



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

**BOARD OF DIRECTORS
MEETING
October 19, 2022**

THIS MEETING WILL BE CONDUCTED UNDER PROCEDURES AUTHORIZED BY ASSEMBLY BILL 361 (RIVAS 2021) ALLOWING REMOTE MEETINGS. THIS MEETING WILL BE ACCESSIBLE VIA WEBCAST, TELECONFERENCE, AND ZOOM, AS WELL AS IN PERSON. A ZOOM PANELIST LINK WILL BE SENT SEPARATELY TO COMMITTEE OR BOARD MEMBERS

- **THE PUBLIC MAY OBSERVE THIS MEETING THROUGH THE WEBCAST BY CLICKING THE LINK AVAILABLE ON THE AIR DISTRICT’S AGENDA WEBPAGE AT**

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- **THE PUBLIC MAY PARTICIPATE REMOTELY VIA ZOOM AT THE FOLLOWING LINK OR BY PHONE**

<https://bayareametro.zoom.us/j/87385753366>

(669) 900-6833 or (408) 638-0968

WEBINAR ID: 873 8575 3366

- **THOSE PARTICIPATING BY PHONE WHO WOULD LIKE TO MAKE A COMMENT CAN USE THE “RAISE HAND” FEATURE BY DIALING “*9”. IN ORDER TO RECEIVE THE FULL ZOOM EXPERIENCE, PLEASE MAKE SURE YOUR APPLICATION IS UP TO DATE**

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, OCTOBER 19, 2022

9:00 AM

Chairperson, John J. Bauters

1. **Call to Order - Roll Call**
2. **Pledge of Allegiance**
3. **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 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.*

4. **Special Orders of the Day**

CONSENT CALENDAR (Items 5 - 17)

5. Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)

The Board of Directors will consider approving a resolution authorizing Air District Board and Committee meetings using remote teleconferencing through November 18, 2022.

6. Approval of the Minutes of October 5, 2022

The Board of Directors will consider approving the draft minutes of the Board of Directors meeting of October 5, 2022.

7. Board Communications Received from October 5, 2022 through October 18, 2022

A copy of communications directed to the Board of Directors received by the Air District from October 5, 2022 through October 18, 2022, if any, will be distributed to the Board Members by way of email.

8. Authorization to Amend Contracts for Air District Chipping Programs and to Extend Termination Dates and Add Funding

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to amend the contracts for the Agricultural Waste Chipping Program and Wildfire Prevention Chipping Program to extend each contract term to October 31, 2023 and increase funding to each contract from \$150,000 to \$300,000.

9. Authorization to Accept Clean Cars For All Funding

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to accept, obligate, and expend up to \$3 million from the California Air Resources Board for the Clean Cars For All Program.

10. Personnel Out-of-State Business Travel Report for September 2022

In accordance with Division III, Section 5.4(b) of the Air District Administrative Code, 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.

11. Authorization to Amend Contract with Just Cities, LLC

The Board of Directors will consider authorizing an amendment to the Master Services Agreement with Just Cities, LLC, in amount not to exceed \$350,000 and amend Task Order 1, to provide facilitation support for East Oakland Assembly Bill (AB) 617 and other projects.

12. Authorization to Participate in the At-Berth Regulation Remediation Fund Program

The Board of Directors will consider authorizing the Air District to serve as an Administrator of the At-Berth Regulation Remediation Fund Program for funds that accrue from the Bay Area region; authorizing the Interim Executive Officer/APCO to enter into all necessary agreements to accept, obligate, and expend program funds; and adopting a resolution to authorize the Air District's participation in the program.

13. Authorization to Execute Contract Amendment with MEB Consulting Group

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to amend and extend the terms of the contract with MEB Consulting Group in the amount of \$20,000 for an overall total contract in the amount of \$110,000.

14. Report of the Legislative Committee Meeting of October 3, 2022

The Board of Directors will receive a report of the Legislative Committee meeting of October 3, 2022.

15. Report of the Community Equity, Health & Justice Committee meeting of October 6, 2022

The Board of Directors will receive a report of the Community Equity, Health & Justice Committee meeting of October 6, 2022, and will consider approval of the following action items recommended by that Committee:

- A) Recommendation for Board Action to Authorize Execution of Contract Amendments for Year 2 of the James Cary Smith Community Grant Program; and
- B) Select Bayview Hunters Point for the development of a Community Emissions Reduction Plan pursuant to Assembly Bill 617.

16. Authorize Board Members to attend United Nations Climate Change Conference (COP27)

This is an action item to consider approving the \$100 per-diem compensation for attendance by Board Chair Bauters and Board Vice Chair Hurt at COP27 in Sharm El-Sheikh, Egypt from November 11, 2022 to November 19, 2022.

17. Consider Approval of Hiring Recommendation at Step D of Salary Range 153M for the Assistant Counsel II Position

The Board of Directors will consider approving the Hiring Recommendation at Step D of Salary Range 153M for the Assistant Counsel II Position.

OTHER BUSINESS

18. Public Comment on Non-Agenda Matters

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.

19. Board Member Comments

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)

20. Report of the Interim Executive Officer/APCO

21. Chairperson's Report

22. Time and Place of Next Meeting

Wednesday, November 2, 2022, at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

23. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

MANAGER, EXECUTIVE OPERATIONS
375 BEALE STREET, SAN FRANCISCO, CA 94105
vjohnson@baaqmd.gov

(415) 749-4941
FAX: (415) 928-8560
BAAQMD homepage:
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 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, Suma Peesapati, at (415) 749-4967 or by email at speesapati@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

OCTOBER 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Technology Implementation Office (TIO) Steering Committee	Friday	14	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee	Monday	17	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Path to Clean Air Community Emissions Reduction Plan Steering Committee	Monday	17	5:30 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	19	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee – CANCELLED & RESCHEDULED TO WEDNESDAY, NOVEMBER 2, 2022 at 2:00 P.M.	Wednesday	19	11:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Budget and Finance Committee	Wednesday	26	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee	Thursday	27	9:30 a.m.	Webcast only pursuant to Assembly Bill 361

NOVEMBER 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Nominating Committee	Wednesday	2	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	2	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	2	2:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Community Equity, Health and Justice Committee	Thursday	3	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Advisory Council Meeting – CANCELLED AND RESCHEDULED TO DECEMBER 5, 2022 AT 8:30 A.M.	Monday	14	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee	Monday	14	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	16	9:00 a.m.	Webcast only pursuant to Assembly Bill 361

NOVEMBER 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Administration Committee - CANCELLED	Wednesday	16	11:00 a.m.	Webcast only pursuant to Assembly Bill 361
Community Advisory Council Meeting	Thursday	17	6:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee	Monday	21	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Budget and Finance Committee	Wednesday	23	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee– CANCELLED AND RESCHEDULED TO NOVEMBER 28, 2022 AT 9:30 A.M.	Thursday	24	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee	Monday	28	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Path to Clean Air Community Emissions Reduction Plan Steering Committee	Monday	28	5:30 p.m.	Webcast only pursuant to Assembly Bill 361

HL 10/13/22 – 1:10 p.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)

RECOMMENDED ACTION

Consider approving a resolution reauthorizing Air District Board and Committee meetings using remote teleconferencing through November 18, 2022.

BACKGROUND

AB 361 (R. Rivas 2021) (Open meetings: state and local agencies: teleconferences) allows the Board of Directors, Board committees, and other legislative bodies of the District to conduct public meetings using teleconferencing without complying with certain requirements imposed by the Ralph M. Brown Act during the COVID-19 state of emergency proclaimed by Governor Newsom. On September 7, 2022, the Board of Directors adopted Resolution No. 2022-18 authorizing such meetings under AB 361. AB 361 requires the Board to reconsider the state of emergency and adopt further resolutions every 30 days in order to continue conducting such meetings.

DISCUSSION

When the COVID-19 pandemic started, local agency boards struggled to conduct their meetings in compliance with the Brown Act's public accessibility requirements while still abiding by stay-at-home orders. As a result, Governor Newsom signed several executive orders to grant local agencies the flexibility to meet remotely during the COVID-19 pandemic. The Governor's executive orders allowed public agencies to meet remotely without requiring physical public access to each board member's remote meeting location. Those executive orders expired on September 30, 2021. AB 361 provides additional flexibility for local agencies looking to meet remotely during a proclaimed state of emergency. Agencies are required to consider and vote on this flexibility every 30 days in order to continue this practice under AB 361.

In order to continue conducting remote meetings without complying with all of the Brown Act's public accessibility requirements while the state of emergency remains active, or while state or local officials have imposed or recommended measures to promote social distancing, the Board

of Directors must make the following findings by majority vote:

(A) That the Board has reconsidered the circumstances of the state of emergency; and

(B) That any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or (ii) State or local officials continue to impose or recommend measures to promote social distancing.

The circumstances set forth in (B) are present here, and upon reconsideration of the circumstances of the state of emergency, the Board has grounds to make the requisite AB 361 findings. First, the COVID-19 public health emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person. Second, state and local officials continue to impose or recommend measures to promote social distancing.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Alexander G. Crockett

ATTACHMENTS:

1. Draft AB 361 Subsequent Resolution October 19, 2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2022-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BAY AREA AIR QUALITY MANAGEMENT DISTRICT AUTHORIZING
CONTINUED REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD
OCTOBER 19 TO NOVEMBER 18, 2022**

WHEREAS, the Bay Area Air Quality Management District (Air District) is committed to preserving and nurturing public access to and participation in meetings of the Board of Directors, Board Committees, and all other legislative bodies of the Air District; and

WHEREAS, all meetings of Air District legislative bodies are open and public, as required by the Ralph M. Brown Act (Brown Act), Cal. Gov. Code §§ 54950-54963, so that any member of the public may attend, participate in, and watch the Air District's legislative bodies conduct their business; and

WHEREAS, beginning in 2020, the COVID-19 pandemic gave rise to significant health risks that made it unduly risky for the Air District's legislative bodies to hold in-person public meetings; and

WHEREAS, the Brown Act authorizes remote teleconferencing participation in meetings by members of a legislative body, but as of the beginning of the pandemic, it included certain restrictions in Government Code section 54953(b)(3) that made fully remote meetings impractical; and

WHEREAS, in response to this situation, and in order to facilitate remote meetings to promote public health and allow for social distancing during the COVID-19 pandemic, the Legislature enacted AB 361 (Rivas), which (among other things) created Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e) makes provision for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on September 7, 2022, the Board of Directors adopted Resolution No. 2022-18, finding that the requisite conditions exist for the legislative bodies of the Air District to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3), including (i) that there was and is a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and (ii) that as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, as a condition of continuing the use of the provisions found in section 54953(e) after adopting Resolution No. 2022-18 on September 7, 2022, at least every 30 days thereafter, the

Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, the COVID-19 state of emergency remains active and Governor Newsom's COVID-19 Emergency Proclamation of March 4, 2020 remains in effect to prevent, mitigate, and respond to the spread of COVID-19; and

WHEREAS, measures to promote social distancing have been ordered or recommended by state and local public health authorities; and

WHEREAS, the Board of Directors does hereby find that the COVID-19 public health emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person; and

WHEREAS, state and local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the Board of Directors desires to affirm that a state of emergency exists and re-ratify the Governor's proclamation of state of emergency; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of the Air District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Air District is publicizing in its meeting agendas zoom and webcast links and phone numbers for members of the public to participate remotely in meetings of the Air District's legislative bodies.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby finds that the state of emergency related to COVID-19 in the District remains active, that measures to promote social distancing have been ordered or recommended by public health authorities, and that the state of emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board of Directors hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Air District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 18, 2022, or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Air District may continue to teleconference without compliance with section 54953(b)(3).

The foregoing resolution was duly 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 19th day of OCTOBER, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John Bauters
Chair of the Board of Directors

Teresa Barrett
Secretary of the Board of Directors

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Approval of the Minutes of October 5, 2022

RECOMMENDED ACTION

Approve the draft minutes of the Board of Directors meeting of October 5, 2022.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors meeting of October 5, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of October 5, 2022

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

Board of Directors Regular Meeting
Wednesday, October 5, 2022

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

This meeting was conducted under procedures authorized by Assembly Bill 361 (Rivas 2021) allowing remote meetings. The Board of Directors participated by teleconference.

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:00 a.m.

Roll Call:

Present: Chairperson John J. Bauters; Vice Chairperson Davina Hurt; Secretary Teresa Barrett; and Directors Margaret Abe-Koga, David Canepa, Pauline Russo Cutter, John Gioia, Carole Groom, Erin Hannigan, David Haubert, Lynda Hopkins, David Hudson, Tyrone Jue, Otto Lee, Sergio Lopez, Karen Mitchoff, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton, and Steve Young.

Absent: Director Nate Miley.

2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC MEETING PROCEDURE**
4. **SPECIAL ORDERS OF THE DAY**

Chair Bauters introduced recently promoted Air District employees: Joshua Abraham, Assistant Manager in the Community Engagement & Policy Division; Christopher Coelho, Senior Air Quality Specialist in the Compliance & Enforcement Division; and Jessica DePrimo, Supervising Staff Specialist in the Strategic Incentives Division.

The Board then watched the video “Spare the Air Community Outreach Efforts.”

CONSENT CALENDAR (Items 5 – 14)

- 5. Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)
- 6. Approval of the Minutes of September 21, 2022
- 7. Board Communications Received from September 21, 2022, through October 4, 2022
- 8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of August 2022
- 9. Authorization to Execute Contract with True North Research, Inc.
- 10. Authorization to Execute a Contract Amendment for Energy and Environmental Economics, Inc.
- 11. Consider Approval of Hiring Recommendation at Step E of Salary Range 149M for the Assistant Counsel I Position
- 12. Authorization to Execute a Contract Amendment with Renne Public Law Group
- 13. Report of the Stationary Source and Climate Impacts Committee Meeting of September 19, 2022
- 14. Report of the Path to Clean Air Community Reduction Plan Steering Committee Meeting of September 19, 2022

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Hudson made a motion, seconded by Director Mitchoff, to **approve** Consent Calendar Items 5 through 14, inclusive; and the motion **carried** by the following vote of the Board:

- AYES: Abe-Koga, Bauters, Barrett, Canepa, Cutter, Gioia, Hannigan, Haubert, Hopkins, Hudson, Hurt, Jue, Lee, Lopez, Mitchoff, Rennie, Rice, Ross, Wagenknecht, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Groom, Miley, Walton.

OTHER BUSINESS

15. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Tony Fisher, Coalition for Clean Air; and Rochele Henderson.

16. BOARD MEMBERS' COMMENTS

Director Canepa asked about the Air District's process for members of the public who wish to file complaints and air grievances.

Director Hopkins acknowledged National Walk and Roll to School Day, a national observance (scheduled for October 5 in 2022) that encourages exercise and pedestrian and road safety.

NOTED PRESENT: Directors Groom and Walton were noted present at 9:25 a.m.

17. REPORT OF THE EXECUTIVE OFFICER/APCO

Sharon L. Landers, Interim Executive Officer/APCO, made the following announcements:

- On September 20, 2022, the Bay Area Air Quality Management District, California Air Resources Board, and San Francisco Department of Emergency Management launched the State's first Clean Air Center in the Bayview Hunters Point neighborhood in San Francisco. In the coming weeks, more than 300 clean air centers will be available throughout the Bay Area, when air quality is poor due to wildfires.
- Dr. Ranyee Chiang, Director of Meteorology and Measurement, was asked to provide a summary on recent air quality. She also presented on Air District wildfire program activity. Director Wagenknecht asked whether the Air District has increased the number of controlled/open burns allowed per year.

18. CHAIRPERSON'S REPORT

Chair Bauters announced the following:

- Board members who are interested in serving as a Board Officer for the Calendar Year of 2023, or who wish to nominate another Board member as a Board Officer, must do so via electronic mail to Chair Bauters and Vanessa Johnson by close of business on October 20, 2022. The Board's Nominating Committee will meet on November 6, 2022, to consider a recommendation to the Board.
- San Francisco County Supervisor, Myrna Melgar, a former Air District Board member who left the Board in May 2022, is returning to the Board, effective October 19, 2022.

19. TIME AND PLACE OF NEXT MEETING

Wednesday, October 19, 2022, at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

CLOSED SESSION (9:37 a.m.)

20. CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION (GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(2))

Pursuant to Government Code Sections 54956.9(a) and (d)(2), the Board met in Closed Session with Legal Counsel to discuss a significant exposure to litigation, based on facts and circumstances not known to a potential plaintiff or plaintiffs: Two cases.

REPORTABLE ACTION: Alexander Crockett, District Counsel announced that there was nothing to report.

OPEN SESSION (10:35 a.m.)

21. **ADJOURNMENT**

The meeting adjourned at 10:35 a.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Board Communications Received from October 5, 2022 through October 18, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from October 5, 2022 through October 18, 2022, if any, will be distributed to the Board members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorization to Amend Contracts for Air District Chipping Programs and to Extend
Termination Dates and Add Funding

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Authorize the Executive Officer/APCO to amend the existing contract with The Davey Tree Expert Company for the Agricultural Waste Chipping Program by extending the contract by one year to October 31, 2023, and add an additional \$150,000 to the contract.
2. Authorize the Executive Officer/APCO to amend the existing contract with The Davey Tree Expert Company for the Wildfire Prevention Chipping Program by extending the contract by one year to October 31, 2023, and add an additional \$150,000 to the contract.

BACKGROUND

Since 2015, the Bay Area Air Quality Management District (Air District) has provided free chipping services for agricultural materials to private property owners in the Bay Area through the Agricultural Waste Chipping Program. This Program provides chipping services to dispose of material that otherwise would be allowed to be burned under the Orchard Pruning and Attrition, Crop Replacement, and Range Management fire types in accordance with Regulation 5, Open Burning. As a non-burning disposal method, chipping reduces particulate matter (PM) emissions compared to burning. The Air District is in non-attainment for the daily federal and annual state PM_{2.5} standards and reducing open burning reduces PM loading into the Air District's air basin, especially during the wintertime season when PM pollution is generally heaviest.

In 2020, in response to an unprecedented increase in wildfires, the Air District developed an additional Wildfire Prevention Chipping Program, a pilot chipping program modeled on the existing Agricultural Waste Chipping Program. The pilot program provides chipping services to dispose of material that otherwise would be allowed to be burned under Hazardous Material, Forest Management, and Wildland Vegetation Management fire types in accordance with Regulation 5, Open Burning. This program is part of the Air District's larger Wildfire Air

Quality Response Program (WAQRP), a comprehensive, multi-faceted program intended to prevent, prepare for, and respond to future wildfires, and to ensure that health-protective measures and strategies are in place during wildfire smoke events. The Wildfire Prevention Chipping Program provides a sustainable alternative to open burning, and reduces PM emissions, fuel loads, and wildfire risk.

DISCUSSION

In May 2020, the Air District issued Request for Proposals (RFP) 2020-007 to solicit provider(s) of chipping services for the Agricultural Waste Chipping Program and the Wildfire Prevention Chipping Program. On September 16, 2020, the Air District's Board of Directors approved the selection of The Davey Tree Expert Company (Davey Tree) to provide these services for both chipping programs.

In January 2021, the Air District entered into two agreements with Davey Tree, one in an amount not to exceed \$150,000 for the Agricultural Waste Chipping Program (Contract 2020.230), and the second in an amount not to exceed \$150,000 for the Wildfire Prevention Chipping Program (Contract 2020.231). Both contracts had a termination date of October 31, 2021.

RFP 2020-007 allows the Air District, at its sole discretion, to extend the contracts for up to three additional one-year terms based on the availability of funds and contractor's performance. As the contract termination date of October 31, 2021 approached, funds remained in both contracts – nearly \$64,000 in the Agricultural Waste Chipping Program, and just over \$75,000 in the Wildfire Prevention Chipping Program. In addition, Davey Tree proved itself to be a dependable provider of both chipping services during this time. Therefore, in October 2021 the Air District extended both contracts for an additional year, to a new termination date of October 31, 2022.

The Agricultural Waste Chipping Program currently has just under \$40,000 remaining to provide these chipping services, and staff expect the remaining funds in the Wildfire Prevention Chipping Program (\$6,000) to be exhausted in the near term. In addition, there has been a demonstrated need for both chipping services over the last year, and staff expect there to be continued demand for these programs into the future. Moreover, Davey Tree has continued to provide reliable chipping services throughout the term of the contract amendments. To prevent any interruption in service for either chipping program, staff proposes to extend both contracts for an additional year as allowed by the RFP and add an additional \$150,000 to each contract. In mid to late 2023, staff plan to issue another Request for Proposals (RFP) to solicit provider(s) of chipping services for future program years beyond October 31, 2023. Following that, staff will return to the Board of Directors with recommendations for "right sizing" these programs and aligning future funding allocations to the budget year cycle.

This work results in a contract amount that exceeds \$100,000 and therefore requires the approval of the Board of Directors.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the programs is included in the Fiscal Year Ending 2023 Budget and will be funded by the 104 Account.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Geraldina Grunbaum and Patrick Wenzinger
Reviewed by: John Marvin

ATTACHMENTS:

- 1. Executed Contract 2020.230 (Agricultural Waste Chipping Program)
- 2. Executed Contract 2020.231 (Wildfire Prevention Chipping Program)
- 3. Proposed Amendment No. 2 to Contract 2020.230 (Agricultural Waste Chipping Program)
- 4. Proposed Amendment No. 2 to Contract 2020.231 (Wildfire Prevention Chipping Program)

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

AGRICULTURAL WASTE CHIPPING CONTRACT

CONTRACT NO. 2020.230

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 **The Davey Tree Expert Company** (“CONTRACTOR”) whose address is 4000 Montgomery, Suite L7, Santa Rosa, CA 95405.

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.
 - B. CONTRACTOR has been selected to provide chipping services for DISTRICT’s Agricultural Waste Chipping Program (“Program”). The DISTRICT’s Board of Directors has authorized DISTRICT to spend up to \$150,000 for chipping services under the Program.
 - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. **AGREEMENT TO PROVIDE SERVICES**
 - A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such chipping services as DISTRICT may order by Requests for Services as described in Attachment A, Description of Services 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 Attachment B, Chipping Program Cost Schedule.
 - B. All Requests for Services issued by DISTRICT to CONTRACTOR during the term of this Contract are subject to the provisions of this Contract as though fully set forth in each such request. In the event that the provisions of this Contract conflict with any request for services issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. 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 Request for Services, 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 chipping services hereunder and the placement of any Request for Services 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 \$150,000. 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.

4. REQUESTS FOR SERVICES – Each Request for Services will specify the following items, as relevant: specific services requested, desired schedule for services, and location where services are to be performed (with contact person). Each Request for Services issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract number on the face of each Request for Services. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Request for Services. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Requests for Services constitute a contract for services and satisfy all statutory and legal formalities of a contract.

5. TERM – The term of this Contract is from the date of execution of the Contract to October 31, 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.

6. PRICE AND PAYMENT – DISTRICT agrees to pay CONTRACTOR for the strict performance of work under Requests for Services pursuant to this Contract, as follows:
 - A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in Attachment B, Chipping Program Cost Schedule.
 - B. DISTRICT agrees to pay CONTRACTOR in monthly payments for all work completed. Payments will be due and payable within thirty days of invoice.
 - C. CONTRACTOR shall submit monthly invoices by the 5th day of each month to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, and CONTRACTOR shall account for its time and all associated costs by completing Attachment C, Monthly Invoice Accounting spreadsheet, attached hereto, with the cost breakdowns to be submitted with each invoice.

7. TIME – Time is of the essence of this agreement. CONTRACTOR shall provide DISTRICT with a schedule for each Request for Services as detailed in Attachment A, and shall conform to that schedule, including any changes to that schedule agreed to between DISTRICT and CONTRACTOR or required by circumstances beyond CONTRACTOR’s control.

8. COMMUNICATIONS BETWEEN PARTIES – All communications required under this Contract, other than a termination notice pursuant to Section 19 below, shall be in writing sent by regular first class mail, or e-mail, to the attention of the contact listed below:

DISTRICT: Bay Area Air Quality Management District
 375 Beale Street, Suite 600
 San Francisco, CA 94105
 Attn: Chipping Program
 Email: chipping@baaqmd.gov

CONTRACTOR: The Davey Tree Expert Company

4000 Montgomery Drive, Suite L7
Santa Rosa, CA 95405
Attn: Jess Running
Email: jess.running@davey.com

9. 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 as additional insureds for the work of CONTRACTOR performed pursuant to this Agreement 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.
- B. All insurance shall be placed with insurers reasonably acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation 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.

10. 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, 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, employees.

11. PERMITS, LICENSES AND REGULATIONS – Permits and licenses of a temporary nature necessary for the prosecution of the work under a Request for Services shall be obtained and paid for by CONTRACTOR and shall be chargeable to DISTRICT as set forth in Attachment B.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations

bearing on the performance of the work. If CONTRACTOR observes that any Request for Services is at variance with such laws, ordinances, rules and regulations, DISTRICT shall promptly be notified and, if necessary, an adjustment will be made to the Request for Services.

CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required under California law for such work.

12. DIFFERING SITE CONDITIONS – CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
- A. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability.
 - B. Known subsurface or latent physical conditions at the work site that may impede performance of services requested; or
 - C. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Request for Services.

DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall adjust the Request for Services.

13. LABOR AND MATERIALS

- A. CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work. CONTRACTOR is responsible for routine maintenance costs for its equipment.
- B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees and other persons carrying out work under this Contract. CONTRACTOR shall not permit employment of persons not skilled in tasks assigned to them.

14. CLEAN WORK SITE – CONTRACTOR shall manage each work site to minimize hazards to traffic or the public from accumulation of waste materials caused by operations under this Contract. At completion of the work at each site, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR's tools, equipment, machinery, and surplus material.

15. WARRANTY – CONTRACTOR warrants to DISTRICT that all work under this Contract will be performed in a good and workmanlike manner and in conformance with the Contract and Requests for Services.

16. INSPECTION OF THE WORK – CONTRACTOR shall make the work accessible at all reasonable times for inspection by DISTRICT.

17. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of

the Contract, or a Request for Services under the Contract, or persistently fails to carry out the work in accordance with the Contract, or a Request for Services under the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.

- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the work in accordance with the Contract, or a Request for Services under the Contract, or fails to perform a provision of the Contract or a Request for Services, DISTRICT, after 10 days' written notice to CONTRATOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.

18. TERMINATION

- A. If DISTRICT fails for a period of 30 days to make a payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and equipment and machinery, including reasonable overhead and profit on the work executed.
- B. DISTRICT reserves the right to terminate work under this Contract for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, plus reasonable overhead and profit on the work executed.

- 19. TERMINATION NOTICES – Any termination notice 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: Satnam Hundel
 Email: shundel@baaqmd.gov

CONTRACTOR: The Davey Tree Expert Company
 4000 Montgomery Drive, Suite L7
 Santa Rosa, CA 95405

Attn: Jess Running
Email: jess.running@davey.com

20. DISPUTE RESOLUTION – Any controversy or claim arising out of or relating to this Contract or its alleged breach, which can not be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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, epidemics, strikes, lockouts, labor disputes, fire or other casualty, judicial orders,

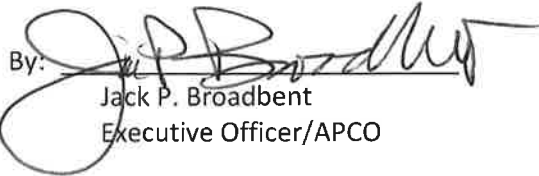
governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time 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.

26. 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.
27. 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.
28. 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.
29. 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 to 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.
30. 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.
31. SURVIVAL OF TERMS – The provisions of sections 9 (Indemnification) 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

THE DAVEY TREE EXPERT COMPANY

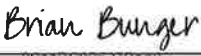
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Jess Running
District Manager

Date: 1/13/21

Date: 1-11-2021

Approved as to form:
District Counsel

DocuSigned by:
By:  1/13/2021
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Brian C. Bunger
District Counsel

Attachment A Description of Services

The Agricultural Waste Chipping Program assists property owners in disposing of agricultural waste materials from certain qualifying agricultural operations by providing free chipping services in lieu of open burning the material.

CONTRACTOR will provide chipping services for agricultural waste throughout the nine Bay Area counties and portions of counties on individual properties within the jurisdictional boundary of DISTRICT (see <https://www.baaqmd.gov/about-air-quality/interactive-data-maps>).

Recipients of CONTRACTOR's chipping services must pursue a qualifying agricultural operation as a gainful occupation. Potential participants of the Program will contact DISTRICT by phone or email. DISTRICT will review participants for eligibility and forward by email each approved Request for Services to CONTRACTOR.

Upon receipt of DISTRICT's Request for Services (via email), CONTRACTOR will, within one week, contact the requesting property owner via email or phone to schedule and coordinate chipping services based on the property owner's scheduling preference and the need for CONTRACTOR to coordinate the work with other jobs, and, when necessary, to schedule and carry out pre-assessments of projects. DISTRICT will forward all questions from property owners regarding scheduling to CONTRACTOR. Any constraints or limitations that would prevent CONTRACTOR from completing any services as originally scheduled will be communicated to DISTRICT by email message to: chipping@baaqmd.gov (Subject: Agricultural Waste Chipping Program Chipping Cancellation) within 24 hours of discovery. CONTRACTOR will include in this email the date on which the rescheduled chipping services will be conducted.

CONTRACTOR will chip, haul with grapple truck, or tub grind all prepared piles that are stacked according to DISTRICT requirements set forth in Exhibit 1 "Chipper Pile Guidelines" to this Attachment A.

If CONTRACTOR determines a property owner has failed to comply with the Chipper Pile Guidelines, CONTRACTOR may leave the property and invoice the DISTRICT accordingly (only for travel time costs, or a portion of travel time costs if the travel time for that outing is shared among multiple jobs). CONTRACTOR shall notify DISTRICT of the noncompliance within 24 hours of discovery, via email, and DISTRICT will notify CONTRACTOR to reschedule the visit once the property owner is in compliance with the requirements.

CONTRACTOR will leave chipped material on the owner's property and off roadways and driveways; unless an alternative (such as off-hauling by CONTRACTOR for CONTRACTOR's use) is agreed to between the property owner and CONTRACTOR at no additional cost to DISTRICT. The DISTRICT will not pay for movement of chipped material around the owner's property.¹

¹ Requests to leave chipped material on the site will not be accommodated within U.S. Dept. of Agriculture (USDA) and CA Dept. of Food and Agriculture (CDFA)-designated pest quarantine areas where removal and disposal are required.

CONTRACTOR may utilize auxiliary equipment, such as grapple trucks, for projects determined to be infeasible for chipping services by DISTRICT but determined to be accessible by CONTRACTOR. Haul projects shall utilize additional haul truck(s) as necessary to minimize equipment and labor charges. CONTRACTOR may also utilize tub grinding services for projects, which by doing so will cost less overall versus either chipping or grappling and hauling. CONTRACTOR will bring these projects to the DISTRICT’s attention for prior approval. CONTRACTOR will leave tub grinded material on the owner’s property.

To obtain approval from DISTRICT for grappling and hauling projects, CONTRACTOR will include a bid that lists the following:

1. Total number of crew members to complete project;
2. Total hours estimated to perform the tasks;
3. Estimate of the total amount of material to be processed in cubic yards (yd³);
4. Total number of crew members used for disposal; and
5. Estimated cost for disposal.

To obtain approval from DISTRICT for tub grinding projects, CONTRACTOR will include a bid that lists the following:

1. Total number of crew members to complete project;
2. Total hours estimated to perform the tasks; and
3. Estimate of the total amount of material to be processed in cubic yards (yd³).

CONTRACTOR will report to DISTRICT regarding chipping projects completed under this Contract on a monthly basis. CONTRACTOR will provide the following information about each job: address of property, approximate dimensions of chipper piles, amount of time spent in travelling to address, amount of time spent chipping the material, time spent traveling to next address or back to point of origin, and digital “before and after” photos of chipped piles. DISTRICT will provide CONTRACTOR with a report template to provide this information. CONTRACTOR will need to have computer skills, equipment and software adequate for email communications with DISTRICT and property owners, and for filling out reports in Microsoft Excel.

DISTRICT reserves the right to request to view CONTRACTOR’s upcoming chipping schedule at any time, and CONTRACTOR will provide an electronic copy via email to DISTRICT within 24 hours of receiving such request.

- CONTRACTOR shall maintain accurate records of the quantities of materials processed, by type (chipping, grapple truck or tub grinding); and cooperate with DISTRICT in any audits or investigations of such quantities;
- CONTRACTOR will carry out chipping services in the most efficient manner possible and group services by geographic location to minimize unnecessary travel between jobs;
- CONTRACTOR shall communicate to DISTRICT within 24 hours of discovery of any constraints or limitations that will prevent CONTRACTOR from completing one or more projects;

- CONTRACTOR shall bring tub grinding and grapple truck projects to DISTRICT's attention to receive approval of total bid price prior to commencing with the project;
- CONTRACTOR shall provide all tools, equipment, supplies, transportation, labor, and supervision necessary to perform the chipping services required to complete each project;
- CONTRACTOR shall perform all work in a thorough, safe and professional manner so that the Program's participants are provided reliable, courteous and high-quality chipping services at all times;
- CONTRACTOR and its employees shall not solicit or accept any additional compensation or gratuity for services provided under this Contract;
- CONTRACTOR shall use their best efforts to ensure that all employees conduct themselves in a courteous manner and shall address any complaints of discourteous conduct;
- CONTRACTOR shall designate contacts to be available by email or phone during the CONTRACTOR's hours of operation to handle calls from DISTRICT for questions, complaints and problems or to inspect CONTRACTOR's operations;
- CONTRACTOR shall take appropriate action to remedy any complaint from a Program participant or any violation of the contract within twenty-four (24) hours after notification by DISTRICT;
- CONTRACTOR shall accept and agree that there are no promises, expectations, or guarantees regarding the amount of work or services to be ordered by DISTRICT under the contract; and
- CONTRACTOR shall perform work in strict compliance with all applicable federal, state and local laws and regulations.



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Exhibit 1

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AGRICULTURAL WASTE CHIPPING PROGRAM AND
WILDFIRE PREVENTION CHIPPING PILOT PROGRAM**

Chipper Pile Guidelines

Pile(s) must be prepared per these Chipper Pile Guidelines or they will not be chipped, and the chipping contractor is required to leave the material on your property. For questions about these Guidelines, please call (415) 749-4600.

Material allowed in your piles:

- Freshly cut materials chip better than old, dry material. Piles that have been in place for a long period of time (e.g., a year or more) may not be chipped by the contractor due to safety concerns.
- The chipper can process material up to a maximum of 8 inches in diameter.
- The project must meet the Program qualification requirements listed below:

Agricultural Waste Chipping Program:

Materials to be chipped must be agricultural waste from one of the following three commercial agricultural operations, which must be pursued as a “gainful operation” (refer to BAAQMD Regulation 5, Section 204 for the definition of “gainful occupation”):

- Orchard Pruning and Attrition - Periodic prunings and attrition losses from fruit trees (apple, cherry, olive, peach, apricot, etc.), nut trees (almonds, walnut, etc.), vineyards, and cane fruits (raspberry, blackberry, boysenberry, etc.);
- Crop Replacement - Material generated for the sole purpose of establishing an agricultural crop in a location that formally contained another type of crop (e.g., replace an orchard with a vineyard, or replace one variety of a crop with another variety of the same), or natural growth (e.g., the clearing of natural vegetation on previously uncultivated land to establish a vineyard or orchard); or,
- Range Management - Material generated to maintain and continue the grazing of animals.

Wildfire Prevention Chipping Pilot Program:

Materials to be chipped must meet the requirements of one of the following three operations:

- Hazardous Material – Material removed for the purpose of the prevention or reduction of a fire or explosion hazard, including but not limited to, natural vegetation or other native growth cleared away to create or maintain a firebreak around any building or structure on a property;
- Forest Management – Material removed for the purpose of removing forest debris and for forest management. For the purposes of the Program, the term “forest” is defined as an area where the dominant vegetation form is described as a broadleaf deciduous, broadleaf evergreen, conifer, or mixed broadleaf-conifer forest; or
- Wildland Vegetation Management – Material or vegetation removed to achieve a specific natural resource management objective(s).

Prohibited materials in qualifying chipper piles:

- No root balls or stumps
- No rocks, dirt or mud
- No POISON OAK or wild berry vines
- No weeds, Scotch or French Broom or gorse
- No plastics, nails, wires or any metal pieces
- No construction-type wood such as fence posts or 2x4s or treated lumber
- No rakings or piles of needles, leaves or grass

(NOTE: In limited circumstances, piles containing prohibited materials may qualify for processing. Call the Air District for details at: (415) 749-4600.)

Stacking your piles:

- Do not make piles higher than 4 to 8 feet tall.
- Piles should be stacked loosely to give the contractor easy access to the pile.

The Air District will require that applicants submit a **photograph(s)** of their prepared pile(s) prior to approval to confirm it complies with these requirements.

Placement of piles:

Piles must be easily accessible to heavy equipment and placed on owner's property, off roadways and driveways, so that crews can work SAFELY without need for additional personnel, signage or road closure permits.

- Do not place piles where they might block roadways or access. Do not put piles within 10 feet of electrical power poles. The chipper and truck must be able to turn around to exit the site.
- Place piles within 5 feet of chipper access, preferably on the uphill side of the road or driveway.

- Hour limitations that the chipper contractor may spend at any one property may apply.
- You are responsible for following environmental regulations concerning vegetation removal. Contact state, local or municipal agencies for information that may apply to your property. If you find a federally listed protected species on your property, you need to contact the U.S. Fish and Wildlife Service at: (916) 414-6600 for technical assistance.

Attachment B
Chipping Program Cost Schedule

CONTRACTOR shall be paid \$180.00 per hour for a two-person chipping crew, and \$90.00 per hour per additional crew member needed for time and materials in providing chipping services. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall be paid \$270.00 per hour for time and materials in providing grapple truck and crew to remove and haul piles not feasible for chipping services. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall make its best effort to group grapple jobs bound for disposal to minimize the disposal travel time, and whenever possible employ only a driver thereby charging DISTRICT a rate of \$90.00 per hour for disposal time.

CONTRACTOR shall be paid \$550.00 per hour for time and materials in providing tub grinding services and crew (including 3-person crew) which by doing so will cost less overall versus either chipping or grappling and hauling. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall be paid for all required disposal costs pre-authorized by DISTRICT, not to exceed the actual charge of disposal, plus 10% for administrative billing costs.

Attachment C Monthly Invoice Accounting

Month of Service

Project #	Customer/Business Name
00001	

Amount of Material Processed (Yd ³)		
Chipping	Grapple	Tub Grinder

Sub-Totals
Monthly Total

Total Number of Hours Worked					
Chipping			Grapple		Tub Grinder
At Work Site	Travel Time	Size of Crew	At Work Site	Travel Time	At Work Site

Sub-Totals (\$)
Total Monthly (\$)

Work Processing Costs						
Chipping			Grapple		Tub Grinder	
Chipping Cost (\$)	Travel Cost (\$)		Grapple Cost (\$)	Travel Cost (\$)	Grapple Disposal Fee Cost (\$)	Tub Grinder Sub-contractor Bid Cost (\$)

Total Monthly (\$)

Total Project Cost (\$)	

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

WILDFIRE PREVENTION CHIPPING CONTRACT

CONTRACT NO. 2020.231

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 **The Davey Tree Expert Company** (“CONTRACTOR”) whose address is 4000 Montgomery, Suite L7, Santa Rosa, CA 95405.

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.
 - B. CONTRACTOR has been selected to provide chipping services for DISTRICT’s Wildfire Prevention Chipping Pilot Program (“Program”). The DISTRICT’s Board of Directors has authorized DISTRICT to spend up to \$150,000 for chipping services under the Program.
 - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. **AGREEMENT TO PROVIDE SERVICES**
 - A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such chipping services as DISTRICT may order by Requests for Services as described in Attachment A, Description of Services 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 Attachment B, Chipping Program Cost Schedule.
 - B. All Requests for Services issued by DISTRICT to CONTRACTOR during the term of this Contract are subject to the provisions of this Contract as though fully set forth in each such request. In the event that the provisions of this Contract conflict with any request for services issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. 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 Request for Services, 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 chipping services hereunder and the placement of any Request for Services 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 \$150,000. 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.

- 4. REQUESTS FOR SERVICES – Each Request for Services will specify the following items, as relevant: specific services requested, desired schedule for services, and location where services are to be performed (with contact person). Each Request for Services issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract number on the face of each Request for Services. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Request for Services. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Requests for Services constitute a contract for services and satisfy all statutory and legal formalities of a contract.

- 5. TERM – The term of this Contract is from the date of execution of the Contract to October 31, 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.

- 6. PRICE AND PAYMENT – DISTRICT agrees to pay CONTRACTOR for the strict performance of work under Requests for Services pursuant to this Contract, as follows:
 - A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in Attachment B, Chipping Program Cost Schedule.
 - B. DISTRICT agrees to pay CONTRACTOR in monthly payments for all work completed. Payments will be due and payable within thirty days of invoice.
 - C. CONTRACTOR shall submit monthly invoices by the 5th day of each month to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, and CONTRACTOR shall account for its time and all associated costs by completing Attachment C, Monthly Invoice Accounting spreadsheet, attached hereto, with the cost breakdowns to be submitted with each invoice.

