Home filter manufacturers Helen of Troy and Winix, Inc. in amounts not to exceed \$250,000 to purchase home air filters for the Home Air Filtration Program; and
- To expand a current agreement (see Attachment 1) with the Public Health Institute's (PHI) - Regional Asthma Management and Prevention program (RAMP) to distribute these filters.

**BACKGROUND**

California experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the fire season and increasing the risk of wildfires throughout the state. Wildfires have the potential to destroy entire communities and burn everything in their path, producing a mixture of fine particulate matter and hazardous chemicals and compounds in the air we breathe. Wildfire smoke presents immediate impacts to local air quality and public health, and atmospheric conditions can quickly transport smoke to affect the air quality of an entire region and that of nearby states.

**DISCUSSION**

Staff will provide an update on the outlook for the 2021 wildfire season, given the below average rainfall during the 2020-2021 rainy season. The presentation will also include an overview of the Air District's Wildfire Response Program and agency actions during wildfire events, including monitoring, smoke forecasting, coordination with state and local agencies, and outreach to the public.

The Air District has developed a comprehensive strategy to reduce the impacts from wildfire smoke and protect public health – the **Wildfire Air Quality Response Program**. Key elements of the program include:

- **Home Air Filtration Program:** This pilot program is a partnership with the Public Health Institute's (PHI) - Regional Asthma Management and Prevention program (RAMP). PHI is a non-profit organization whose mission is health equity and reducing asthma burden. RAMP will provide portable air filtration units to Medi-Cal recipients living in the Bay Area diagnosed with poorly controlled asthma and enrolled in the Asthma Mitigation Project, a statewide project to provide in-home asthma care services. The program will open in June 2021 to patients living in Alameda, Contra Costa, San Francisco, San Mateo, Sonoma, and Santa Clara counties.

In order to procure the air filtration units for distribution, the Air District issued a request for quotation (RFQ) to obtain bulk pricing for home air filters closed in May 2021. Minimum qualifications for the RFQ required applicant to offer units that:

- Use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater;
- Are certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm);
- Are certified to be ENERGY STAR certified to ensure energy-efficient operation;
- Are Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program; and
- Are AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

A total of 10 bidders submitted proposals for 15 different units. Eight units proposed by seven bidders were found to be ineligible for consideration as these units did not meet all minimum qualifications; seven units proposed by three bidders were eligible for consideration.

Of those three bidders, staff is recommending the Board approve entering into agreements with two, filter manufacturers - Hellen of Troy and Winix, Inc. - in amounts not to exceed \$250,000 in total to purchase home air filters for the Home Air Filtration Program. Additional information on the RFQ and selection process are contained in Attachment 2.

Staff also recommends expanding a current agreement with Regional Asthma Management and Prevention (RAMP) to distribute these filters.

- **Cleaner Air Centers – Assembly Bill 836:** (*Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations*). \$3 million has been allocated by the State towards air filtration improvements in the Bay Area. Public buildings (i.e., schools, libraries, and community centers) will be eligible for new HVAC system installations or retrofits, MERV 13+ air filters, or portable air filtration units. The program is estimated to open 4<sup>th</sup> quarter

2021 to counties with disadvantaged communities, including AB 617 and years 1-5 recommended communities. Funding will also be available to county emergency management and disaster response agencies to purchase air filtration units for evacuation centers and sheltering facilities.

- ***American Red Cross Partnership:*** The Air District has partnered with the American Red Cross to deploy portable air filtration systems to evacuation centers and sheltering facilities in the Bay Area during catastrophic wildfires.
- ***Grants and Incentives:*** For Bay Area residents that have lost their homes to rebuild energy efficient homes that reduce climate impacts.
- ***Chipping Pilot Program:*** To reduce fuel loads and wildfire risks. Properties can apply for free chipping services to dispose of material that otherwise would be allowed to be burned under Hazardous Material, Forest Management, or Wildland Vegetation Management fire types in accordance with Regulation 5, Open Burning. \$150,000 has been directed for this pilot program and there have been 6 applications since the program opened in February 2021.

While the presentation will focus on the Air District's **Wildfire Air Quality Response Program**, staff will also briefly highlight efforts that support wildfire prevention.