- 7. TIME – Time is of the essence of this agreement. CONTRACTOR shall provide DISTRICT with a schedule for each Request for Services as detailed in Attachment A, and shall conform to that schedule, including any changes to that schedule agreed to between DISTRICT and CONTRACTOR or required by circumstances beyond CONTRACTOR’s control.

- 8. COMMUNICATIONS BETWEEN PARTIES – All communications required under this Contract, other than a termination notice pursuant to Section 19 below, shall be in writing sent by regular first class mail, or e-mail, to the attention of the contact listed below:

DISTRICT: Bay Area Air Quality Management District
 375 Beale Street, Suite 600
 San Francisco, CA 94105
 Attn: Chipping Program
 Email: chipping@baaqmd.gov

CONTRACTOR: The Davey Tree Expert Company

4000 Montgomery Drive, Suite L7
Santa Rosa, CA 95405
Attn: Jess Running
Email: jess.running@davey.com

9. 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 as additional insureds for the work of CONTRACTOR performed pursuant to this Agreement 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.
- B. All insurance shall be placed with insurers reasonably acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation 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.

10. 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, 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, employees.

11. PERMITS, LICENSES AND REGULATIONS – Permits and licenses of a temporary nature necessary for the prosecution of the work under a Request for Services shall be obtained and paid for by CONTRACTOR and shall be chargeable to DISTRICT as set forth in Attachment B.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work. If CONTRACTOR observes that any Request for Services is at variance with such laws, ordinances, rules and regulations, DISTRICT shall promptly be notified and, if necessary, an adjustment will be made to the Request for Services.

CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required under California law for such work.

12. DIFFERING SITE CONDITIONS – CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
- A. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability.
 - B. Known subsurface or latent physical conditions at the work site that may impede performance of services requested; or
 - C. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Request for Services.

DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall adjust the Request for Services.

13. LABOR AND MATERIALS
- A. CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work. CONTRACTOR is responsible for routine maintenance costs for its equipment.
 - B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR’s employees and other persons carrying out work under this Contract. CONTRACTOR shall not permit employment of persons not skilled in tasks assigned to them.
14. CLEAN WORK SITE – CONTRACTOR shall manage each work site to minimize hazards to traffic or the public from accumulation of waste materials caused by operations under this Contract. At completion of the work at each site, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR’s tools, equipment, machinery, and surplus material.
15. WARRANTY – CONTRACTOR warrants to DISTRICT that all work under this Contract will be performed in a good and workmanlike manner and in conformance with the Contract and Requests for Services.
16. INSPECTION OF THE WORK – CONTRACTOR shall make the work accessible at all reasonable times for inspection by DISTRICT.

17. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or a Request for Services under the Contract, or persistently fails to carry out the work in accordance with the Contract, or a Request for Services under the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the work in accordance with the Contract, or a Request for Services under the Contract, or fails to perform a provision of the Contract or a Request for Services, DISTRICT, after 10 days' written notice to CONTRATOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.

18. TERMINATION

- A. If DISTRICT fails for a period of 30 days to make a payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and equipment and machinery, including reasonable overhead and profit on the work executed.
- B. DISTRICT reserves the right to terminate work under this Contract for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, plus reasonable overhead and profit on the work executed.

19. TERMINATION NOTICES – Any termination notice 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: Satnam Hundel
 Email: shundel@baaqmd.gov

CONTRACTOR: The Davey Tree Expert Company
4000 Montgomery Drive, Suite L7
Santa Rosa, CA 95405
Attn: Jess Running
Email: jess.running@davey.com

20. DISPUTE RESOLUTION – Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 Contractor interruption of

services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, epidemics, 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.

26. 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.
27. 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.
28. 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.
29. 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 to 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.
30. 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.
31. SURVIVAL OF TERMS – The provisions of sections 9 (Indemnification) 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

THE DAVEY TREE EXPERT COMPANY

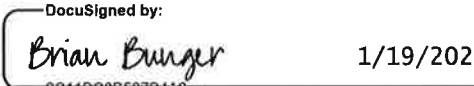
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Jess Running
District Manager

Date: 1/20/21

Date: 1-11-2021

Approved as to form:
District Counsel

By:  1/19/2021
20118C08537B4A2...
Brian C. Bunger
District Counsel

**Attachment A
Description of Services**

The Wildfire Prevention Chipping Pilot Program assists property owners, engaged in lowering wildfire risk through fuel load reduction, by providing free chipping services for materials removed that are not currently covered by the Agricultural Waste Chipping Program.

CONTRACTOR will provide chipping services for private property owners throughout the nine Bay Area counties and portions of counties on individual properties within the jurisdictional boundary of DISTRICT (see <https://www.baaqmd.gov/about-air-quality/interactive-data-maps>).

Materials to be chipped under the Program must be from one of the following categories:

- Hazardous Material – Material is removed for the purpose of the prevention or reduction of a fire hazard, including the disposal of dangerous materials;
- Forest Management – Material is removed for the purpose of removing forest debris and for forest management.¹
- Wildland Vegetation Management – Material or vegetation removed to achieve a specific natural resource management objective(s).

Potential participants of the Program will contact DISTRICT by phone or email. DISTRICT will review participants for eligibility and forward by email each approved Request for Services to CONTRACTOR.

Upon receipt of DISTRICT’s Request for Services (via email), CONTRACTOR will, within one week, contact the requesting property owner via email or phone to schedule and coordinate chipping services based on the property owner’s scheduling preference and the need for CONTRACTOR to coordinate the work with other jobs, and, when necessary, to schedule and carry out pre-assessments of projects. DISTRICT will forward all questions from property owners regarding scheduling to CONTRACTOR. Any constraints or limitations that would prevent CONTRACTOR from completing any services as originally scheduled will be communicated to DISTRICT by email message to: chipping@baaqmd.gov (Subject: Wildfire Prevention Chipping Pilot Program Chipping Cancellation) within 24 hours of discovery. CONTRACTOR will include in this email the date on which the rescheduled chipping services will be conducted.

CONTRACTOR will chip, haul with grapple truck, or tub grind all prepared piles that are stacked according to DISTRICT requirements set forth in Exhibit 1 "Chipper Pile Guidelines" to this Attachment A.

¹ For the purposes of the Program, the term “forest” is defined as an area where the dominant vegetation form is described as a broadleaf deciduous, broadleaf evergreen, conifer, or mixed broadleaf-conifer forest.

If CONTRACTOR determines a property owner has failed to comply with the Chipper Pile Guidelines, CONTRACTOR may leave the property and invoice DISTRICT accordingly (only for travel time costs, or a portion of travel time costs if the travel time for that outing is shared among multiple jobs). CONTRACTOR shall notify DISTRICT of the noncompliance within 24 hours of discovery, via email, and DISTRICT will notify CONTRACTOR to reschedule the visit once the property owner is in compliance with the requirements.

CONTRACTOR will leave chipped material on the owner's property and off roadways and driveways; unless an alternative (such as off-hauling by CONTRACTOR for CONTRACTOR's use) is agreed to between the property owner and CONTRACTOR at no additional cost to DISTRICT. DISTRICT will not pay for movement of chipped material around the owner's property.

CONTRACTOR may utilize auxiliary equipment, such as grapple trucks, for projects determined to be infeasible for chipping services by DISTRICT but determined to be accessible by CONTRACTOR. Haul projects shall utilize additional haul truck(s) as necessary to minimize equipment and labor charges. CONTRACTOR may also utilize tub grinding services for projects, which by doing so will cost less overall versus either chipping or grappling and hauling. CONTRACTOR will bring these projects to DISTRICT's attention for prior approval. CONTRACTOR will leave tub grinded material on the owner's property.

To obtain approval from DISTRICT for grappling and hauling projects, CONTRACTOR will include a bid that lists the following:

1. Total number of crew members to complete project;
2. Total hours estimated to perform the tasks;
3. Estimate of the total amount of material to be processed in cubic yards (yd³);
4. Total number of crew members used for disposal; and
5. Estimated cost for disposal.

To obtain approval from DISTRICT for tub grinding projects, CONTRACTOR will include a bid that lists the following:

1. Total number of crew members to complete project;
2. Total hours estimated to perform the tasks; and
3. Estimate of the total amount of material to be processed in cubic yards (yd³).

CONTRACTOR will report to DISTRICT regarding chipping projects completed under this Contract on a monthly basis. CONTRACTOR will provide the following information about each job: address of property, approximate dimensions of chipper piles, amount of time spent in travelling to address, amount of time spent chipping the material, time spent traveling to next address or back to point of origin, and digital "before and after" photos of chipped piles. DISTRICT will provide CONTRACTOR with a report template to provide this information. CONTRACTOR will need to have computer skills, equipment and software adequate for email communications with DISTRICT and property owners, and for filling out reports in Microsoft Excel.

DISTRICT reserves the right to request to view CONTRACTOR's upcoming chipping schedule at any time, and CONTRACTOR will provide an electronic copy via email to DISTRICT within 24 hours of receiving such request.

- CONTRACTOR shall maintain accurate records of the quantities of materials processed, by type (chipping, grapple truck or tub grinding); and cooperate with DISTRICT in any audits or investigations of such quantities;
- CONTRACTOR will carry out chipping services in the most efficient manner possible and group services by geographic location to minimize unnecessary travel between jobs;
- CONTRACTOR shall communicate to DISTRICT within 24 hours of discovery of any constraints or limitations that will prevent CONTRACTOR from completing one or more projects;
- CONTRACTOR shall bring tub grinding and grapple truck projects to DISTRICT's attention to receive approval of total bid price prior to commencing with the project;
- CONTRACTOR shall provide all tools, equipment, supplies, transportation, labor, and supervision necessary to perform the chipping services required to complete each project;
- CONTRACTOR shall perform all work in a thorough, safe and professional manner so that the Program's participants are provided reliable, courteous and high-quality chipping services at all times;
- CONTRACTOR and its employees shall not solicit or accept any additional compensation or gratuity for services provided under this Contract;
- CONTRACTOR shall use their best efforts to ensure that all employees conduct themselves in a courteous manner and shall address any complaints of discourteous conduct;
- CONTRACTOR shall designate contacts to be available by email or phone during the CONTRACTOR's hours of operation to handle calls from DISTRICT for questions, complaints and problems or to inspect CONTRACTOR's operations;
- CONTRACTOR shall take appropriate action to remedy any complaint from a Program participant or any violation of the contract within twenty-four (24) hours after notification by DISTRICT;
- CONTRACTOR shall accept and agree that there are no promises, expectations, or guarantees regarding the amount of work or services to be ordered by DISTRICT under the contract; and

- CONTRACTOR shall perform work in strict compliance with all applicable federal, state and local laws and regulations.



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Exhibit 1

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AGRICULTURAL WASTE CHIPPING PROGRAM AND
WILDFIRE PREVENTION CHIPPING PILOT PROGRAM**

Chipper Pile Guidelines

Pile(s) must be prepared per these Chipper Pile Guidelines or they will not be chipped, and the chipping contractor is required to leave the material on your property. For questions about these Guidelines, please call (415) 749-4600.

Material allowed in your piles:

- Freshly cut materials chip better than old, dry material. Piles that have been in place for a long period of time (e.g., a year or more) may not be chipped by the contractor due to safety concerns.
- The chipper can process material up to a maximum of 8 inches in diameter.
- The project must meet the Program qualification requirements listed below:

Agricultural Waste Chipping Program:

Materials to be chipped must be agricultural waste from one of the following three commercial agricultural operations, which must be pursued as a “gainful operation” (refer to BAAQMD Regulation 5, Section 204 for the definition of “gainful occupation”):

- Orchard Pruning and Attrition - Periodic prunings and attrition losses from fruit trees (apple, cherry, olive, peach, apricot, etc.), nut trees (almonds, walnut, etc.), vineyards, and cane fruits (raspberry, blackberry, boysenberry, etc.);
- Crop Replacement - Material generated for the sole purpose of establishing an agricultural crop in a location that formally contained another type of crop (e.g., replace an orchard with a vineyard, or replace one variety of a crop with another variety of the same), or natural growth (e.g., the clearing of natural vegetation on previously uncultivated land to establish a vineyard or orchard); or,
- Range Management - Material generated to maintain and continue the grazing of animals.

Wildfire Prevention Chipping Pilot Program:

Materials to be chipped must meet the requirements of one of the following three operations:

- Hazardous Material – Material removed for the purpose of the prevention or reduction of a fire or explosion hazard, including but not limited to, natural vegetation or other native growth cleared away to create or maintain a firebreak around any building or structure on a property;
- Forest Management – Material removed for the purpose of removing forest debris and for forest management. For the purposes of the Program, the term “forest” is defined as an area where the dominant vegetation form is described as a broadleaf deciduous, broadleaf evergreen, conifer, or mixed broadleaf-conifer forest; or
- Wildland Vegetation Management – Material or vegetation removed to achieve a specific natural resource management objective(s).

Prohibited materials in qualifying chipper piles:

- No root balls or stumps
- No rocks, dirt or mud
- No POISON OAK or wild berry vines
- No weeds, Scotch or French Broom or gorse
- No plastics, nails, wires or any metal pieces
- No construction-type wood such as fence posts or 2x4s or treated lumber
- No rakings or piles of needles, leaves or grass

(NOTE: In limited circumstances, piles containing prohibited materials may qualify for processing. Call the Air District for details at: (415) 749-4600.)

Stacking your piles:

- Do not make piles higher than 4 to 8 feet tall.
- Piles should be stacked loosely to give the contractor easy access to the pile.

The Air District will require that applicants submit a **photograph(s)** of their prepared pile(s) prior to approval to confirm it complies with these requirements.

Placement of piles:

Piles must be easily accessible to heavy equipment and placed on owner's property, off roadways and driveways, so that crews can work SAFELY without need for additional personnel, signage or road closure permits.

- Do not place piles where they might block roadways or access. Do not put piles within 10 feet of electrical power poles. The chipper and truck must be able to turn around to exit the site.
- Place piles within 5 feet of chipper access, preferably on the uphill side of the road or driveway.

- Hour limitations that the chipper contractor may spend at any one property may apply.
- You are responsible for following environmental regulations concerning vegetation removal. Contact state, local or municipal agencies for information that may apply to your property. If you find a federally listed protected species on your property, you need to contact the U.S. Fish and Wildlife Service at: (916) 414-6600 for technical assistance.

Attachment B
Chipping Program Cost Schedule

CONTRACTOR shall be paid \$180.00 per hour for a two-person chipping crew, and \$90.00 per hour per additional crew member needed for time and materials in providing chipping services. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall be paid \$270.00 per hour for time and materials in providing grapple truck and crew to remove and haul piles not feasible for chipping services. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall make its best effort to group grapple jobs bound for disposal to minimize the disposal travel time, and whenever possible employ only a driver thereby charging DISTRICT a rate of \$90.00 per hour for disposal time.

CONTRACTOR shall be paid \$550.00 per hour for time and materials in providing tub grinding services and crew (including 3-person crew) which by doing so will cost less overall versus either chipping or grappling and hauling. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall be paid for all required disposal costs pre-authorized by DISTRICT, not to exceed the actual charge of disposal, plus 10% for administrative billing costs.

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.230

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, August 19, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **The Davey Tree Expert Company** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to provide agricultural waste chipping services to property owners under the Agricultural Waste Chipping Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on January 11, 2021, and on behalf of DISTRICT on January 13, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 25, 2021, for reference purposes only, to amend the term of the Contract.
3. The PARTIES seek to amend the term and total 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 term end date.
4. In accordance with Section 30 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 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now October 31, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph B of Section 2, "Recitals," to replace "\$150,000" where it appears, with "\$300,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 3, "Agreement to Provide Services," to replace "\$150,000" where it appears, with "\$300,000."

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

THE DAVEY TREE EXPERT COMPANY

By: _____
Veronica Eady
Acting Executive Officer/APCO

By: _____
David Inman
District Manager

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.231

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 19, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **The Davey Tree Expert Company** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to provide chipping services to property owners under the Wildfire Prevention Chipping Pilot Program (the “Contract”), which Contract was executed on behalf of CONTRACTOR on January 11, 2021, and on behalf of DISTRICT on January 20, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 25, 2021, for reference purposes only, to amend the term of the Contract.
3. The PARTIES seek to amend the term and total Cost of the Contract because the 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 term end date.
4. In accordance with Section 30 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 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now October 31, 2023.
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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

THE DAVEY TREE EXPERT COMPANY

By: _____
Veronica Eady
Acting Executive Officer/APCO

By: _____
David Inman
District Manager

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorization to Accept Clean Cars For All Funding

RECOMMENDED ACTION

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.

BACKGROUND

Through the Clean Cars for All Program (Program or CCFA) the Air District provides incentives for low-income households (up to 400% of the Federal Poverty Level) to retire older, high-polluting vehicles and replace them with a newer, cleaner vehicle or with mobility options (e.g. public transit card or e-bikes). Participants may purchase or lease a new or used hybrid electric vehicle, plug-in electric vehicle (PHEV), battery electric vehicle (BEV) or fuel cell electric vehicle. A rebate to install a home charger or to purchase a portable charger is available for participants that purchase a PHEV or BEV through CCFA. The Program reduces criteria pollutants and greenhouse gas emissions throughout the Bay Area and supports the goal of equitable access to electric vehicles and clean transportation.

Since 2019, the Program has been supported by a total of \$42 million from a variety of state and local funds and continues to be a popular and beneficial program. CARB requires participating air districts focus California Climate Investment (CCI) Program funding for this Program in disadvantages communities (based on CalEnviroScreen 3.0) which limited program eligibility to 76 zip codes in the Bay Area. The demand for the CCFA incentives has steadily increased since the Program began. As of early October 2022, over 3,300 applications have been awarded in the Bay Area. The Program quickly allocates new funding to qualified low-income residents and is an important tool in achieving our air quality and climate goals.

DISCUSSION

In September 2022, CARB notified the Air District that up to \$3 million was available in CCI funds for the Air District's Clean Cars for All Program from their Strategic Reserve Fund. This funding is available as part of the Fiscal Year 2020-21 Funding Plan for Clean Transportation Incentives which have a total FY 2021-2022 statewide CCFA Program allocation of \$75 million. The Air District has already received \$15 million from the FY 2021-2022 budget. CARB requires the Air District Board to adopt a resolution to accept funds before it will enter into a contract with the Air District for the Program funds.

This funding will allow the Air District to continue providing incentives to low-income residents in disadvantaged communities. Up to 15% of the funds may be used by the Air District to administer the Program, with 10% available to support Air District staff costs to manage applications and cases. The remaining 5% may be used to subcontract with third party entities to help increase participation from low-income consumers in disadvantaged communities. Staff will inform and consult the Mobile Source and Climate Impacts Committee and the Board regarding the funding disbursement and Program progress.

BUDGET CONSIDERATION/FINANCIAL IMPACT

These funds from CARB are considered "pass-through" funds, which are offered to grantees directly or to reduce the purchase or lease costs for vehicles. Funds from CARB also cover Air District staff and other program costs.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Anthony Fournier

ATTACHMENTS:

1. Draft Board Resolution to Accept CARB Clean Cars For All Funding

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2022-_____

**A Resolution Accepting Clean Cars for All Program funds
From the California Air Resources Board**

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend up to \$3 million in additional funding from the California Air Resources Board (CARB) to administer the Bay Area Clean Cars For All Program and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, the California Legislature added item 3900-101-3228 to Section 2.00 of the Budget Act of 2021 which directed at least \$75 million of the Low Carbon Transportation appropriation be allocated for the Clean Cars For All Program (previously named the EFMP and EFMP Plus-up Program), a vehicle retirement and replacement program;

WHEREAS, CARB has previously awarded the Air District \$15 million in Fiscal Year (FY) 2021-2022 Low Carbon Transportation Funds to the Air District's Bay Area Clean Cars For All Program and the District accepted these funds;

WHEREAS, in September 2022, CARB staff notified the Air District that they will award up to an additional \$3 million in Fiscal Year (FY) 2021-2022 Low Carbon Transportation Funds to the Air District's Bay Area Clean Cars For All Program;

WHEREAS, CARB will authorize a grant of up to \$3 million to the Air District to continue to implement the Bay Area Clean Cars For All program, upon approval by the Board of Directors to accept such grant of funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District's acceptance of CARB funds and commits the Air District to comply with the CARB Clean Cars For All regulatory requirements.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required documents, and any amendments thereto 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 _____, 2022 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

John Bauters
Chair of the Board of Directors

ATTEST:

Teresa Barrett
Secretary of the Board of Directors

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Personnel Out-of-State Business Travel Report for September 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Division III, Section 5.4(b) of the District's Administrative Code, the Board is hereby notified of District personnel who have traveled on out-of-state business. The report covers out-of-state business travel for the month of September 2022. The monthly out-of-state business travel report is presented in the month following travel completion.

DISCUSSION

The following out-of-state business travel activities occurred in the month of September 2022:

National Association of Government Defined Contribution Administrators (NAGDCA) Conference, Baltimore, MD, September 18-21, 2022 attendees:

- Leonid Bak, Senior Advanced Projects Advisor
- Ralph Borrmann, Public Information Officer II
- Lewis Letang, Senior Human Resources Analyst

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's Fiscal Year Ending 2023 Budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Stephanie Osaze
Reviewed by: Damian Breen

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorization to Amend Contract with Just Cities, LLC

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to amend a Master Services Agreement (MSA) with Just Cities, LLC to increase the total amount not to exceed from \$95,000 to \$350,000 and amend Task Order 1 to support the development of the East Oakland AB 617 Community Emissions Reduction Plan (CERP) and additional facilitation support.

BACKGROUND

Following many years of community advocacy, in November of 2021, the Air District's Governing Board and East Oakland community organizations and residents recommended that the California Air Resources Board select East Oakland as the third Bay Area community to develop a Community Emissions Reduction Plan (CERP). The Air District partnered with Communities for a Better Environment (CBE) to develop that East Oakland nomination. On February 10, 2022, the California Air Resources Board (CARB) approved that nomination.

Since February, the Air District and CBE have partnered to establish and convene an East Oakland Community Steering Committee (Steering Committee) that will guide the development of a CERP that addresses air quality and environmental justice issues in East Oakland. In May 2022, the Air District, with CBE's support, hired Just Cities, which was one firm selected through a Request for Qualifications (RFQ) process (RFQ No. 2021-014 for Community Engagement Support and Facilitation Services) to procure assistance in the development of an East Oakland CERP. Just Cities provides administrative, logistical, and co-facilitation support to the Steering Committee, along with capacity-building training for Air District staff, Steering Committee members, and Steering Committee meeting participants.

Just Cities is a racial equity planning firm with experience supporting government agencies in planning efforts that empower and uplift communities suffering from the disparate impacts of disinvestment and pollution. In addition, Just Cities has experience designing, forming, implementing, and operating community steering committees involved in land use planning

processes. Some examples of planning efforts that benefitted from Just Cities’ deployment of transformative community planning include: the Oakland Sustainable Neighborhoods Initiative, the East Oakland Black Cultural Zone Collaborative, the Oakland Housing Equity Roadmap, and the anti-displacement framework for the East Oakland Mobility Action Plan.

On May 4, 2022, the Air District and Just Cities executed their existing Master Services Agreement (MSA), for an amount not to exceed \$95,000, to provide community engagement support and facilitation services to the District through June 30, 2024. The MSA’s Task Order 1 allocates \$95,000 for administrative backbone support, logistics, and co-facilitation for the Steering Committee process along with capacity-building training for Air District staff, Steering Committee members, and Steering Committee meeting participants. The period of performance for Task Order 1 was from May 4, 2022, the date of execution, through January 30, 2023.

DISCUSSION

Through the currently proposed MSA amendment, Air District staff seek to: 1) increase the dollar amount of the MSA contract with Just Cities to \$350,000; 2) extend the dollar amount of Task Order 1 to \$310,000; and 3) extend the Task Order 1 term to September 30, 2023. These contract amendments will allow the Air District and Just Cities to support and meet the needs of the Steering Committee as it guides the development of the East Oakland CERP. More specifically, the amendments will provide the additional funding and time needed to complete the planning process, while providing room in the contract to cover limited, and currently unforeseeable facilitation needs, should they arise.

More immediately, Air District staff and CBE have assessed and identified additional support needed to ensure the East Oakland CERP development process is truly community-driven and supported through the anticipated timeline. Excluding Just Cities’ administrative costs and taking into account money allocated for providing childcare, translation and simultaneous interpretation services, about 62% (nearly \$200,000.00) of the total contract amount for Task Order 1 will be distributed directly or fund activities that will directly benefit Steering Committee members, East Oakland community members and community organizations based in East Oakland. A summary of these activities in Task Order 1 includes the following:

- Stipends to Steering Committee members for their attendance and participation in Steering Committee meetings, meeting between Co-Chair and Co-Leads, and any other ad hoc or sub-committee meetings;
- Development and administration of a mini-grant program for community-based organizations based in East Oakland to engage community members in the East Oakland CERP development process;
- Childcare services at Steering Committee meetings held in person;
- Translation and simultaneous interpretation services for monolingual and LEP (limited English proficiency) meeting participants;
- Training on topics that support the development of the CERP, such as effective collaboration between government agencies and community residents and organizations; restorative justice and conflict resolution; community building and group dynamics; and community agreements for healthy and functional Steering Committee operations; and

- Development of a web-based mapping tool to collect data from community members about sources of pollution and concern and community assets to identify issues to address in the CERP.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract is included in the Fiscal Year End 2023 budget for the Community Engagement Office (Program 302) and funded by AB 617 CAPP Implementation Funds.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Aneesh Rana
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Executed Master Services Contract - Contract No. 2022.102
2. Executed Task Order 1 - Contract No. 2022.102
3. Proposed Draft Master Services Contract Amendment No. 1 and Proposed Draft Task Order 1-A - Contract No. 2022.102

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2022.102

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 **Just Cities, LLC** (“CONTRACTOR”) whose address is 2150 Allston Way, Suite 340, Berkeley CA 94704.
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. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT 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 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 paragraphs A-E above.

5. TERM – The term of this Contract is from May 1, 2022 to June 30, 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. 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.

iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.

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.

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 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.

9. AGREEMENT TO PROVIDE SERVICES

A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by 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. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. 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 \$95,000. 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, location where services are to be performed (with contact person), and cost or estimated cost of 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. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the 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 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 original 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 Social Security Number or 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. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
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, 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: Anna Lee

CONTRACTOR: Just Cities, LLC
 2150 Allston Way, Suite 340
 Berkeley CA 94704
 Attn: Margaretta Lin

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. CONTRACTOR shall assign those employees listed under the Task Orders to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services 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 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, 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.
17. 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.
18. 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.
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.

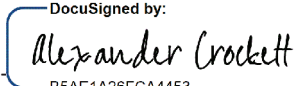
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure 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 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.

30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), 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

JUST CITIES, LLC

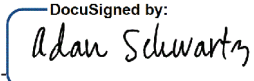
By:  _____
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Alexander Crockett
Interim Executive Officer/APCO

By:  _____
Margareta Lin
Managing Director

Date: _____ 5/4/2022

Date: _____ 4/25/2022

Approved as to form:
District Counsel

By:  _____ 5/4/2022
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Adam Schwartz
Acting District Counsel

Attachment A General Description of Services

Just Cities LLC (CONTRACTOR), a racial equity planning firm, supports government agencies to engage in planning efforts that empower and uplift communities that have been historically discriminated against by public and private actors and has designed, formed and/or implemented and operated community steering committees over planning processes. Examples of planning efforts and plans that CONTRACTOR's leaders have facilitated utilizing the principles and methods of transformative community planning include: the Oakland Sustainable Neighborhoods Initiative, the East Oakland Black Cultural Zone Collaborative, the Oakland Housing Equity Roadmap, the anti-displacement framework for the East Oakland Mobility Action Plan.

CONTRACTOR shall provide community engagement support and facilitation services to DISTRICT. DISTRICT regularly convenes meetings with community groups and public forums to inform the community about DISTRICT activities and to provide the public the opportunity to engage with DISTRICT staff, provide comments, ask questions and shape new policy, planning processes and decision-making. Community engagement activities at the DISTRICT range in level of engagement from focus groups and meetings with small groups of community members to larger public meetings, open houses, interactive workshops on specific topics of interest, and ongoing stakeholder workgroups and advisory bodies to the Board of Directors. Activities may be in-person, virtual, or hybrid throughout the Bay Area and may include a single event or a series of workshops or meetings and may include logistics to support accessibility and reduce barriers to participation by communities directly affected by a high burden of air pollution. Meetings may be during typical business hours (before 5pm) as well as in the evenings and, less often, on weekends. Upon request, CONTRACTOR shall provide written estimates or proposals to DISTRICT for community engagement and facilitation services.

CONTRACTOR will provide a range of services to the DISTRICT, including but not limited to:

1. Support the administration, logistics and co-facilitation of the East Oakland AB 617 Community Emissions Reduction Plan Community Steering Committee.
2. Training and capacity-building for DISTRICT staff and community to engage in the co-development of planning work that centers on racial equity goals and outcomes.
3. Support for community and stakeholder engagement in planning processes through various strategies, such as focus groups, community events, listening sessions, town halls and community workshops, to ensure the DISTRICT is focused on community priorities and racial equity goals and outcomes.
4. Provide culturally relevant information in appropriate languages (arrange for interpretation and translation of materials as needed);
5. Identify and share local stakeholder contacts with DISTRICT;
6. When relevant, design meeting flyers, promote meetings, workshops, events, and program progress. Advertise and send targeted invitations, track responses;
7. Identify and secure Americans with Disabilities Act (ADA) accessible community-friendly meeting facilities with low to zero facility rental costs with preference for venues that are transit accessible;

8. For virtual and hybrid meetings, host virtual platform, ensure accessibility needs meet the requirements of the DISTRICT and provide technical assistance to DISTRICT and public, as requested;
9. Identify and secure childcare as requested;
10. Procure and provide healthy refreshments with a preference for local vendors;
11. When relevant and appropriate, provide stipends/grants to participants (individuals/organizations);
12. Ensure the audiovisual needs and virtual participation tools are met as requested;
13. Work with DISTRICT and identified partners or community groups to consult on the design, convene, and run successful in-person, virtual, and hybrid meetings;
14. Provide post meeting recap summaries, recordings and transcripts, survey data as needed to DISTRICT staff and identified partners and community groups to document meeting outcomes;
15. Provide capacity-building training to DISTRICT staff in various tools and techniques to support engagement efforts as requested; and
16. Provide follow-up between meetings as needed.

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT
MASTER SERVICES CONTRACT
JUST CITIES, LLC.
CONTRACT NO. 2022.102
Task Order No. 1

Work Plan:

The California Air Resources Board (CARB) designated East Oakland in February 2022 to conduct a Community Emissions Reduction Plan (CERP) process. The community-based steering committee is responsible for developing a CERP to serve as a blueprint for improving air quality in East Oakland. Just Cities, LLC (CONTRACTOR) shall assist in the development of a 2022/2023 East Oakland CERP by providing administration, logistics and co-facilitation for the East Oakland Steering Committee process and capacity-building and training for DISTRICT staff and steering committee members and meeting participants.

In consultation with DISTRICT, CONTRACTOR shall perform the following tasks:

Task 1: Administer, Prepare for, and Host Steering Committee Meetings

- 1.1. CONTRACTOR will schedule meetings and manage any paperwork and/or documents pertaining to the project.
- 1.2. CONTRACTOR will advise and assist in the formation of the Steering Committee, as needed.
- 1.3. CONTRACTOR will facilitate meetings with Communities for Better Environment (CBE), DISTRICT, Co-Chairs and/or partner organizations to prepare for Steering Committee meetings.
- 1.4. CONTRACTOR will conduct meeting administration and preparation, develop agendas, and do note taking.
- 1.5. CONTRACTOR will draft and administer sign-in sheets and evaluations for the Steering Committee meetings.
- 1.6. CONTRACTOR will develop agendas, prepare for meetings, and follow-up on any issues and/or tasks for the Steering Committee meetings, as needed, and send out meeting agendas and materials to Steering Committee members.
- 1.7. CONTRACTOR will develop a process and administer Steering Committee member stipends that aims to reduce the barriers for Steering Committee members. Steering Committee members will be compensated at a rate of \$25/hr (for Steering Committee members' attendance and preparation) and for as needed transportation cost to/from meetings. Transportation reimbursement will be based on current Internal Revenue Service standard mileage rates or by Committee members providing receipts for other forms of transportation. (Current standard mileage rate is 58.5 cents/mile). CONTRACTOR will track stipends and follow-up with Steering Committee members to ensure the processing of payments.
- 1.8. CONTRACTOR will draft meeting notes for the Steering Committee meetings.
- 1.9. CONTRACTOR will host and co-facilitate Steering Committee meetings.
- 1.10. CONTRACTOR will develop group agreements with the guidance of the stakeholders, provide processes for conflict resolution and decision-making, draft the Charter, and administer community building strategies for the Steering Committee meetings.

- 1.11. CONTRACTOR will create Zoom links, record meetings and meet accessibility requirements, including but not limited to captioning and meeting transcripts for the Steering Committee meetings.
- 1.12. CONTRACTOR will coordinate with DISTRICT for DISTRICT’s provision of translation and interpretation services for Steering Committee and other related meetings.
- 1.13. CONTRACTOR will track work plan progress for the Steering Committee meetings.
- 1.14. CONTRACTOR will attend Sub-committee meetings, yet to be determined by the Steering Committee.

Deliverables:

- Scheduled meetings, zoom links, record of meetings that meet accessibility requirements including translation and interpretations
- Copy of host and co-facilitate meetings plan, copy of developed agendas and other materials for meetings, meeting notes, meeting sign-in sheets and evaluations, follow-up on any issues and/or tasks that arose from meetings, track work plan progress, and attend sub-committee meetings
- Monthly accounting records of Steering Committee stipends (can be included in monthly invoices)
- Steering Committee group agreements and Charter

Task 2: Capacity-building for Steering Committee and community member participants

2.1 CONTRACTOR will provide trainings for community members that support the content development of CERP, on topics such as effective collaboration between government agencies and community residents and organizations; restorative justice and conflict resolution; community building and group dynamics; and community agreements for healthy and functional Steering Committee operations.

Deliverables:

- Provide and administer up to four (4) trainings for Steering Committee and community members and, as needed, DISTRICT staff.

Task Order Timeline: The period of performance for this Task Order shall be from the date of Task Order execution through January 30, 2023.

Task Order Contact:

CONTRACTOR’s contact person under this Task Order shall be Margaretta Lin, Managing Director, Just Cities, LLC at margaretta@justcities.work, 510.409.8653. DISTRICT’s contact person under this Task Order shall be Anna Lee at alee@baaqmd.gov.

Task Order Cost:

DISTRICT shall pay CONTRACTOR according to the hourly rate table below for community engagement and facilitations support described in this Task Order. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month, up to

the not to exceed amount for each task as listed in the table below. Payments will be made within thirty (30) calendar days after DISTRICT’s receipt of CONTRACTOR’s invoice.

STAFF	TITLE	HOURLY RATE
Margaretta Lin	Principal/Managing Director	\$237
Charisma Acey	Project Director	\$237
TBA	Project Manager	\$184
TBA	Co-Trainers	\$500 per training stipend

Not to Exceed (NTE) Budget Overview

TASK	DESCRIPTION	BUDGET
1	Administer, Co-Lead, Host Steering Committee Meetings	\$49,500
Subtask 1.7	Stipends for Steering Committee (8 months)	\$25,000
2	Capacity-building for community members	\$20,500
Budget NTE:		\$95,000
Task Order Not to Exceed Amount		\$95,000

This budget is considered Not to Exceed (NTE). Depending on the DISTRICT staff’s involvement and needs, this budget may not be expended in full.

The parties agree that Contract No. 2022.102, all its terms, and this Task Order constitute a contract for services.

Total Task Order cost not to exceed: \$95,000.

IN WITNESS WHEREOF, the parties to this Task Order have caused this Task Order No. 1 to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

JUST CITIES, LLC

By: ^{DocuSigned by:}


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ALEXANDER CROCKETT
Interim Executive Officer/APCO

By: 
Margaretta Lin
Managing Director

Date: 5/4/2022

Date: 4/25/2022

Approved as to form:
District Counsel

By: ^{DocuSigned by:}

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ADAM SCHWARTZ
Acting District Counsel

5/4/2022

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.102

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, September 15, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Just Cities, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for services to provide community engagement and facilitation support to the DISTRICT (the “Contract”), which Contract was executed on behalf of CONTRACTOR on April 25, 2022, and on behalf of DISTRICT on May 4, 2022.
2. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract, and CONTRACTOR desires to provide those services.
3. The PARTIES seek to amend Task Order No. 1 executed under the Contract because DISTRICT seeks additional services from CONTRACTOR and CONTRACTOR desires to provide those additional services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$95,000” with “\$350,000.”
2. By this Contract Amendment, DISTRICT and CONTRACTOR replace Task Order No. 1 of the Contract with the attached “Task Order No. 1-A” and agree that all references in the Contract to Task Order No. 1 shall be deemed refer to Task Order No. 1-A.
3. 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

JUST CITIES, LLC

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Margaretta Lin
Managing Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

Task Order No. 1-A

Work Plan:

The California Air Resources Board (CARB) designated East Oakland in February 2022 to conduct a Community Emissions Reduction Plan (CERP) process. The community-based steering committee is responsible for developing a CERP to serve as a blueprint for improving air quality in East Oakland. Just Cities, LLC (CONTRACTOR) shall assist in the development of a 2022/2023 East Oakland CERP by providing administration, logistics and co-facilitation for the East Oakland Steering Committee process and capacity-building and training for DISTRICT staff and steering committee members and meeting participants.

In consultation with DISTRICT, CONTRACTOR shall perform the following tasks:

Task 1: Administer, Prepare for, and Host Steering Committee Meetings

- 1.1. CONTRACTOR will schedule meetings and manage any paperwork and/or documents pertaining to the project.
- 1.2. CONTRACTOR will advise and assist in the formation of the Steering Committee, as needed.
- 1.3. CONTRACTOR will facilitate meetings with Communities for Better Environment (CBE), DISTRICT, Co-Chairs and/or partner organizations to prepare for Steering Committee meetings.
- 1.4. CONTRACTOR will conduct meeting administration and preparation, develop agendas, and do note taking.
- 1.5. CONTRACTOR will draft and administer sign-in sheets and evaluations for the Steering Committee meetings.
- 1.6. CONTRACTOR will develop agendas, prepare for meetings, and follow-up on any issues and/or tasks for the Steering Committee meetings, as needed, and send out meeting agendas and materials to Steering Committee members.
- 1.7. CONTRACTOR will develop a process and administer Steering Committee member stipends that aims to reduce the barriers for Steering Committee members. Steering Committee members will be compensated at a rate of \$150 per meeting (an estimation based on \$75/hour for Steering Committee members' attendance) and for as needed transportation cost to/ from meetings. Transportation reimbursement will be based on current Internal Revenue Service standard mileage rates or by Committee members providing receipts for other forms of transportation. (Current standard mileage rate is 62.5 cents/mile). CONTRACTOR will track stipends and follow-up with Steering Committee members to ensure the processing of payments.
- 1.8. CONTRACTOR will draft meeting notes for the Steering Committee meetings.
- 1.9. CONTRACTOR will host and co-facilitate Steering Committee meetings.
- 1.10. CONTRACTOR will develop group agreements with the guidance of the stakeholders, provide processes for conflict resolution and decision-making, draft the Charter, and administer community building strategies for the Steering Committee meetings.

- 1.11. CONTRACTOR will create Zoom links, record meetings and meet accessibility requirements, including but not limited to captioning and meeting transcripts for the Steering Committee meetings.
- 1.12. CONTRACTOR will coordinate space rentals, childcare, translators, interpreters, live captions, and food with DISTRICT for Steering Committee and other related meetings (in-person or virtual as needed).
- 1.13. Upon DISTRICT request, CONTRACTOR will translate up to 5,000 words per Steering Committee meeting and obtain two (2) Spanish interpreters as needed (two same language interpreters needed for 2-hour meetings). CONTRACTOR's translation services shall include translation materials from English into Spanish, Chinese, and/or Farsi up to a total of 5,000 words.
- 1.14. CONTRACTOR will track work plan progress for the Steering Committee meetings.
- 1.15. CONTRACTOR will attend Sub-committee meetings, yet to be determined by the Steering Committee and as requested by DISTRICT.

Deliverables:

- Scheduled meetings, zoom links, record of meetings that meet accessibility requirements including translation and interpretations
- Copy of host and co-facilitate meetings plan, copy of developed agendas and other materials for meetings, meeting notes, meeting sign-in sheets and evaluations, follow-up on any issues and/or tasks that arose from meetings, track work plan progress, and attend sub-committee meetings
- Monthly accounting records of Steering Committee stipends (can be included in monthly invoices)
- Steering Committee group agreements and Charter
- As needed translation of written materials and interpretation at meetings

Task 2: Capacity-building for Steering Committee and community member participants

- 2.1 CONTRACTOR will provide trainings for community members that support the content development of CERP, on topics such as effective collaboration between government agencies and community residents and organizations; restorative justice and conflict resolution; community building and group dynamics; and community agreements for healthy and functional Steering Committee operations.

Deliverables:

- Provide and administer up to four (4) trainings for Steering Committee and community members and, as needed, DISTRICT staff.