### **Reducing Wildfire Risk**

- ***Regulation 5, Open Burning:*** Amendments were passed in 2019 to complement statewide efforts to increase prescribed burning and help reduce wildfire risks. The amendments exempt public agencies from incurring Open Burning Fees when conducting prescribed burns for the purpose of wildfire prevention.
- ***PFIRS Prescribed Fire Incident Reporting System:*** Staff have adopted this system, which helps land management agencies and air quality managers connect to coordinate prescribed burns while minimizing local impacts to air quality.

The Air District also has developed resources to help inform the public before and during wildfire events. These resources include:

- ***Wildfire Smoke Preparedness Tips*** are available to help people prepare their home and family for smoke events. <https://www.baaqmd.gov/~media/files/communications-and-outreach/wildfire-materials/wildfire-preparedness-tips-pdf.pdf?la=en>
- ***Guide to Air Quality Data Websites*** provides an overview of websites with air quality data, including information about the data sources, how the data can be used, and links to additional information. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/quarterly-report-documents/guide-to-air-quality-data-websites-pdf.pdf?la=en>

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Funding for Home Air Filtration Program is budgeted as part of the FYE 2021 and proposed FYE 2022 budgets.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kate Hoag, Charley Knoderer, Tracy Lee, and Ila Perkins

Reviewed by: Ranyee Chiang and Kristine Roselius

Attachment 1: Memorandum of Affiliation between the Public Health Institute (PHI) and the Bay Area Air Quality Management District

Attachment 2: Air Filtration RFQ Evaluation

### Memorandum of Affiliation

This Memorandum of Affiliation is entered into on the subscribed date and between the Public Health Institute (PHI), a California nonprofit public benefit corporation, located at 555 12th St., Suite 290, Oakland, CA 94607 and the Bay Area Air Quality Management District (BAAQMD or Air District), a California agency, located at 375 Beale St., Suite 600, San Francisco, CA 94105.

1. Purpose of agreement. Regional Asthma Management & Prevention (RAMP), a program of the Public Health Institute, seeks to provide technical assistance to asthma home visiting programs in providing low-income people with poorly controlled asthma the supplies needed to reduce exposure to environmental asthma triggers, including wildfire smoke and other sources of air pollution.

BAAQMD shares an interest in reducing exposure to wildfire smoke and other sources of air pollution and has allocated funds to purchase and disseminate portable air filtration units to low-income Bay Area residents.

This Memorandum describes a non-exclusive, non-monetary relationship between PHI and BAAQMD.

#### 2. PHI responsibilities

PHI will, through RAMP:

- Establish and maintain relationships with Bay Area nonprofit organizations, community-based health care providers, health departments and managed care organizations that were awarded Asthma Mitigation Project funds (“AMP fund recipient”)
  - Provide a written “Statement of Expectations” to each AMP fund recipient that establishes the expectations for receiving air filtration units (“units”) from the Air District, including the following from each AMP fund recipient:
    - Provide a delivery address for receipt of units
    - Commit to safely store units until units are distributed
    - Distribute units to individuals with poorly controlled asthma served by the AMP fund recipient’s asthma home visiting program at a rate of one unit per individual with the understanding that the units be distributed to individuals in the BAAQMD funding jurisdiction (the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara, and the southern portion of Sonoma County and the southwestern portion of Solano County)
    - Provide education to recipients on how to use and maintain the units
    - Collect the following data on each unit distributed:
      - Date unit was delivered to individual
      - City and zip code of individual receiving unit
      - Age group, race/ethnicity, and primary language of individual receiving unit

- Estimate number of units that will be distributed in next quarter
- On a quarterly basis:
  - Report data collected and
  - Indicate requested number of units to be purchased the next quarter
- Coordinate and facilitate a meeting among Air District staff and representatives from each AMP funded program to review expectations
- On quarterly basis (14 days after reporting from each AMP fund recipient), provide to Air District:
  - Data specified in Statement of Expectations gathered about all units distributed that quarter,
  - If AMP fund recipients require additional units, request for delivery of these units, specifying the number of units and delivery address for each AMP fund recipient
- Present at Air District Board of Director's meeting
- Participate in social media efforts

PHI makes no commitment that asthma home visiting programs will engage in the project in connection with this Memorandum.