Task 3: Administer Mini Grant for five community-based organizations

- 3.1 CONTRACTOR will work with DISTRICT to develop a mini-grant program for community-based organizations based in East Oakland to engage community members in the East Oakland CERP development process, such as collecting

community data for the social pinpoint mapping tool, public education, and outreach activities. CONTRACTOR will administer mini-grants for one (1) to four (4) community based organizations (up to \$15,000 per organization). CONTRACTOR will work with DISTRICT to develop an application process for the mini-grants, including a PowerPoint of the application process, the application, and coordinate a review process with East Oakland AB 617 Community Steering Committee members and DISTRICT. CONTRACTOR will develop a contract and work with DISTRICT to develop a reporting template. CONTRACTOR shall propose methods for resource allocation, identify streamlined documentation to provide accountability, verify consistency with best business practices that provide appropriate level of accountability of public funds and propose a payment schedule. CONTRACTOR will administer funds to the selected grantees and collect final reports. CONTRACTOR will determine in advance if the process requires Internal Revenue Service Form W-9 from organizations and individuals, reports, or other supporting documentation.

Deliverables:

- Monthly accounting records of Mini grants (can be included in monthly invoices)
- PowerPoint presentation on application process, application, application review process, and reporting tool.
- Final reports from grantees.

Task 4: Operate Participatory Action Research and Social Pinpoint Tool/Research

- 4.1 CONTRACTOR will assist DISTRICT in developing a web-based mapping tool to collect data from community members about sources of pollution and concern and community assets as a means to identify issues to address in the East Oakland CERP. CONTRACTOR will obtain a login/account and assist DISTRICT in creating and managing a new East Oakland Social Pinpoint platform, including creating instructions and a narrative, and develop icons/looks and user interface to assist in engagement.
- 4.2 CONTRACTOR will conduct analysis based on engagement and create a short report summarizing findings, as needed.
- 4.3 CONTRACTOR will conduct community training on Social Pinpoint for Steering Committee members, DISTRICT staff and community members.

Deliverables:

- Create the East Oakland Social Pinpoint platform
- Create instructions, narrative, and icons/looks and user interface to assist in facilitation engagement and a 1-2 page summary of results (as needed).
- Provide and administer two (2) trainings on Social Pinpoint for Steering Committee, community members and DISTRICT staff.

Task 5: Miscellaneous

As requested by DISTRICT, CONTRACTOR will provide additional resources or support to the East Oakland AB 617 CERP process that are not accounted for in other tasks or require additional funds. Following DISTRICT approval, unallocated funds from Task 5 may be used towards Task 1, Task 2 and Task 4.

- 5.1 CONTRACTOR shall bring in restorative justice, data consultants to support Steering Committee needs, as requested by DISTRICT.
- 5.2 CONTRACTOR shall provide additional community stipends or bring in translators or interpreters beyond what is budgeted in other Tasks as requested by DISTRICT.
- 5.3 CONTRACTOR shall provide Youth Committee Support that is not included in other Tasks as requested by DISTRICT.

Deliverables:

- Monthly accounting records (can be included in monthly invoices)
- Upon DISTRICT request, restorative justice, data consultants
- Upon DISTRICT request, community stipend administration and/or translation support.
- Upon DISTRICT request, to be determined additional Youth Committee Support.

Task Order Timeline: The period of performance for this Task Order shall be from the date of Task Order execution through September 30, 2023.

Task Order Contact:

CONTRACTOR’s contact person under this Task Order shall be Margaretta Lin, Managing Director, Just Cities, LLC at margaretta@justcities.work, 510.409.8653. DISTRICT’s contact person under this Task Order shall be Anna Lee at alee@baaqmd.gov.

Task Order Cost:

DISTRICT shall pay CONTRACTOR according to the hourly rate table below for community engagement and facilitations support described in this Task Order. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month, up to the not to exceed amount for each task as listed in the table below. Payments will be made within thirty (30) calendar days after DISTRICT’s receipt of CONTRACTOR’s invoice.

STAFF	TTITLE	HOURLY RATE
Margaretta Lin	Principal/Managing Director	\$237
Diana Benitez	Project Director	\$195

Charisma Acey	Research Director/Trainer	\$237
TBA	Project Manager	\$125
TBA	Co-Trainers	\$500 per training stipend

Not to Exceed (NTE) Budget Overview

TASK	DESCRIPTION	BUDGET
1	Administer, Co-Lead, Host Steering Committee Meetings (not including Subtask 1.7)	\$147,553.12
Subtask 1.7	Stipends for Steering Committee (12 months)	\$56,800.00
2	Capacity-building for community members	\$16,889.00
3	Mini-Grants for Community-Based Organizations	\$63,600.00
4	Participatory Action Research & Social Pinpoint	\$23,519.00
5	Miscellaneous (Training, Other Meetings, Translators, Youth Committee, Consultants)	\$1,638.00
Estimated Budget:		\$309,999.12
Task Order Not to Exceed Amount		\$310,000.00

This budget is considered Not to Exceed (NTE). Depending on the DISTRICT staff's involvement and needs, this budget may not be expended in full.

The parties agree that Contract No. 2022.102, all its terms, and this Task Order constitute a contract for services.

Total Task Order cost not to exceed: \$310,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorization to Participate in the At-Berth Regulation Remediation Fund Program

RECOMMENDED ACTION

1. Authorize the Bay Area Air Quality Management District (Air District) to serve as an Administrator for the At-Berth Regulation Remediation Program (Remediation Program) and to accept, obligate, and expend up to \$10 million annually in Remediation Program funds, beginning in fiscal year ending 2023;
2. Authorize the Air District Executive Officer/APCO to execute all necessary agreements with the California Air Resources Board (CARB) relating to the Air District's acceptance of Remediation Program funds;
3. Adopt a resolution authorizing the Air District to participate in the Remediation Program; and
4. Authorize the Executive Officer/APCO to enter into all agreements necessary to obligate and expend Remediation Program funds, and execute grant agreements and amendments for projects with individual grant award amounts up to \$500,000.

BACKGROUND

In August 2020, the California Air Resources Board (CARB) approved revisions to its Control Measure for Ocean-Going Vessels at Berth, California Code of Regulations Title 17, Section 93130 et seq. (At-Berth Regulation), to further reduce emissions from larger container, refrigerated cargo, and passenger cruise ships at the six largest California ports, including the ports of Oakland and San Francisco. This regulation includes the establishment of a remediation fund as an additional compliance option that may be used in specific limited circumstances (as set forth in section 93130.15 of the Regulation) by vessel operators, terminal operators, CARB Approved Emission Control Strategy (CAECS) operators, and/or ports that have already made efforts to comply with the 2020 Regulation but are unable to achieve emissions reductions. Specifically, the remediation fund option may be used when a regulated entity has made investments or taken steps to use a CAECS but is unable to reduce emissions during a visit to a regulated berth. The following circumstances may qualify for use of the remediation fund: equipment repairs, delays in connecting to a control strategy, construction-related activities at the terminal that prevent connection to a CAECS, or an unavoidable physical and/or operation constraint that was identified in a terminal plan that was submitted to and approved by CARB.

The new compliance requirements for the At- Berth Regulation go into effect beginning on January 1, 2023.

Projects funded through the Remediation Fund must achieve emission reductions consistent with CARB's most recent applicable incentive program guidelines for: Carl Moyer Program, Proposition 1B Program, or Community Air Protection Incentives Program; or similar programs for mobile and/or stationary sources of air pollution, and must directly benefit the communities that are impacted by excess emissions generated by the port or independent marine terminal, including affected communities that are also identified by CARB under the AB 617 Community Air Protection Program or disadvantaged communities as defined by the Secretary for Environmental Protection.

Because the fund is to be used as a contingency measure for any operations that are unable to fully comply with the 2020 At-Beth Regulation, it is unclear at this time how much funding will accrue into this fund. CARB's analysis shows that the Bay Area's projected allocation of accrued funds over a 10-year period may range between \$7.9 million (conservative estimate) and \$58 million (medium estimate).

The Bay Area Air Quality Management District (Air District) has more than 30 years of experience and has administered more than \$1.2 billion in revenue to implement incentive programs that achieve real, permanent, surplus, and quantifiable emission reductions from mobile and stationary sources, primarily from heavy-duty diesel vehicles and off-road equipment. In fiscal year ending (FYE) 2023, the Air District will be administering over \$150 million in new revenue, which includes funding from the California Air Resources Board, USEPA, Caltrans, and local DMV fees.

DISCUSSION

On September 29th, 2022, the Air District applied to CARB to be considered for the At-Berth Remediation Fund Administrator for individual ports and independent marine terminals in the Bay Area region. Up to 10% of the funds received may be used by the Air District to pay for administrative expenses related to the implementation of the Remediation Program. This program does not have a local match requirement.

If CARB approves the Air District as an administrator, the Air District would use existing staff and resources in the Strategic Incentives Division to administer these new monies by leveraging its other existing CARB-approved grant program solicitations to expedite the allocation of funding to eligible projects. If the funding that accrues in the Air District's share of Remediation Program funds reaches \$2 million, staff would return to the Board to request additional staffing to support continued work on this program.

Staff is also requesting a continuation of the Board's direction to grant the Executive Officer/APCO authorization to execute contracts and amendments for projects with individual grant awards up to \$500,000. Awards for projects seeking grant award amounts over \$500,000 will continue to be brought to the Mobile Source and Climate Impacts Committee and Board of Directors for consideration on at least a quarterly basis.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The revenue from the program has been estimated to range from \$7.9 million to \$58 million over 10 years beginning in FYE 2023. At least 90% of the funds received will be used to fund emission reduction projects, and up to 10% of the funds may be used by the Air District to pay for administrative expenses related to the implementation of the program. The program will fund eligible project costs and Air District administrative costs and does not require the Air District to provide any matching funds.

If approved as an administrator, the Air District would use existing staff and resources in the Strategic Incentives Division to administer these new monies by leveraging its other existing CARB-approved grant program solicitations to expedite the allocation of funding to eligible projects. If the funding that accrues in the Air District's share of Remediation Program funds reaches \$2 million, staff would return to the Board to request additional staffing to support continued work on this program.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alona Davis
Reviewed by: Karen Schkolnick

ATTACHMENTS:

1. Draft Resolution Authorizing Participation in Remediation Fund Program

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2022 -

Resolution Authorizing the District's Participation as the Bay Area Administrator of the At-Berth Regulation Remediation Fund Program

WHEREAS, the California Air Resources Board (CARB) approved revisions to its Control Measure for Ocean-Going Vessels at Berth, California Code of Regulations Title 17, Section 93130 et seq. (the "At-Berth Regulation") in August 2020 to further reduce emissions from larger container, refrigerated cargo, and passenger cruise ships at the six largest California ports, including the ports of Oakland and San Francisco;

WHEREAS, section 93130.15 of the At-Berth Regulation allows regulated operators and/or ports that have already made efforts to comply with the 2020 Regulation but are unable to achieve the required emissions reductions to pay into an At-Berth Regulation Remediation Fund, with the funds collected to go towards projects that reduce equivalent emissions in the same port communities that are impacted by the uncontrolled emissions.

WHEREAS, projects funded with these monies must achieve emission reductions consistent with CARB's most recent applicable incentive program guidelines for: Carl Moyer Program, Proposition 1B Program, or Community Air Protection Incentives Program; or similar programs for mobile and/or stationary sources of air pollution;

WHEREAS, the Bay Area Air Quality Management District (District) is an eligible entity to serve as an administrator of the At-Berth Regulation Remediation Fund and has extensive experience administering CARB approved incentive programs;

WHEREAS, on September 29th, 2022, the District submitted an application requesting to be the At-Berth Regulation Remediation Fund Administrator for the Bay Area region;

WHEREAS, if chosen by CARB as the Administrator of the At-Berth Regulation Remediation Fund for the Bay Area region, the District will use remediation funds provided by CARB for incentive activities that directly benefit communities impacted by emissions from ports or independent marine terminals and achieve emissions reductions consistent with CARB's most recent applicable incentive program guidelines;

WHEREAS, the District may use up to 10 percent of the funds it receives from CARB for its direct and reasonable expenses incurred to implement the incentive program;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby authorizes the District's participation in the At-Berth Regulation Remediation Fund Program in the role of Administrator of the Program for the Bay Area region;

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District grant agreements

with CARB necessary to accept funds from CARB for the At-Berth Regulation Remediation Fund Program;

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District individual grant agreements and amendments for At-Berth Regulation Remediation Fund Program projects with individual grant award amounts up to \$500,000.

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District all other necessary documents 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 _____, 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

John Bauters
Chairperson of the Board of Directors

ATTEST:

Teresa Barrett
Secretary of the Board of Directors

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorization to Execute Contract Amendment with MEB Consulting Group

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to amend and extend the terms of the contract with MEB Consulting Group in the amount of \$20,000 for an overall total contract in the amount of \$110,000.

BACKGROUND

On June 16, 2021, the Board of Directors requested Air District staff provide a recruitment plan to highlight the Human Resources (HR) Office's diversity recruitment efforts to fill newly created positions. At the October 20, 2021 Administration Committee meeting, Air District staff presented the recruitment plan and discussed the selection of MEB Consulting Group to evaluate the Air District's recruitment processes through an equity lens.

MEB Consulting Group previously presented their findings to the Administration Committee. The contract deliverables included MEB Consulting Group's review of the Air District performance review portal, a mitigating unconscious bias training program, a review of the language used in the Memorandum of Understanding, a review of the Air District's hiring process through an equity lens and providing assistance for the District in implementing the recommendations.

DISCUSSION

This contract amendment will expand MEB's work to continue to provide an equity review of HR's programs and provide recommendations for equity and inclusion in these District-wide programs. The task order also provides an employee engagement component to help District train staff to identify implicit bias and microaggressions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The costs associated with this contract are included in the Air District's Fiscal Year Ending 2023 Budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Terri Levels
Reviewed by: Rex Sanders

ATTACHMENTS:

- 1. Original Executed Contract No. 2021.133 - MEB Consulting Group
- 2. Executed Contract No. 2021.133 - Amendment 1 - MEB Consulting Group
- 3. Original Executed Contract No. 2022.058 - MEB Consulting Group
- 4. Draft Contract No. 2022.058 - Amendment 1 - MEB Consulting Group

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2021.133

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 **MEB Consulting Group** (“CONTRACTOR”) whose address is 4858 W. Pico Blvd, #316, Los Angeles, CA 90019.

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 October 30, 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. 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 \$30,000.
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 \$30,000. 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: Terri Levels

CONTRACTOR: MEB Consulting Group
 4858 W. Pico Blvd #316
 Los Angeles, CA 90019
 Attn: Dr. Maisha Beasley

- 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. 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

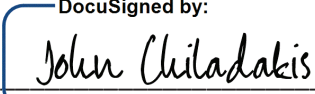
exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation 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

MEB CONSULTING GROUP


By: 
AF55F8DD0284497...
Jack P. Broadbent
Executive Officer/APCO

By: 
Dr. Maisha Beasley
Founder and CEO

Date: 8/18/2021

Date: 7/27/2021

Approved as to form:
District Counsel

By: 
150A910F987E4D3...
Brian C. Bunger
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

CONTRACTOR will provide services that lead to the creation and implementation of policies, procedures, programs, and resources that DISTRICT can incorporate into its daily operations to address issues of equity in the workplace. CONTRACTOR will provide the following strategic planning and program facilitation to DISTRICT via Zoom and through in person meetings as agreed upon by both PARTIES.

Task 1 – External Review

CONTRACTOR will provide strategies and recommendations to DISTRICT recruiting managers for best practices on hiring staff from an equitable lens. CONTRACTOR shall:

- Review all documents related to recruiting, reviewing, and hiring applicants;
- Provide recommendations for review and hiring process to DISTRICT’s HR Department; and
- Train DISTRICT hiring managers to identify implicit bias and microaggressions in their hiring practices.

Estimated hours and costs:

50 hours and \$15,000

Task 2 – Anti-racist Manager Training

CONTRACTOR will train DISTRICT managers on using and implementing anti-racist hiring and management practices. CONTRACTOR shall:

- Develop and administer a hiring manager training program for all DISTRICT personnel responsible for hiring and/or managing staff;
- Develop training materials and resource guides for DISTRICT managers; and
- Evaluate and provide feedback to DISTRICT for future managers.

Estimated hours and costs:

50 hours and \$15,000

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR a fixed cost of \$30,000 for the tasks outlined in Attachment A, Scope of Work, and DISTRICT will make payments to CONTRACTOR according to the payment schedule below. CONTRACTOR will submit invoices to DISTRICT for payment in accordance with Section 8, Payment.

Payment Schedule:

August 1, 2021	\$10,000
September 1, 2021	\$10,000
October 1, 2021	\$10,000
Total	\$30,000

Total cost of Contract not to exceed \$30,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.133

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 14, 2021.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **MEB Consulting Group** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for services to provide policies and procedure recommendations to improve recruiting, hiring, and management practices (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 18, 2021, and on behalf of DISTRICT on July 27, 2021.
2. The PARTIES mutually seek to extend the term to the Contract due to delays in starting the work prescribed in the Contract.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

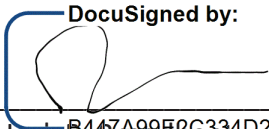
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2021.
2. 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

MEB CONSULTING GROUP


By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Dr. Maisha Beasley
Founder and CEO

Date: 10/18/2021

Date: 10/01/2021

Approved as to form:
District Counsel

By: 
Brian C. Burger
District Counsel
10/18/2021

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.058

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 **MEB Consulting Group** (“CONTRACTOR”) whose address is 4858 W. Pico Blvd, #316, Los Angeles, CA 90019.

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 May 31, 2022, 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 \$30,000.
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 \$30,000. 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: Terri Levels

CONTRACTOR: MEB Consulting Group
 4858 W. Pico Blvd #316
 Los Angeles, CA 90019
 Attn: Dr. Maisha Beasley

- 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. 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

MEB CONSULTING GROUP

By: 
Rex Sanders
Executive Officer/APCO

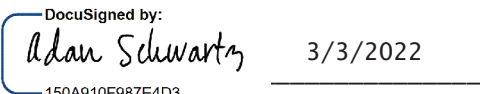


Dr. Maisha Beasley
Founder and CEO

Date: 3/3/2022

Date: 3/1/2022

Approved as to form:
District Counsel

By: 
Adan Schwartz 3/3/2022
Adan Schwartz
Acting District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

CONTRACTOR will provide services that lead to the creation and implementation of policies, procedures, programs, and resources that DISTRICT can incorporate into its daily operations to address issues of equity in the workplace. CONTRACTOR will provide the following strategic planning and program facilitation to DISTRICT via Zoom or other online platforms as agreed upon by both PARTIES.

Task 1 – External Review

CONTRACTOR will provide strategies and recommendations to DISTRICT recruiting managers for best practices on hiring staff from an equitable lens. CONTRACTOR shall:

- Review DISTRICT’s performance review portal, mitigating unconscious bias, and execution of the process for all DISTRICT employees;
- Review DISTRICT’s Memorandum of Understanding and make recommendations for updating language, processes, and other items related to equity; and
- Train hiring managers to identify implicit bias and microaggressions in their hiring practices.

Task 2 – 21 Day Challenge Development

CONTRACTOR will customize a 21 Day Challenge based on DISTRICT’s needs. The challenge will be an opportunity to provide information, resources, and lessons on issues around diversity, equity, and inclusion. CONTRACTOR shall:

- Administer and implement one (1) 21 Day Challenge around equity and inclusion for DISTRICT staff. CONTRACTOR will assign a content manager to engage discussion with up to thirty (30) DISTRICT staff for each challenge. CONTRACTOR will submit evaluations of programming and recommendations for resource implementation; and
- Provide a platform for staff to build community and dialogue around issues of equity and inclusion.

CONTRACTOR shall complete the services outlined in Task 1 and Task 2 by May 31, 2022.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR a fixed cost of \$30,000 for the tasks outlined in Attachment A, Scope of Work, and DISTRICT will make payments to CONTRACTOR according to the payment schedule below. CONTRACTOR will submit invoices thirty (30) days prior to Payment Schedule date. Invoicing and payment will be made in accordance with Section 8, Payment.

Payment Schedule:

April 15, 2022	\$30,000
Total	\$30,000

Total cost of Contract not to exceed \$30,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.058

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, September 16, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **MEB Consulting Group** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for strategic planning and program facilitation for implementation of policies, procedures, programs and resources (the “Contract”), which Contract was executed on behalf of CONTRACTOR on March 1, 2022, and on behalf of DISTRICT on March 3, 2022.
2. The PARTIES inadvertently failed to extend the termination date of the Contract, however, it was and is the intent of the PARTIES to continue the Contract beyond the May 31, 2022 termination date. CONTRACTOR has since continued to provide services to DISTRICT, and the PARTIES have maintained and continued their relationship, in accordance with all the terms and conditions of the Contract.
3. Accordingly, the PARTIES retroactively seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to continue and receive additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services up to the new term end date and cost.
4. 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 May 31, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$30,000” with “\$80,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$30,000” with “\$80,000.”

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 to 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 to 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

MEB CONSULTING GROUP

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Dr. Maisha Beasley
Founder and CEO

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A-1

SCOPE OF WORK

Overview

CONTRACTOR will provide services that lead to the creation and implementation of policies, procedures, programs, and resources that DISTRICT can incorporate into its daily operations to address issues of equity in the workplace. CONTRACTOR will provide the following strategic planning and program facilitation to DISTRICT via Zoom or other online platforms as agreed upon by both PARTIES.

Task 1 – External Review

CONTRACTOR will provide strategies and recommendations to DISTRICT recruiting managers for best practices on hiring staff from an equitable lens. CONTRACTOR shall:

- Review DISTRICT’s performance review portal, mitigating unconscious bias, and execution of the process for all DISTRICT employees;
- Review DISTRICT’s Memorandum of Understanding and make recommendations for updating language, processes, and other items related to equity; and
- Train hiring managers to identify implicit bias and microaggressions in their hiring practices.

Task 2 – 21 Day Challenge Development

CONTRACTOR will customize a 21 Day Challenge based on DISTRICT’s needs. The challenge will be an opportunity to provide information, resources, and lessons on issues around diversity, equity, and inclusion. CONTRACTOR shall:

- Administer and implement one (1) 21 Day Challenge around equity and inclusion for DISTRICT staff. CONTRACTOR will assign a content manager to engage discussion with up to thirty (30) DISTRICT staff for each challenge. CONTRACTOR will submit evaluations of programming and recommendations for resource implementation; and
- Provide a platform for staff to build community and dialogue around issues of equity and inclusion;
- Provide a content manager to engage in discussions with participants for each challenge; and
- Provide evaluations of programming and recommendations for resource implementation.

CONTRACTOR shall complete the services outlined in Task 1 and Task 2 by July 30, 2022.

Task 3 – Courageous Conversation Facilitators Training

CONTRACTOR will provide three (3) trainings hosted by CONTRACTOR’s consulting team. DISTRICT participants will explore how to disrupt negative social norms and be taught to use facilitation tools for use at the DISTRICT. CONTRACTOR shall:

- Create and curate three (3) facilitator training sessions for participating DISTRICT staff;
- Create training materials and resource guides for facilitators; and
- Evaluate and provide feedback to the DISTRICT.

Task 4 – Manager Equity Training

CONTRACTOR will train DISTRICT managers on using and implementing anti-racist hiring and

management practices. CONTRACTOR shall:

- Develop and administer a hiring manager training program for all DISTRICT personnel responsible for hiring and/or managing staff;
- Develop training materials and resource guides for DISTRICT managers; and
- Evaluate and provide feedback to DISTRICT for future managers.

Task 5 – Administrative Code Review

CONTRACTOR will review DISTRICT’s Administrative Code and will make recommendations on inclusive language, equitable processes and practices. CONTRACTOR shall:

- Identify opportunities where more inclusive language can be used; and
- Review and verify language aligns with recommendations made to the DISTRICT Memorandum of Understanding (MOU).

Task 6 – Professional Development Launch & Outreach Plan

CONTRACTOR will assist with the planning and implantation of a Marketing plan for all CONTRACTOR professional development opportunities. CONTRACTOR shall:

- Provide outreach and advertising support to DISTRICT for all CONTRACTOR related programs and services;
- Provide support that includes strategy, planning, and advertising items (i.e create email and social media content releases) to recruit and engage more participants); and
- Provide a virtual introduction and presentation overview of the 21 Day Challenge and other professional development.

CONTRACTOR shall complete the services outlined in Task 3 through Task 6 by May 31, 2023.

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay CONTRACTOR a fixed cost of \$80,000 for the tasks outlined in Attachment A, Scope of Work, and DISTRICT will make payments to CONTRACTOR according to the payment schedule below. CONTRACTOR will submit invoices thirty (30) days prior to Payment Schedule date. Invoicing and payment will be made in accordance with Section 8, Payment.

Payment Schedule:

April 15, 2022	\$30,000
June 30, 2022	\$30,000
May 31, 2023	\$20,000
Total	\$80,000

Total cost of Contract not to exceed \$80,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Report of the Legislative Committee Meeting of October 3, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Legislative Committee met on Monday, October 3, 2022, and approved the minutes of July 11, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361 (Rivas 2021). Members of the Committee participated by teleconference.

The Committee then received and discussed the staff presentation *State Legislative Budget Update*, capturing statewide funding amounts (since July 1, 2022) for the 2022-23 State Budget (versus those from the previous year.)

The Committee then received and discussed the staff presentation *Air District-Sponsored Bills*, summarizing bills that are being sponsored by the Air District. These bills included:

- **Assembly Bill 1897 (Wicks)** - Nonvehicular air pollution control: civil penalties: refineries. Status: On August 25, 2022, this bill was gut and amended to become an entirely different bill with a new author.
- **Assembly Bill 2214 (C. Garcia & Lee)** - California Environmental Quality Act: schoolsites: acquisition of property; school districts, charter schools, and private schools. Status: Placed on suspense file in Senate Appropriations and held under submission on August 11, 2022.
- **Assembly Bill 2721 (Lee)** - Bay Area Air Quality Management District: district board: compensation. Status: Signed by the Governor on September 23, 2022.
- **Assembly Bill 2836 (E. Garcia)** - Carl Moyer Memorial Air Quality Standards

Attainment Program: vehicle registration fees: California tire fee. Status: Signed by the Governor on September 16, 2022.

The Committee then received and discussed the staff presentation *State Legislative Update*, which provided the status of bills that the Air District was tracking during the 2022 Legislative Session and bills that were amended late in the Legislative Session as a Climate Package deal between the Governor, Assembly, and Senate. These bills included:

- **Assembly Bill 1749 (C. Garcia)** - Community emissions reduction programs: toxic air contaminants and criteria air pollutants.
- **Assembly Bill 2206 (Lee)** – Nonattainment basins: employee parking: parking cash-out program.
- **Assembly Bill 2232 (McCarty)** – School facilities: heating, ventilation, and air conditioning systems.
- **Assembly Bill 2449 (Rubio)** – Open meetings: local agencies: teleconferences.
- **Assembly Bill 2550 (Arambula)** – State Air Resources Board: San Joaquin Valley Air Pollution Control District: nonattainment.
- **Assembly Bill 2910 (Santiago)** – Nonvehicular air pollution: civil penalties.
- **Senate Bill 45 (Portantino)** – Short-lived climate pollutants: organic waste reduction goals: local jurisdiction assistance.
- **Senate Bill 1382 (Gonzalez)** – Air pollution: Clean Cars 4 All Program: Sales and Use Tax Law: zero emissions vehicle exemption.
- **Climate Package Deal:** The following bills were amended late in the Legislative Session as a Climate Package deal between the Governor, Assembly, and Senate: Assembly Bills 1279, 1757, 2133, and Senate Bills 905, 846, 1020, 1137.

Finally, the Committee received and discussed the staff presentation *Federal Legislative Update*, which summarized the Inflation Reduction Act of 2022 – H.R. 5376.

The next meeting of this Committee will be held on Monday, November 14, 2022, at 1:00 p.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the Chair’s Report of the Legislative Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Legislative Committee October 3, 2022 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Pauline Russo Cutter and Members
of the Legislative Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 3, 2022

Re: State Legislative Budget Update

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

- January 10, 2022 – Governor Newsom released his initial proposal for the fiscal year (FY) 2022-23 Budget.
- May 13, 2022 – Governor released the May Revision (May Revise) to the proposed 2022-23 Budget.
- June 13, 2022 – Budget bill Senate Bill (SB) 154 (Skinner) was passed by the Legislature and sent to the Governor.
- June 27, 2022 – SB 154 (Skinner) was approved by the Governor.
- June 30, 2022
 - Assembly Bill (AB) 178 (Ting) – Budget Bill Jr., which amends SB 154 – approved by the Governor.
 - AB 180 (Ting) – Budget Bill Jr., which amends the FY 2021-22 budget to make current year allocations – approved by the Governor.

Since the July 11, 2022, Legislative Committee (Committee) meeting the Legislature amended and passed AB 179 (Ting), another Budget Bill Jr. which makes changes to the adopted June budget and provides additional funding, and in some cases new language, for various items of interest, AB 209 (Committee on Budget), the Energy and Climate Change trailer bill, and AB 211 (Committee on Budget), the Public Resources trailer bill. AB 179 and AB 209 were approved by the Governor on September 6, 2022. AB 211 is currently on the Governor's desk. September 30, 2022, is the last day for the Governor to sign AB 211.

DISCUSSION

Staff will provide an update to the Committee on activities related to the budget.

Attached is a table of programs significant to the Air District, along with budget data from the previous year.

AB 179 (Ting) – Budget Act of 2022 (Budget Bill Jr.)

- \$2M General Fund for local air district prescribed fire grant program (like last year, it's identified in the budget bill as being for "enhanced permitting of prescribed burns").
- \$5M Greenhouse Gas Reduction Fund (GGRF) for Woodsmoke Reduction Program - Includes the following language: In awarding the funding, the board shall promote switching to lower carbon, clean heating powered by renewable energy by offering incentives only for electric heating and the cleanest wood-burning devices. The board may allocate a portion of the funding for stove testing designed to identify the cleanest wood-burning devices. The board shall offer higher incentives, up to the full cost of device and installation, to low-income households and households located in disadvantaged and low-income communities.
- \$130M additional General Fund for a suite of equity transportation programs established under the Charge Ahead California Initiative, including, but not limited to, the Clean Cars 4 All Program. (\$125M was in the June budget; this adds another \$130M, bringing the total General Fund appropriation to \$255M)
 - \$125M of this is to establish the Clean Cars 4 All Program statewide.
 - \$80M minimum shall be allocated among the following air districts that are currently operating their own Clean Cars 4 All programs: South Coast Air Quality Management District, San Joaquin Air Pollution Control District, Bay Area Air Quality Management District, Sacramento Metropolitan Air Quality Management District, and San Diego Air Pollution Control District.
 - \$10M shall be used to help low-income Californians replace degraded batteries.
 - CARB shall consider increased incentive levels to accommodate increased costs associated with adaptive equipment for eligible Californians with physical disabilities. The State Board shall phase out conventional hybrids from eligibility as a replacement vehicle under the Clean Cars for All program by November 2024, consistent with the adoption of that year's funding plan.
- \$50M GGRF for a suite of equity transportation programs established under the Charge Ahead California Initiative, including, but not limited to, the Clean Cars 4 All Program. (\$76M was in the June budget; this adds another \$50M, bringing the total to \$126M). CARB will determine how much of the \$50M goes to CC4A and it appears that if some or all of the funding goes to CC4A, CARB will also determine the split between CARB's statewide program and the districts.
- \$60M General Fund and GGRF for commercial harbor craft
- \$10M GGRF for Fluorinated Gasses Emission Reduction Incentive Program
- \$5M GGRF Woodsmoke Reduction Program
- \$5M GGRF for technical assistance grants to community-based organizations to support

community engagement informed by the AB 617 Consultation Group, Environmental Justice Advisory Committee, and other environmental justice stakeholders to distribute methane monitoring data. This methane data shall be made publicly accessible on an internet web-based portal, and all methane data and data practices shall remain public and open source.

- \$20M General Fund for accelerating the adoption of ultra-low-global-warming-potential refrigerants through the Equitable Building Decarbonization Program (program in AB 209, the Energy and Climate Change trailer bill).
- \$30M GGRF going to support CARB under stationary source. This is likely for mobile monitoring services.
- \$110M for grants and incentives to create and expand resilience centers.

Other CEC funding (Section 65)

- \$90M General Fund to provide climate innovation research and development grants to companies headquartered in California.
- \$45M General Fund to support carbon removal applied research and development grants, carbon removal prototype and pilot research centers, and carbon removal technology and demonstration grants.
- \$10M for financial incentives to reduce mobile and stationary sources of criteria air pollutants or toxic air contaminants consistent with community emissions reduction programs developed pursuant to Section 44391.2 of the Health and Safety Code. (This is in addition to the \$300M for AB 617 incentives, implementation, and community grants)
 - Up to \$10,000,000 may be used for the development of new community emissions reduction programs.

AB 209 (Committee on Budget) – Energy and Climate Change Trailer Bill

Creates and provides funding for new clean energy programs. Sections 11,12,13 (air districts have a consultative role in Sec. 13) and 30 are of particular interest.

Section 63 of AB 179 provides funding for the new clean energy programs.

- \$126M General Fund to provide incentives for long-duration storage projects.
- \$90M General Fund to provide incentives for the Hydrogen Program.
- \$90M General Fund to provide incentives for the Industrial Grid Support and Decarbonization Program.
- \$23.75M General Fund to provide incentives for the Food Production Investment Program.
- \$112M General Fund to provide incentives for the Equitable Building Decarbonization Program (there's another \$20M GGRF listed above)
- \$42.75M General Fund to provide incentives to support offshore wind infrastructure improvements.

AB 211 (Committee on Budget) – Public Resources Trailer Bill (Not signed as of September 21, 2022)

Hexavalent Chromium – Funding and CARB Rulemaking

Includes the following language:

- It is the intent of the Legislature, upon an appropriation in the Budget Act for the 2023–24 fiscal year for these purposes, to enact future legislation that would make ten million dollars (\$10,000,000) available to the State Air Resources Board to assist with the necessary transition away from the use of hexavalent chromium. It is the further intent of the Legislature to enact future legislation that would do all of the following:
 - (a) Make this funding available upon the board’s adoption of an air emission rule to fully eliminate hexavalent chromium at all decorative and functional chromium plating facilities and chromic acid anodizing facilities statewide.
 - (b) Make at least 50 percent of the funding potentially available to create a program, or utilize an existing program, to provide incentives for chromium plating services in California operated by small businesses, based on annual gross receipts, to convert to trivalent chromium plating and chromic acid anodizing processes and technologies, as defined by the board, for use in their chromium plating services, or an alternative that is at least equally health protective. Priority would be given to facilities that are located in close proximity to sensitive receptors.
 - (c) Allocate funds to further customer awareness and acceptance of trivalent chromium plated projects, to further technology through demonstration or other trivalent chromium plated projects, and to further technology through other suitable projects.
- States the intent of the Legislature that \$2.415B be allocated to ZEV investments, including \$1.25B in the 2023–24 fiscal year, \$781M in the 2024–25 fiscal year, and \$384M in the 2025–26 fiscal year should be appropriated in the budget acts for those respective fiscal years from fund sources to be determined based on future analyses concerning the availability of state and federal funds for these purposes. Allocations to be determined.
- States the intent of the Legislature that based on the fiscal analysis of funding availability, and subject to a determination by the Director of Finance that sufficient resources are available, makes \$500M available in the 2023–24 fiscal year and \$500M in the 2024–25 fiscal year to support various climate initiatives (to be determined).
- Includes requirement for CARB to phase out funding for plug-in hybrid electric vehicles in the Clean Vehicle Rebate Project no later than January 1, 2025.
- Makes CARB solely responsible for the development and implementation of the Medium- and Heavy-Duty Zero-Emission Vehicle Fleet Purchasing Assistance Program, rather than requiring CARB to designate the California Pollution Control Financing Authority as the agency responsible for administering the program.
- Creates the Community Resilience Center Program, to be administered by the Strategic Growth Council, in coordination with the Office of Planning and Research, to provide funding for the construction of new, or the retrofitting of existing, facilities that will serve as community resilience centers. Community resilience centers shall serve as community emergency response facilities and aid in building long-term resilience, preparedness, and

recovery operations for local communities. The purpose of the centers is to mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change, such as wildfire, poor air quality, power outages, or flooding, on local populations.

- Provides that, upon appropriation by the Legislature, the sum of fifty million dollars, \$50M shall be available in the 2023–24 fiscal year to the Office of Planning and Research for the Community Resilience and Heat Program (requires future action).

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Sharon L. Landers

ATTACHMENTS:

1. 2022-23 State Budget vs. Previous Year

Program	FY 21/22 Approved Budget	FY 22/23 Approved Budget and Trailer Bills (As of 9/20/2022)
AB 617 – Implementation	\$50M	\$50M
AB 617 – Incentives	\$260M	\$240M
AB 617 – Community Grants	\$10M	\$10M
AB 617 - Additional Incentives (CERP)		\$10M
Clean Vehicle Rebate	\$525M*	(see note below)
Clean Truck & Bus	\$315M	\$600M
Ag Diesel Engine Replacement	\$213M	\$150M
Clean Cars For All/ School Bus/Equity	\$150M	\$381M
Resilience Centers	\$25M	\$110M
Prescribed Fire	\$2M	\$2M
Carl Moyer Program	\$247M	\$130M
Zero-Emission Lawn and Garden	\$30M	\$0
Woodstove Replacement	\$5M	\$5M
Port and Freight Goods Movement Infrastructure		\$1.2B**
ZEV Drayage/Transit Bus/School Bus		\$280M
Long-Duration Energy Storage		\$140M
Residential Decarbonization		\$112M
Commercial Harbor craft		\$60M

* FY 21/22 was for 3-year budget

** Over the next 4 years

As of 9/20/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Pauline Russo Cutter and Members
of the Legislative Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 3, 2022

Re: Air District-Sponsored Bills

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

This year, the Air District is sponsoring the following three bills:

- Assembly Bill (AB) 1897 (Wicks) – Nonvehicular air pollution control: civil penalties: refineries.*
- AB 2214 (C. Garcia and Lee) – California Environmental Quality Act: schoolsites: acquisition of property: school districts, charter schools, and private schools.
- AB 2721 (Lee) – Bay Area Air Quality Management District: district board: compensation.

*This bill was gut and amended the week before the 2022 Legislative Session ended, as noted in the discussion section below.

The Air District is also co-sponsoring the following bills:

- AB 2836 (E. Garcia) – Carl Moyer Memorial Air Quality Standards Attainment Program: vehicle registration fees: California tire fee.

DISCUSSION

Staff will provide the Legislative Committee with a summary and status of the three Air District-sponsored bills and one co-sponsored bill.

AB 1897 (Boerner Horvath) Solid waste: reporting, packaging, and plastic food service ware. (~~Wicks) Nonvehicular air pollution control: civil penalties: refineries.~~

AB 1897 was introduced by Assemblymember Wicks and sponsored by the Air District. The bill made its way through the Assembly committee process and passed the Assembly Floor on May 26, 2022. In the Senate, AB 1897 was double-referred and made it out of the Committees on Environmental Quality and Judiciary favorably. AB 1897 was then referred to the Senate Appropriations Committee, where it was placed on the Suspense File, and passed with a vote of 5:2. Unfortunately, Senate Appropriations made several amendments to the bill that made it not worth moving forward with, including requiring hospitalization to trigger penalties, and limiting penalties for multiple events. Staff attempted to contact Senate Appropriations staff multiple times about the bill and reasoning behind the amendments, but did not receive a response. AB 1897 was then gut and amended to become an entirely different bill with a new author, as noted in the bill's title above.

Current Status: Dead

AB 2214 (C. Garcia and Lee) - California Environmental Quality Act: schoolsites: acquisition of property: school districts, charter schools, and private schools.

AB 2214 was introduced by Assembly Members Cristina Garcia and Alex Lee and sponsored by the Air District. The bill made its way through the Assembly committee process and passed the Assembly Floor on May 23, 2022. In the Senate, AB 2214 was double-referred and made it out of the Committees on Environmental Quality and Education favorably. AB 2214 was then referred to the Senate Appropriations Committee where it was placed on the Suspense File, and subsequently held under submission on August 11, 2022. This is similar to what happened with the 2021 version of the bill.

Current Status: Dead

AB 2721 (Lee) - Bay Area Air Quality Management District: district board: compensation.

AB 2721 was introduced by Assemblymember Lee and sponsored by the Air District. This bill made its way through the Assembly committee process and passed the Assembly Floor on April 18, 2022. In the Senate, AB 2721 was double-referred and made it out of the Committees on Environmental Quality and Governance and Finance favorably. AB 2721 passed the Senate Floor with a 37:0 vote on August 22, 2022, and was sent back to the Assembly where the Senate amendments were concurred in with a 73:0 vote the following day.

Current Status: Signed by the Governor on September 23, 2022.

AB 2836 (E. Garcia) - Carl Moyer Memorial Air Quality Standards Attainment Program: vehicle registration fees: California tire fee.

AB 2836 was introduced by Assemblymember Eduardo Garcia and co-sponsored by the Air District. This bill made its way through the Assembly committee process and passed the Assembly Floor on May 25, 2022. In the Senate, AB 2836 was double-referred and made it out of the Committees on Transportation and Environmental Quality favorably. AB 2836 was then referred to the Senate Appropriations Committee where it was placed on the Suspense File, and

passed with a vote of 7:0. AB 2836 passed the Senate Floor with a 39:0 vote on August 25, 2022.