### 3. BAAQMD responsibilities

Air District staff will:

- Solicit bulk pricing for units via request for quotation
- Purchase units quarterly, up to an amount determined by BAAQMD at its sole discretion, but not to exceed \$100,000, for distribution to AMP fund recipients
- Provide for delivery of units to address specified by participating AMP fund recipients on a quarterly basis
  - Delivery of units are expected to occur within 30 days of request from RAMP
- Provide general support, including translation into non-English languages of information sheet about the unit given to each recipient

BAAQMD will designate an individual to be a contact for the responsibilities of this Memorandum.

4. Disclaimer of Warranties. **THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS THAT MAY BE PROVIDED BY PHI UNDER THIS MEMORANDUM OF AFFILIATION ARE PROVIDED "AS IS" AND PHI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PHI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. PHI MAKES NO WARRANTY OF ANY KIND THAT THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS, OR ANY PRODUCTS OR RESULTS OF ITS PROGRAM, WILL MEET OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.**

5. Term of understanding. The term of this understanding shall be from May 1, 2021 through April 30, 2023.

The parties may terminate this understanding by mutual consent. In addition, either party may terminate this understanding with 30 days written notice to the other party.

6. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, agents and contractors from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, members, employees, agents or contractors in connection with this Memorandum.

7. Arbitration. Any controversy or claim arising out of or relating to this Memorandum, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

8. Amendment and Modification; Waiver. No amendment to or modification of this **Memorandum** is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this **Memorandum**, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this **Memorandum** will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9. Assignment. Neither BAAQMD nor PHI may assign or transfer any of its interests or rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder.

10. Survival. Expiration or termination of this Memorandum shall not extinguish any previously-acrued rights or obligations of the parties.

11. Entire Memorandum. This Memorandum is the entire shared understanding between the parties. It supersedes all prior oral or written understandings and it may be amended only in writing.

12. Notices. Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of the understanding described herein.

13. Governing law. The validity, construction, and effect of this Memorandum shall be governed by the laws of the United States of America and the State of California.



FOR PHI:

*Ariel Isaacson*  
Signature

Ariel Isaacson, Director, Office of  
Research & Agreement Administration  
Printed Name/Title

5/17/2021  
Date

FOR BAAQMD:

DocuSigned by:  
*Jeff McKay*  
382C71570CFB4F8...  
Signature

Jack P. Broadbent  
Executive officer/APCO  
Printed Name/Title

5/13/2021  
Date

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

May 28, 2021

TO: Jack P. Broadbent, Executive Officer/APCO DS  
6/8/2021

VIA: Rex Sanders, Chief Administrative Officer DS  
6/8/2021  
 Maricela Martinez, Director of Administrative Resources DS  
SH 6/1/2021

FROM: Tracy Lee, Compliance and Enforcement Manager DS  
TL 6/1/2021

SUBJECT: Request for Quotations (RFQ) No. 2021-002 for Portable Indoor Air Filtration Units Bid Evaluation and Recommendation of Award

**RECOMMENDED ACTION**

Based on the evaluation criteria set forth in the RFQ, staff recommends selecting and awarding RFQ No. 2021-002, in an amount not to exceed \$250,000, to the two bidders and a total of four associated portable indoor air filtration units listed in Table 1.

Table 1. Recommended Selected Bidders and Portable Indoor Air Filtration Units:

**Table 1. Recommended Selected Bidders and Portable Indoor Air Filtration Units**

Bidder	Unit
Helen of Troy	Honeywell HPA100
	Honeywell HPA200
Winix Inc.	Winix A231
	Winix C535

**BACKGROUND**

As a component of the Air District’s Wildfire Air Quality Response Program, the Compliance and Enforcement Division will distribute portable indoor air filtration units to economically disadvantaged individuals suffering from poorly controlled, moderate to severe asthma in advance of the 2021 wildfire season and continuing through May 2023 on a quarterly basis.

This RFQ sought bulk-purchase pricing for air filtration units that meet the following **minimum specifications**:

- use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater,
- certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm),
- certified to be ENERGY STAR certified to ensure energy-efficient operation,
- have a Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program, and
- have an AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

DS  
CE

**BID EVALUATION**

The RFQ for Portable Indoor Air Filtration Units was open from April 1 to April 30, 2021. The RFQ was posted on the Air District website and on Bonfire and sent to AHAM for distribution to its membership.

A total of 10 bidders submitted proposals for 15 different units. As indicated in Table 2, eight units proposed by seven bidders were found to be ineligible for consideration as these units did not meet all minimum qualifications; seven units proposed by three bidders were eligible for consideration.

**Table 2. Total Bids Received for RFQ No. 2021-002**

<b>Bidder</b>	<b>Proposed Unit Details</b>			<b>Eligible? If not, reason for ineligibility</b>
	<b>Manufacturer</b>	<b>Brand Name</b>	<b>Model Number</b>	
<b>Austin Air Systems Ltd</b>	Austin Air Systems Ltd	Healthmate Plus	B450	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Blueair, Inc.</b>	Blueair	Blueair	Blue Pure 411 Auto 3231101000	<ul style="list-style-type: none"> <li>• not true HEPA</li> </ul>
<b>Ferguson Enterprises LLC</b>	Bissle	Sanitare	Air220	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
	Bissle	Sanitare	Air400	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Green Dream International</b>	Olansi	Olansi Air and Water Purification	A3F	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM-Verified</li> </ul>
<b>IndoorDoctor, LLC</b>	Aerus	Guardian Angel	F179A	<ul style="list-style-type: none"> <li>• below CADR minimum</li> </ul>
<b>Medify Air</b>	Medify Air	Medify Air	MA-25	<ul style="list-style-type: none"> <li>• not AHAM Certified</li> </ul>
<b>The Maclean Group</b>	Delos	Intellipure Compact	10600-9	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Helen of Troy</b>	Helen of Troy	Honeywell	HPA100	Yes
	Helen of Troy	Honeywell	HPA200	Yes
	Helen of Troy	Honeywell	HPA300	Yes
<b>Oransi</b>	Oransi	Oransi	EJ120 Air Purifier	Yes
	Oransi	Oransi	Oransi mod HEPA Air purifier	Yes
<b>Winix Inc</b>	Winix Inc	Winix	C535	Yes
	Winix Inc	Winix	A231	Yes

A panel of four individuals - two Air District staff, the Director of Regional Asthma Management & Prevention (RAMP), and the Chronic Disease Program Director from the Alameda County Public Health Department - performed a thorough evaluation of the seven eligible units.

Table 3 shows the average scores awarded by the panel members in accordance with the evaluation criteria outlined in the RFQ, ranked by average total score received.

**Table 3. RFQ Scores of Units that Met Minimum Specifications**

<b>Bidder</b>	<b>Model</b>	<b>Cost 50 pts</b>	<b>CADR 20 pts</b>	<b>Product Specifications</b>		<b>Firm's Specialty Focus Area 2 pts</b>	<b>/100 points</b>
				<b>Cost of Replacement HEPA Filter 18 pts</b>	<b>Additional features 10 pts</b>		
<b>Helen of Troy</b>	Honeywell HPA100	48.5	10	18	7.75	0	<b>84.25</b>
<b>Winix Inc</b>	Winix A231	50	12.75	13.75	7.5	0	<b>84</b>
<b>Winix Inc</b>	Winix C535	47.25	16.5	7.5	9	0	<b>80.25</b>
<b>Helen of Troy</b>	Honeywell HPA200	44.25	15	10.75	7	0	<b>77</b>
<b>Helen of Troy</b>	Honeywell HPA300	40.25	19.25	7.25	6.25	0	<b>73</b>
<b>Oransi</b>	Oransi mod HEPA Air purifier	21.25	20	5.5	5	0	<b>51.75</b>
<b>Oransi</b>	Oransi EJ120 Air Purifier	12.5	20	2.5	5	0	<b>40</b>

Given current drought conditions in California and elevated changes for wildfires this year, it is anticipated that there will be particularly high demand for air filtration units. Therefore, staff proposes to select the two highest-ranked bidders and the two highest-ranked units from those bidders to ensure consistent inventory availability.