Current Status: Signed by the Governor on September 16, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Sharon L. Landers

ATTACHMENTS:

1. AB 2721 (Lee) - Bill Text - As Enrolled on August 25, 2022
2. AB 2836 (E. Garcia) - Bill Text - As Enrolled on August 29, 2022

Assembly Bill No. 2721

Passed the Assembly August 23, 2022

Chief Clerk of the Assembly

Passed the Senate August 22, 2022

Secretary of the Senate

This bill was received by the Governor this _____ day
of _____, 2022, at _____ o'clock _____ M.

Private Secretary of the Governor

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

CHAPTER _____

An act to amend Section 40227 of the Health and Safety Code, relating to the Bay Area Air Quality Management District.

LEGISLATIVE COUNSEL'S DIGEST

AB 2721, Lee. Bay Area Air Quality Management District: district board: compensation.

Existing law establishes the Bay Area Air Quality Management District, which is vested with the authority to regulate air emissions located in the boundaries of the Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara and portions of the Counties of Solano and Sonoma. Existing law establishes a district board to govern the district and prescribes the membership of the district board. Existing law authorizes the district board to provide, by ordinance, compensation not to exceed \$100 per day for board members for attending meetings of the board or committees of the board or while on official business of the district and not to exceed \$6,000 per year. Existing law also requires board members to receive actual and necessary expenses incurred in the performance of their duties.

This bill would revise the amount of compensation that a member of the board may receive for attending a meeting of the board or attending a meeting while on official business of the district to an amount not to exceed \$100 per meeting and \$200 per day. The bill would also authorize a member of the board to receive compensation for active transportation travel to one of these meetings and would subject this compensation to the \$6,000 total annual compensation limit.

The people of the State of California do enact as follows:

SECTION 1. Section 40227 of the Health and Safety Code is amended to read:

40227. (a) Each member of the bay district board shall receive actual and necessary expenses incurred in the performance of board duties.

(b) Each member of the bay district board may receive compensation, to be determined by the bay district board subject to subdivision (c), for any of the following:

(1) Attending a meeting of the bay district board or a committee of the bay district board.

(2) Attending a meeting, upon authorization of the bay district board, while on official business of the bay district.

(3) Active transportation travel to a meeting described in paragraph (1) or (2).

(c) (1) The compensation provided for attending a meeting pursuant to paragraph (1) or (2) of subdivision (b) shall not exceed one hundred dollars (\$100) for each meeting and shall not exceed two hundred dollars (\$200) per day.

(2) The compensation provided for active transportation travel pursuant to paragraph (3) of subdivision (b) may be calculated on a per mile basis or at a fixed daily, weekly, monthly, or annual rate, and may consider benefits to using active transportation travel, including, but not limited to, reduced traffic, improved health outcomes, and reduced air pollution.

(3) The compensation provided pursuant to subdivision (b) shall not exceed six thousand dollars (\$6,000) in any one year.

(d) Compensation pursuant to this section shall be fixed by ordinance. Any change to this ordinance shall be adopted at an open regular meeting of the bay district board.

(e) For the purposes of this section, “active transportation travel” means walking, bicycling, and other forms of transportation that the bay district board has found reduce traffic, improve health outcomes, and reduce air pollution.

Approved _____, 2022

Governor

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

Assembly Bill No. 2836

Passed the Assembly May 25, 2022

Chief Clerk of the Assembly

Passed the Senate August 25, 2022

Secretary of the Senate

This bill was received by the Governor this _____ day
of _____, 2022, at _____ o'clock _____ M.

Private Secretary of the Governor

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

CHAPTER _____

An act to amend Sections 41081, 44225, 44229, 44275, 44280, 44281, 44282, 44283, and 44287 of, and to amend and repeal Section 40612 of, the Health and Safety Code, to amend Sections 42885 and 42889 of the Public Resources Code, and to amend Section 9250.2 of the Vehicle Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 2836, Eduardo Garcia. Carl Moyer Memorial Air Quality Standards Attainment Program: vehicle registration fees: California tire fee.

(1) Existing law establishes the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program), which is administered by the State Air Resources Board, to provide grants to offset the incremental cost of eligible projects that reduce emissions of air pollutants from sources in the state and for funding a fueling infrastructure demonstration program and technology development efforts. Existing law, beginning January 1, 2024, limits the Carl Moyer Program to funding projects that reduce emissions of oxides of nitrogen (NOx) from covered sources. Existing law, until January 1, 2024, defines covered source for purposes of the Carl Moyer Program to include any marine vessel and any other category necessary for the state and air districts to meet air quality goals.

This bill would extend the current authorization for the Carl Moyer Program to fund a broader range of projects that reduce emissions from covered sources until January 1, 2034.

(2) Existing law authorizes the Sacramento Metropolitan Air Quality Management District to adopt a surcharge on motor vehicle registration fees applicable to all motor vehicles registered in counties within the district. Existing law, until January 1, 2024, raises the limit on the amount of that surcharge from \$4 to \$6 and requires that \$2 of the surcharge be used to implement the Carl Moyer Program, among other programs. Existing law requires the Department of Motor Vehicles to collect that surcharge if requested by the district, and requires the department, after deducting its administrative costs, to distribute the revenues to the district.

Beginning January 1, 2024, existing law returns the surcharge limit to its previous amount of \$4.

This bill would extend the authorization to increase the surcharge to \$6 until January 1, 2034.

(3) Existing law authorizes an air pollution control or air quality management district, except the Sacramento district, to levy a surcharge on the registration fees for motor vehicles registered in the air district, as specified by the governing body of the air district. Existing law requires the Department of Motor Vehicles to collect that surcharge if requested by an air district, and requires the department, after deducting its administrative costs, to distribute the revenues to the air districts. Existing law, until January 1, 2024, raises the limit on the amount of that surcharge from \$4 to \$6 and requires that \$2 of the surcharge be used to implement the Carl Moyer Program, among other programs. Beginning January 1, 2024, existing law returns the surcharge limit to its previous amount of \$4. Existing law authorizes the San Joaquin Valley Unified Air Pollution Control District to increase the surcharge up to, but not exceeding, \$30 for incentive-based programs to achieve surplus emissions reductions, as specified, and authorizes an adopted increased surcharge to be charged in any fiscal years 2009–10 to 2023–24, inclusive.

This bill would extend the authorization to increase the surcharge to \$6 until January 1, 2034. The bill would also, until June 30, 2034, extend the authorization for the San Joaquin Valley Unified Air Pollution Control District to charge an adopted increased surcharge up to, but not exceeding, \$30, through fiscal year 2033–34.

(4) Existing law imposes, until January 1, 2024, a California tire fee of \$1.75 per tire on a person who purchases a new tire, with the revenues generated to be allocated for prescribed purposes related to disposal and use of used tires. Existing law requires that \$0.75 per tire on which the fee is imposed be deposited in the Air Pollution Control Fund with these moneys to be available upon appropriation by the Legislature for use by the state board and air districts for specified purposes. Existing law reduces the tire fee to \$0.75 per tire on and after January 1, 2024.

This bill would extend the collection of the tire fee at \$1.75 per tire until January 1, 2034, and would therefore impose a tax.

(5) This bill would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of $\frac{2}{3}$ of the membership of each house of the Legislature.

The people of the State of California do enact as follows:

SECTION 1. Section 40612 of the Health and Safety Code is amended to read:

40612. (a) In order to provide funding for air pollution control programs needed to achieve and maintain state and federal air quality, the district may do both of the following:

(1) Notwithstanding the limits on the amount of the motor vehicle fee specified in Sections 44223 and 44225, increase the fee established pursuant to these sections to up to, but not exceeding, thirty dollars (\$30) per motor vehicle per year for the purposes of establishing and implementing incentive-based programs to achieve surplus emissions reductions that the district determines are needed to remediate air pollution harms created by motor vehicles on which the fee is imposed and that are intended to achieve and maintain state and federal ambient air quality standards required by the federal Clean Air Act (42 U.S.C. Sec. 7401 et seq.). Except for the amount of the fee, any increase shall be subject to Chapter 7 (commencing with Section 44220) of Part 5, including, but not limited to, the adoption of a resolution providing for both the fee increase and a corresponding program for expenditure of the moneys raised by the increased fees for the reduction of mobile source emissions.

(2) Notwithstanding Section 40717.9, adopt rules and regulations to reduce vehicle trips in order to reduce air pollution from vehicular sources.

(b) Fees adopted pursuant to this section are in addition to any other fees imposed by the district, and may be charged in any of fiscal years 2009–10 to 2033–34, inclusive. Fees may be assessed after the 2012–13 fiscal year only if the United States Environmental Protection Agency approves the district's proposed reclassification of its nonattainment status for ozone from severe to extreme. The fees adopted pursuant to this section are for the district portion of the total amount needed to achieve and maintain

state and federal ambient air quality standards. At least ten million dollars (\$10,000,000) shall be used to mitigate the impacts of air pollution on public health and the environment in disproportionately impacted environmental justice communities in the San Joaquin Valley. The district board shall convene an environmental justice advisory committee, selected from a list given to the board by environmental justice groups from the San Joaquin Valley, to recommend the neighborhoods in the district that constitute environmental justice communities, and how to expend funds within these communities.

(c) (1) The fees adopted pursuant to this section shall become effective after the state board makes both of the following findings:

(A) The district has undertaken all feasible measures to reduce nonattainment air pollutants from sources within the district's jurisdiction and regulatory control.

(B) The district has notified the state board that fees have been adopted pursuant to this section and provided the state board with an estimate of the total funds that will be provided annually by each of those fees.

(2) The state board shall file a written copy of its findings made pursuant to this subdivision with the Secretary of State within two days of its determination.

(3) The fees adopted pursuant to this section shall be collected nine months after the requirements of paragraph (2) are met.

(d) This section shall remain in effect only until June 30, 2034, and as of that date is repealed.

SEC. 2. Section 41081 of the Health and Safety Code, as amended by Section 2 of Chapter 401 of the Statutes of 2013, is amended to read:

41081. (a) Subject to Article 3.7 (commencing with Section 53720) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code, or with the approval of the board of supervisors of each county included, in whole or in part, within the Sacramento district, the Sacramento district board may adopt a surcharge on the motor vehicle registration fees applicable to all motor vehicles registered in those counties within the Sacramento district whose boards of supervisors have adopted a resolution approving the surcharge. The surcharge shall be collected by the Department of Motor Vehicles and, after deducting the department's administrative costs, the remaining funds shall be transferred to

the Sacramento district. Before the adoption of any surcharge pursuant to this subdivision, the district board shall make a finding that any funds allocated to the district as a result of the adoption of a county transportation sales and use tax are insufficient to carry out the purposes of this chapter.

(b) The surcharge shall not exceed four dollars (\$4).

(c) After consulting with the Department of Motor Vehicles on the feasibility thereof, the Sacramento district board may provide, in the surcharge adopted pursuant to subdivision (a), to exempt from all or part of the surcharge any category of low-emission motor vehicle.

(d) Funds received by the Sacramento district pursuant to this section shall be used to implement the strategy with respect to the reduction in emissions from vehicular sources, including, but not limited to, a clean fuels program and motor vehicle use reduction measures. Not more than 5 percent of the funds collected pursuant to this section shall be used by the district for administrative expenses.

(e) This section shall become operative on January 1, 2034.

SEC. 3. Section 41081 of the Health and Safety Code, as amended by Section 1 of Chapter 610 of the Statutes of 2015, is amended to read:

41081. (a) Subject to Article 3.7 (commencing with Section 53720) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code, or with the approval of the board of supervisors of each county included, in whole or in part, within the Sacramento district, the Sacramento district board may adopt a surcharge on the motor vehicle registration fees applicable to all motor vehicles registered in those counties within the Sacramento district whose boards of supervisors have adopted a resolution approving the surcharge. The surcharge shall be collected by the Department of Motor Vehicles and, after deducting the department's administrative costs, the remaining funds shall be transferred to the Sacramento district. Before the adoption of any surcharge pursuant to this subdivision, the district board shall make a finding that any funds allocated to the district as a result of the adoption of a county transportation sales and use tax are insufficient to carry out the purposes of this chapter.

(b) The surcharge shall not exceed six dollars (\$6).

(c) After consulting with the Department of Motor Vehicles on the feasibility thereof, the Sacramento district board may provide, in the surcharge adopted pursuant to subdivision (a), to exempt from all or part of the surcharge any category of low-emission motor vehicle.

(d) Funds received by the Sacramento district pursuant to this section shall be used by that district as follows:

(1) The revenues resulting from the first four dollars (\$4) of each surcharge shall be used to implement reductions in emissions from vehicular sources, including, but not limited to, a clean fuels program and motor vehicle use reduction measures.

(2) The revenues resulting from the next two dollars (\$2) of each surcharge shall be used to implement the following programs that achieve emission reductions from vehicular sources and off-road engines, to the extent that the district determines the program remediates air pollution harms created by motor vehicles on which the surcharge is imposed:

(A) Projects eligible for grants under the Carl Moyer Memorial Air Quality Standards Attainment Program (Chapter 9 (commencing with Section 44275) of Part 5).

(B) The new purchase, retrofit, repower, or add-on of equipment for previously unregulated agricultural sources of air pollution, as defined in Section 39011.5, within the Sacramento district, for a minimum of three years from the date of adoption of an applicable rule or standard, or until the compliance date of that rule or standard, whichever is later, if the state board has determined that the rule or standard complies with Sections 40913, 40914, and 41503.1, after which period of time, a new purchase, retrofit, repower, or add-on of equipment shall not be funded pursuant to this chapter. The district shall follow any guidelines developed under subdivision (a) of Section 44287 for awarding grants under this program.

(C) The purchase of new schoolbuses or the repower or retrofit of emissions control equipment for existing schoolbuses pursuant to the Lower-Emission School Bus Program adopted by the state board.

(D) An accelerated vehicle retirement or repair program that is adopted by the state board pursuant to authority granted hereafter by the Legislature by statute.

(E) The replacement of onboard natural gas fuel tanks on schoolbuses that are 14 years or older or the enhancement of deteriorating natural gas fueling dispensers of fueling infrastructure, pursuant to the Lower-Emission School Bus Program adopted by the state board.

(F) The funding of alternative fuel and electric infrastructure projects solicited and selected through a competitive bid process.

(e) Not more than 6.25 percent of the funds collected pursuant to this section shall be used by the district for administrative expenses.

(f) A project funded by the program shall not be used for credit under any state or federal emissions averaging, banking, or trading program. An emission reduction generated by the program shall not be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity. Projects involving new engines that would otherwise generate marketable credits under state or federal averaging, banking, and trading programs shall include transfer of credits to the engine end user and retirement of those credits toward reducing air emissions in order to qualify for funding under the program. A purchase of a low-emission vehicle or of equipment pursuant to a corporate or a controlling board's policy, but not otherwise required by law, shall generate surplus emissions reductions and may be funded by the program.

(g) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 4. Section 44225 of the Health and Safety Code, as amended by Section 7 of Chapter 401 of the Statutes of 2013, is amended to read:

44225. (a) A district may increase the fee established under Section 44223 to up to four dollars (\$4). A district may increase the fee only if both of the following conditions are met:

(1) A resolution providing for both the fee increase and a corresponding program for expenditure of the increased fees for the reduction of air pollution from motor vehicles pursuant to, and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of, the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988) is adopted and approved by the governing board of the district.

(2) In districts with nonelected officials on their governing boards, the resolution shall be adopted and approved by both a majority of the governing board and a majority of the board members who are elected officials.

(b) An increase in fees established pursuant to this section shall become effective on either April 1 or October 1, as provided in the resolution adopted by the board pursuant to subdivision (a).

(c) This section shall become operative on January 1, 2034.

SEC. 5. Section 44225 of the Health and Safety Code, as amended by Section 3 of Chapter 610 of the Statutes of 2015, is amended to read:

44225. (a) A district may increase the fee established under Section 44223 to up to six dollars (\$6). A district may increase the fee only if both of the following conditions are met:

(1) A resolution providing for both the fee increase and a corresponding program for expenditure of the increased fees for the reduction of air pollution from motor vehicles pursuant to, and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of, the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988), or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicles, is adopted and approved by the governing board of the district.

(2) In districts with nonelected officials on their governing boards, the resolution shall be adopted and approved by both a majority of the governing board and a majority of the board members who are elected officials.

(b) An increase in fees established pursuant to this section shall become effective on either April 1 or October 1, as provided in the resolution adopted by the board pursuant to subdivision (a).

(c) This section shall remain in effect only until January 1 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 6. Section 44229 of the Health and Safety Code, as amended by Section 9 of Chapter 401 of the Statutes of 2013, is amended to read:

44229. (a) After deducting all administrative costs it incurs through collection of fees pursuant to Section 44227, the Department of Motor Vehicles shall distribute the revenues to

districts, which shall use the fees to reduce air pollution from motor vehicles and to carry out related planning, monitoring, enforcement, and technical studies necessary for implementation of the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988). Fees collected by the Department of Motor Vehicles pursuant to this chapter shall be distributed to districts based upon the amount of fees collected from motor vehicles registered within each district.

(b) The Department of Motor Vehicles may annually expend not more than the following percentages of the fees collected pursuant to Section 44227 on administrative costs:

(1) During the first year after the operative date of this chapter, not more than 5 percent of the fees collected may be used for administrative costs.

(2) During the second year after the operative date of this chapter, not more than 3 percent of the fees collected may be used for administrative costs.

(3) During any year subsequent to the second year after the operative date of this chapter, not more than 1 percent of the fees collected may be used for administrative costs.

(c) This section shall become operative on January 1, 2034.

SEC. 7. Section 44229 of the Health and Safety Code, as amended by Section 4 of Chapter 610 of the Statutes of 2015, is amended to read:

44229. (a) After deducting all administrative costs it incurs through collection of fees pursuant to Section 44227, the Department of Motor Vehicles shall distribute the revenues to districts, which shall use the revenues resulting from the first four dollars (\$4) of each fee imposed to reduce air pollution from motor vehicles and to carry out related planning, monitoring, enforcement, and technical studies necessary for implementation of the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988). Fees collected by the Department of Motor Vehicles pursuant to this chapter shall be distributed to districts based upon the amount of fees collected from motor vehicles registered within each district.

(b) Notwithstanding Sections 44241 and 44243, a district shall use the revenues resulting from the next two dollars (\$2) of each fee imposed pursuant to Section 44227 to implement the following programs that the district determines remediate air pollution harms created by motor vehicles on which the surcharge is imposed:

(1) Projects eligible for grants under the Carl Moyer Memorial Air Quality Standards Attainment Program (Chapter 9 (commencing with Section 44275) of Part 5).

(2) The new purchase, retrofit, repower, or add-on equipment for previously unregulated agricultural sources of air pollution, as defined in Section 39011.5, for a minimum of three years from the date of adoption of an applicable rule or standard, or until the compliance date of that rule or standard, whichever is later, if the state board has determined that the rule or standard complies with Sections 40913, 40914, and 41503.1, after which period of time, a new purchase, retrofit, repower, or add-on of equipment shall not be funded pursuant to this chapter. The districts shall follow any guidelines developed under subdivision (a) of Section 44287 for awarding grants under this program.

(3) The purchase of new schoolbuses or the repower or retrofit of emissions control equipment for existing schoolbuses pursuant to the Lower-Emission School Bus Program adopted by the state board.

(4) An accelerated vehicle retirement or repair program that is adopted by the state board pursuant to authority granted hereafter by the Legislature by statute.

(5) The replacement of onboard natural gas fuel tanks on schoolbuses that are 14 years or older or the enhancement of deteriorating natural gas fueling dispensers or fueling infrastructure, pursuant to the Lower-Emission School Bus Program adopted by the state board.

(6) The funding of alternative fuel and electric infrastructure projects solicited and selected through a competitive bid process.

(c) The Department of Motor Vehicles may annually expend not more than 1 percent of the fees collected pursuant to Section 44227 on administrative costs.

(d) A project funded by the program shall not be used for credit under any state or federal emissions averaging, banking, or trading program. An emission reduction generated by the program shall not be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity. Projects involving new engines that would otherwise generate marketable credits under state or federal averaging, banking, and trading programs shall include transfer of credits to the engine end user and retirement of those credits toward reducing air emissions in

order to qualify for funding under the program. A purchase of a low-emission vehicle or of equipment pursuant to a corporate or a controlling board's policy, but not otherwise required by law, shall generate surplus emissions reductions and may be funded by the program.

(e) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 8. Section 44275 of the Health and Safety Code, as amended by Section 1 of Chapter 634 of the Statutes of 2017, is amended to read:

44275. (a) As used in this chapter, the following terms have the following meanings:

- (1) [Reserved]
- (2) "Btu" means British thermal unit.
- (3) "Commission" means the State Energy Resources Conservation and Development Commission.
- (4) "Cost-effectiveness" means dollars provided to a project pursuant to subdivision (d) of Section 44283 for each ton of covered emission reduction attributed to a project or to the program as a whole. In calculating cost-effectiveness, one-time grants of funds made at the beginning of a project shall be annualized using a time value of public funds or discount rate determined for each project by the state board, taking into account the interest rate on bonds, interest earned by state funds, and other factors as determined appropriate by the state board. Cost-effectiveness shall be calculated by dividing annualized costs by average annual emissions reduction. The state board, in consultation with the districts and concerned members of the public, shall establish appropriate cost-effective limits for oxides of nitrogen, particulate matter, and reactive organic gases and a reasonable system for comparing the cost-effectiveness of proposed projects as described in subdivision (a) of Section 44283.
- (5) "Covered emissions" include emissions of oxides of nitrogen, particulate matter, and reactive organic gases from any covered source.
- (6) "Covered engine" includes any internal combustion engine or electric motor and drive powering a covered source.
- (7) "Covered source" includes onroad vehicles, off-road nonrecreational equipment and vehicles, locomotives, marine

vessels, agricultural sources of air pollution, as defined in Section 39011.5, stationary irrigation or water conveyance engines, and, as determined by the state board, other categories necessary for the state and districts to meet air quality goals.

(8) “Covered vehicle” includes any vehicle or piece of equipment powered by a covered engine.

(9) “District” means a county air pollution control district or an air quality management district.

(10) “Fund” means the Air Pollution Control Fund established pursuant to Section 43015.

(11) “Incremental cost” means the cost of the project less a baseline cost that would otherwise be incurred by the applicant in the normal course of business. Incremental costs may include added lease, energy, or fuel costs pursuant to Section 44283 as well as incremental capital costs.

(12) “Liquidated” means that all moneys for a specified fiscal year have been spent by a district to reimburse grantees for valid and eligible project invoices and district administrative costs. Payments withheld from the grantee by a district until all contractual reporting requirements are met may be excluded from these amounts for purposes of liquidation.

(13) “Mobile Source Air Pollution Reduction Review Committee” means the Mobile Source Air Pollution Reduction Review Committee created by Section 44244.

(14) “New very low emission vehicle” means a heavy-duty vehicle that qualifies as a very low emission vehicle when it is a new vehicle, where new vehicle has the same meaning as defined in Section 430 of the Vehicle Code, or that is modified with the approval and warranty of the original equipment manufacturer to qualify as a very low emission vehicle within 12 months of delivery to an owner for private or commercial use.

(15) “NO_x” means oxides of nitrogen.

(16) “Program” means the Carl Moyer Memorial Air Quality Standards Attainment Program created by subdivision (a) of Section 44280.

(17) “Recaptured” means those moneys that are returned to a district or the state board by a grantee because that grantee did not meet contractual obligations.

(18) “Repower” means replacing an engine with a different engine. The term repower, as used in this chapter, generally refers

to replacing an older, uncontrolled engine with a new, emissions-certified engine, although replacing an older emissions-certified engine with a newer engine certified to lower emissions standards may be eligible for funding under this program.

(19) “Retrofit” means making modifications to the engine and fuel system so that the retrofitted engine does not have the same specifications as the original engine.

(20) “Returned” means those moneys sent by a district to the state board for reallocation because those moneys are not liquidated by a liquidation deadline.

(21) “Schoolbus project” means the purchase of new schoolbuses or the repower or retrofit of emissions control equipment for existing schoolbuses.

(22) “Very low emission vehicle” means a heavy-duty vehicle with emissions significantly lower than otherwise applicable baseline emission standards or uncontrolled emission levels pursuant to Section 44282.

(b) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 9. Section 44275 of the Health and Safety Code, as amended by Section 2 of Chapter 634 of the Statutes of 2017, is amended to read:

44275. (a) As used in this chapter, the following terms have the following meanings:

(1) [Reserved]

(2) “Btu” means British thermal unit.

(3) “Commission” means the State Energy Resources Conservation and Development Commission.

(4) “Cost-effectiveness” means dollars provided to a project pursuant to subdivision (d) of Section 44283 for each ton of NO_x reduction attributed to a project or to the program as a whole. In calculating cost-effectiveness, one-time grants of funds made at the beginning of a project shall be annualized using a time value of public funds or discount rate determined for each project by the state board, taking into account the interest rate on bonds, interest earned by state funds, and other factors as determined appropriate by the state board. Cost-effectiveness shall be calculated by dividing annualized costs by average annual emissions reduction of NO_x in this state.

(5) “Covered engine” includes any internal combustion engine or electric motor and drive powering a covered source.

(6) “Covered source” includes onroad vehicles of 14,000 pounds gross vehicle weight rating (GVWR) or greater, off-road nonrecreational equipment and vehicles, locomotives, diesel marine vessels, stationary agricultural engines, stationary irrigation or water conveyance engines, and, as determined by the state board, other high-emitting diesel engine categories.

(7) “Covered vehicle” includes any vehicle or piece of equipment powered by a covered engine.

(8) “District” means a county air pollution control district or an air quality management district.

(9) “Fund” means the Air Pollution Control Fund established pursuant to Section 43015.

(10) “Incremental cost” means the cost of the project less a baseline cost that would otherwise be incurred by the applicant in the normal course of business. Incremental costs may include added lease or fuel costs pursuant to Section 44283 as well as incremental capital costs.

(11) “Liquidated” means that all moneys for a specified fiscal year have been spent by a district to reimburse grantees for valid and eligible project invoices and district administrative costs. Payments withheld from the grantee by a district until all contractual reporting requirements are met may be excluded from these amounts for purposes of liquidation.

(12) “Mobile Source Air Pollution Reduction Review Committee” means the Mobile Source Air Pollution Reduction Review Committee created by Section 44244.

(13) “New very low emission vehicle” means a vehicle that qualifies as a very low emission vehicle when it is a new vehicle, where new vehicle has the same meaning as defined in Section 430 of the Vehicle Code, or that is modified with the approval and warranty of the original equipment manufacturer to qualify as a very low emission vehicle within 12 months of delivery to an owner for private or commercial use.

(14) “NO_x” means oxides of nitrogen.

(15) “Program” means the Carl Moyer Memorial Air Quality Standards Attainment Program created by subdivision (a) of Section 44280.

(16) “Recaptured” means those moneys that are returned to a district or the state board by a grantee because that grantee did not meet contractual obligations.

(17) “Repower” means replacing an engine with a different engine. The term repower, as used in this chapter, generally refers to replacing an older, uncontrolled engine with a new, emissions-certified engine, although replacing an older emissions-certified engine with a newer engine certified to lower emissions standards may be eligible for funding under this program.

(18) “Retrofit” means making modifications to the engine and fuel system such that the retrofitted engine does not have the same specifications as the original engine.

(19) “Returned” means those moneys sent by a district to the state board for reallocation because those moneys are not liquidated by a liquidation deadline.

(20) “Schoolbus project” means the purchase of new schoolbuses or the repower or retrofit of emissions control equipment for existing schoolbuses.

(21) “Very low emission vehicle” means a vehicle with emissions significantly lower than otherwise applicable baseline emission standards or uncontrolled emission levels pursuant to Section 44282.

(b) This section shall become operative on January 1, 2034.

SEC. 10. Section 44280 of the Health and Safety Code, as amended by Section 17 of Chapter 401 of the Statutes of 2013, is amended to read:

44280. (a) There is hereby created the Carl Moyer Memorial Air Quality Standards Attainment Program. The program shall be administered by the state board in accordance with this chapter. The administration of the program may be delegated to the districts.

(b) The program shall provide grants to offset the incremental cost of projects that reduce covered emissions from covered sources in the state. Eligibility for grant awards shall be determined by the state board, in consultation with the districts, in accordance with this chapter.

(c) The program shall also provide funding for a fueling infrastructure demonstration program and for technology development efforts that are expected to result in commercially available technologies in the near-term that would improve the ability of the program to achieve its goals. The infrastructure

demonstration and technology development portions of the program shall be managed by the commission, in consultation with the state board.

(d) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 11. Section 44280 of the Health and Safety Code, as amended by Section 18 of Chapter 401 of the Statutes of 2013, is amended to read:

44280. (a) There is hereby created the Carl Moyer Memorial Air Quality Standards Attainment Program. The program shall be administered by the state board in accordance with this chapter. The administration of the program may be delegated to the districts.

(b) The program shall provide grants to offset the incremental cost of projects that reduce emissions of NO_x from covered sources in the state. Eligibility for grant awards shall be determined by the state board, in consultation with the districts, in accordance with this chapter.

(c) The program shall also provide funding for a fueling infrastructure demonstration program and for technology development efforts that are expected to result in commercially available technologies in the near-term that would improve the ability of the program to achieve its goals. The infrastructure demonstration and technology development portions of the program shall be managed by the commission, in consultation with the state board.

(d) This section shall become operative on January 1, 2034.

SEC. 12. Section 44281 of the Health and Safety Code, as amended by Section 20 of Chapter 401 of the Statutes of 2013, is amended to read:

44281. (a) Eligible projects are any of the following:

(1) Purchase of new very low or zero-emission covered vehicles or covered engines.

(2) Emission-reducing retrofit of covered engines, or replacement of old engines powering covered sources with newer engines certified to more stringent emissions standards than the engine being replaced, or with electric motors or drives.

(3) Purchase and use of emission-reducing add-on equipment for covered vehicles.

(4) Development and demonstration of practical, low-emission retrofit technologies, repower options, and advanced technologies for covered engines and vehicles with very low emissions of NO_x.

(b) No new purchase, retrofit, repower, or add-on equipment shall be funded under this chapter if it is required by any local, state, or federal statute, rule, regulation, memoranda of agreement or understanding, or other legally binding document, except that an otherwise qualified project may be funded even if the state implementation plan assumes that the change in equipment, vehicles, or operations will occur, if the change is not required by a statute, regulation, or other legally binding document in effect as of the date the grant is awarded. No project funded by the program shall be used for credit under any state or federal emissions averaging, banking, or trading program. No emission reduction generated by the program shall be used as marketable emission reduction credits or to offset any emission reduction obligation of any entity. Projects involving new engines that would otherwise generate marketable credits under state or federal averaging, banking, and trading programs shall include transfer of credits to the engine end user and retirement of those credits toward reducing air emissions in order to qualify for funding under the program. A purchase of a low-emission vehicle or of equipment pursuant to a corporate or a controlling board's policy, but not otherwise required by law, shall generate surplus emissions reductions and may be funded by the program.

(c) The program may also provide funding toward installation of fueling or electrification infrastructure as provided in Section 44284.

(d) Eligible applicants may be any individual, company, or public agency that owns one or more covered vehicles that operate primarily in the state or otherwise contribute substantially to the NO_x emissions inventory in the state.

(e) It is the intent of the Legislature that all emission reductions generated by this chapter shall contribute to public health by reducing, for the life of the vehicle being funded, the total amount of emissions in the state.

(f) This section shall become operative on January 1, 2034.

SEC. 13. Section 44281 of the Health and Safety Code, as amended by Section 8 of Chapter 610 of the Statutes of 2015, is amended to read:

44281. (a) Eligible projects include, but are not limited to, any of the following:

(1) Purchase of new very low or zero-emission covered vehicles or covered heavy-duty engines.

(2) Emission-reducing retrofit of covered engines, or replacement of old engines powering covered sources with newer engines certified to more stringent emissions standards than the engine being replaced, or with electric motors or drives.

(3) Purchase and use of emission-reducing add-on equipment that has been verified by the state board for covered vehicles.

(4) Development and demonstration of practical, low-emission retrofit technologies, repower options, and advanced technologies for covered engines and vehicles with very low emissions of NO_x .

(5) Light- and medium-duty vehicle projects in compliance with guidelines adopted by the state board pursuant to Title 13 of the California Code of Regulations.

(b) No project shall be funded under this chapter after the compliance date required by any local, state, or federal statute, rule, regulation, memoranda of agreement or understanding, or other legally binding document, except that an otherwise qualified project may be funded even if the state implementation plan assumes that the change in equipment, vehicles, or operations will occur, if the change is not required by the compliance date of a statute, regulation, or other legally binding document in effect as of the date the grant is awarded. No project funded by the program shall be used for credit under any state or federal emissions averaging, banking, or trading program. No covered emission reduction generated by the program shall be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity. Projects involving new engines that would otherwise generate marketable credits under state or federal averaging, banking, and trading programs shall include transfer of credits to the engine end user and retirement of those credits toward reducing air emissions in order to qualify for funding under the program. A purchase of a low-emission vehicle or of equipment pursuant to a corporate or a controlling board's policy, but not otherwise required by law, shall generate surplus emissions reductions and may be funded by the program.

(c) The program may also provide funding toward the installation of fueling or energy infrastructure to fuel or power covered sources.

(d) Eligible applicants may be any individual, company, or public agency that owns one or more covered vehicles that operate primarily in the state or otherwise contribute substantially to the NO_x, particulate matter (PM), or reactive organic gas (ROG) emissions inventory in the state.

(e) It is the intent of the Legislature that all emission reductions generated by this chapter shall contribute to public health by reducing, for the life of the vehicle being funded, the total amount of emissions in the state.

(f) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 14. Section 44282 of the Health and Safety Code, as amended by Section 8 of Chapter 748 of the Statutes of 2021, is amended to read:

44282. The following criteria apply to all projects to be funded through the program except for projects funded through the infrastructure demonstration program and infrastructure projects, pursuant to subdivision (c) of Section 44281 and Section 44284:

(a) The state board may establish project criteria, including minimum project life for source categories, in the guidelines described in Section 44287. For previously unregulated source categories, project criteria shall consider the timing of newly established regulatory requirements.

(b) To be eligible, projects shall meet the cost-effectiveness per ton of covered emissions reduced requirements of Section 44283.

(c) To be eligible, retrofits, repowers, and installation of add-on equipment for covered vehicles shall be performed, or new covered vehicles delivered to the end user, or covered vehicles scrapped on or after the date the program is implemented.

(d) Retrofit technologies, new engines, and new vehicles shall be certified for sale or under experimental permit for operation in the state.

(e) Repower projects that replace older, uncontrolled engines with new, emissions-certified engines or that replace emissions-certified engines with new engines certified to a more stringent NO_x emissions standard are approvable subject to the

other applicable selection criteria. The state board shall determine appropriate baseline emission levels for the uncontrolled engines being replaced.

(f) For heavy-duty-vehicle projects, retrofit and add-on equipment projects shall document a NO_x or PM emission reduction of at least 25 percent and no increase in other covered emissions compared to the applicable baseline emissions accepted by the state board for that engine year and application. The state board shall determine appropriate baseline emission levels. Acceptable documentation shall be defined by the state board. After study of available emission reduction technologies and after public notice and comment, the state board may revise the minimum percentage emission reduction criterion for retrofits and add-on equipment provided for in this section to improve the ability of the program to achieve its goals.

(g) (1) For heavy-duty-vehicle projects involving the purchase of new very low or zero-emission vehicles, engines shall be certified to an optional low NO_x emissions standard established by the state board, except as provided for in paragraph (2).

(2) For heavy-duty-vehicle projects involving the purchase of new very low or zero-emission covered vehicles for which no optional low NO_x emission standards are available, documentation shall be provided showing that the low or zero-emission engine emits not more than 70 percent of the NO_x or NO_x plus hydrocarbon emissions of a new engine certified to the applicable baseline NO_x or NO_x plus hydrocarbon emission standard for that engine and meets applicable particulate standards. The state board shall specify the documentation required. If no baseline emission standard exists for new vehicles in a particular category, the state board shall determine an appropriate baseline emission level for comparison.

(h) For projects other than heavy-duty-vehicle projects, the state board shall determine appropriate criteria under the provisions of Section 44287.

(i) Projects using grants, loans, vouchers, or other incentives pursuant to this chapter shall condition eligibility on the requirements of Chapter 3.6 (commencing with Section 39680) of Part 2, as applicable.

(j) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 15. Section 44282 of the Health and Safety Code, as amended by Section 9 of Chapter 748 of the Statutes of 2021, is amended to read:

44282. The following criteria apply to all projects to be funded through the program except for projects funded through the infrastructure demonstration program:

(a) Except for projects involving marine vessels, 75 percent or more of vehicle miles traveled or hours of operation shall be projected to be in the state for at least five years following the grant award. Projects involving marine vessels and engines shall be limited to those that spend enough time operating in air basins in the state over the lifetime of the project to meet the cost-effectiveness criteria based on NO_x reductions in the state, as provided in Section 44283.

(b) To be eligible, projects shall meet cost-effectiveness per ton of NO_x reduced requirements of Section 44283.

(c) To be eligible, retrofits, repowers, and installation of add-on equipment for covered vehicles shall be performed, or new covered vehicles delivered to the end user, on or after the date the program is implemented.

(d) Retrofit technologies, new engines, and new vehicles shall be certified for sale or under experimental permit for operation in the state.

(e) Repower projects that replace older, uncontrolled engines with new, emissions-certified engines or that replace emissions-certified engines with new engines certified to a more stringent NO_x emissions standard are approvable subject to the other applicable selection criteria. The state board shall determine appropriate baseline emission levels for the uncontrolled engines being replaced.

(f) Retrofit and add-on equipment projects shall document a NO_x emission reduction of at least 25 percent and no increase in particulate emissions compared to the applicable baseline emissions accepted by the state board for that engine year and application. The state board shall determine appropriate baseline emission levels. Acceptable documentation shall be defined by the state board. After study of available emission reduction technologies

and after public notice and comment, the state board may revise the minimum percentage NO_x reduction criterion for retrofits and add-on equipment provided for in this section to improve the ability of the program to achieve its goals.

(g) (1) For projects involving the purchase of new very low or zero-emission vehicles, engines shall be certified to an optional low NO_x emissions standard established by the state board, except as provided for in paragraph (2).

(2) For projects involving the purchase of new very low or zero-emission covered vehicles for which no optional low NO_x emission standards are available, documentation shall be provided showing that the low- or zero-emission engine emits not more than 70 percent of the NO_x or NO_x plus hydrocarbon emissions of a new engine certified to the applicable baseline NO_x or NO_x plus hydrocarbon emission standard for that engine and meets applicable particulate standards. The state board shall specify the documentation required. If no baseline emission standard exists for new vehicles in a particular category, the state board shall determine an appropriate baseline emission level for comparison.

(h) Projects using grants, loans, vouchers, or other incentives pursuant to this chapter shall condition eligibility on the requirements of Chapter 3.6 (commencing with Section 39680) of Part 2, as applicable.

(i) This section shall become operative on January 1, 2034.

SEC. 16. Section 44283 of the Health and Safety Code, as amended by Section 24 of Chapter 401 of the Statutes of 2013, is amended to read:

44283. (a) Grants shall not be made for projects with a cost-effectiveness, calculated in accordance with this section, of more than twelve thousand dollars (\$12,000) per ton of NO_x reduced in the state or a higher value that reflects state consumer price index adjustments on or after January 1, 2034, as determined by the state board.

(b) Only NO_x reductions occurring in this state shall be included in the cost-effectiveness determination. The extent to which emissions generated at sea contribute to air quality in nonattainment areas in the state shall be incorporated into these methodologies based on a reasonable assessment of currently available information and modeling assumptions.

(c) The state board shall develop protocols for calculating the surplus NO_x reductions in the state from representative project types over the life of the project.

(d) The cost of the NO_x reduction is the amount of the grant from the program, including matching funds provided pursuant to subdivision (e) of Section 44287, plus any other state funds, or funds under the district's budget authority or fiduciary control, provided toward the project, not including funds described in paragraphs (1) and (2) of subdivision (a) of Section 44287.2. The state board shall establish reasonable methodologies for evaluating project cost-effectiveness, consistent with the definition contained in paragraph (4) of subdivision (a) of Section 44275, and with accepted methods, taking into account a fair and reasonable discount rate or time value of public funds.

(e) A grant shall not be made that, net of taxes, provides the applicant with funds in excess of the incremental cost of the project. Incremental lease costs may be capitalized according to guidelines adopted by the state board so that these incremental costs may be offset by a one-time grant award.

(f) Funds under a district's budget authority or fiduciary control may be used to pay for the incremental cost of liquid or gaseous fuel, other than standard gasoline or diesel, which is integral to a NO_x reducing technology that is part of a project receiving grant funding under the program. The fuel shall be approved for sale by the state board. The incremental fuel cost over the expected lifetime of the vehicle may be offset by the district if the project as a whole, including the incremental fuel cost, meets all of the requirements of this chapter, including the maximum allowed cost-effectiveness. The state board shall develop an appropriate methodology for converting incremental fuel costs over the vehicle lifetime into an initial cost for purposes of determining project cost-effectiveness. Incremental fuel costs shall not be included in project costs for fuels dispensed from any facility that was funded, in whole or in part, from the fund.

(g) For purposes of determining any grant amount pursuant to this chapter, the incremental cost of any new purchase, retrofit, repower, or add-on equipment shall be reduced by the value of any current financial incentive that directly reduces the project price, including any tax credits or deductions, grants, or other public financial assistance, not including funds described in

paragraphs (1) and (2) of subdivision (a) of Section 44287.2. Project proponents applying for funding shall be required to state in their application any other public financial assistance to the project.

(h) For projects that would repower off-road equipment by replacing uncontrolled diesel engines with new, certified diesel engines, the state board may establish maximum grant award amounts per repower. A repower project shall also be subject to the incremental cost maximum pursuant to subdivision (e).

(i) After study of available emission reduction technologies and costs and after public notice and comment, the state board may reduce the values of the maximum grant award criteria stated in this section to improve the ability of the program to achieve its goals. Every year the state board shall adjust the maximum cost-effectiveness amount established in subdivision (a) and any per-project maximum set by the state board pursuant to subdivision (h) to account for inflation.

(j) This section shall become operative on January 1, 2034.

SEC. 17. Section 44283 of the Health and Safety Code, as amended by Section 10 of Chapter 610 of the Statutes of 2015, is amended to read:

44283. (a) (1) For all projects funded pursuant to this chapter, except for an infrastructure project described in subdivision (c) of Section 44281, the following cost-effectiveness criteria shall apply:

(A) (i) Project grants shall not be made that exceed cost-effectiveness values calculated in accordance with this section.

(ii) The state board, in collaboration with the districts, shall establish cost-effectiveness values in the guidelines issued pursuant to Section 44287, taking into consideration factors, including, but not limited to, the following:

(I) The cost of emission control technologies identified in Section 44281.

(II) The cost-effectiveness values for NO_x, particulate matter, or reactive organic gases for any adopted rule or control measure in any district's approved state implementation plan, or rule adopted by the state board.

(iii) A grant for a schoolbus project shall not exceed the cost caps established in the Lower-Emission School Bus Program and consistent with Section 44299.901. The cost-effectiveness value

for these projects shall be set forth in the guidelines issued pursuant to Section 44287.

(B) For projects obtaining reactive organic gas and particulate matter reductions, the state board shall determine appropriate adjustment factors to calculate a weighted cost-effectiveness value.

(2) When a district board approves funding for a project or project category, the district board shall include, in its agenda or supporting materials for the meeting approving funding for the project or project category, a brief statement of the rationale for funding that source category, including the basis for selection and the importance of that project type.

(b) Only covered emission reductions occurring in this state shall be included in the cost-effectiveness determination. The extent to which emissions generated at sea contribute to air quality in nonattainment areas in the state shall be incorporated into these methodologies based on a reasonable assessment of currently available information and modeling assumptions.

(c) The state board shall develop protocols for calculating the surplus covered emission reductions in the state from representative project types over the life of the project.

(d) The cost of the covered emission reduction is the amount of the grant from the program, including matching funds provided pursuant to subdivision (e) of Section 44287, or funding provided pursuant to paragraph (2) of subdivision (d) of Section 41081 or subdivision (b) of Section 44229, not including funds described in subdivision (a) of Section 44287.2. The state board shall establish reasonable methodologies for evaluating project cost-effectiveness, consistent with the definition contained in paragraph (4) of subdivision (a) of Section 44275, and with accepted methods, taking into account a fair and reasonable discount rate or time value of public funds.

(e) A grant shall not be made that, net of taxes, provides the applicant with funds in excess of the incremental cost of the project. Incremental lease costs may be capitalized according to guidelines adopted by the state board so that these incremental costs may be offset by a one-time grant award.

(f) Funds under a district's budget authority or fiduciary control may be used to pay for the incremental cost of energy or liquid or gaseous fuel, other than standard gasoline or diesel, which is integral to a covered emission reducing technology that is part of

a project receiving grant funding under the program. The fuel shall be approved for sale in the state. The incremental energy or fuel cost over the expected lifetime of the vehicle may be offset by the district if the project as a whole, including the incremental energy or fuel cost, meets all of the requirements of this chapter, including the maximum allowed cost-effectiveness. The state board shall develop an appropriate methodology for converting incremental energy or fuel costs over the vehicle lifetime into an initial cost for purposes of determining project cost-effectiveness. Incremental energy or fuel costs shall not be included in project costs for fuels dispensed from any facility that was funded, in whole or in part, from the fund.

(g) For purposes of determining any grant amount pursuant to this chapter, project proponents applying for funding shall be required to state in their application any other public financial assistance to the project.

(h) For projects that would repower off-road equipment by replacing uncontrolled diesel engines with new, certified diesel engines, the state board may establish maximum grant award amounts per repower. A repower project shall also be subject to the incremental cost maximum pursuant to subdivision (e).

(i) After study of available emission reduction technologies and costs and after public notice and comment, the state board may adjust the values of the maximum grant award criteria stated in this section to improve the ability of the program to achieve its goals. Every year the state board shall adjust the maximum cost-effectiveness amount established in subdivision (a) and any per-project maximum set by the state board pursuant to subdivision (h) to account for inflation and other factors as authorized by this section.

(j) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 18. Section 44287 of the Health and Safety Code, as amended by Section 26 of Chapter 401 of the Statutes of 2013, is amended to read:

44287. (a) The state board shall establish grant criteria and guidelines consistent with this chapter for covered vehicle projects as soon as practicable, but not later than January 1, 2000. The adoption of guidelines is exempt from the rulemaking provisions

of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. The state board shall solicit input and comment from the districts during the development of the criteria and guidelines and shall make every effort to develop criteria and guidelines that are compatible with existing district programs that are also consistent with this chapter. Guidelines shall include protocols to calculate project cost-effectiveness. The grant criteria and guidelines shall include safeguards to ensure that the project generates surplus emissions reductions. Guidelines shall enable and encourage districts to cofund projects that provide emissions reductions in more than one district. The state board shall make draft criteria and guidelines available to the public 45 days before final adoption, and shall hold at least one public meeting to consider public comments before final adoption.

(b) The state board, in consultation with the participating districts, may propose revisions to the criteria and guidelines established pursuant to subdivision (a) as necessary to improve the ability of the program to achieve its goals. A proposed revision shall be made available to the public 45 days before final adoption of the revision and the state board shall hold at least one public meeting to consider public comments before final adoption of the revision.

(c) The state board shall reserve funds for, and disburse funds to, districts from the fund for administration pursuant to this section and Section 44299.1.

(d) The state board shall develop guidelines for a district to follow in applying for the reservation of funds, in accordance with this chapter. It is the intent of the Legislature that district administration of any reserved funds be in accordance with the project selection criteria specified in Sections 44281, 44282, and 44283 and all other provisions of this chapter. The guidelines shall be established and published by the state board as soon as practicable, but not later than January 1, 2000.

(e) Funds shall be reserved by the state board for administration by a district that adopts an eligible program pursuant to this chapter and offers matching funds at a ratio of one dollar (\$1) of matching funds committed by the district or the Mobile Source Air Pollution Reduction Review Committee for every two dollars (\$2) committed from the fund. Funds available to the Mobile Source Air Pollution

Reduction Review Committee may be counted as matching funds for projects in the South Coast Air Basin only if the committee approves the use of these funds for matching purposes. Matching funds may be any funds under the district's budget authority that are committed to be expended in accordance with the program. Funds committed by a port authority or a local government, in cooperation with a district, to be expended in accordance with the program may also be counted as district matching funds. Matching funds provided by a port authority or a local government may not exceed 30 percent of the total required matching funds in any district that applies for more than three hundred thousand dollars (\$300,000) of the state board funds. Only a district, or a port authority or a local government teamed with a district, may provide matching funds.

(f) The state board may adjust the ratio of matching funds described in subdivision (e), if it determines that an adjustment is necessary in order to maximize the use of, or the air quality benefits provided by, the program, based on a consideration of the financial resources of the district.

(g) Notwithstanding subdivision (e), a district need not provide matching funds for state board funds allocated to the district for program outreach activities pursuant to paragraph (4) of subdivision (a) of Section 44299.1.

(h) A district may include within its matching funds a reasonable estimate of direct or in-kind costs for assistance in providing program outreach and application evaluation. In-kind and direct matching funds shall not exceed 15 percent of the total matching funds offered by a district. A district may also include within its matching funds any money spent on or after February 25, 1999, that would have qualified as matching funds but were not previously claimed as matching funds.

(i) A district desiring a reservation of funds shall apply to the state board following the application guidelines established pursuant to this section. The state board shall approve or disapprove a district application not later than 60 days after receipt. Upon approval of any district application, the state board shall simultaneously approve a reservation of funding for that district to administer. Reserved funds shall be disbursed to the district so that funding of a district-approved project is not impeded.

(j) Notwithstanding any other provision of this chapter, districts and the Mobile Source Air Pollution Reduction Review Committee shall not use funds collected pursuant to Section 41081 or Chapter 7 (commencing with Section 44220), or pursuant to Section 9250.11 of the Vehicle Code, as matching funds to fund a project with stationary or portable engines, locomotives, or marine vessels.

(k) Any funds reserved for a district pursuant to this section are available to the district for a period of not more than two years from the time of reservation. Funds not expended by June 30 of the second calendar year following the date of the reservation shall revert back to the state board as of that June 30, and shall be deposited in the fund for use by the program. The funds may then be redirected based on applications to the fund. Regardless of any reversion of funds back to the state board, the district may continue to request other reservations of funds for local administration. Each reservation of funds shall be accounted for separately, and unused funds from each application shall revert back to the state board as specified in this subdivision.

(l) The state board shall specify a date each year when district applications are due. If the eligible applications received in any year oversubscribe the available funds, the state board shall reserve funds on an allocation basis, pursuant to subdivision (b) of Section 44299.1. The state board may accept a district application after the due date for a period of months specified by the state board. Funds may be reserved in response to those applications, in accordance with this chapter, out of funds remaining after the original reservation of funds for the year.

(m) Guidelines for a district application shall require information from an applicant district to the extent necessary to meet the requirements of this chapter, but shall otherwise minimize the information required of a district.

(n) A district application shall be reviewed by the state board immediately upon receipt. If the state board determines that an application is incomplete, the applicant shall be notified within 10 working days with an explanation of what is missing from the application. A completed application fulfilling the criteria shall be approved as soon as practicable, but not later than 60 working days after receipt.

(o) The state board, in consultation with the districts, shall establish project approval criteria and guidelines for infrastructure

projects consistent with Section 44284 as soon as practicable, but not later than February 15, 2000. The commission shall make draft criteria and guidelines available to the public 45 days before final adoption, and shall hold at least one public meeting to consider public comments before final adoption.

(p) The state board, in consultation with the participating districts, may propose revisions to the criteria and guidelines established pursuant to subdivision (o) as necessary to improve the ability of the program to achieve its goals. A revision may be proposed at any time, or may be proposed in response to a finding made in the annual report on the program published by the state board pursuant to Section 44295. A proposed revision shall be made available to the public 45 days before final adoption of the revision and the commission shall hold at least one public meeting to consider public comments before final adoption of the revision.

(q) This section shall become operative on January 1, 2034.

SEC. 19. Section 44287 of the Health and Safety Code, as amended by Section 12 of Chapter 610 of the Statutes of 2015, is amended to read:

44287. (a) The state board shall establish or update grant criteria and guidelines consistent with this chapter for covered vehicle and infrastructure projects as soon as practicable, but not later than July 1, 2017. The adoption of guidelines is exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The state board shall solicit input and comment from the districts during the development of the criteria and guidelines and shall make every effort to develop criteria and guidelines that are compatible with existing district programs that are also consistent with this chapter. Guidelines shall include protocols to calculate project cost-effectiveness. The grant criteria and guidelines shall include safeguards to ensure that the project generates surplus emissions reductions. Guidelines shall enable and encourage districts to cofund projects that provide emissions reductions in more than one district. The state board shall make draft criteria and guidelines available to the public 45 days before final adoption, and shall hold at least one public meeting to consider public comments before final adoption. The state board may develop separate

guidelines and criteria for the different types of eligible projects described in subdivision (a) of Section 44281.

(b) The state board, in consultation with the participating districts, may propose revisions to the criteria and guidelines established pursuant to subdivision (a) as necessary to improve the ability of the program to achieve its goals. A proposed revision shall be made available to the public 45 days before final adoption of the revision and the state board shall hold at least one public meeting to consider public comments before final adoption of the revision.

(c) The state board shall reserve funds for, and disburse funds to, districts from the fund for administration pursuant to this section and Section 44299.1.

(d) The state board shall develop guidelines for a district to follow in applying for the reservation of funds, in accordance with this chapter. It is the intent of the Legislature that district administration of any reserved funds be in accordance with the project selection criteria specified in Sections 44281, 44282, and 44283 and all other provisions of this chapter. The guidelines shall be established and published by the state board as soon as practicable, but not later than January 1, 2006.

(e) Funds shall be reserved by the state board for administration by a district that adopts an eligible program pursuant to this chapter and offers matching funds at a ratio of one dollar (\$1) of matching funds committed by the district or the Mobile Source Air Pollution Reduction Review Committee for every two dollars (\$2) committed from the fund. Funds available to the Mobile Source Air Pollution Reduction Review Committee may be counted as matching funds for projects in the South Coast Air Basin only if the committee approves the use of these funds for matching purposes. Matching funds may be any funds under the district's budget authority that are committed to be expended in accordance with the program. Funds committed by a port authority or a local government, in cooperation with a district, to be expended in accordance with the program may also be counted as district matching funds. Matching funds provided by a port authority or a local government shall not exceed 30 percent of the total required matching funds in any district that applies for more than three hundred thousand dollars (\$300,000) of the state board funds. Only a district, or a port

authority or a local government teamed with a district, may provide matching funds.

(f) The state board may adjust the ratio of matching funds described in subdivision (e), if it determines that an adjustment is necessary in order to maximize the use of, or the air quality benefits provided by, the program, based on a consideration of the financial resources of the district.

(g) Notwithstanding subdivision (e), a district need not provide matching funds for state board funds allocated to the district for program outreach activities pursuant to paragraph (4) of subdivision (a) of Section 44299.1.

(h) A district may include within its matching funds a reasonable estimate of direct or in-kind costs for assistance in providing program outreach and application evaluation. In-kind and direct matching funds shall not exceed 15 percent of the total matching funds offered by a district. A district may also include within its matching funds any money spent on or after February 25, 1999, that would have qualified as matching funds but were not previously claimed as matching funds.

(i) A district desiring a reservation of funds shall apply to the state board following the application guidelines established pursuant to this section. The state board shall approve or disapprove a district application not later than 60 days after receipt. Upon approval of any district application, the state board shall simultaneously approve a reservation of funding for that district to administer. Reserved funds shall be disbursed to the district so that funding of a district-approved project is not impeded.

(j) Any funds reserved for a district by the state board pursuant to this section are available for disbursement to the district for a period of not more than two years from the time of reservation. Funds not liquidated by a district by June 30 of the fourth calendar year following the date of the reservation shall be returned to the state board within 90 days for future allocation pursuant to this chapter. Each reservation of funds shall be accounted for separately, and unused funds from each application shall revert back to the state board for use pursuant to this chapter as specified in this subdivision.

(k) The state board shall specify a date each year when district applications are due. If the eligible applications received in any year oversubscribe the available funds, the state board shall reserve

funds on an allocation basis, pursuant to Section 44299.2. The state board may accept a district application after the due date for a period of months specified by the state board. Funds may be reserved in response to those applications, in accordance with this chapter, out of funds remaining after the original reservation of funds for the year.

(l) Guidelines for a district application shall require information from an applicant district to the extent necessary to meet the requirements of this chapter, but shall otherwise minimize the information required of a district.

(m) A district application shall be reviewed by the state board immediately upon receipt. If the state board determines that an application is incomplete, the applicant shall be notified within 10 working days with an explanation of what is missing from the application. A completed application fulfilling the criteria shall be approved as soon as practicable, but not later than 60 working days after receipt.

(n) The commission, in consultation with the districts, shall establish project approval criteria and guidelines for infrastructure projects consistent with Section 44284 as soon as practicable, but not later than February 15, 2000. The commission shall make draft criteria and guidelines available to the public 45 days before final adoption, and shall hold at least one public meeting to consider public comments before final adoption.

(o) The commission, in consultation with the participating districts, may propose revisions to the criteria and guidelines established pursuant to subdivision (n) as necessary to improve the ability of the program to achieve its goals. A revision may be proposed at any time, or may be proposed in response to a finding made in the annual report on the program published by the state board pursuant to Section 44295. A proposed revision shall be made available to the public 45 days before final adoption of the revision and the commission shall hold at least one public meeting to consider public comments before final adoption of the revision.

(p) Unclaimed funds will be allocated by the state board in accordance with Section 44299.2.

(q) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 20. Section 42885 of the Public Resources Code, as amended by Section 31 of Chapter 401 of the Statutes of 2013, is amended to read:

42885. (a) For purposes of this section, “California tire fee” means the fee imposed pursuant to this section.

(b) (1) A person who purchases a new tire, as defined in subdivision (g), shall pay a California tire fee of one dollar and seventy-five cents (\$1.75) per tire.

(2) The retail seller shall charge the retail purchaser the amount of the California tire fee as a charge that is separate from, and not included in, any other fee, charge, or other amount paid by the retail purchaser.

(3) The retail seller shall collect the California tire fee from the retail purchaser at the time of sale and may retain 1 ½ percent of the fee as reimbursement for any costs associated with the collection of the fee. The retail seller shall remit the remainder to the state on a quarterly schedule for deposit in the California Tire Recycling Management Fund, which is hereby created in the State Treasury.

(c) The department, or its agent authorized pursuant to Section 42882, shall be reimbursed for its costs of collection, auditing, and making refunds associated with the California Tire Recycling Management Fund, but not to exceed 3 percent of the total annual revenue deposited in the fund.

(d) The California tire fee imposed pursuant to subdivision (b) shall be separately stated by the retail seller on the invoice given to the customer at the time of sale. Any other disposal or transaction fee charged by the retail seller related to the tire purchase shall be identified separately from the California tire fee.

(e) A person or business who knowingly, or with reckless disregard, makes a false statement or representation in a document used to comply with this section is liable for a civil penalty for each violation or, for continuing violations, for each day that the violation continues. Liability under this section may be imposed in a civil action and shall not exceed twenty-five thousand dollars (\$25,000) for each violation.

(f) In addition to the civil penalty that may be imposed pursuant to subdivision (e), the department may impose an administrative penalty in an amount not to exceed five thousand dollars (\$5,000) for each violation of a separate provision or, for continuing

violations, for each day that the violation continues, on a person who intentionally or negligently violates a permit, rule, regulation, standard, or requirement issued or adopted pursuant to this chapter. The department shall adopt regulations that specify the amount of the administrative penalty and the procedure for imposing an administrative penalty pursuant to this subdivision.

(g) For purposes of this section, “new tire” means a pneumatic or solid tire intended for use with onroad or off-road motor vehicles, motorized equipment, construction equipment, or farm equipment that is sold separately from the motorized equipment, or a new tire sold with a new or used motor vehicle, as defined in Section 42803.5, including the spare tire, construction equipment, or farm equipment. “New tire” does not include retreaded, reused, or recycled tires.

(h) The California tire fee shall not be imposed on a tire sold with, or sold separately for use on, any of the following:

- (1) A self-propelled wheelchair.
- (2) A motorized tricycle or motorized quadricycle, as defined in Section 407 of the Vehicle Code.
- (3) A vehicle that is similar to a motorized tricycle or motorized quadricycle and is designed to be operated by a person who, by reason of the person’s physical disability, is otherwise unable to move about as a pedestrian.

(i) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 21. Section 42885 of the Public Resources Code, as amended by Section 32 of Chapter 401 of the Statutes of 2013, is amended to read:

42885. (a) For purposes of this section, “California tire fee” means the fee imposed pursuant to this section.

(b) (1) Every person who purchases a new tire, as defined in subdivision (g), shall pay a California tire fee of seventy-five cents (\$0.75) per tire.

(2) The retail seller shall charge the retail purchaser the amount of the California tire fee as a charge that is separate from, and not included in, any other fee, charge, or other amount paid by the retail purchaser.

(3) The retail seller shall collect the California tire fee from the retail purchaser at the time of sale and may retain 3 percent of the

fee as reimbursement for any costs associated with the collection of the fee. The retail seller shall remit the remainder to the state on a quarterly schedule for deposit in the California Tire Recycling Management Fund, which is hereby created in the State Treasury.

(c) The department, or its agent authorized pursuant to Section 42882, shall be reimbursed for its costs of collection, auditing, and making refunds associated with the California Tire Recycling Management Fund, but not to exceed 3 percent of the total annual revenue deposited in the fund.

(d) The California tire fee imposed pursuant to subdivision (b) shall be separately stated by the retail seller on the invoice given to the customer at the time of sale. Any other disposal or transaction fee charged by the retail seller related to the tire purchase shall be identified separately from the California tire fee.

(e) Any person or business who knowingly, or with reckless disregard, makes any false statement or representation in any document used to comply with this section is liable for a civil penalty for each violation or, for continuing violations, for each day that the violation continues. Liability under this section may be imposed in a civil action and shall not exceed twenty-five thousand dollars (\$25,000) for each violation.

(f) In addition to the civil penalty that may be imposed pursuant to subdivision (e), the department may impose an administrative penalty in an amount not to exceed five thousand dollars (\$5,000) for each violation of a separate provision or, for continuing violations, for each day that the violation continues, on any person who intentionally or negligently violates any permit, rule, regulation, standard, or requirement issued or adopted pursuant to this chapter. The department shall adopt regulations that specify the amount of the administrative penalty and the procedure for imposing an administrative penalty pursuant to this subdivision.

(g) For purposes of this section, “new tire” means a pneumatic or solid tire intended for use with onroad or off-road motor vehicles, motorized equipment, construction equipment, or farm equipment that is sold separately from the motorized equipment, or a new tire sold with a new or used motor vehicle, as defined in Section 42803.5, including the spare tire, construction equipment, or farm equipment. “New tire” does not include retreaded, reused, or recycled tires.

(h) The California tire fee may not be imposed on any tire sold with, or sold separately for use on, any of the following:

- (1) Any self-propelled wheelchair.
- (2) Any motorized tricycle or motorized quadricycle, as defined in Section 407 of the Vehicle Code.
- (3) Any vehicle that is similar to a motorized tricycle or motorized quadricycle and is designed to be operated by a person who, by reason of the person's physical disability, is otherwise unable to move about as a pedestrian.

(i) This section shall become operative on January 1, 2034.

SEC. 22. Section 42889 of the Public Resources Code, as amended by Section 152 of Chapter 35 of the Statutes of 2014, is amended to read:

42889. (a) Of the moneys collected pursuant to Section 42885, an amount equal to seventy-five cents (\$0.75) per tire on which the fee is imposed shall be transferred by the State Board of Equalization to the Air Pollution Control Fund. The state board shall expend those moneys, or allocate those moneys to the districts for expenditure, to fund programs and projects that mitigate or remediate air pollution caused by tires in the state, to the extent that the state board or the applicable district determines that the program or project remediates air pollution harms created by tires upon which the fee described in Section 42885 is imposed.

(b) The remaining moneys collected pursuant to Section 42885 shall be used to fund the waste tire program, and shall be appropriated to the department in the annual Budget Act in a manner consistent with the five-year plan adopted and updated by the department. These moneys shall be expended for the payment of refunds under this chapter and for the following purposes:

(1) To pay the administrative overhead cost of this chapter, not to exceed 6 percent of the total revenue deposited in the fund annually, or an amount otherwise specified in the annual Budget Act.

(2) To pay the costs of administration associated with collection, making refunds, and auditing revenues in the fund, not to exceed 3 percent of the total revenue deposited in the fund, as provided in subdivision (c) of Section 42885.

(3) To pay the costs associated with operating the tire recycling program specified in Article 3 (commencing with Section 42870).

(4) To pay the costs associated with the development and enforcement of regulations relating to the storage of waste tires and used tires. The department shall consider designating a city, county, or city and county as the enforcement authority of regulations relating to the storage of waste tires and used tires, as provided in subdivision (c) of Section 42850, and regulations relating to the hauling of waste and used tires, as provided in subdivision (b) of Section 42963. If the department designates a local entity for that purpose, the department shall provide sufficient, stable, and noncompetitive funding to that entity for that purpose, based on available resources, as provided in the five-year plan adopted and updated as provided in subdivision (a) of Section 42885.5. The department may consider and create, as appropriate, financial incentives for citizens who report the illegal hauling or disposal of waste tires as a means of enhancing local and statewide waste tire and used tire enforcement programs.

(5) To pay the costs of cleanup, abatement, removal, or other remedial action related to waste tire stockpiles throughout the state, including all approved costs incurred by other public agencies involved in these activities by contract with the department. Not less than six million five hundred thousand dollars (\$6,500,000) shall be expended by the department during each of the following fiscal years for this purpose: 2001–02 to 2006–07, inclusive.

(6) To make studies and conduct research directed at promoting and developing alternatives to the landfill disposal of waste tires.

(7) To assist in developing markets and new technologies for used tires and waste tires. The department's expenditure of funds for purposes of this subdivision shall reflect the priorities for waste management practices specified in subdivision (a) of Section 40051.

(8) To pay the costs associated with implementing and operating a waste tire and used tire hauler program and manifest system pursuant to Chapter 19 (commencing with Section 42950).

(9) To pay the costs to create and maintain an emergency reserve, which shall not exceed one million dollars (\$1,000,000).

(10) To pay the costs of cleanup, abatement, or other remedial action related to the disposal of waste tires in implementing and operating the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program established pursuant to Chapter 2.5 (commencing with Section 48100) of Part 7.

(11) To fund border region activities specified in paragraph (8) of subdivision (b) of Section 42885.5.

(12) For expenditure pursuant to paragraph (3) of subdivision (a) of, and paragraph (3) of subdivision (b) of, Section 17001.

(c) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2034, deletes or extends that date.

SEC. 23. Section 42889 of the Public Resources Code, as amended by Section 153 of Chapter 35 of the Statutes of 2014, is amended to read:

42889. Funding for the waste tire program shall be appropriated to the department in the annual Budget Act. The moneys in the fund shall be expended for the payment of refunds under this chapter and for the following purposes:

(a) To pay the administrative overhead cost of this chapter, not to exceed 5 percent of the total revenue deposited in the fund annually, or an amount otherwise specified in the annual Budget Act.

(b) To pay the costs of administration associated with collection, making refunds, and auditing revenues in the fund, not to exceed 3 percent of the total revenue deposited in the fund, as provided in subdivision (b) of Section 42885.

(c) To pay the costs associated with operating the tire recycling program specified in Article 3 (commencing with Section 42870).

(d) To pay the costs associated with the development and enforcement of regulations relating to the storage of waste tires and used tires. The department shall consider designating a city, county, or city and county as the enforcement authority of regulations relating to the storage of waste tires and used tires, as provided in subdivision (c) of Section 42850, and regulations relating to the hauling of waste and used tires, as provided in subdivision (b) of Section 42963. If the department designates a local entity for that purpose, the department shall provide sufficient, stable, and noncompetitive funding to that entity for that purpose, based on available resources, as provided in the five-year plan adopted and updated as provided in subdivision (a) of Section 42885.5. The department may consider and create, as appropriate, financial incentives for citizens who report the illegal hauling or disposal of waste tires as a means of enhancing local and statewide waste tire and used tire enforcement programs.

(e) To pay the costs of cleanup, abatement, removal, or other remedial action related to waste tire stockpiles throughout the state, including all approved costs incurred by other public agencies involved in these activities by contract with the department. Not less than six million five hundred thousand dollars (\$6,500,000) shall be expended by the department during each of the following fiscal years for this purpose: 2001–02 to 2006–07, inclusive.

(f) To fund border region activities specified in paragraph (8) of subdivision (b) of Section 42885.5.

(g) For expenditure pursuant to paragraph (3) of subdivision (a) of, and paragraph (3) of subdivision (b) of, Section 17001.

(h) This section shall become operative on January 1, 2034.

SEC. 24. Section 9250.2 of the Vehicle Code, as amended by Section 36 of Chapter 401 of the Statutes of 2013, is amended to read:

9250.2. (a) The department, if requested by the Sacramento Metropolitan Air Quality Management District pursuant to Section 41081 of the Health and Safety Code, shall impose and collect a surcharge on the registration fees for every motor vehicle registered in that district, not to exceed the amount of six dollars (\$6), as specified by the governing body of that district.

(b) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2034, deletes or extends that date.

SEC. 25. Section 9250.2 of the Vehicle Code, as amended by Section 37 of Chapter 401 of the Statutes of 2013, is amended to read:

9250.2. (a) The department, if requested by the Sacramento Metropolitan Air Quality Management District pursuant to Section 41081 of the Health and Safety Code, shall impose and collect a surcharge on the registration fees for every motor vehicle registered in that district, not to exceed four dollars (\$4).

(b) This section shall become operative on January 1, 2034.

Approved _____, 2022

Governor

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Pauline Russo Cutter and Members
of the Legislative Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 3, 2022

Re: State Legislative Update

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

As of the date of this Legislative Committee (Committee) meeting, the 2021-2022 Legislative Session has concluded, and all bills have been signed or vetoed by the Governor. This year, the Air District was tracking over 150 bills and less than half of those bills made it to the Governor's desk.

DISCUSSION

Staff will provide the Committee with a brief summary and status of bills listed on the attached list. Specifically, staff will discuss the following bills:

AB 1749 (C. Garcia) – Community emissions reduction programs: toxic air contaminants and criteria air pollutants.

CapitolTrack Summary: Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective

measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed, and to prepare an annual report summarizing the results and actions taken to further reduce emissions pursuant to the community emissions reduction program, among other things. *This bill would require the state board to additionally identify in each statewide strategy update measures to reduce criteria air pollutants and toxic air contaminants. The bill would authorize an air district that is required to adopt a community emissions reduction program to take up to one additional year to adopt the program, if the state board and a majority of the persons who are designated by the district to participate in the development and adoption of the program agree.*

Current Status: Signed by the Governor on September 16, 2022.

AB 2206 (Lee) – Nonattainment basins: employee parking: parking cash-out program.

CapitolTrack Summary: Current law requires, in any air basin designated as nonattainment for certain air quality standards, an employer, defined as an employer of 50 persons or more that provides a parking subsidy to employees, to also offer a parking cash-out program. Current law defines “parking cash-out program” as an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. Current law defines a “parking subsidy” as the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space. *This bill would revise the definitions of “employer,” “parking cash-out program,” and “parking subsidy.” The bill would require an employer to maintain a record of communication with each employee who receives a parking subsidy that those employees have been informed of their right to receive the cash equivalent of the parking subsidy.*

Current Status: Governor’s Desk

AB 2232 (McCarty) – School facilities: heating, ventilation, and air conditioning systems.

CapitolTrack Summary: The Leroy F. Greene School Facilities Act of 1998 provides for the adoption of rules, regulations, and procedures, under the administration of the Director of General Services, for the allocation of state funds by the State Allocation Board for the construction and modernization of public school facilities. *This bill would require a covered school, defined as a school district, a county office of education, a charter school, a private school, the California Community Colleges, or the California State University, and would request the University of California, to ensure that facilities have heating, ventilation, and air conditioning (HVAC) systems that meet specified minimum ventilation rate requirements, unless the existing HVAC system is not capable of safely and efficiently providing the minimum ventilation rate, in which case the bill would require a covered school, and request the University of California, to ensure that its HVAC system meets the minimum ventilation rates in effect at the time the building permit for installation of that HVAC system was issued. The bill would also require a covered school, and request the University of California, to install filtration that achieves specified minimum efficiency reporting values (MERV) levels, determined by the*

school to be feasible with the existing HVAC system, as provided.

Current Status: Governor's Desk

AB 2449 (Rubio) – Open meetings: local agencies: teleconferences.

CapitolTrack Summary: Current law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. *This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.*

Current Status: Signed by the Governor on September 13, 2022.

AB 2550 (Arambula) – State Air Resources Board: San Joaquin Valley Air Pollution Control District: nonattainment.

CapitolTrack Summary: *Would require the State Air Resources Board, if the San Joaquin Valley Air Pollution Control District does not receive a determination of attainment from the United States Environmental Protection Agency for a national ambient air quality standard established by the agency pursuant to the federal Clean Air Act by the applicable attainment date for that standard, to undertake certain activities, including coordinating with the district and community-based organizations in the district and conducting outreach to under-resourced communities in the district to identify gaps in the state implementation plan and the district's attainment plan, rules, regulations, programs, and enforcement practices that impact the district's ability to attain and maintain that ambient air quality standard.*

Current Status: Vetoed by the Governor on September 22, 2022.

AB 2910 (Santiago) – Nonvehicular air pollution: civil penalties.

CapitolTrack Summary: Current law generally designates air pollution control and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Current law establishes maximum civil penalties for any person for violations of air pollution laws from nonvehicular sources. A person who violates these laws and who acts negligently is liable for a civil penalty in a greater amount, as specified. Current law annually adjusts the maximum penalties for violations of these laws based on the California Consumer Price Index. *This bill would increase the maximum amount of those civil*

penalties and would subject those maximum amounts to the annual adjustment based on the California Consumer Price Index, as specified.

Current Status: Dead

SB 45 (Portantino) – Short-lived climate pollutants: organic waste reduction goals: local jurisdiction assistance.

CapitolTrack Summary: Current law requires that the methane emissions reduction goals include a 50% reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction in the level of statewide disposal of organic waste from the 2014 level by 2025. Current law requires the Department of Resources Recycling and Recovery, in consultation with the State Air Resources Board, to adopt regulations to achieve the organic waste reduction goals established by the state board for 2020 and 2025, as provided. Current law requires the department, no later than July 1, 2020, and in consultation with the state board, to analyze the progress that the waste sector, state government, and local governments have made in achieving these organic waste reduction goals. Current law authorizes the department, if it determines that significant progress has not been made toward achieving the organic waste reduction goals established by the state board, to include incentives or additional requirements in its regulations to facilitate progress towards achieving the goals. *This bill would require the department, in consultation with the state board, to assist local jurisdictions in complying with these provisions, including any regulations adopted by the department.*

Current Status: Signed by the Governor on September 19, 2022.

SB 1382 (Gonzalez) – Air pollution: Clean Cars 4 All Program: Sales and Use Tax Law: zero emissions vehicle exemption.

CapitolTrack Summary: *Would require the implementing regulations for the Clean Cars 4 All Program to additionally ensure that the State Air Resources Board coordinates with local air districts and local nonprofit and community organizations, as provided, to identify barriers to accessing the Clean Cars 4 All Program and to develop outreach protocols and metrics to assess the success of outreach across the districts. The bill would additionally require that the performance analysis include an assessment identifying populations that are eligible for, but underserved by the Clean Cars 4 All Program, as provided, and would require the assessment to identify barriers preventing the underserved populations from participating in the program and to propose strategies to overcome those barriers. The bill would require the state board to consider specified metrics in allocating funding to districts participating in the Clean Cars 4 All Program. The bill would authorize up to 10% of the moneys allocated by the state board for the Clean Cars 4 All Program to be used for outreach programs in accordance with specified requirements.*

Current Status: Signed by the Governor on September 16, 2022.

The following bills were amended late in the Legislative Session as a Climate Package deal between the Governor, Assembly, and Senate.

AB 1279 (Muratsuchi) – The California Climate Crisis Act.

CapitolTrack Summary: The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. *This bill, the California Climate Crisis Act, would declare the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. The bill would require the state board to work with relevant state agencies to ensure that updates to the scoping plan identify and recommend measures to achieve these policy goals and to identify and implement a variety of policies and strategies that enable carbon dioxide removal solutions and carbon capture, utilization, and storage technologies in California, as specified. The bill would require the state board to submit an annual report, as specified.*

Current Status: Signed by the Governor on September 16, 2022.

AB 1757 (C. Garcia) – California Global Warming Solutions Act of 2006: climate goal: natural and working lands.

CapitolTrack Summary: The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The act requires the state board to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level no later than December 31, 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. *This bill would require the Natural Resources Agency, in collaboration with specified entities including the state board and the expert advisory committee as specified, to determine on or before January 1, 2024, an ambitious range of targets for natural carbon sequestration, and for nature-based climate solutions, that reduce greenhouse gas emissions for 2030, 2038, and 2045 to support state goals to achieve carbon neutrality and foster climate adaptation and resilience. The bill would require these targets to be integrated into the above-described scoping plan and other state policies. The bill would require the Natural Resources Agency, in consultation with specified agencies including the state board, to review and update the Natural and Working Lands Climate Smart Strategy to achieve these targets.*

Current Status: Signed by the Governor on September 16, 2022.

AB 2133 (Quirk) – California Global Warming Solutions Act of 2006: emissions limit.

CapitolTrack Summary: The California Global Warming Solutions Act of 2006, the State Air Resources Board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that

statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by no later than December 31, 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. *This bill instead would require the state board to ensure that statewide greenhouse gas emissions are reduced to at least 55% below the 1990 level by no later than December 31, 2030.*

Current Status: Dead

SB 905 (Caballero and Skinner) – Carbon sequestration: Carbon Capture, Removal, Utilization, and Storage Program.

CapitolTrack Summary: *Would require the State Air Resources Board to establish a Carbon Capture, Removal, Utilization, and Storage Program, as provided, to evaluate the efficacy, safety, and viability of carbon capture, utilization, or storage (CCUS) technologies and carbon dioxide removal (CDR) technologies and facilitate the capture and sequestration of carbon dioxide from those technologies, where appropriate. The bill would require the program to ensure that carbon dioxide capture, removal, and sequestration projects include specified components including, among others, certain monitoring activities. In carrying out the program's objectives, the bill would require the state board to prioritize, among other priorities, reducing the emissions of greenhouse gases and reducing fossil fuel production in the state. The bill would require the state board to adopt regulations to implement the program and, in developing the program, to consult with the Geologic Carbon Sequestration Group as specified.*

Current Status: Signed by the Governor on September 16, 2022.

SB 846 (Dodd) – Diablo Canyon powerplant: extension of operations.

CapitolTrack Summary: *The Diablo Canyon nuclear powerplant, composed of Reactor Units 1 and 2, is operated by the Pacific Gas and Electric Company, an electrical corporation, in the County of San Luis Obispo. On January 11, 2018, the Public Utilities Commission (PUC) approved the Pacific Gas and Electric Company's proposal to retire Unit 1 in 2024 and Unit 2 in 2025. This bill would invalidate the PUC's approval of that proposal and would require the PUC to set new retirement dates for the Diablo Canyon powerplant, as provided, conditioned upon the United States Nuclear Regulatory Commission extending the powerplant's operating licenses, as specified. The bill would require the PUC to take certain actions to enable the operator of the Diablo Canyon powerplant to recover the reasonable costs and expenses of operating the Diablo Canyon powerplant, as provided, including the imposition of a fully nonbypassable charge on all customers of electrical corporations, electric service providers, and community choice aggregators, and would require the PUC to authorize the operator to recover in rates an operating fee for each megawatt-hour generated by the powerplant, as specified.*

Current Status: Signed by the Governor on September 2, 2022.

SB 1020 (Laird) – Clean Energy, Jobs, and Affordability Act of 2022.

CapitolTrack Summary: The California Global Warming Solutions Act of 2006 requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act requires the state board to conduct a series of public workshops to give interested parties an opportunity to comment on the plan and requires a portion of those workshops to be conducted in regions of the state that have the most significant exposure to pollutants. The act specifically includes as regions for these workshops communities with minority populations, communities with low-income populations, or both. *This bill would instead include as regions for these workshops federal extreme nonattainment areas that have communities with minority populations, communities with low-income populations, or both.*

Current Status: Signed by the Governor on September 16, 2022.

SB 1137 (Gonzalez) – Oil and gas: operations: location restrictions: notice of intention: health protection zone: sensitive receptors.

CapitolTrack Summary: Current law requires an operator proposing to perform a well stimulation treatment to apply to the supervisor or district deputy for a permit to perform the well stimulation treatment and imposes other requirements and conditions on the use of well stimulation treatments. Under current law, a person who fails to comply with this and other requirements relating to the regulation of oil or gas operations is guilty of a misdemeanor. *This bill would prohibit, commencing January 1, 2023, the Geologic Energy Management Division from approving any notice of intention within a health protection zone, as defined, except for reasons related to preventing or responding to a threat to public health, safety, or the environment, complying with a court order, or to plug and abandon or reabandon a well, as provided. The bill would also explicitly authorize the division to approve notices of intention to public and private entities who own, purchase, or lease land containing idle-deserted or previously plugged and abandoned wells for the purposes of those public and private entities plugging and abandoning, or replugging and abandoning, those oil and gas wells so development of nonfossil fuel production and injection and related uses can proceed, as provided. The bill would require an operator who submits a notice of intention, except for certain notices of intention, to also submit either a sensitive receptor inventory and map of the area within the 3,200 feet radius of the wellhead or proposed wellhead location to the division, or a statement certifying that the operator has confirmed that there are no sensitive receptors, as defined, located within 3,200-foot of the wellhead location, as provided. If a notice of intention is approved pursuant to compliance with a court order, the bill would require the operator of the oil or gas well to provide an individual indemnity bond sufficient to pay the full cost of properly plugging and abandoning the operator's well or wells, and decommissioning any attendant production facilities in the health protection zone, as provided.*

Current Status: Signed by the Governor on September 16, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Sharon L. Landers

ATTACHMENTS:

1. Bill Matrix - Bills of Interest - As of September 27, 2022

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

Bill #	Author	Subject	Last Amended	Last Status - As of 9/27/2022	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 1749	Garcia, Cristina	Community emissions reduction programs: toxic air contaminants and criteria air pollutants.	8/25/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 340, Statutes of 2022.	9/16/2022-A. CHAPTERED			Medium	AB 617
AB 1279	Muratsuchi	The California Climate Crisis Act.	8/28/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 337, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Climate Change
AB 1757	Garcia, Cristina	California Global Warming Solutions Act of 2006: climate goal: natural and working lands.	8/28/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 341, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Climate Change
AB 2446	Holden	Embodied carbon emissions: construction materials.	8/11/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 352, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Climate Change
AB 2700	McCarty	Transportation electrification: electrical distribution grid upgrades.	8/2/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 354, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Climate Change
SB 846	Dodd	Diablo Canyon powerplant: extension of operations.	8/28/2022	9/2/2022-Chaptered by Secretary of State- Chapter 239, Statutes of 2022	9/2/2022-S. CHAPTERED			Low	Climate Change
SB 852	Dodd	Climate resilience districts: formation: funding mechanisms.	8/8/2022	9/9/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 266, Statutes of 2022.	9/9/2022-S. CHAPTERED			Low	Climate Change
SB 905	Caballero	Carbon sequestration: Carbon Capture, Removal, Utilization, and Storage Program.	8/28/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 359, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
SB 1020	Laird	Clean Energy, Jobs, and Affordability Act of 2022.	8/29/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 361, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
SB 1075	Skinner	Hydrogen: green hydrogen: emissions of greenhouse gases.	8/23/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 363, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
SB 1136	Portantino	California Environmental Quality Act: expedited environmental review: climate change regulations.	6/27/2022	9/13/2022-Enrolled and presented to the Governor at 3 p.m.	9/13/2022-S. ENROLLED			Low	Climate Change
SB 1137	Gonzalez	Oil and gas: operations: location restrictions: notice of intention: health protection zone: sensitive receptors.	8/27/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 365, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
SB 1145	Laird	California Global Warming Solutions Act of 2006: greenhouse gas emissions: dashboard.	5/19/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 366, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
SB 1206	Skinner	Hydrofluorocarbon gases: sale or distribution.	8/11/2022	8/26/2022-Enrolled and presented to the Governor at 2 p.m.	8/26/2022-S. ENROLLED			Low	Climate Change
SB 1230	Limón	Zero-emission and near-zero-emission vehicle incentive programs: requirements.	8/22/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 371, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Climate Change
AB 2075	Ting	Energy: electric vehicle charging standards.	5/2/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 346, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Energy
AB 2204	Boerner Horvath	Clean energy: Labor and Workforce Development Agency: Deputy Secretary for Climate.	8/22/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 348, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Energy
AB 2316	Ward	Public Utilities Commission: customer renewable energy subscription programs and the community renewable energy program.	8/24/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 350, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Energy
SB 1063	Skinner	Energy: appliance standards and cost-effective measures.	8/4/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 362, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Energy
SB 1112	Becker	Energy: building decarbonization: notice and recordation of a decarbonization charge.	8/18/2022	9/6/2022-Enrolled and presented to the Governor at 3:30 p.m.	9/6/2022-S. ENROLLED			Low	Energy
SB 1291	Archuleta	Hydrogen-fueling stations: administrative approval.	8/18/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 373, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Energy
AB 2721	Lee	Bay Area Air Quality Management District: district board: compensation.	8/1/2022	9/23/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 501, Statutes of 2022.	9/23/2022-A. CHAPTERED		Air District-Sponsored	High	General-Air District
AB 2836	Garcia, Eduardo	Carl Moyer Memorial Air Quality Standards Attainment Program: vehicle registration fees: California tire fee.	5/19/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 355, Statutes of 2022.	9/16/2022-A. CHAPTERED		Air-District Co-Sponsor	High	General-Air District
AB 117	Boerner Horvath	Air Quality Improvement Program: electric bicycles.	8/11/2022	8/31/2022-Enrolled and presented to the Governor at 4 p.m.	8/25/2022-A. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1322	Rivas, Robert	California Global Warming Solutions Act of 2006: aviation greenhouse gas emissions reduction plan.	8/25/2022	9/13/2022-Enrolled and presented to the Governor at 4 p.m.	9/13/2022-A. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1389	Reyes	Clean Transportation Program: project funding preferences.	8/25/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 339, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1644	Flora	Greenhouse Gas Reduction Fund: California Jobs Plan Act of 2021.	6/21/2022	8/29/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 202, Statutes of 2022.	8/29/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1738	Boerner Horvath	Building standards: installation of electric vehicle charging stations: existing buildings.	8/11/2022	8/31/2022-Enrolled and presented to the Governor at 4 p.m.	8/25/2022-A. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2061	Ting	Transportation electrification: electric vehicle charging infrastructure.	8/23/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 345, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2101	Flora	California Carbon Sequestration and Climate Resiliency Project Registry: whole orchard recycling projects.	4/5/2022	7/19/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 117, Statutes of 2022.	7/19/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2622	Mullin	Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.	6/9/2022	9/16/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 353, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2737	Carrillo	Air pollution: purchase of new drayage and short-haul trucks: incentive programs: lessees: labor standards.	4/7/2022	8/29/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 213, Statutes of 2022.	8/29/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2798	Fong	Freight: development projects.	8/24/2022	9/25/2022-Approved by the Governor. Chaptered by Secretary of State - Chapter 535, Statutes of 2022.	9/25/2022-A. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 45	Portantino	Short-lived climate pollutants: organic waste reduction goals: local jurisdiction assistance.	8/15/2022	9/19/2022-Approved by the Governor. Chaptered by Secretary of State. Chapter 445, Statutes of 2022.	9/19/2022-S. CHAPTERED			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 457	Portantino	Personal income taxes: credit: reduction in vehicles.	8/25/2022	9/9/2022-Enrolled and presented to the Governor at 3 p.m.	9/9/2022-S. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 922	Wiener	California Environmental Quality Act: exemptions: transportation-related projects.	8/4/2022	8/23/2022-Enrolled and presented to the Governor at 12:30 p.m.	8/23/2022-S. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 932	Portantino	General plans: circulation element: bicycle and pedestrian plans and traffic calming plans.	8/25/2022	9/6/2022-Enrolled and presented to the Governor at 3:30 p.m.	9/6/2022-S. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 942	Newman	Low Carbon Transit Operations Program: free or reduced fare transit program.	6/29/2022	8/30/2022-Enrolled and presented to the Governor at 3 p.m.	8/30/2022-S. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade

Bill #	Author	Subject	Last Amended	Last Status - As of 9/27/2022	Location	Notes	Position	Priority (Low/Medium/High)	Category
SB 1010	Skinner	Air pollution: state vehicle fleet.	8/24/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 360, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1203	Becker	Net-zero emissions of greenhouse gases: state agency operations.	8/15/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 368, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1251	Gonzalez	Governor's Office of Business and Economic Development: Zero-Emission Vehicle Market Development Office: Zero-Emission Vehicle Equity Advocate.	8/23/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 372, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1305	Laird	State vehicle fleet: alternative fuel vehicles.	4/19/2022	8/15/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 152, Statutes of 2022.	8/15/2022-S. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1382	Gonzalez	Air pollution: Clean Cars 4 All Program: Sales and Use Tax Law: zero emissions vehicle exemption.	8/18/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 375, Statutes of 2022.	9/16/2022-S. CHAPTERED		Support	Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1482	Allen	Building standards: electric vehicle charging infrastructure.	8/23/2022	9/13/2022-Enrolled and presented to the Governor at 3 p.m.	9/13/2022-A. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 178	Ting	Budget Act of 2022.	6/26/2022	6/30/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 45, Statutes of 2022.	6/30/2022-A. CHAPTERED			High	Other
AB 179	Ting	Budget Act of 2022.	8/28/2022	9/6/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 249, Statutes of 2022.	9/6/2022-A. CHAPTERED			High	Other
AB 180	Ting	Budget Act of 2021.	6/26/2022	6/30/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 44, Statutes of 2022.	6/30/2022-A. CHAPTERED			High	Other
AB 209	Committee on Budget	Energy and climate change.	8/28/2022	9/6/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 251, Statutes of 2022.	9/6/2022-A. CHAPTERED			High	Other
AB 211	Committee on Budget	Public resources trailer bill.	8/28/2022	8/31/2022-Read third time. Passed. Ordered to the Assembly. (Ayes 31. Noes 0.). In Assembly. Concurrence in Senate amendments pending. Assembly Rule 63 suspended. Senate amendments concurred in. To Engrossing and Enrolling. Enrolled and presented to the Governor at 9:30 p.m.	8/31/2022-A. ENROLLED			Low	Other
AB 1717	Aguar-Curry	Public works: definition.	8/24/2022	9/12/2022-Enrolled and presented to the Governor at 4 p.m.	9/12/2022-A. ENROLLED			Low	Other
AB 1857	Garcia, Cristina	Solid waste.	8/23/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 342, Statutes of 2022.	9/16/2022-A. CHAPTERED			Low	Other
AB 2056	Grayson	Bar pilots: pilotage rates.	8/22/2022	9/13/2022-Enrolled and presented to the Governor at 4 p.m.	9/13/2022-A. ENROLLED			Low	Other
AB 2057	Carrillo	Department of Transportation: goods movement data.	8/25/2022	9/22/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 458, Statutes of 2022.	9/22/2022-A. CHAPTERED			Low	Other
AB 2206	Lee	Nonattainment basins: employee parking: parking cash-out program.	8/22/2022	9/12/2022-Enrolled and presented to the Governor at 4 p.m.	9/12/2022-A. ENROLLED		Support	Medium	Other
AB 2449	Rubio, Blanca	Open meetings: local agencies: teleconferences.	8/8/2022	9/13/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 285, Statutes of 2022.	9/13/2022-A. CHAPTERED		Oppose	High	Other
AB 2647	Levine	Local government: open meetings.	8/4/2022	8/29/2022-Enrolled and presented to the Governor at 3:30 p.m.	8/29/2022-A. ENROLLED			Low	Other
SB 154	Skinner	Budget Act of 2022.	6/8/2022	6/27/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 43, Statutes of 2022.	6/27/2022-S. CHAPTERED			High	Other
SB 717	Dodd	Department of Technology: broadband communications: report.	8/22/2022	9/9/2022-Enrolled and presented to the Governor at 3 p.m.	9/9/2022-S. ENROLLED			Low	Other
SB 1100	Cortese	Open meetings: orderly conduct.	6/6/2022	8/22/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 171, Statutes of 2022.	8/22/2022-S. CHAPTERED			Low	Other
SB 1314	Limón	Oil and gas: Class II injection wells: enhanced oil recovery.	3/16/2022	9/16/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 336, Statutes of 2022.	9/16/2022-S. CHAPTERED			Low	Other
AB 2232	McCarty	School facilities: heating, ventilation, and air conditioning systems.	6/28/2022	9/13/2022-Enrolled and presented to the Governor at 4 p.m.	9/13/2022-A. ENROLLED			Medium	Wildfire/PSPS
AB 2243	Garcia, Eduardo	Occupational safety and health standards: heat illness: wildfire smoke.	8/25/2022	9/8/2022-Enrolled and presented to the Governor at 1 p.m.	9/8/2022-A. ENROLLED			Low	Wildfire/PSPS
AB 2645	Rodriguez	Local emergency plans: integration of access and functional needs: community resilience centers.	8/11/2022	9/6/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 247, Statutes of 2022.	9/6/2022-A. CHAPTERED			Low	Wildfire/PSPS
AB 284	Rivas, Robert	California Global Warming Solutions Act of 2006: climate goal: natural and working lands.	7/14/2021	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 9/2/2021)	8/31/2022-S. DEAD			Low	Climate Change
AB 1369	Bennett	Buy Clean California Act: eligible materials: product-specific global warming potential emissions.	6/8/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/29/2022)	8/31/2022-S. DEAD			Low	Climate Change
AB 1395	Muratsuchi	The California Climate Crisis Act.	9/3/2021	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was THIRD READING on 8/23/2022)	8/31/2022-S. DEAD			Low	Climate Change
AB 1676	Grayson	Pipeline safety: carbon dioxide.	4/18/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 4/6/2022)	4/29/2022-A. DEAD			Low	Climate Change
AB 2133	Quirk	California Global Warming Solutions Act of 2006: emissions limit.	8/23/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was CONCURRENCE on 8/31/2022)	8/31/2022-A. DEAD			Medium	Climate Change
AB 2360	Arambula	Climate change and public health funding working group. Emergency response advisory working group.	6/8/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 6/27/2022)	8/12/2022-S. DEAD			Low	Climate Change
AB 2442	Rivas, Robert	California Disaster Assistance Act: climate change.	8/11/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/30/2022)	8/31/2022-S. DEAD			Low	Climate Change
AB 2532	Bennett	Scoping plan: state agency, board, and department compliance and implementation: reports.	4/19/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/8/2022)	8/12/2022-S. DEAD			Low	Climate Change

Bill #	Author	Subject	Last Amended	Last Status - As of 9/27/2022	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 2578	Cunningham	State Energy Resources Conservation and Development Commission: integrated energy policy report: carbon capture, utilization, and sequestration.	5/19/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. E. U., & C. on 6/8/2022)	7/5/2022-S. DEAD			Low	Climate Change
AB 2674	Villapudua	California Global Warming Solutions Act of 2006: Low Carbon Fuel Standard regulations.	4/18/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 3/10/2022)	4/29/2022-A. DEAD			Low	Climate Change
AB 2722	Grayson	Greenhouse gases: work-from-home option.	4/6/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 5/4/2022)	5/20/2022-A. DEAD			Low	Climate Change
AB 2809	Carrillo	Greenhouse gases: refrigerants.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/18/2022)	5/6/2022-A. DEAD			Low	Climate Change
AB 2944	Petrie-Norris	Greenhouse gases: carbon capture, utilization, and sequestration.	6/16/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. JUD. on 6/15/2022)	7/5/2022-S. DEAD			Low	Climate Change
SB 260	Wiener	Climate Corporate Accountability Act.	8/15/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was THIRD READING on 8/16/2022)	8/31/2022-A. DEAD			Medium	Climate Change
SB 582	Stern	Climate Emergency Mitigation, Safe Restoration, and Just Resilience Act of 2021.	5/20/2021	1/31/2022-Died on file pursuant to Joint Rule 56.	1/31/2022-S. DEAD			Low	Climate Change
SB 989	Hertzberg	Property taxation: taxable value transfers: disclosure and deferment.	8/15/2022	9/13/2022-Enrolled and presented to the Governor at 3 p.m.	9/13/2022-S. ENROLLED			Low	Climate Change
SB 1068	Laird	Governor's Office of Business and Economic Development: Climate change.	3/15/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was S. APPR. SUSPENSE FILE on 4/18/2022)	5/20/2022-S. DEAD			Low	Climate Change
SB 1101	Caballero	Carbon sequestration: Geologic Carbon Sequestration Group.	6/23/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was THIRD READING on 8/15/2022)	8/31/2022-A. DEAD			Low	Climate Change
SB 1297	Cortese	Low-embodied carbon building materials: carbon sequestration.	6/23/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	Climate Change
SB 1301	Becker	Corporation Tax Law: Personal Income Tax Law: credits: green energy: manufacturing.	6/9/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was REV. & TAX on 6/2/2022)	8/31/2022-A. DEAD			Low	Climate Change
SB 1347	Hueso	California Global Warming Solutions Act of 2006: renewable hydrogen production assessment.	6/29/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	Climate Change
SB 1399	Wieckowski	Carbon Capture Technology Demonstration Project Grant Program.	6/14/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was A. NAT. RES. on 6/2/2022)	7/5/2022-A. DEAD			Low	Climate Change
AB 1814	Grayson	Transportation electrification: community choice aggregators.	3/28/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 2/18/2022)	4/29/2022-A. DEAD			Low	Energy
AB 2587	Garcia, Eduardo	Energy: firm renewable energy resources and firm zero-carbon resources: procurement.	5/19/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD			Low	Energy
AB 2724	Bennett Arambula	Green hydrogen. Medi-Cal: alternate health care service plan.	6/23/2022	6/30/2022-Chaptered by Secretary of State- Chapter 73, Statutes of 2022	6/30/2022-A. CHAPTERED			Low	Energy
AB 2892	Bigelow	Income taxes: credits: backup electricity generators.	4/18/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was REV. & TAX on 3/17/2022)	8/31/2022-A. DEAD			Low	Energy
SB 1039	Wieckowski	Clean energy and pollution reduction objectives.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RLS. on 2/15/2022)	8/31/2022-S. DEAD			Low	Energy
SB 1156	Grove	Motor Vehicle Fuel Tax: Diesel Fuel Tax: inflation adjustment.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was GOV. & F. on 3/17/2022)	8/31/2022-S. DEAD			Low	Energy
SB 1164	Stern	Energy: building energy efficiency: heating, ventilation, and air conditioning equipment: sale registry and compliance tracking system: compliance document data registry.	6/29/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	Energy
SB 1261	Stern	Energy: low-emissions buildings.	6/15/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RLS. on 6/27/2022)	8/31/2022-A. DEAD			Low	Energy
SB 1332	Becker	Building performance standards.	3/16/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RLS. on 2/18/2022)	8/31/2022-S. DEAD			Low	Energy
SB 1393	Archuleta	Energy: appliances: local requirements.	6/30/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/10/2022)	8/12/2022-A. DEAD		Oppose	Medium	Energy
AB 1001	Garcia, Cristina	Environment: mitigation measures for air quality impacts: environmental justice.	3/22/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. E.Q. on 5/4/2022)	7/5/2022-S. DEAD			Medium	Environmental Justice
AB 1218	McCarty	Zero-emission new passenger vehicle and light-duty truck goals.	1/6/2022	2/1/2022-Died on third reading file.	2/1/2022-A. DEAD			Low	Environmental Justice
AB 1966	Muratsuchi	Fossil fuel-dependent workers: California Equitable Just Transition Fund.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/10/2022)	5/6/2022-A. DEAD			Low	Environmental Justice
AB 2419	Bryan	Environmental justice: federal Infrastructure Investment and Jobs Act: Justice40 Advisory Committee.	6/9/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD			Low	Environmental Justice
SB 342	Gonzalez	South Coast Air Quality Management District: board membership.	5/26/2021	1/31/2022-Failed Deadline pursuant to Rule 61(b)(3). (Last location was THIRD READING on 1/27/2022)	1/31/2022-S. DEAD			Low	Environmental Justice
AB 1897	Wicks Boerner Horvath	Nonvehicular air pollution control: civil penalties: refineries. Solid waste: reporting, packaging, and plastic food service ware.	8/25/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was CONCURRENCE on 8/31/2022)	8/31/2022-A. DEAD		Air District-Sponsored	High	General-Air District
AB 2141	Garcia, Eduardo	Greenhouse Gas Reduction Fund: community projects: funding.	4/18/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was E.Q. on 6/1/2022)	8/31/2022-S. DEAD		Support	Medium	General-Air District
AB 2563	Quirk	Air pollution: permits: mobile fueling on-demand tank vehicles.	4/27/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 5/20/2022)	5/20/2022-A. DEAD		Oppose	Medium	General-Air District
AB 2649	Garcia, Cristina	Natural Carbon Sequestration and Resilience Act of 2022.	6/16/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD			Medium	General-Air District

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AB 2840	Reyes	Sacramento Metropolitan Air Quality Management District: air quality improvement strategy. Qualifying logistics use projects.	6/13/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. GOV. & F. on 6/8/2022)	7/5/2022-S. DEAD			Low	General-Air District
AB 2852	Bloom	Air pollution control districts and air quality management districts: independent special districts: funding.	3/24/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 3/24/2022)	4/29/2022-A. DEAD		Support	Medium	General-Air District
AB 2910	Santiago	Nonvehicular air pollution: civil penalties.	8/25/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was THIRD READING on 8/15/2022)	8/31/2022-S. DEAD		Support	Medium	General-Air District
SB 1095	Durazo	Air quality: rules and regulations: socioeconomic impacts assessment.	3/29/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was S. APPR. SUSPENSE FILE on 4/18/2022)	5/20/2022-S. DEAD			Medium	General-Air District
SB 1235	Borgeas	Air pollution: portable equipment: emergency events.		4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.Q. on 3/2/2022)	4/29/2022-S. DEAD		Oppose	Medium	General-Air District
AB 113	Boerner Horvath	Income taxes: credits: electric vehicles.	4/7/2021	2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	1/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 363	Medina	Carl Moyer Memorial Air Quality Standards Attainment Program.	7/5/2021	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. 2 YEAR on 7/14/2021)	7/5/2022-S. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 365	O'Donnell	Sales and use taxes: exemption: zero-emission and near-zero-emission drainage trucks.	1/12/2022	2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	1/31/2022-A. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 648	Fong	Greenhouse Gas Reduction Fund: healthy forest and fire prevention: appropriation.		2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	1/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 965	Levine	Building standards: electric vehicle charging infrastructure. Gambling: licenses: gambling establishments.	8/25/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RLS. on 8/29/2022)	8/31/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1500	Garcia, Eduardo	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.	5/11/2021	2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	1/31/2022-A. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1771	Ward	Zero-emission vehicles: grants. The California Housing Speculation Act: income taxes: capital gains: sale or exchange of qualified asset: housing.	3/22/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was REV. & TAX on 3/3/2022)	8/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1778	Garcia, Cristina	State transportation funding: freeway projects: poverty and pollution: Department of Transportation.	6/20/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. TRANS. on 6/1/2022)	7/5/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1873	Boerner Horvath	Personal Income Tax Law: Corporation Tax Law: credits: electric vehicle charging stations.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was REV. & TAX on 2/18/2022)	8/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2074	Gipson	Air Quality Improvement Program: micromobility devices.		5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 4/6/2022)	5/20/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2111	Bigelow	Motor vehicles: air pollution.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/14/2022)	5/6/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2197	Mullin	Caltrain electrification project: funding.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was TRANS. on 2/24/2022)	8/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2350	Wilson	Vehicular air pollution: Zero-Emission Aftermarket Conversion Project.	8/1/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/8/2022)	8/12/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2358	O'Donnell	Alternative vehicle and vessel technologies: funding programs: commercial harbor craft.	4/18/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. TRANS. on 6/1/2022)	7/5/2022-S. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2554	O'Donnell	Air pollution: assistance program: drayage vehicles.		5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 5/11/2022)	5/20/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2562	Bennett	Clean Transportation Program: hydrogen-fueling stations.	3/21/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 4/27/2022)	5/20/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2690	Boerner Horvath	Small passenger vessels: emissions reductions: state funding.	3/24/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/24/2022)	4/29/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2703	Muratsuchi	Electric vehicle charging stations: reliability standards: low-income and disadvantaged community financial assistance.	8/2/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/8/2022)	8/12/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2793	Muratsuchi	Greenhouse gases: market-based compliance mechanism.	3/24/2022	5/27/2022-Failed Deadline pursuant to Rule 61(b)(11). (Last location was A. THIRD READING on 5/19/2022)	5/27/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2802	Muratsuchi	Air pollution: carbon tax and dividend.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/18/2022)	5/6/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2807	Bonta, Mia	Transportation funding programs: eligibility: commercial harbor craft: public transportation ferries.	6/21/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2862	Muratsuchi	California Global Warming Solutions Act of 2006: offset credits.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/18/2022)	5/6/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2928	Cooper	Personal income taxes: Clean Cars 4 All Program: retirement and replacement.	3/17/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/17/2022)	4/29/2022-A. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade

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AB 2953	Salas	Air pollution: drayage vehicles: registry. Department of Transportation and local agencies: streets and highways: recycled materials.	8/18/2022	9/6/2022-Enrolled and presented to the Governor at 4 p.m.	9/6/2022-A. ENROLLED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 2954	Cunningham	Vehicle air pollution: State Air Resources Board: regulations.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PRINT on 2/18/2022)	5/6/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 542	Limón	Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.	6/22/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/31/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 726	Gonzalez	Alternative fuel and vehicle technologies: sustainable transportation.	8/30/2021	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/25/2022)	8/31/2022-A. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 771	Becker	Sales and Use Tax Law: zero emissions vehicle exemption. Prenatal screening program.	6/8/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 894	Jones	Off-highway vehicles.	8/24/2022	9/25/2022-Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.	9/26/2022-S. VETOED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1086	Melendez	Greenhouse Gas Reduction Fund: Salton Sea restoration.	3/14/2022	5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was S. E.Q. on 3/23/2022)	5/6/2022-S. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1104	Gonzalez	Governor's Office of Business and Economic Development: Office of Freight.	6/14/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1217	Allen	State-Regional Collaborative for Climate, Equity, and Resilience.		7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was A. NAT. RES. on 6/2/2022)	7/5/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1258	Allen	Energy Commission: electric vehicle charging infrastructure: assessment.	6/29/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1294	Cortese	Air pollution: purchase of new drayage and short-haul trucks: incentive programs: eligibility. Workforce wellness center: Santa Clara Valley Transportation Authority.	8/15/2022	9/13/2022-Approved by the Governor. Chapered by Secretary of State. Chapter 305, Statutes of 2022.	9/13/2022-S. CHAPTERED			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1329	Newman	Publicly available hydrogen-fueling stations: electric vehicle charging stations.	6/13/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 1391	Kamlager	greenhouse gases: market-based compliance mechanism.	6/14/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RECONSIDERATION on 8/15/2022)	8/31/2022-A. DEAD			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 154	Ting	Budget Act of 2022.	6/8/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/15/2022)	8/31/2022-S. DEAD			High	Other
AB 983	E. Garcia Kalra	Public contracts: construction projects: community workforce agreements. Employee obligations: exclusivity options.	6/14/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. JUD. on 6/23/2022)	7/5/2022-S. DEAD			Low	Other
AB 1240	Ting	Indoor air pollution.	1/24/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/22/2022)	8/31/2022-S. DEAD			Medium	Other
AB 1624	Ting	Budget Act of 2022.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was BUDGET on 1/10/2022)	8/31/2022-A. DEAD			High	Other
AB 1935	Grayson	California Environmental Quality Act: redevelopment: Concord Naval Weapons Station.	4/19/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. E.Q. on 6/1/2022)	7/5/2022-S. DEAD			Low	Other
AB 1944	Lee	Local government: open and public meetings.	5/25/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. GOV. & F. on 6/8/2022)	7/5/2022-S. DEAD		Support	Medium	Other
AB 1957	Medina Wilson	San Joaquin Valley Unified Air Pollution Control District: fees: assessments. Disparities within the developmental services system.	8/1/2022	9/13/2022-Approved by the Governor. Chapered by Secretary of State - Chapter 314, Statutes of 2022.	9/13/2022-A. CHAPTERED			Low	Other
AB 2076	Rivas, Luz	Extreme Heat and Community Resilience Program: Extreme Heat and Health Reporting System.	6/13/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD			Low	Other
AB 2086	Kiley	Air pollution: small off-road engines.	3/24/2022	4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 3/24/2022)	4/29/2022-A. DEAD			Low	Other
AB 2214	Garcia, Cristina	California Environmental Quality Act: schoolsites: acquisition of property: school districts, charter schools, and private schools.	4/25/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/2/2022)	8/12/2022-S. DEAD		Air District-Sponsored	High	Other
AB 2219	Smith	State Air Resources Board: members.		4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 2/24/2022)	4/29/2022-A. DEAD			Low	Other
AB 2237	Friedman	Transportation planning: regional transportation improvement plan: sustainable communities strategies: alternative planning strategy: state transportation funding.	6/13/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. TRANS. on 6/16/2022)	7/5/2022-S. DEAD			Low	Other
AB 2550	Arambula	State Air Resources Board: San Joaquin Valley Air Pollution Control District: nonattainment.	8/16/2022	9/22/2022-Vetoed by Governor.	9/22/2022-A. VETOED			Medium	Other

Bill #	Author	Subject	Last Amended	Last Status - As of 9/27/2022	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 2620	Valladares	Income taxes: credits: telecommuting: transfer of funds.		4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was REV. & TAX on 3/10/2022)	4/29/2022-A. DEAD			Low	Other
AB 2770	Villapudua	Local government finance. Income tax: credits: Export Investment Act of 2022.	4/25/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was APPR. SUSPENSE FILE on 5/18/2022)	8/31/2022-A. DEAD			Low	Other
AB 2816	Ting	State Air Resources Board: zero-emission incentive programs: requirements.	4/27/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 5/11/2022)	5/20/2022-A. DEAD		Oppose unless amended	Medium	Other
AB 2878	Aguiar-Curry	California Environmental Quality Act. Forest Biomass Waste Utilization Program.	8/1/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/8/2022)	8/12/2022-S. DEAD			Low	Other
SB 33	Cortese	California Environmental Quality Act: judicial and administrative proceedings: limitations.	6/9/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was A. NAT. RES. on 6/9/2022)	7/5/2022-A. DEAD			Low	Other
SB 126	Committee on Budget and Fiscal Review	Energy and climate change.	8/28/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was THIRD READING on 8/29/2022)	8/31/2022-A. DEAD			High	Other
SB 179	Skinner	Budget Act of 2022.	8/28/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was INACTIVE FILE on 8/31/2022)	8/31/2022-S. DEAD			High	Other
SB 560	Rubio	Climate Pollution Reduction in Homes Initiative: grants.	5/20/2021	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Medium	Other
SB 778	Becker	Buy Clean California Act: Environmental Product Declarations: concrete.	5/24/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was A. A. & A.R. on 5/24/2022)	7/5/2022-A. DEAD			Low	Other
SB 833	Dodd	Community Energy Resilience Act of 2022.	6/30/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	Other
SB 840	Skinner	Budget Act of 2022.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was BUDGET & F.R. on 1/10/2022)	8/31/2022-S. DEAD			High	Other
SB 1117	Becker	State Public Defender: grants.	3/3/2022	9/6/2022-Enrolled and presented to the Governor at 3:30 p.m.	9/6/2022-S. ENROLLED			Low	Other
SB 1118	Borgeas	California Environmental Quality Act: judicial relief.	5/5/2022	5/27/2022-Failed Deadline pursuant to Rule 61(b)(11). (Last location was S. APPR. SUSPENSE FILE on 5/16/2022)	5/27/2022-S. DEAD			Low	Other
SB 1132	Wieckowski	Air quality health planning.		8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was RLS. on 2/16/2022)	8/31/2022-S. DEAD			Low	Other
SB 1319	Grove	Oil imports: air quality emissions data.	5/2/2022	8/12/2022-Failed Deadline pursuant to Rule 61(b)(15). (Last location was APPR. SUSPENSE FILE on 8/3/2022)	8/12/2022-A. DEAD			Low	Other
SB 1372	Stern	Regulations. Sustainable Groundwater Management Act: groundwater sustainability plans: groundwater rights.	3/16/2022	8/23/2022-Enrolled and presented to the Governor at 12:30 p.m.	8/23/2022-S. ENROLLED			Low	Other
AB 297	Gallagher	Fire prevention.	4/21/2021	2/1/2022-From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.	1/31/2022-A. DEAD			Low	Wildfire/PSPS
AB 2070	Bauer-Kahan	Fire protection districts: electrical corporations and local publicly owned electric utilities: wildfire mitigation: notice requirements.	5/19/2022	7/5/2022-Failed Deadline pursuant to Rule 61(b)(14). (Last location was S. E. U., & C. on 6/8/2022)	7/5/2022-S. DEAD			Low	Wildfire/PSPS
AB 2258	Wood	Local government: wildfire safety improvements.	4/21/2022	5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. B. & F. on 4/20/2022)	5/6/2022-A. DEAD			Low	Wildfire/PSPS
AB 2387	Garcia, Eduardo	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.	3/21/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was APPR. SUSPENSE FILE on 5/11/2022)	8/31/2022-A. DEAD			Low	Wildfire/PSPS
AB 2538	Rivas, Robert	State Warning Center: wildfire smoke notification.	3/28/2022	5/20/2022-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 5/4/2022)	5/20/2022-A. DEAD			Low	Wildfire/PSPS
SB 1264	Dahle	Property Assessed Clean Energy program: wildfire safety improvements.		5/6/2022-Failed Deadline pursuant to Rule 61(b)(6). (Last location was S. GOV. & F. on 3/2/2022)	5/6/2022-S. DEAD			Low	Wildfire/PSPS
SB 1266	Borgeas	Income taxes: credits: designated wildfire zones.	6/13/2022	8/31/2022-Failed Deadline pursuant to Rule 61(b)(18). (Last location was REV. & TAX on 6/2/2022)	8/31/2022-A. DEAD			Low	Wildfire/PSPS
Total Active Bills	63							Low: 51 Medium: 6 High: 8	

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Pauline Russo Cutter and Members
of the Legislative Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 3, 2022

Re: Federal Legislative Update

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Legislative Committee (Committee) will receive an update on recent events of significance on the federal level, including the Inflation Reduction Act of 2022, that was signed into law on August 16, 2022 (Public Law No: 117-169).

Attached is a summary of the Inflation Reduction Act for clean air agencies developed by the National Association of Clean Air Agencies (NACAA).

DISCUSSION

Below is a breakout of programs included in the Environment and Public Works section, attached. Several of the items we've advocated for the California delegation. Of note though, are the following:

Sec. 60101. Clean Heavy-Duty Vehicles.

This section provides a total of \$1 billion to the Environmental Protection Agency (EPA) to award grants and rebates to help replace dirty medium and heavy-duty vehicles with zeroemitting vehicles. Class 6 and class 7 vehicles are vehicles weighing between 19,501 and 33,000 pounds, and include the millions of garbage trucks, beverage trucks, tow trucks, school buses, and single-axle trucks on the road today. Of that funding, \$400 million is provided for eligible vehicles that would serve communities located in areas designated as nonattainment for air pollution. Of amounts made available in this section, 3 percent is reserved for administrative costs.

Sec. 60102. Grants to Reduce Air Pollution at Ports.

This section provides \$3 billion to EPA to award rebates and grants on a competitive basis for the purchase or installation of zero-emissions port equipment and technology and the development of climate action plans to reduce air pollutants at ports. Funding for zero-emission equipment or technology shall not be used for automation. Of that funding, \$750 million is provided for ports located in areas designated as nonattainment for air pollution. Of amounts made available in this section, 2 percent is reserved for administrative costs.

Sec. 60103. Greenhouse Gas Reduction Fund.

This section provides \$27 billion in funding to EPA to help leverage private investments in projects that combat climate change. Over 40% of these investments will go to low-income and disadvantaged communities, who often struggle to find financing for clean energy projects that reduce greenhouse gas emissions. These funds are available until September 30, 2024. Funding is not technology specific. \$30 million is designated for administrative costs.

Sec. 60114. Climate Pollution Reduction Grants.

This section provides \$5 billion for a competitive grant program for state planning and implementation of greenhouse gas reduction programs. Specifically, this section provides EPA with \$250 million for planning grants and \$4.75 billion for implementation grants for programs, policies, measures, and other investments that will achieve or facilitate greenhouse gas emission reductions. Entities eligible to receive grants include States, air pollution control agencies, municipalities, Indian tribes, and groups of one or more such entities. Of amounts made available in this section, 3 percent is reserved for administrative costs. This provision is similar to the Carbon Reduction Program within the Bipartisan Infrastructure Law.

Sec. 60201. Environmental and Climate Justice Block Grants.

This section provides \$3 billion to EPA to award grants and provide technical assistance for environmentally-related activities that benefit disadvantaged communities. Of these funds, \$2.8 billion is provided for grants to support eligible activities, \$200 million is provided for technical assistance grants, and 7 percent is reserved for administrative costs. Eligible activities fall into five categories:

1. pollution monitoring, prevention and environmental remediation; investments in low- and zero-emission and resilient technologies and related infrastructure; and workforce development that help reduce greenhouse gas emissions and other air pollutants;
2. mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfire events;
3. climate resiliency and adaptation;
4. reducing indoor toxics and indoor air pollution; and
5. facilitating engagement of disadvantaged communities in State and Federal public processes, including facilitating such engagement in advisory groups, workshops, and rulemakings.

Sec. 60501. Neighborhood Access and Equity Grant Program.

This section amends title 23 of the United States Code to provide \$3 billion for a new program that provides competitive grants to States, local governments, Tribal governments, Territories and metropolitan planning organizations to improve transportation equity and accessibility and mitigate environmental impacts from transportation facilities. \$1.893 billion is provided for grants in three categories.

1. Construction of projects to remove, improve, or replace a transportation facility that is an obstacle to neighborhood connectivity, or projects to restore walkability and access in disadvantaged communities, or to improve access for bicyclists and pedestrians.
2. Projects to mitigate the effects of existing surface transportation facilities on safety and the environment, including air pollution, noise pollution, and stormwater runoff, and;
3. Predevelopment projects to conduct transportation-related planning, monitoring, community engagement, technical assistance, and capacity building.

Additionally, \$1.1 billion is provided for grants for economically disadvantaged communities, including communities located in areas of persistent poverty. This section would also provide \$42 million for local technical assistance costs and administrative costs.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Sharon L. Landers

ATTACHMENTS:

1. NACAA Reference Summary for Clean Air Agencies
2. Environment and Public Works – Inflation Reduction Act of 2022 – Section-by-Section
3. Inflation Reduction Act - Fact Sheet - California



THE 2022 IRA: A Reference Summary for Clean Air Agencies

www.4cleanair.org | August 15, 2022

The 2022 IRA: A Reference Summary for Clean Air Agencies

August 15, 2022

The U.S. House of Representatives and U. S. Senate have passed the “Inflation Reduction Act of 2022” (“The IRA”), (H.R. 5376). The U.S. Senate passed the IRA on August 7, 2022 and the U.S. House passed the bill on August 12, 2022 using the budget reconciliation process, and it now awaits signature by President Biden. In total it includes \$450 billion in spending investments and tax expenditures to tackle climate change, promote domestic energy production, and reduce the price of health care. It contains \$369 billion in climate and clean energy investments.

The IRA includes tax credits and funding for systems that will reduce greenhouse gas emissions from power plants and other industrial sources, as well as tens of billions of dollars to help state and local governments reduce greenhouse gas emissions, purchase low emission or zero-emission equipment, and improve their compliance with federal emission standards. It mandates a fee paid by the oil and gas industry on excess releases of methane. It provides a variety of energy efficiency, electrification, carbon capture, and clean energy tax credits and funding. It greatly expands existing tax incentives for the U.S. manufacture and sale of zero-emission electric vehicles, and tax incentives to increase the U.S. supply chain for other clean energy technologies. Finally, it provides tax credits and funding for projects in disadvantaged communities to address disproportionate environmental and public health harms caused by pollution and climate change.

This brief provides a summary of provisions that are of highest interest to state, city and county clean air agencies. It then includes a by-page list of funding and programs that affect air pollution and climate change that are included in the bill, first those that will be administered through the U.S. Environmental Protection agency (EPA); and then those administered through other federal agencies including the Department of Transportation, (DOT), Department of Agriculture (USDA), Department of Energy (DOE), and others.

A pre-signature copy of the bill can be located at <https://www.congress.gov/bill/117th-congress/house-bill/5376>

For more information contact Miles Keogh, Executive Director of NACAA, mkeogh@4cleanair.org.

Summary of Key Clean Air and Climate Provisions

The law provides funding for state and local governments under Clean Air Act (CAA) §103, §105, and a new §137, to reduce greenhouse gas emissions, purchase low-emission or zero-emission equipment, and improve their compliance with federal emission standards. Among the provisions, it creates a new §137 of the CAA and appropriates \$5 billion to EPA for grants to state, tribal, and municipal governments and air pollution control agencies to develop and implement greenhouse gas reduction plans in all 50 states. Of the total, \$250 million is for planning grants that can be spent over 5 years by state and local air pollution control agencies. The bill also offers \$25 million for grants to support and implement clean air agency programs, and \$5 million for grants to help states adopt greenhouse gas and zero-emission standards for vehicles under §177 of the CAA.

Note on the law's Sec. 60114. "Climate Pollution Reduction Grants" (Pages 687-690). This section of the law creates a new "Sec. 137. Greenhouse Gas Air Pollution Plans And Implementation Grants" in the CAA, and may be useful for this and future funding to go to eligible entities to engage in GHG planning and implementation efforts. It appropriates "in addition to amounts otherwise available" \$250 million available until September 30, 2031 for state, local and tribal agencies to develop greenhouse gas emission reduction plans, and creates a \$4.75 billion pool of funds for implementation of those plans by those agencies, to be competitively awarded.

In addition, the Inflation Reduction Act provides a separate \$27.0 billion for a new EPA "Greenhouse Gas Reduction Fund" to help communities rapidly acquire and deploy low- and zero-emission products, technologies and services including \$20.0 billion for competitive grants to nonprofit organizations and for projects in low income and disadvantaged areas. The remaining \$7 billion is for competitive grants to states, municipal governments, Tribes, and nonprofits to provide financial aid and technical assistance to help low-income and disadvantaged communities deploy or benefit from zero-emission technologies.

The IRA appropriates \$206 million for EPA monitoring programs, including \$117.5 million under §103 and §105 of the CAA to deploy and maintain fence-line air monitoring, screening air monitoring, national air toxics trend stations, and other air toxics community monitoring. That total includes \$50 million for multipollutant monitoring stations and to replace, repair, operate and maintain existing monitors; \$20 million for state and local agencies to monitor for methane emissions; \$15 million to address emissions from wood heaters; and \$3 million to deploy, integrate and operate air quality sensors in low-income and disadvantaged communities. It provides \$18 million to update EPA's Integrated Compliance Information System (ICIS) and an additional \$3 million to help states, localities, and Tribes improve their ICIS submissions. It also provides \$40 million for EPA to improve its permitting and approval review process.

It provides EPA with \$3.0 billion aid to help port authorities install zero-emission port equipment, conduct planning and permitting activities, and to develop and implement climate action plans. Of the total, \$750 million is allocated for grants and rebates in non-attainment areas.

The IRA provides \$60 million for grants, rebates and loans under the Diesel Emissions Reduction Act (DERA) program and appropriates \$1.0 billion for EPA grants and rebates to help state and local governments replace heavy-duty commercial vehicles (such as transit buses, school buses, garbage

trucks and street sweepers) with zero-emission vehicles. Of the total, \$400 million must be used for grants and rebates in non-attainment areas.

It provides \$37.5 million for grants to help reduce air pollution and greenhouse gas emissions at schools in low-income and disadvantaged communities, and \$12.5 million for technical assistance to help low-income and disadvantaged school districts address air pollution and develop school environmental quality plans. It also provides \$87 million for EPA education and outreach to consumers and industry about reductions in greenhouse gas emissions related to domestic electricity generation and use, including \$68 million for technical assistance to industry and state and local governments and to educate consumers.

The IRA provides \$3.0 billion for EPA environmental and climate justice block grants to nonprofit organizations in disadvantaged communities for pollution monitoring, prevention and remediation, as well as investments in low- and zero-emissions technologies and infrastructure; mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions and wildfires; reducing indoor toxins and indoor air pollution; facilitating engagement of disadvantaged communities; and other activities and projects to promote climate resilience.

The law extends and expands the tax credit for carbon capture systems at power plants and other industrial facilities (the current tax credit expires at the end of 2025), as well as credits and incentives for direct air capture facilities. The bill gives \$5.8 billion to the U.S. Department of Energy to subsidize industrial investments in emission reduction technologies and processes.

The IRA imposes a new federal fee on excess methane emissions from onshore and offshore oil and natural gas production, natural gas processing and storage facilities, pipelines, and liquefied natural gas export terminals. The fee would start in 2024 at \$900 for every ton of methane in excess of certain thresholds, increasing to \$1,200 a ton in 2025 and then \$1,500 a ton in 2026 and subsequent years. The bill also appropriates \$1.6 billion for EPA grants for emissions monitoring, reporting and methane-reduction projects at oil and gas facilities.

Numerous other agencies and programs would be funded, including to engage in long-term climate modeling, agricultural and forest conservation programs, and tax and spending provisions to promote the development and use of clean fuels for industrial and transportation uses.

For further information: <https://www.congress.gov/bill/117th-congress/house-bill/5376>

IRA Provisions Providing Funding or Programs the Environmental Protection Agency (EPA)

1. EPA: Clean Heavy-Duty Vehicles pp. 650 - 653

- \$600M FY22 through Sep. 30, 2031
- \$400M FY22 through Sep. 30, 2031 FOR NONATTAINMENT AREAS
- BEGINNING NO LATER THAN 180 DAYS AFTER ENACTMENT
- Grants and rebates for up to 100% of costs:
 - Incremental costs of replacing an eligible vehicle that is not a zero-emission vehicle with a zero-emission vehicle, based on the market value of the vehicles
 - Purchasing, installing, operating, and maintaining infrastructure needed to charge, fuel, or maintain zero-emission vehicles
 - Workforce development and training to support maintenance, charging, fueling, and operation of zero-emission vehicles
 - Planning and technical activities to support the adoption and deployment of zero-emission vehicles
- Eligible Contractor: has the capacity to sell, lease, license, or contract for service zero-emission vehicles, or charging or other equipment; able to arrange for financing a sale, lease, or contract for service
- Eligible recipient: State, municipality, Indian tribe, a nonprofit school transportation authority

2. EPA: Grants to Reduce Air Pollution at Ports pp. 653 - 657

- \$2.25B FY22 through Sep. 30, 2027
 - Rebates and grants on a competitive basis to purchase or install zero-emission port equipment or technology; conduct relevant planning or permitting in connection with installation of zero-emission equipment or technology; develop qualified climate action plans
- \$750M FY22 through Sep. 30, 2027
 - FOR NONATTIANMENT AREAS: Rebates and grants to purchase or install zero-emission port equipment or technology; conduct relevant planning or permitting in connection with installation of zero-emission equipment or technology; develop qualified climate action plans
- Eligible recipients: port authority; State, regional, local, or Tribal agency that has jurisdiction over a port authority or a port; an air pollution control agency; a private entity that applies in partnership with one of the prior entities and owns, operates, or uses facilities, cargo-handling equipment, transportation equipment, or related technology of a port
- Qualified Climate Action Plan: establishes goals, implementation strategies, and accounting and inventory practices to reduce emissions of GHGs, criteria air pollutants; HAPs; includes strategies to collaborate and communicate with, and address potential effects on stakeholders impacted by implementation of the plan, including low-income and disadvantaged communities

3. EPA: GHG Reduction Fund pp. 658 - 663

- \$7B FY22 through Sep. 30, 2024
 - Grants beginning NO LATER 180 DAYS OF ENACTMENT
 - Competitive grants to States, municipalities, Tribal governments, and eligible recipients
 - To provide grants, loans, and other forms of financial assistance, including technical assistance to enable low-income and disadvantaged communities to deploy or benefit from zero-emission technologies, including distributed technologies on residential rooftops, and to carry out other GHG emission reduction activities
- \$11.97B FY22 through Sep. 30, 2024
 - Grants beginning NO LATER 180 DAYS OF ENACTMENT
 - Competitive grants for financial and technical assistance for direct investment and indirect investments
- \$8B FY22 through Sep. 30, 2024
 - Grants beginning NO LATER 180 DAYS OF ENACTMENT
 - Competitive grants to provide financial and technical assistance in low-income and disadvantaged communities
- \$30M FY22 through Sep. 30, 2031
 - Administrative costs to carry out section
- Direct Investments: the recipient shall provide financial assistance to qualified projects at national, regional, State and local levels; prioritize investments that would difficulty receiving other funding; retain, manage, recycle, and monetize all repayments and other revenue to ensure continued operability
- Indirect Investments: providing funding and technical assistance to establish new or support existing public, quasi-public, non-for-profit, or nonprofit entities that provide financial assistance to qualified projects at the state, local, territorial, or Tribal level, including community- and low-income focused lenders and capital providers
- Eligible entity: in addition to states, municipalities, and Tribal governments; nonprofit org that is designed to provide capital, leverage private capital, other forms of financial assistance for the rapid deployment of low- and zero-emission products, technologies and services; does not take deposits other than deposits for repayments and other revenue from financial assistance provided by these grants; is funded by public or charitable contributions

4. EPA: Diesel Emission Reductions p. 663

- \$60M FY22 through Sep. 30, 2031
- Identify and reduce diesel emissions resulting from goods movement facilities, and vehicles servicing goods movement facilities, in low-income and disadvantaged communities to address the health impacts of such emissions and such communities

5. EPA: Funding to Address Air Pollution pp. 663 - 667

- \$117.5M FY22 through Sep. 30, 2031
 - Grants under §§103 & 105 to deploy, integrate, support, and maintain fence line air monitoring, screening air monitoring, national air toxics trends stations, and other air toxics and community monitoring
- \$50M FY22 through Sep. 30, 2031

- Grants under §§103 & 105 to expand NAAQS network with new multipollutant monitoring stations; replace, repair, operate, and maintain existing monitors
 - \$3M FY22 through Sep. 30, 2031
 - Grants under §§103 & 105 to deploy, integrate, and operate air quality sensors in low-income and disadvantaged communities
 - \$15M FY22 through Sep. 30, 2031
 - Grants under §§103 & 105 for testing and other EPA activities to address emissions from wood heaters
 - \$20M FY22 through Sep. 30, 2031
 - Grants under §§103 & 105 for monitoring of methane emissions
 - \$25M FY22 through Sep. 30, 2031
 - Grants under §§103 & 105
 - \$45M FY22 through Sep. 30, 2031
 - Grants to carry out GHG emissions work under §§111, 115, 165, 177, 202, 211, 213, 231, & 612
 - \$5M FY22 through Sep. 30, 2031
 - Grants to States to adopt and implement GHG and zero-emissions standards for mobile sources pursuant to §177
6. EPA: Funding to Address Air Pollution at Schools pp. 667 - 668
- \$37.5M FY22 through Sep. 30, 2031
 - Grants and activities to monitor and reduce air pollution and GHG emissions at schools in low-income and disadvantaged communities
 - \$12.5M FY22 through Sep. 30, 2031
 - Providing technical assistance to schools in low-income and disadvantaged communities to address environmental issues, develop school environmental quality plans that include standards for school building, design, construction, and renovation; identify and mitigate ongoing air pollution hazards
7. EPA: Low Emissions Electricity Program pp. 668 - 670
- \$17M FY22 through Sep. 30, 2031 consumer-related education with respect to reductions in GHG emissions from domestic electricity generation and use
 - \$17M FY22 through Sep. 30, 2031 education, technical assistance, and partnerships with low-income and disadvantaged communities with respect to reductions in GHGs emissions that results from domestic electricity generation and use
 - \$17M FY22 through Sep. 30, 2031 industry-related outreach and technical assistance with respect to reductions in GHG emissions that result from domestic electricity generation and use
 - \$17M FY22 through Sep. 30, 2031 outreach and technical assistance to State, Tribal, and local governments (including partnerships) with respect to reductions in GHG emissions that result from domestic electricity generation and use
 - \$1M FY22 through FY23 to estimate the amount of GHG reductions on an annual basis that result from domestic electricity generation and use through FY2031
 - \$18M FY22 through Sep. 30, 2031 to ensure that reductions in GHGs from domestic energy generation and use are achieved using the authorities of the Act

8. EPA: Funding for Section 211(O) of Clean Air Act (emissions and fuel testing) pp. 670 - 672
 - \$5M FY22 through Sep. 30, 2031
 - Development and establishment of tests and protocols regarding environmental and public health effects of a fuel or fuel additives
 - Data collection and analyses to regularly update regulations, guidance, and procedures for determining lifecycle GHG emissions of a fuel
 - Review, analyze, and evaluate impacts of all transportation fuels, including fuel lifecycle implications on the general public and low-income and disadvantaged communities

9. EPA: Funding Implementation of the American Innovation and Manufacturing (AIM) Act pp. 672 - 673
 - \$20M FY22 through Sep. 30, 2026
 - EPA to develop new implementation and compliance tools to carry out AIM
 - \$15M FY22 through Sep. 30, 2026
 - Competitive grants for reclaim and innovation destruction technologies

10. EPA: Environmental Product Declaration Assistance pp. 676 - 678
 - \$250M FY22 through Sep. 30, 2031
 - Support development and enhanced standardization and transparency of environmental product declarations for construction materials and products
 - Grants to businesses that manufacture construction materials and products for developing and verifying environmental product declarations
 - Grants to States, Indian Tribes, and nonprofit orgs to support such businesses
 - Grants to businesses to provide technical assistance to develop and verify environmental product declarations
 - Grants to States, Indian Tribes, and nonprofit orgs to support such businesses
 - Activities to assist in measuring, reporting, and steadily reducing the embodied carbon of construction materials and products

11. EPA: Methane emissions reduction program pp. 678 - 687
 - \$850M FY22 through Sep 30, 2028, Clean Air Act after §136
 - Grants, contracts, loans from EPA to owners and operators of facilities for financial and technical assistance to report methane emissions to EPA
 - Grants, rebates, contracts, loans, under Section 103 of CAA for methane emissions monitoring
 - Grants, rebates, contracts, loans from EPA to improve climate resiliency of communities and petroleum and natural gas systems
 - Improving deployment of methane and other GHGs and waste
 - Supporting innovation in reducing methane and other GHGs
 - Mitigating health effects of methane and other GHGs and legacy air pollution from petroleum and NG systems in low-income and disadvantaged communities

12. GHG Air Pollution Plans & Implementation Grants pp. 687 - 690

- \$250M for at least one eligible entity in each state to develop a plan for FY22 - Sep 30, 2026; Clean Air Act §137
 - Cover costs of developing a plan for the reduction of GHG to be submitted with application for the implementation funds
- \$4.75B for GHG implementation grants, FY22 available through Sep. 30 2026
 - Predicted amount of GHG reductions, including with respect to low-income and disadvantaged communities
 - Quantifiable, specific, additional, permanent reductions of GHGs
- Eligible entities: a State, an air pollution control agency, a municipality, an Indian Tribe, or a group of these entities

13. EPA: Efficient, Accurate, and Timely Reviews p. 691

- \$40B FY22 through Sep 30, 2026
- Provide for development of efficient, accurate and timely reviews for permitting and approval processes through the hiring and training of personnel, documents and guidance, scientific information, environmental data or information systems, stakeholder and community engagement, new equipment for environmental analysis, development of GIS

14. EPA: Low-embodied carbon labeling for construction materials pp. 691 - 693

- \$100M FY22 through Sep. 30, 2026
- In consultation with FHWA for construction materials used in transportation, and GSA for construction materials used for federal buildings
- Identify and label low-embodied carbon construction materials and products

15. EPA: Environmental and Climate Justice Block Grants pp. 694 - 696

- \$2.8B for grants through Sep. 30, 2026
- \$200M for technical assistance through Sep. 30, 2026
- Community-led air and other pollution monitoring, prevention, and remediation, and investments in low- and zero-emission and resilient technologies and related infrastructure and workforce development
- Mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfire events
- Climate resiliency and adaptation
- Reducing indoor toxics and indoor air pollution
- Facilitating engagement of disadvantaged communities in state and federal public processes
- Eligible entities: partnerships of Indian tribes, local governments, higher ed institutions, community-based nonprofit orgs

IRA Provisions Addressing Non-EPA Federal Funds and Programs

16. IRS: Clean Vehicle Credit pp. 366 - 392

- Runs through Dec. 31, 2032
- New Clean Vehicle Rebate: 2 rebates of \$3750 each, based on 1) content of critical materials in the battery (seeking to increase content recycled in the US); and 2) the content of battery that was manufactured in the US (seeking to increase the amount of the battery manufactured or assembled in the US); limitations based adjusted gross income
- Manufacturer limits on rebates repealed
- Used Clean Vehicle Rebate: \$4k or 30% of purchase prices; limitations on adjusted gross income to receive the credit; can't have received a credit under the section 3 years prior;

17. USDA: Commodity Credit Corporation: pp 527-537

Environmental quality incentives program:

- \$250M FY23; \$1.75B FY24; \$3.0B FY25; \$3.45B FY26
- Ag conservation practices that improve soil carbon, reduce N losses or GHG emissions, or capture or sequester GHG assoc. with Ag production
- Prioritize projects and activities that address climate through ag management production, including by GHG reductions or GHG emission avoidances
- Includes prioritization of diet and feed management to reduce enteric methane emissions from ruminants (\$50B?)

Conservation stewardship program:

- \$250M FY23; \$500M FY24; \$1.0B FY25; \$1.5B FY26
- Ag conservation practices that improve soil carbon, reduce N losses or GHG emissions, or capture or sequester GHG assoc. with Ag production
- State or region specific bundles of ag conservation practices for cropland, pastureland, rangeland, nonindustrial private forest land, and transitions to organic or perennial production
- Prioritize projects and activities that address climate through ag management production, including by GHG reductions or GHG emission avoidances

Ag conservation easement program

- \$100M FY23; \$200M FY24; \$500M FY25; \$600M FY26
- Prioritize projects and activities that address climate through ag management production, including by GHG reductions or GHG emission avoidances

Regional conservation partnership program

- \$250M FY23; \$1.2B FY24; \$2.25B FY25; \$3.05B FY26
- Prioritize projects and activities that address climate through ag management production, including by GHG reductions or GHG emission avoidances

NRCS technical assistance

- FY22 funding available through Sep. 30, 2031
- \$1B to NRCS for technical assistance;
- \$300M for carbon sequestration, GHG emissions quantification, including field-based data for C sequestration and GHG emissions reductions
- Use the data to track GHG emissions and C sequestration through the GHG Inventory & Assessment Program at USDA

18. USDA: Farm Security & Rural Investment Act pp. 538-539

- Additional Funding for Electric Loans for Renewable Energy
- \$1.0B from FY22 and available until Sep. 30, 2031
- Loans under Rural Electrification Act
- Includes loans for electricity storage
- Loan forgiveness available, up to 50%

19. USDA: Rural Energy for America Program pp. 539-540

- \$820,250,000 for FY22, available until Sep 31, 2031
- \$180,276,500 each year for FY23-FY27, available until Sep 31, 2031
- Includes provisions for underutilized renewable energy technologies
- Provide technical assistance for applying to the program
- 50% fed share

20. USDA: Biofuel Infrastructure pp. 541-542

- \$500M from FY22, available through Sep 30, 2031
- 75% fed share
- Increase sale and use of ag commodity-based fuels through infrastructure improvements for blending, storing, supplying, or distributing biofuels
- Installing, retrofitting, upgrading fuel dispensers or pumps and related equipment, storage tank system components to increase sales of high levels of commodity-based ethanol and biodiesel
- Building and retrofitting home heating oil distribution centers for ethanol and biodiesel blends

21. USDA: Assistance for Rural Electrification Coops pp. 543-545

- \$9.7B FY22, available through Sep. 30, 2031
- Long-term resiliency, reliability, and affordability of rural electric systems
- Financial assistance, including loans and costs of loans, to purchase renewable energy systems, zero-emission systems, and carbon-capture systems (including deployment), and make energy efficiency improvements to generation and transmission systems
- Goal of achieving the greatest reduction of GHGs associated with rural electric systems

- 25% fed contribution limit to grants

22. USDA/USFS: Competitive Grants for Non-Federal Forest Landowners pp. 552-555

Cooperative Forestry Assistance Act:

- \$150M FY22, available through Sep 30, 2031
- Carry out climate mitigation and forest resilience practices of underserved forest landowners

- \$150M FY22, available through Sep 30, 2031
- Support participation of underserved forest landowners in emerging private markets for climate mitigation or forest resiliency

- \$100M FY22, available through Sep 30, 2031
- Support participation of forest landowners who own less than 2,500 acres in emerging private markets for climate mitigation or forest resiliency

- \$50M FY22, available through Sep. 30, 2031
- Competitive grant to states and other entities
- Provide payments to private forest land owners for implementation forestry practices on private forest lands that provide measurable increases in carbon sequestration and storage beyond customary practices

Non-Federal cost-share of no less than 20% is required, but also waivable

23. USDA/USFS: State and Private Forestry Conservation Programs pp. 555-557

Forest Legacy Program

- \$700M FY22, available through Sep. 30, 2031
- Competitive grants to states to acquire land and interests in land
- Priority given to applications that offer significant natural carbon sequestration benefits

Urban and Community Forestry Assistance program

- \$1.5B FY22, available through Sep. 30, 2031
- Competitive grants to State agency, local government, Indian Tribe, or non-profit org
- Tree planting and related activities
- Priority for benefits to underserved populations and areas
- Non-federal cost-share requirement may be waived

24. HUD: Improving Energy Efficiency or Water Efficiency or Climate Resilience of Affordable Housing pp. 557-561

- \$837.5M FY22, available through Sep. 30, 2028
- Direct loans and grants
- Projects that improve energy or water efficiency, indoor air quality or sustainability, implement low-emissions technologies, materials, or processes, including zero-emission electricity generation, energy storage, or building electrification, or address climate resilience

- \$60M FY22, available through Sep. 30, 2029
- Carry out property climate risk, energy, or water assessments, due diligence, and underwriting functions

- \$42.5M FY22, available through Sep. 30, 20328
- Energy and water benchmarking of properties eligible to receive grants or loans
- Associated data analysis and evaluation at the property and portfolio level and IT systems necessary for the collection, evaluation, and analysis of such data

25. NOAA: Investing in Coastal Communities Climate Resilience pp. 561-562

- \$2.6B FY22, available through Sep. 30, 2026
- Direct expenditures, contracts, grant, cooperative agreements, technical assistance to coastal state through Coastal Zone Management Act
- States, Tribal Governments, nonprofit organizations, local governments, higher ed institutions
- Conservation, restoration, protection of coastal and marine habitats and resources, fisheries, and enable coastal communities to prepare for extreme storms and other changing climate conditions

26. NOAA: Research and Forecasting for Weather and Climate p. 546

- \$150M FY22, available through Sep. 30, 2026
- Accelerate advances and improvements in research, observation systems, modeling, forecasting, assessments, and dissemination of information
- Focus on ocean and atmospheric processes related to weather, coasts, oceans, and climate

27. NOAA: Computing Capacity and Research for Weather, Oceans, and Climate p. 565

- \$190M FY22, available through Sep. 30, 2026
- Procurement of additional high-performance computing, data processing capacity, data management, and storage assets

28. NOAA: Alternative Fuel and Low-Emission Aviation Technology Program pp. 556-572

- Funds for FY22, available through Sep. 30, 2026
- \$244,530,000 for projects related to production, transportation, blending, or storage of sustainable aviation fuel (SAF)
- \$46,530,000 for projects related to low-emissions aviation technologies
- \$5,940,000 for grant awards in this area
- Includes assessment of lifecycle analysis of sustainable and low-emission aviation fuel, including feedstock and fuel production and potential direct and indirect GHG emissions from land use changes
- Study of use of waste carbon oxides and direct air capture
- At least 1 methodology for testing the lifecycle GHG emissions for sustainable aviation fuel must be adopted within 2 years
- Eligible entities: states, local governments, an air carrier, an airport sponsor, higher ed institution, entity engaged in the production, transportation, blending, or storage of SAF, entity engaged in development, demonstration, or application of low emission aviation technologies, nonprofit organizations with experience in SAF, low-emission aviation technologies, or other clean transportation research programs
- Defines SAF as a fuel that achieves at least a 50% lifecycle GHG emission reduction compared to petroleum-based jet fuel
- 75% federal share for projects
- 90% federal share for projects available for projects at small hub airports and nonhub airports

29. DOE: Home Energy Performance-based, Whole-house Rebates pp. 573

- \$4.3B FY22, available through Sep. 30, 2031
- Grants to state energy offices to develop a HOMES rebate program

30. DOE: High-efficiency Electric Home Rebate Program pp 583 - 595

- \$4.275B FY22, available through Sep. 30, 2031 for State energy offices
- \$225M FY22, available through Sep. 30, 2031 for Indian Tribes
- Funds to develop and implement a high-efficiency electric home rebate program
- State funds based on allocation formula for State Energy Programs in effect on Jan. 1, 2022
- Indian Tribes must apply for funding
- Provides for redistribution of unspent funds after 2 years to state operating a high-efficiency electric home rebate program
- Rebates allowed for heat pump water heater; heat pump space heating or cooling; electric stove, cooktop, or oven; electric heat pump clothes dryer
- Uses area median income for income-based grant allowances
- State energy office or Indian Tribe may use up to 20% of a grant for administrative purposes

31. DOE: State-based Home Energy Efficiency Contractor Training Grant pp. 595 -

- \$200M FY22, available through Sep. 30, 2031
- Provide training and education to contractors involved in installation of home energy efficiency and electrification improvements, including eligible rebates under a HOMES rebate program

32. DOE: Assistance for Latest and Zero Building Energy Code Adoption pp. 597 - 599
- \$330M FY22, through Sep. 30, 2029
 - Assist states to adopt a building energy code for residential buildings that meets or exceeds the 2021 International Energy Conservation Code, or achieved equivalent or greater energy savings; building energy code(s) for commercial buildings that meet or exceeds ANSI/ASHRAE/IES Standard 90.1-2019, or achieves equivalent or greater energy savings;
 - State match required in Dept of Interior and Related Agencies Appropriation Act of 1985 (Dept of Energy - Energy Conservation item, specifically) DOES NOT APPLY
33. DOE: Advanced Technology Vehicle Manufacturing
- \$3B FY22 through Sep. 30, 2028
 - Direct loans under Energy Independence and Security Act for reequipping, expanding, or establishing a manufacturing facility in the US to produce or for engineering integration performance in the US of advanced technology vehicles that have low- or zero-emissions at the tailpipe for GHGs
34. DOE: Domestic Manufacturing Conversion Grants pp. 604 - 605
- \$2B FY22 through Sep. 30, 2031
 - Grants for domestic production of efficient hybrid, plug-in electric hybrid, plug-in electric drive, and hydrogen fuel cell electric vehicles
 - COST SHARE: grant recipient must provide for not less than 50% project cost
35. DOE: Energy Infrastructure Reinvestment Financing pp. 605 - 608
- \$5B FY22 through Sep. 30, 2026
36. DOE: Tribal Energy Loan Guarantee Program p. 608
- \$75B FY22 through Sep. 30, 2028
37. DOE: Transmission Facility Financing pp. 609 - 610
- \$2B FY22 through Sep. 30, 2030
38. DOE: Grants to Facilitate the Siting of Interstate Electricity Transmission Lines pp. 610 - 615
- \$760M FY22 through Sep. 30, 2029
39. DOE: Interregional and Offshore Wind Electricity Transmission Planning, Modeling, and Analysis pp. 615 - 617

- \$100M FY22 through Sep. 30, 2031

40. DOE: Advanced Industrial Facilities Deployment Program pp. 618 - 620

- \$5.812B FY22 through Sep. 30, 2026
- Provide financial assistance (grant, rebate, direct loan, or cooperative agreement) on a competitive basis to
 - Purchase, install, or implement advanced industrial technology
 - Retrofit, upgrade, or operational improvements to implement advanced industrial technology
 - Engineering studies and other work to prepare an eligible facility
- Prioritization of funds: expected GHG reductions; projects that would provide the greatest benefit for the greatest number of people where the facility is located; whether the eligible facility would partner with purchasers of the facility's output
- COST SHARE: a recipient must provide no less than 50% of costs of the project
- ELIGIBLE ENTITY: owner or operator of an eligible facility
- Eligible facility: domestic, non-Federal, nonpower industrial or manufacturing facility engaged in energy intensive industrial processes, including production processes for iron, steel, steel mill products, aluminum, cement, concrete, glass, pulp, paper, industrial ceramics, chemicals, other energy intensive industrial processes

41. USFWS: Address Climate-induced Weather Events p. 697

- \$121.250M FY22 through Sep. 30, 2026
- Direct expenditures, award grants, enter into contracts, and cooperative agreements
 - Address the threat of invasive species
 - Increase resiliency and capacity of habitats and infrastructure to withstand climate-induced weather events
 - Reducing the amount of damage caused by climate-induced weather events

42. CEQ: Environmental and Climate Data Collection pp. 698 - 699

- \$32.5M FY22 through Sep. 30, 2026
- Support data collection efforts related to:
 - Disproportionate negative environmental harms and climate impacts
 - Cumulative impacts of pollution and temperature rise
 - Establish, expand, maintain efforts to track disproportionate burdens and cumulative impacts, including academic and workforce support for analytics and informatics infrastructure and data collection systems
 - Ensure any mapping or screening tool is accessible to community-based organizations and community members

43. FHWA: Neighborhood Access and Equity Grant Program

- \$1.893B FY22 through Sep. 30, 2026
- Competitive grants to

- Improve walkability, safety and affordable transportation access
- Mitigate or remediate negative impacts on the human or natural environment in disadvantaged or unserved communities

LEGISLATIVE COMMITTEE
MEETING OF 10/03/2022

INFLATION REDUCTION ACT (H.R. 5376, as amended by the Senate)
ENVIRONMENT AND PUBLIC WORKS COMMITTEE TITLE (Title VI)
SECTION BY SECTION

Subtitle A—Air Pollution

Sec. 60101. Clean Heavy-Duty Vehicles.

This section provides a total of \$1 billion to the Environmental Protection Agency (EPA) to award grants and rebates to help replace dirty medium and heavy-duty vehicles with zero-emitting vehicles. Class 6 and class 7 vehicles are vehicles weighing between 19,501 and 33,000 pounds, and include the millions of garbage trucks, beverage trucks, tow trucks, school buses, and single-axle trucks on the road today. Of that funding, \$400 million is provided for eligible vehicles that would serve communities located in areas designated as nonattainment for air pollution. Of amounts made available in this section, 3 percent is reserved for administrative costs.

Sec. 60102. Grants to Reduce Air Pollution at Ports.

This section provides \$3 billion to EPA to award rebates and grants on a competitive basis for the purchase or installation of zero-emissions port equipment and technology and the development of climate action plans to reduce air pollutants at ports. Funding for zero-emission equipment or technology shall not be used for automation. Of that funding, \$750 million is provided for ports located in areas designated as nonattainment for air pollution. Of amounts made available in this section, 2 percent is reserved for administrative costs.

Sec. 60103. Greenhouse Gas Reduction Fund.

This section provides \$27 billion in funding to EPA to help leverage private investments in projects that combat climate change. Over 40% of these investments will go to low-income and disadvantaged communities, who often struggle to find financing for clean energy projects that reduce greenhouse gas emissions. These funds are available until September 30, 2024. Funding is not technology specific. \$30 million is designated for administrative costs.

Sec. 60104. Diesel Emissions Reductions.

This section provides \$60 million in funding to EPA to address diesel emissions through the Diesel Emissions Reduction Act (DERA) program. This money can be used for grants, rebates, and loans to identify and reduce diesel emissions resulting from goods movement facilities and vehicles servicing such facilities in low-income and disadvantaged communities to address the health impacts of these emissions in these communities. Of amounts made available in this section, 2 percent is reserved for administrative costs.

Sec. 60105. Funding to Address Air Pollution.

This section provides \$235.5 million to fund climate and clean air activities, including:

1. \$117.5 million for grants and other activities for air toxics and community air quality monitoring systems pursuant to subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.
2. \$50 million for grants and other activities to expand, replace, repair, operate and maintain the national ambient air quality multipollutant monitoring network pursuant to

subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.

3. \$3 million for grants and other activities to deploy, integrate, and operate air quality sensors in low-income and disadvantaged communities, pursuant to subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.
4. \$15 million for grants and other activities for testing and other agency activities related to reducing pollution from wood heaters under subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.
5. \$20 million for grants and other activities for methane emissions monitoring pursuant to subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.
6. \$25 million for grants and other activities pursuant to subsections (a) through (c) of section 103 of the Clean Air Act and section 105 of that Act.
7. \$5 million for grants to States to adopt and implement greenhouse gas and zero emission standards for mobile sources pursuant to section 177 of the Clean Air Act.

Sec. 60106. Funding to Address Air Pollution at Schools.

This section provides EPA with \$50 million for grants and other activities to monitor and reduce air pollution and greenhouse gas emissions at schools pursuant to sections 103 and 105 of the Clean Air Act. Of those funds, \$37.5 million is provided for grants to monitor and reduce air pollution and greenhouse gas emissions at schools in low-income and disadvantaged communities, and \$12.5 million is provided for technical assistance to help schools address environmental issues, identify and mitigate ongoing air pollution hazards, and develop school environmental quality plans that include standards for school building design, construction, and renovation.

Sec. 60107 Low Emissions Electricity Program.

This section provides a total of \$87 million for the establishment of an EPA low emissions electricity program. Two percent of amounts made available in this section is reserved for administrative costs. Of the funds in this section:

1. \$17 million is provided for consumer-related education and partnerships;
2. \$17 million is provided for education, technical assistance, and partnerships within low-income and disadvantaged communities;
3. \$17 million is provided for industry-related outreach and technical assistance;
4. \$17 million is provided for outreach and technical assistance to State and local governments;
5. \$1 million is provided for assessing the anticipated reductions in greenhouse gas emissions that result from changes in domestic electricity generation and use through fiscal year 2031; and
6. \$18 million is provided to ensure that reductions in greenhouse gas emissions are achieved through the authorities of the Act.

Sec. 60108. Funding for Section 211(O) of the Clean Air Act.

This section provides \$15 million to EPA for alternative renewable fuels programs. Of these funds, \$5 million is provided for the purpose of testing fuels and fuel additives with respect to

August 10, 2022

Keyed to Senate Amendment as passed on August 7, 2022

environmental and public health effects, and \$10 million is provided for grants to support investments in advanced biofuels, which are fifty percent cleaner than traditional fuels.

Sec. 60109. Funding for Implementation of the American Innovation and Manufacturing Act.

This section provides \$38.5 million to EPA to carry out the American Innovation and Manufacturing (AIM) Act (section 103 of division S of the Consolidated Appropriations Act, 2021 to phase down hydrofluorocarbons, or HFCs). Of these funds, \$20 million is provided for general implementation of the AIM Act, \$3.5 million is provided to fund the deployment of implementation and compliance tools, and \$15 million is to fund competitive grants for reclaim and innovative HFC destruction technologies. Of amounts made available for competitive grants, 5 percent is reserved for administrative costs necessary to carry out the grant program.

Sec. 60110. Funding for Enforcement Technology and Public Information.

This section provides \$25 million for EPA's enforcement technology and public information. Of these funds, this section provides \$18 million to update the Integrated Compliance Information System and any associated systems, necessary information technology infrastructure, or public access software tools to ensure access to compliance data and related information. Second, the section provides \$3 million for grants to States, Indian Tribes, and air pollution control agencies to update the systems of those entities to ensure communication with the EPA's Integrated Compliance Information System and any associated systems. Third, the section provides \$4 million to acquire or update inspection software and related devices for use by the Agency, States, Indian Tribes, and air pollution control agencies.

Sec. 60111. Greenhouse Gas Corporate Reporting.

This section provides \$5 million for EPA to carry out a program that helps enhance standardization and transparency of corporate climate action commitments and plans to reduce greenhouse gas emissions.

Sec. 60112. Environmental Product Declaration Assistance.

This section provides \$250 million to EPA to support the development, standardization, and transparency of environmental product declarations for construction materials and products. With these funds, EPA will provide technical assistance and grants to businesses that manufacture these materials to develop and verify environmental product declarations. The funds can also be used to carry out other activities that assist in measuring and steadily reducing the quantity of embodied carbon of construction materials and products. Of amounts made available in this section, 5 percent is reserved for administrative costs.

Sec. 60113. Methane Emissions Reduction Program.

This section provides \$1.55 billion to EPA to provide loans, rebates, contracts, and grants to help businesses subject to the methane emissions reduction program reduce methane emissions from petroleum and natural gas systems to better monitor methane emissions and to help address legacy pollution from the oil and gas sector. Starting in 2024, this program would implement a charge on the prior-year tons of methane emissions from oil and natural gas systems reported to the EPA Greenhouse Gas Registry that exceed industry-specific thresholds, determined by the amount of the natural gas or oil sent to sale. The charge is only on emissions above the set

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thresholds, and any emissions due to delays in gathering line and transmission infrastructure environmental permitting are exempt. This section also requires EPA to update the Greenhouse Gas Registry.

Sec. 60114. Climate Pollution Reduction Grants.

This section provides \$5 billion for a competitive grant program for state planning and implementation of greenhouse gas reduction programs. Specifically, this section provides EPA with \$250 million for planning grants and \$4.75 billion for implementation grants for programs, policies, measures, and other investments that will achieve or facilitate greenhouse gas emission reductions. Entities eligible to receive grants include States, air pollution control agencies, municipalities, Indian tribes, and groups of one or more such entities. Of amounts made available in this section, 3 percent is reserved for administrative costs. This provision is similar to the Carbon Reduction Program within the Bipartisan Infrastructure Law.

Sec. 60115. Environmental Protection Agency Efficient, Accurate, and Timely Review.

This section provides EPA with \$40 million to improve the efficiency of environmental reviews, permitting and project approvals, including through the hiring and training of personnel, the development of environmental data or information systems and increased public engagement and transparency.

Sec. 60116. Low-Embodied Carbon Labeling for Construction Materials.

This section provides \$100 million to EPA to carry out a program to identify and label low-embodied carbon construction materials and products. The materials would be identified based on environmental product declarations or determinations by State agencies. Determinations are made in consultation with the Administrators of the Federal Highway Administration and the General Services Administration. These funds may be used for administrative costs associated with conducting the activities under this section.

Subtitle B—Hazardous Materials

Sec. 60201. Environmental and Climate Justice Block Grants.

This section provides \$3 billion to EPA to award grants and provide technical assistance for environmentally-related activities that benefit disadvantaged communities. Of these funds, \$2.8 billion is provided for grants to support eligible activities, \$200 million is provided for technical assistance grants, and 7 percent is reserved for administrative costs. Eligible activities fall into five categories:

1. pollution monitoring, prevention and environmental remediation; investments in low- and zero-emission and resilient technologies and related infrastructure; and workforce development that help reduce greenhouse gas emissions and other air pollutants;
2. mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfire events;
3. climate resiliency and adaptation;
4. reducing indoor toxics and indoor air pollution; and
5. facilitating engagement of disadvantaged communities in State and Federal public processes, including facilitating such engagement in advisory groups, workshops, and rulemakings.

August 10, 2022

Keyed to Senate Amendment as passed on August 7, 2022

Subtitle C—United States Fish and Wildlife Service

Sec. 60301. Endangered Species Act Recovery Plans.

This section provides \$125 million to the United States Fish and Wildlife Service (FWS) for the development and implementation of recovery plans under section 4 of the Endangered Species Act (ESA).

Sec. 60302. Funding for the United States Fish and Wildlife Service to Address Climate-Induced Weather Events.

This section provides \$121.25 million to FWS for direct expenditures, grants, and contracts for rebuilding and restoring units of the National Wildlife Refuge System and state wildlife management areas, including by addressing the threat of invasive species and increasing the resiliency of habitats and infrastructure to withstand climate-induced weather events. This section also provides \$3.75 million for administrative costs related to carrying out this provision.

Subtitle D—Council on Environmental Quality

Sec. 60401. Environmental and Climate Data Collection.

This section provides \$32.5 million to the Chair of the Council on Environmental Quality (CEQ) to collect data and share information on cumulative impacts of pollution and temperature rise on communities, as well as to identify and map where those environmental harms and climate impacts are disproportionately burdensome.

Sec. 60402. Council on Environmental Quality Efficient and Effective Environmental Reviews.

This section provides \$30 million to the Chair of the CEQ to train personnel, develop programmatic and environmental documents, and improve stakeholder and community engagement.

Subtitle D—Transportation and Infrastructure

Sec. 60501. Neighborhood Access and Equity Grant Program.

This section amends title 23 of the United States Code to provide \$3 billion for a new program that provides competitive grants to States, local governments, Tribal governments, Territories and metropolitan planning organizations to improve transportation equity and accessibility and mitigate environmental impacts from transportation facilities. \$1.893 billion is provided for grants in three categories.

1. Construction of projects to remove, improve, or replace a transportation facility that is an obstacle to neighborhood connectivity, or projects to restore walkability and access in disadvantaged communities, or to improve access for bicyclists and pedestrians.
2. Projects to mitigate the effects of existing surface transportation facilities on safety and the environment, including air pollution, noise pollution, and stormwater runoff, and;
3. Predevelopment projects to conduct transportation-related planning, monitoring, community engagement, technical assistance, and capacity building.

August 10, 2022

Keyed to Senate Amendment as passed on August 7, 2022

Additionally, \$1.1 billion is provided for grants for economically disadvantaged communities, including communities located in areas of persistent poverty. This section would also provide \$42 million for local technical assistance costs and administrative costs.

Sec. 60502. Assistance for Federal Buildings.

This section provides \$250 million to the Federal Buildings Fund for converting and constructing federal facilities under the jurisdiction of the Administrator of General Services to high-performance green buildings.

Sec. 60503. Use of Low-Carbon Materials

This section includes \$2.15 billion for the General Services Administration to acquire and install low-embodied carbon materials and products for use in the construction or alteration of GSA-owned and operated buildings.

Sec. 60504. General Services Administration Emerging Technologies

This section includes \$975 million for the General Services Administration for emerging and sustainable technologies, and related sustainability and environmental programs.

Sec. 60505. Environmental Review Implementation Funds.

This section amends title 23 of the United States Code to provide \$100 million to the Administrator of the Federal Highway Administration (FHWA) to support efficient and effective environmental reviews for surface transportation projects. Funds under this program will support the work of FHWA to complete environmental reviews, and will also be provided to state and local entities to support their preparation of environmental documents and public engagement activities.

Sec. 60506. Low-Carbon Transportation Materials Grants.

This section amends title 23 of the United States Code to provide \$2 billion for the Administrator of the Federal Highway Administration to promote the use of innovative low-carbon construction materials on Federal-aid highways. The funding will enable the Administrator to provide incentives or reimbursements to bring innovative low-carbon construction materials and products to cost parity with traditional construction materials. Projects that receive a reimbursement under this grant program are also eligible for a Federal cost-share of up to 100 percent as an additional incentive for the use of innovative low-emission materials. Eligible materials under this program would be identified by the Administrator of the Environmental Protection Agency on the basis of their lower carbon emissions.

The Inflation Reduction Act Delivers Affordable Clean Energy for California

The Inflation Reduction Act is the most significant legislation in U.S. history to tackle the climate crisis and strengthen American energy security. It will lower energy costs for households and businesses, create manufacturing jobs for American workers, and deliver a clean, secure, and healthy future for our children and grandchildren. The savings, jobs, and other benefits provided by this legislation will reach communities across California.

President Biden promised to combat the existential threat of climate change and build a clean energy future that creates jobs, advances environmental justice, and lowers costs for families. He's following through on that promise with the Inflation Reduction Act and Bipartisan Infrastructure Law.

- **LOWER ENERGY COSTS:** The Inflation Reduction Act will make it more affordable for California families to purchase energy efficient appliances when they need to, make repairs around their homes, and save money on their utility bills each month, through:
 - Rebates covering 50-100% of the cost of installing new electric appliances, including super-efficient heat pumps, water heaters, clothes dryers, stoves, and ovens. In California, millions of low- and moderate-income households are eligible for rebates.
 - Rebates for households to make repairs and improvements in single-family and multi-family homes to increase energy efficiency.
 - Tax credits covering 30% of the costs to install solar panels and battery storage systems, make home improvements that reduce energy leakage, or upgrade heating and cooling equipment. No income limits apply. For solar, uptake projections estimate that over 930,000 additional California households will install rooftop panels as a result.
 - Tax credits covering 30% of the costs of community solar projects—owned by local businesses that sign up families to save on their electric bills—with additional bonus credits of 20% for projects at affordable housing properties and 10% for projects in low-income communities.
- **GOOD-PAYING JOBS:** In 2021, there were already 505,083 California workers employed in clean energy jobs. The Inflation Reduction Act will expand these opportunities, bringing an estimated \$21.2 billion of investment in large-scale clean power generation and storage to California between now and 2030. It provides a historic set of tax credits that will create jobs across solar, wind, storage, and other clean energy industries. These credits include bonuses for businesses that pay a prevailing wage, so that California workers earn a good paycheck as we build the clean energy future in America.
- **DOMESTIC MANUFACTURING:** Manufacturers employ 1,273,200 workers in California, and the Inflation Reduction Act will help us make the technologies of the future at home—supporting local economies and strengthening supply chains. The Inflation Reduction Act will boost U.S. manufacturing of clean energy and transportation technologies, as well as investments for a new Advanced Industrial Facilities Deployment Program to position America to lead the growing global market for clean steel, aluminum, cement, and more.

- **SMALL BUSINESSES:** California is home to 4.2 million small businesses, representing 99.8% of all businesses in the state, and the Inflation Reduction Act will help them save money. Commercial building owners can receive a tax credit up to \$5 per square foot to support energy efficiency improvements that deliver lower utility bills. Other programs that will benefit small businesses include tax credits covering 30% of the costs of installing low-cost solar power and of purchasing clean trucks and vans for commercial fleets.
- **ELECTRIC VEHICLES:** The Inflation Reduction Act will make it easier and cheaper to purchase an electric vehicle, with upfront discounts up to \$7,500 for new EVs and \$4,000 for used EVs, helping middle-class Americans skip the gas pump and save on fuel costs. In California, millions of people will be eligible for these discounts. California recently [submitted](#) a state plan for using funds from President Biden’s Bipartisan Infrastructure Law to build out EV charging stations along highways.
- **CLEANER AIR:** The Inflation Reduction Act will significantly reduce pollution, resulting in 100,000 fewer asthma attacks in America in 2030, and position the U.S. to achieve President Biden’s climate goals. Lowering greenhouse gas emissions will not only avoid costly climate impacts from more extreme weather, but also improve local air quality—preventing premature deaths and reducing air pollution. In addition to reducing pollution across the economy, the Act will benefit communities most in need of cleaner air, with in environmental justice block grants, investments for cleaner buses and trucks, and a Clean Energy and Sustainability Accelerator that will prioritize emissions-reducing projects in disadvantaged communities and fund state and local green banks like the California Alternative Energy and Advanced Transportation Financing Authority.
- **RURAL OPPORTUNITIES:** The Inflation Reduction Act supports climate-smart agriculture practices, which will help California’s 69,000 farms lead on climate solutions and reward their stewardship. Electric cooperatives, which serve thousands of homes, businesses, and other customers in California, will for the first time be eligible for direct-pay clean energy tax credits. And this legislation dedicates investments for rural electric cooperatives to boost resiliency, reliability, and affordability, including through clean energy and energy efficiency upgrades.
- **RESILIENT COMMUNITIES:** The Inflation Reduction Act will upgrade affordable housing, including projects that boost resilience in the face of intensifying extreme weather. In California, hundreds of thousands of people live in affordable housing units that are eligible for upgrades like flood-proofing and storm resistance, as well as clean energy and electrification. A new Neighborhood Access and Equity Grant Program includes support for transportation projects and planning to protect against flooding, extreme heat, and more. The Inflation Reduction Act also invests in strengthening America’s forests, including programs focused on preventing wildfires and for tree planting projects that help protect communities from extreme heat, as well as over \$4.5 billion for drought preparedness and response.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Report of the Community Equity, Health & Justice Committee meeting of October 6,
2022

RECOMMENDED ACTION

- A. Recommendation for Board Action to Authorize Execution of Contract Amendments for Year 2 of the James Cary Smith Community Grant Program:
 - 1. Authorize the Interim Executive Officer/Air Pollution Control Officer to execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board for one additional year, and to amend the cumulative grant amount in a not to exceed amount of \$2,059,976 (amendments would allow eligible grantees to begin Year 2 of the three-year grant program).
- B. Assembly Bill 617 Community Emissions Reduction Plan Recommendation for Bayview Hunters Point/Eastern San Francisco:
 - 1. Select Bayview Hunters Point for development of a Community Emissions Reduction Plan pursuant to Assembly Bill 617.

BACKGROUND

None.

DISCUSSION

The Community Equity, Health & Justice Committee met on Thursday, October 6, 2022, and approved the minutes of July 7, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361 (Rivas 2021). Members of the Committee participated by teleconference.

The Committee then received an oral presentation from William Goodwin, member of the Air District's Community Advisory Council. Mr. Goodwin discussed his work with Hope Solutions and his efforts to build a coalition of impacted community members, government organizations, non-profit organizations, academic institutions, and other stakeholders to address environmental

and health-related challenges. Mr. Goodwin hopes to enhance the understanding of environmental and health-related issues at the community level, to ensure low-income, minority and isolated stakeholders are equitably aware of environmental health issues that deeply impact their community.

The Committee then received the presentation *Bay Area Permitting Overview*, which described the current Air District Permitting Program.

The Committee then received the presentation *Recommendation for Board Action to Authorize Execution of Contract Amendments for Year 2 of the James Cary Smith Community Grant Program*. The Committee recommends the Board:

1. **Authorize** the Interim Executive Officer/Air Pollution Control Officer to execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board for one additional year, and to amend the cumulative grant amount in a not to exceed amount of \$2,059,976 (amendments would allow eligible grantees to begin Year 2 of the three-year grant program).

Finally, the Committee received the staff presentation *Assembly Bill 617 Community Emissions Reduction Plan Recommendation for Bayview Hunters Point/Eastern San Francisco*. The Committee recommends the Board:

1. **Select** Bayview Hunters Point for development of a Community Emissions Reduction Plan pursuant to Assembly Bill 617.

The next meeting of the Community Equity, Health & Justice Committee will be Thursday, November 3, 2022, at 9:30 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Equity, Health and Justice Committee October 6, 2022 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 6, 2022

Re: Community Perspectives

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.

Hope Solutions was founded in 1997 by a coalition of local faith communities, to provide emergency support to homeless individuals. Hope Solutions has grown to the premier organization in Contra Costa County, providing permanent supportive housing and vital services to over 2,000 of the most vulnerable members of the community. William Goodwin serves as a Resident Empower Program Leader for Hope Solutions and has partnered with other organizations such as Residents United Network and Non-Profit Housing of Northern California to advance housing justice policies to bring meaningful change. As a member of the Board of Directors for the East Bay Housing Organization (EBHO) and Monument Impact, he has been able to advocate for programs, policies and services for immigrants and low-income families, that promote healthy living, build professional skills, encourage entrepreneurship, and continuously engage and empower community members to advocate for the services they need.

DISCUSSION

William Goodwin is a councilmember of the Air District's Community Advisory Council. He will discuss his work with Hope Solutions and his efforts to build a coalition of impacted community members, government organizations, non-profit organizations, academic institutions, and other stakeholders to address environmental and health-related challenges. Mr. Goodwin will focus on enhancing the understanding of environmental and health-related issues at the community level in order to ensure low-income, minority and isolated stakeholders are equitably

aware of environmental health issues that deeply impact their community.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: J. Howard and Tim Williams

Reviewed by: Veronica Eady

ATTACHMENTS:

None

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 10/06/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 6, 2022

Re: Bay Area Permitting Overview

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 State, Federal and Air District regulations through its permitting programs. 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 process that requires permit applicants to demonstrate that: 1) new sources of air emissions, or 2) modifications to existing sources that have the potential to increase emissions, will meet all applicable air pollution control requirements, including using state-of-the-art pollution control equipment to mitigate potential increases in emissions and public health risks. The Title V program is applicable to major emissions sources and consolidates all of the various regulatory requirements applicable to a facility into a single, comprehensive permitting document to improve transparency, enforceability, and facility compliance.

These requirements for each of these permitting programs are set forth in five Air District Rules: Regulation 2 (Permits), 1) Rule 1 (General Requirements); 2) Rule 2 (New Source Review); 3) Rule 4 (Emissions Banking); 4) Rule 5 (New Source Review of Toxic Air Contaminants); and 5) Rule 6 (Major Facility Review).

DISCUSSION

Regulation 2 (Permits) includes the Air District's rules that govern New Source Review, which is a comprehensive permitting program that applies to entities within the boundaries of the Bay Area Air Quality Management District when they install new equipment or make modifications to existing equipment that has the potential to increase air pollution emissions. Prior to installing a new source of air pollution or modifying an existing source, a facility must obtain a permit

from the Air District. To obtain a permit from the Air District, the permit applicant must control emissions or exposure to people nearby. The Air District cannot issue permits for projects that will exceed health risk limits, or that do not comply with regulatory standards.

On December 15, 2021, the Air District Board of Directors adopted amendments to Regulation 2 (Permits), Rule 1 (General Requirements) and Rule 5 (New Source Review of Toxic Air Contaminants). The adopted amendments address how the Air District issues permits for sources of air pollution, with particular emphasis on increasing health protection in communities overburdened by pollution and health vulnerabilities. The adopted amendments will:

- Make health risk limits for new and modified projects more stringent if the project is located in an Overburdened Community – a change that recognizes the fact that air quality, health burdens, and exposures to other environmental contaminants are concentrated in certain parts of the Bay Area – particularly in communities with the highest concentrations of Black and Brown residents. In Overburdened Communities, the acceptable health risk limit will be reduced from ten in one million to six in one million.
- Expand the Air District’s public notice requirement in Overburdened Communities to require notification of nearby residents and businesses of proposed projects if the project will require a health risk assessment because of toxic air contaminant emissions.

Overburdened Communities are defined as census tracts that score at or above the 70th percentile in CalEnviroScreen, Version 4.0, as well as areas that are within 1,000 feet of the boundaries of those census tracts.

The Community Equity, Health and Justice Committee will receive a presentation on the Air District’s current permitting program and the enhancements that will be introduced by the adopted amendments to Regulation 2 (Permits), Rule 1 (General Requirements) and Rule 5 (New Source Review of Toxic Air Contaminants), effective July 1, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Kevin Oei
Reviewed by: Pamela Leong and Damian Breen

ATTACHMENTS:

None

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 10/06/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 6, 2022

Re: Recommendation for Board Action to Authorize Execution of Contract Amendments
for Year 2 of the James Cary Smith Community Grant Program

RECOMMENDED ACTION

Recommend Board Action to consider authorizing the Interim Executive Officer/APCO to execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board of Directors for one additional year, and to amend the cumulative grant amount in a not to exceed amount of \$2,059,976. Amendments would allow eligible grantees to begin Year 2 of the three-year grant program.

BACKGROUND

The Board of Directors approved 35 James Cary Smith (JCS) Community Grant awards—the current grant cohort—on November 3, 2021, and on December 1, 2021. These grant awards span up to three years and afford the Board of Directors and staff the flexibility to cancel or suspend funding to grantees in any year. Funding for these grants is drawn from CAPP implementation funds and from the Air District’s general or reserve funds. On June 15, 2022, the Board of Directors approved the budget for the Fiscal Year Ending (FYE) 2023, which includes funding for Year 2 of the James Cary Smith Community Grant Program. Despite the Board’s multiple previous approvals for this grant cohort and associated budget, releasing the second year of funding requires amendments to the current grant agreements and another Board approval because the amended contract amounts will exceed \$100,000.

By way of background, the Air District’s Community Engagement Office has provided grant funding to local nonprofit organizations for more than a decade to support community-based solutions that address air pollution. The Community Grant Program is named for Jim Smith, the Air District’s former Community Outreach Manager. Mr. Smith passed away in 2015 from ALS, and the program extends his vision of a more engaged and empowered community.

In 2021, the Air District combined elements of both the previous JCS Grant Program and the Community Health Protection Grant Program to create a refocused James Cary Smith Community Grant Program. The new program is designed to strengthen partnerships with

community-based organizations and leverage community power to improve local air quality and health outcomes. Grantees are using these funds to develop and deepen capacity-building efforts that seek to address air quality concerns in communities that have historically faced inequitable pollution impacts.

Year 1 of the JCS Community Grant Program (also referred to as the 2021-2022 grant cycle) is currently funding the 33 community groups and nonprofit organizations that accepted JCS grant funds to engage community members in decisions that impact their air quality and health. The maximum amount for an individual grant is \$100,000 per year, with the potential for funding for up to three years. The Air District prioritized funding for projects based in local environmental justice communities. A subset of the current grant cohort will be eligible for Year 2 of the program. Attachment 1, Table 1, provides additional information on these projects.

DISCUSSION

As part of this agenda item, staff will provide an update on the refocused James Cary Smith Community Grant Program, including an overview of the current grant cycle, and information about Year 2 of the program.

Year 1 (2021 – 2022)

Staff will share background information about the two grant programs which the Community Engagement Office operated concurrently from 2019 to 2021. Staff will further discuss the program adjustments staff made in 2021, based on the Board's recommendations. Staff will also share information about the current grant cohort and discuss technical assistance provided to community-based organizations, as well as program evaluation efforts currently underway.

Year 2 (2022 – 2023)

Year 2 funding will be available to grantees who have demonstrated progress toward project goals and deliverables, and who will continue capacity-building projects in environmental justice communities where there are not current Assembly Bill (AB) 617 implementation efforts. Staff anticipate that 24 grantees will be eligible for Year 2 funding.

The capacity-building projects supported by this grant are closely tied to AB 617 implementation efforts. The AB 617 implementation process is now underway in East Oakland, following the California Air Resources Board's designation of East Oakland on February 11, 2022, as the next Bay Area community to develop a Community Emission Reduction Plan (CERP). The Air District is partnering with one of the current James Cary Smith grantees, Communities for a Better Environment, to develop a CERP for East Oakland. The Air District anticipates that moving forward, AB 617 implementation efforts will provide resources and further capacity-building opportunities in East Oakland.

Eligible grantees have developed their Year 2 proposals, and staff have reviewed the proposals. On that basis, staff request that the Committee consider recommending Board authorization for the Interim Executive Officer/APCO to execute contract amendments to extend the term of the

current James Cary Smith Community Grant awards previously approved by the Board for one additional year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

In the Fiscal Year Ending (FYE) 2023 Budget, the Board approved a transfer of \$3.7 Million from General Fund Reserves to fund the James Cary Smith Community Grant Program. Funding for contract amendments of up to \$2,059,976 is included in the Community Engagement Office's Budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Elinor Mattern and Aneesh Rana
Reviewed by: Suma Peesapati and Veronica Eady

ATTACHMENTS:

1. JCS Grant Awards for Year 1 (2021-2022) and Grant Amounts Requested for Year 2 (2022-2023)

ATTACHMENT 1

**Table 1 - James Cary Smith Community Grant Program
Grant Awards for Year 1 (2021-2022) and Grant Amounts Requested for Year 2 (2022-2023)**

Grantee	Project Name	Project Location(s)	Amount Awarded - Year 1	Amount Requested - Year 2
Acterra: Action for a Healthy Planet	Raising Awareness of E-Mobility Strategies for Community Action	San Jose, East Oakland, Pittsburg/Bay Point	\$99,500	\$71,900
Bayview YMCA	Bayview Hunters Point Air Quality Advocates	Bayview Hunters Point, Southeastern San Francisco	\$100,000	\$100,000
Breathe California of the Bay Area, Golden Gate, and Central Coast	Community Action for Increasing Health Equity	San Jose	\$100,000	\$94,000
Brightline Defense Project	The Brightline "Our Community, Our Air" Alliance	Eastern San Francisco	\$100,000	\$100,000
Citizen Air Monitoring Network	Incentivized learning leading to the internship and workforce development	Vallejo	\$100,000	\$100,000
Communities for a Better Environment	Freedom to Breathe - Community Outreach & Leadership Development	East Oakland	\$99,856	Not eligible
Community Climate Solutions	Empowering San Jose Residents to Reduce Air Pollution	San Jose	\$90,000	\$55,000
Earth Team	Youth For Clean Air	Antioch, Pittsburg, East Oakland, San Leandro	\$70,000	\$70,000

East Bay Bike Coalition	Community Organizing for Mobility Justice	Concord, Pittsburg/Bay Point, Antioch	\$63,900.52	\$73,575.55
Greenaction for Health & Environmental Justice	Bayview Hunters Point Environmental Justice Air Quality Project	Bayview Hunters Point, Eastern San Francisco	\$100,000	\$100,000
Higher Ground Neighborhood Development Corp	The East Oakland Green and Bike Ways Project	East Oakland	\$50,000	Not eligible
HOPE Collaborative	Environmental Justice Community Cohort	East Oakland	\$100,000	Not eligible
International Children Assistance Network	Vietnamese Community Air Quality Ambassadors	San Jose	\$100,000	\$100,000
La Clínica de La Raza	Air Quality Community Advocates Project	Pittsburg/Bay Point, Vallejo	\$100,000	\$100,000
Latinos United for a New America	Approaching Environmental Justice through Education on the East Side	San Jose	\$100,000	\$100,000
Livable City	Our SoMa Project	South of Market area of San Francisco	\$80,000	\$80,000
Marin City Climate Resilience and Health Justice	Marin City Air Quality Needs Assessment and Community Engagement	Marin City	\$100,000	\$100,000
Mycelium Youth Network	Youth-Led Community Planning for Air Quality	East Oakland and San Francisco	\$83,600	Not eligible
Rise South City	Mobile Pollution Education, Outreach, and Empowerment	Downtown South San Francisco, Bayshore, Bayview, Visitacion Valley	\$100,000	\$100,000

Rose Foundation for Communities and the Environment	Youth Joining Together for Air Justice	East Oakland, Pittsburg/Bay Point, Antioch, East SF Bayview Hunters Point	\$100,000	N/A
San Francisco Transit Riders	30 x 30: The Rapid Rider Network	Bayview Hunters Point	\$95,000	\$95,000
San Leandro 2050	Empowering Disadvantaged Neighborhoods, Improving Air Quality, and Addressing Climate Change in San Leandro	San Leandro	\$99,204	N/A
Sequoia Foundation	Building Capacity of Students to Improve Air Quality in East Oakland	East Oakland	\$98,801	Not eligible
Silicon Valley Bicycle Coalition	Local Teams	North San Mateo County, Redwood City, North Fair Oaks, East Palo Alto, East San José	\$100,000	\$100,000
South of Market Community Action Network (SOMCAN)	SOMCAN's Community Ambassadors Program	South of Market area of San Francisco	\$100,000	\$100,000
Strategic Energy Innovations	Youth Community Advocacy and Action through Energize Schools' Earth Day Challenge and Energy and Air Quality Challenge	East Oakland, San Leandro, Eastern San Francisco, Pittsburg/Bay Point, San Jose, Tri-Valley, Vallejo	\$100,000	\$100,000
Sustainable Contra Costa	East County Clean Air Coalition	Antioch, Pittsburg/Bay Point	\$40,000	\$30,000

TransForm	Know How to Go: Let's Go Further	East Oakland	\$90,108	Not eligible
Tri-Valley Air Quality Community Alliance	Ensuring Future Air Quality in the Tri-Valley	Tri-Valley, San Ramon, Dublin, Pleasanton, Livermore	\$100,000	\$100,000
Urban Habitat	Improving Environmental Health by Cultivating Community Leaders	Eastern San Francisco, Vallejo, Pittsburg/Bay Point, Eastern San Jose, and the Tri-Valley area	\$50,000	\$25,000
Valley Verde	Community Compost Initiative	Downtown San Jose, East San Jose, Alviso	\$65,500	\$65,500
White Pony Express	Improving Air Quality in Contra Costa County Through Food Rescue	Pittsburg/Bay Point	\$100,000	\$100,000
Youth UpRising	Marginalized Youth Leadership Excellence and Development (YU LEAD)	East Oakland	\$92,500	Not eligible

TOTAL

\$2,967,969.52 \$2,059,975.55

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 6, 2022

Re: Assembly Bill (AB) 617 Community Emissions Reduction Plan Recommendation for
Bayview Hunters Point/Eastern San Francisco

RECOMMENDED ACTION

Recommendation that the Board of Directors select Bayview Hunters Point for development of a Community Emissions Reduction Plan (CERP) pursuant to AB 617.

BACKGROUND

In August 2018, the Air District submitted “high priority” communities for the first five years of the state’s Community Air Protection Program drawn from the Bay Area’s full list of candidate communities that experience large disparities in air pollution exposure and health effects. Bayview Hunters Point/Eastern San Francisco was included in this list to move forward with a community monitoring and/or community emissions reduction plan (CERP). The Board adopted the list of high priority communities and in September 2018 the California Air Resources Board (CARB) approved the Air District’s recommended high priority communities. Since that time, the Air District has successfully completed the State’s first CERP in West Oakland and is actively leading two other efforts (Richmond-North Richmond-San Pablo and East Oakland).

Per Assembly Bill (AB) 617 and the CARB Blueprint guidelines implementing AB 617 (Blueprint), any community may initiate a submittal for self-nomination to conduct a formal CERP. A self-nomination must receive support and be recommended for selection from the Air District prior to going to CARB for final consideration. In June 2022, the Bayview Hunters Point Community Advocates and the Marie Harrison Community Foundation—two leading community-based health equity and environmental justice groups with established working relationships with the Air District—engaged staff about the possibility of pursuing a self-nomination for a CERP process for the Bayview Hunters Point (BVHP) community in Southeast San Francisco. The co-leads and other community leaders have been asking for action to improve local air quality in their community for decades. They have been working for years to build community capacity in air quality planning. After several consultation meetings, these two “co-lead” organizations submitted a CERP self-nomination letter to the Air District.

The Air District has already partnered closely with both organizations. Bayview Hunters Point Community Advocates has partnered closely with the Air District through the Community Health Protection grants, aimed at resourcing the organization to prepare for a planning process. The District has also partnered with the Marie Harrison Foundation to co-develop the Marie Harrison Youth Scholarship Program. Staff have held a series of meetings with these partner organizations to provide an overview of the CERP process as well as characterizations of air quality in the BVHP community. As part of the initial self-nomination process, the co-leads also organized and held a two-part community Town Hall event in San Francisco District 10 on August 31 and September 15, 2022, where community feedback indicated support for initiating a CERP process. Under CARB's process for approving nominations, the Air District Board must vote on the self-nomination before October 31, 2022, to ensure timely consideration of the nomination at CARB's February 13, 2023, Board meeting. CARB has signaled that an Air District Board vote at its November 2, 2022, meeting would be sufficient.

DISCUSSION

Given the stature and track record of these co-leads, their demonstrated readiness to start a CERP, and the air quality and related public health challenges facing the community, staff seeks Board approval to recommend that CARB select BVHP for development of a Community Emissions Reduction Plan in 2023. The preliminary boundary of the BVHP includes the area south of 20th Street in Potrero Hill, areas adjacent to and east of the 101 freeway, and areas south to Candlestick Point including portions of Visitacion Valley. The preliminary boundary includes 17 census tracts, 11 of which are in the top 30 percent of pollution burden statewide. The final boundaries for the BVHP area will be determined by the Community Steering Committee, which will be established as part of the CERP process. This recommendation is primarily based on the co-leads' capacity to lead the process and to partner with the Air District in addition to the high, disparate pollution and health burden in the BVHP community.

The Bayview-Hunters Point neighborhood of San Francisco is predominately non-white. The percentage of people in the neighborhood living below the poverty line is more than double that in the San Francisco-Oakland-Hayward metropolitan area, and the population is younger than almost every other neighborhood in San Francisco. According to the San Francisco Community Health Needs Assessment (2020), the Bayview-Hunters Point neighborhood has one of the highest mortality rates, and one of the lowest life expectancies, in all of San Francisco. People living in the area experience higher rates of cancer, heart disease, stroke, chronic lower respiratory disease mortality, unemployment, and disabilities.

BVHP residents have borne a high cumulative pollution burden. Long-term trends at the nearby San Francisco monitoring site at Arkansas St. and 16th St. show that air pollution levels are similar to, or higher than, levels at monitoring sites located within or nearby other communities experiencing disproportionate impacts from air pollution. The long-term trends in fine particulate matter (PM_{2.5}) from 2012-2021 also show that there has been little overall improvement in recent years. Because there is no known safe level of human exposure to PM_{2.5}, further reduction of this pollutant is warranted. The Air District's modeling and measurement data can be leveraged along with other air quality information to help inform the development of strategies to reduce PM_{2.5} and toxics in the CERP process.

Overall, staff finds BVHP to be well-suited for a CERP self-nomination based on the criteria set forth by CARB and AB 617. Further justification and supporting data are included in the nomination letter we have reviewed (Attachment 1). Moreover, we find that the existing air monitoring data can characterize the high air pollution exposure burden well enough to inform a CERP. Technical staff expect that there are sufficient data that support the need for additional emission reductions to address disproportionate health impacts from nearby sources of air pollution within the BVHP community. Finally, we have also considered the strong activism and leadership in air pollution reduction efforts by the co-leads who have the demonstrated technical familiarity, local government relations, organizing capacity, and community trust to effectively lead a CERP nomination process that is “from the community and for the community.” The Air District’s recommendation for BVHP supports the community’s and District’s efforts to reduce air pollution from sources that impact one of the Bay Area’s most overburdened communities.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this recommendation is supported by AB 617 CAPP implementation funds.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: David Ralston
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. BVHP Co-Lead Community Self-Nomination Letter to BAAQMD



September 21, 2020

To: Bay Area Air Quality Management District, Attention Veronica Eady, Senior Deputy Executive Officer
From: Bayview Hunters Point Community Advocates and the Marie Harrison Community Foundation

RE: AB617 COMMUNITY SELF-NOMINATION SUBMITTAL FOR BAYVIEW HUNTERS POINT


Dear Ms. Eady,

On behalf of the Bayview Hunters Point Community Advocates and the Marie Harrison Community Foundation, we are self-nominating and requesting that our community, the greater Bayview Hunters Point (BVHP) area in Southeast San Francisco, be selected for the next round of Community Emissions Reduction Planning (CERP) per AB617 for 2023.

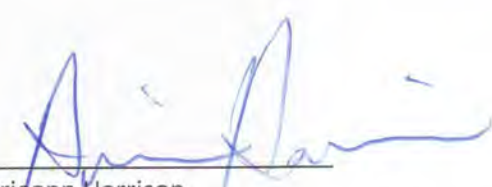
Below please find attached a description of the proposed preliminary boundaries for our intended CERP area; background on the BVHP community, the experience of air pollution impacts on the community, and a description of key on-going pollution concerns including air modeling data. Finally, we are also including a summary of the long-standing work our groups have been leading in the BVHP including ongoing community engagement, organizing and outreach to address air pollution and community health concerns.

Based on our collective track records working from the community and for the community, the wealth of environmental justice, health, and organizing expertise we bring, and our established working relations with the Air District and City/County of San Francisco, our two groups are proposing to be the co-leads of this process. We look forward to working collaboratively with the California Air Resources Board and the Air District to initiate and develop a Community Emissions Reduction Plan for Bayview Hunters Point.

Sincerely,



J. Michelle Pierce,
Bayview Hunters Point Community Advocates



Ariann Harrison,
Marie Harrison Community Foundation

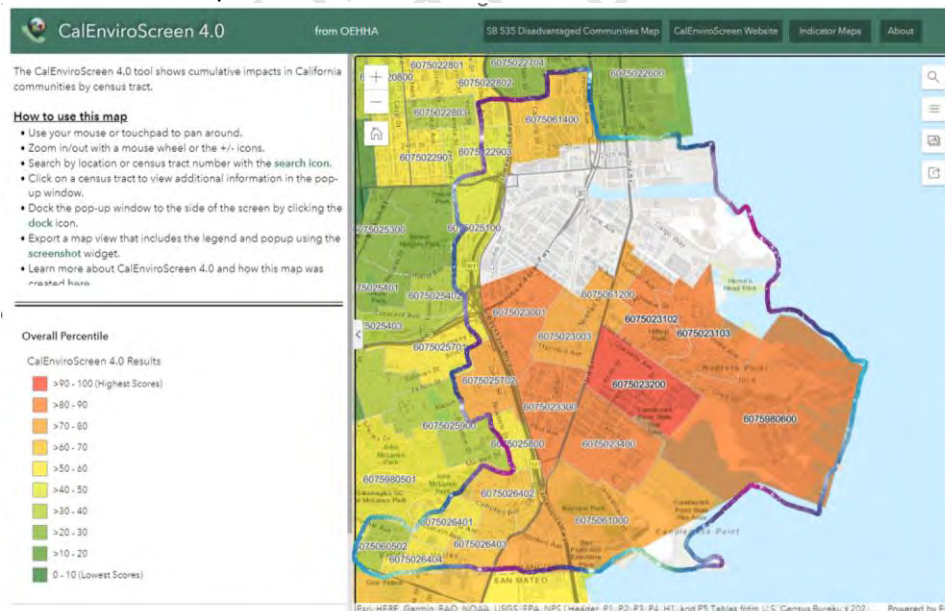
Community Location and Boundaries

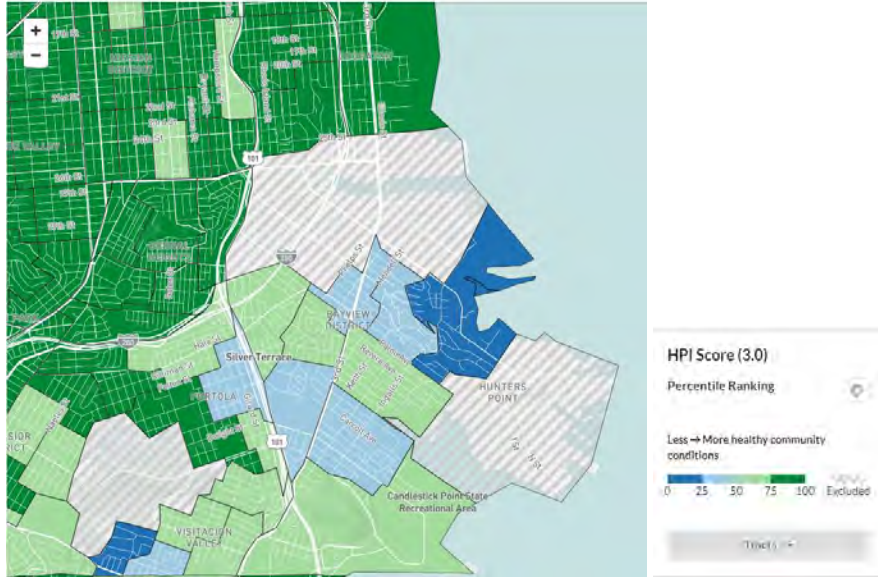
The Bayview Hunter's Point (BVHP) community is a formal district in Southeast San Francisco bordering the San Francisco Bay to the East. BVHP is surrounded by Potrero Hill to the North, Excelsior to the West, and Visitacion Valley to the southwest. Most of this area is within San Francisco's Board of Supervisor District 10.



Based on State of California environmental indicator maps, we have identified 17 census tracts in and around BVHP for a proposed preliminary CERP boundary. Eleven of these are within the formal BVHP district (as designated by City). There are six other adjacent census tracts to BVHP we are including for consideration for our preliminary CERP boundaries that include portions of Potrero Hill, Excelsior, Little Hollywood, and Visitacion Valley.

The CalEnviroScreen (CES) 4.0 map (below) clearly shows that the greater BVHP community suffers a disproportionate burden and exposure to air pollution and health inequities with some of the highest reporting census tracts in the region. (Note the blank census tracts on the map corresponding with the Cesar Chavez Industrial Areas are due to lack of census data collected for non-residential industrial areas). The California Healthy Places Index (HPI) 3.0 map (also below) confirms, from a different set of indicators, that the least-healthy places in the region are concentrated in the BVHP and some adjacent census tracts areas in the Excelsior as well as Visitacion Valley.

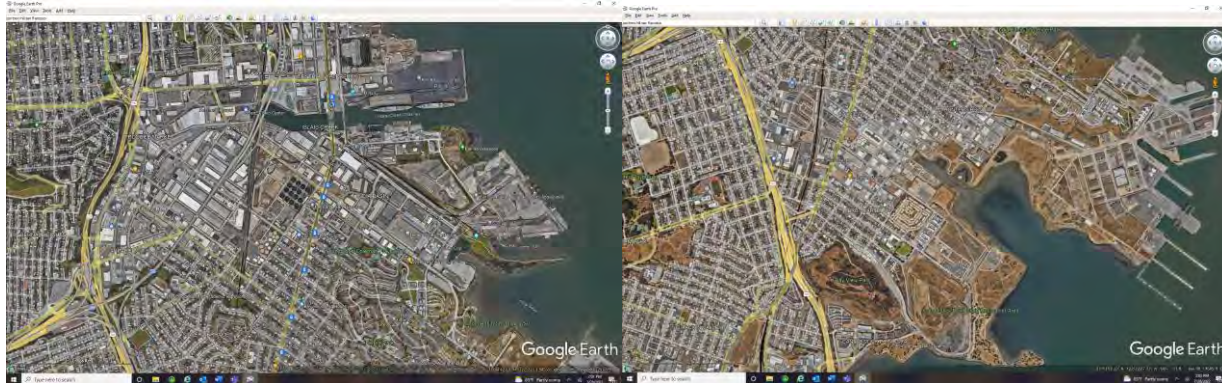




Census Tracts for Preliminary CERP Boundary

Census Tracts	CES 4.0	HPI	Notes
607-502-3200	90-100	Light green (50-75)	Bordered by 3 rd , Palau Ave., to Yosemite Slough
607-502	No number	No color	Cesar Chavez Industrial areas
607-502-3001	80-90	Light green (50-75)	
607-502-3300	80-90	Light blue (25-50)	
607-502-3400	80-90	Light blue (25-50)	Study Area of Thompkins et al/around Carroll Street
607-502-3102	80-90	Light blue (25-50)	Hilltop
607-502-3103	80-90	Dark blue (0-25)	
607-598-0600	80-90	No color	Naval Shipyard
607-506-1000	70-80	Light green (50-75)	Candlestick area and Little Hollywood
607-502-3003	70-80	Light green (50-75)	
607-506-1200	70-80	Light blue (25-50)	
Outlier Areas for on-going Consideration			
607-502-5702	70-80	Light blue (25-50)	In D9 – Portola Area. Around Bacon Street – mostly residential
607-502-6402	60-70	Light green (50-75)	Vis Valley East along freeway
607-502-6403	60-70	Light green (50-75)	Vis Valley East along freeway
506—0502??	30-40	Dark blue (0-25)	Sunnydale projects
502-6404??	50-60	Light blue (25-50)	Vis Valley West
607-506-1400	70-80	Dark green (75-100)	Sits b/w two freeways, includes Potrero Hill housing project areas at edge (new phases of Rebuild Potrero at 25 th /26 th /Connecticut, with other phases to be built by 2029 replacing old Potrero Terrace and Annex.

Aerial views of the greater BVHP community (Google Earth):



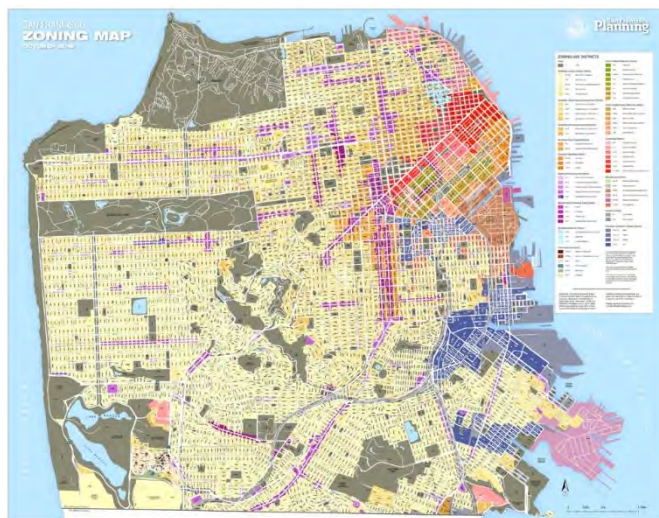
Description of the BVHP Community

The community for the proposed CERP is focused on the Bayview Hunters Point Neighborhood District and portions of adjacent areas – Portrero Hill, the site of the former Terrace Housing project and Visitacion Valley, known for the Sunnyside Housing projects. This community is bisected by the commercial oriented Third Street corridor and straddles two busy freeways (the I-280 and the I-101) that bring freight trucks and high volumes of commuter traffic between the South Peninsula and downtown San Francisco. BVHP, in general, took on its contemporary industrial and worker housing character amidst the public disinvestment and siting of hazardous uses that accelerated post-WWII. With the lure of the Great Migration pulling folks from the South to work in the shipyards, the BVHP community grew to become predominantly African American with a focus for several generations around the bustling commercial corridor of Third Street and the shipyard. More recently, with influxes of Asian Americans AAPI communities as well as greater Latinx folks, the community has become very multi-racial and multi-ethnic.

Over the last half-century, BVHP has unfortunately come to be known as the “forgotten neighborhood” of San Francisco, a community rife with poverty and violence, and a historically disadvantaged environment justice community whose activists have been on the frontlines of notorious battles such as shutting the PG&E plant and fighting the Naval Shipyard’s radioactive waste contamination resulting from the negligent clean-up of this superfund site. The Hunters Point radiological defense lab and naval shipyard repair facility closed in 1974 but became a notorious site for continuing contamination and community exposures to legacy cancer-causing pollutants that are exacerbated by windblown dust and on-going re-development efforts. Much of the existing southeast shoreline was created by landfill prior to the development of modern environmental regulations and standards and the soils in these industrial areas, along with the naturally occurring asbestos deposits in the rocks, pose hazardous conditions to the community. This legacy of environmental racism and the spirit of activism still animate our community. We acknowledge and are continued to be inspired by those who stood up and those who have given their lives in this fight, including Ms. Marie Harrison.

From a land-use perspective, BVHP has a red-lined impacted pattern with industry and housing as the dominant uses. The conflict between housing and industry are an issue in the following areas: the eastern edge of the South Basin industrial area, which abuts the Candlestick Point State Park and former stadium; the Yosemite Slough; the Alice Griffith public housing project; and areas that experience a heavy circulation of industrial truck traffic through neighborhood residential and commercial districts.

Truck traffic and diesel idling continue to be problems that our groups have directly addressed through various outreach campaigns with CARB and the Air District. Ingalls and Carroll Avenues are existing truck routes, and we note that there are efforts to develop new housing in these areas which must be adequately insulated from the adverse effects of heavy traffic. The industrial areas surrounding the maritime operations (break bulk, bulk cargo, ship repair/dry dock – piers 70, 80, 90, 92, 94 and 96) and the shipyard need to have policies in place to minimize impacts from trucks on the surrounding residential areas.



Zoning and land use map for the City of San Francisco (left). The grey, purple and dark blue designate land uses areas of industrial, utility, and transportation related activities. Note that these areas are in direct proximity to residential (yellow) areas interspersed into three main “fingers”, the middle one sticking into the Naval Shipyard. The community district has varying topography and can be exposed to very swirling winds that bring and intensify dust and other pollutants mixing with the emanating pollution from industrial sources and traffic as well as illegal dumping such as along the eastern industrial edge.

BVHP has a high density of sensitive populations including children and the elderly at schools, hospitals, and day care centers located near mobile and stationary emissions sources of concern, including roadways. These sensitive receptors have been burdened with disproportionate health impacts from the chronic and acute pollution. Health impacts and conditions from existent air pollution include preventable health problems such as increased illness and premature death from asthma, bronchitis, emphysema, pneumonia, coronary heart disease, abnormal heart rhythms, congestive heart failure, and stroke. People exposed to poor air quality from roadway-generated pollution have increased incidences of severe health problems including higher rates of asthma onset and aggravation, cardiovascular disease, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death.

Our Community’s Health Equity Challenge

Policymakers regularly dismiss the deep harms inflicted by environmental racism on human and public health as anecdotes, erasing decades of pollution or contamination. This stance is sustained and amplified by the institutional dimensions of systemic racism, accepting the premise that “economic development” or other erratically defined benefits in the built environment are worth sacrificing the lives, health, and territories of (some) citizens. In these circles, even *noticing* these sacrifices prompts dismissal as a naïve activist who doesn’t understand realpolitik. Yet for communities at the frontlines — often Black, Indigenous, or Latinx and already facing crushing inequities and exclusion from full citizenship — environmentally unjust practices pose real, measurable, and ongoing existential threats.

According to the 2017 *American Community Survey* (<https://censusreporter.org/profiles/86000US94124-94124/>) the Bayview-Hunters Point neighborhood of San Francisco (zip code 94124) has a population of 35,492. The population is 28% Black, 35% Asian, and 24% Hispanic. The per capita income in the neighborhood is \$26,061, roughly half of the per capita income in the San Francisco-Oakland-Hayward metropolitan area (\$48,538). 21.3% of people in the neighborhood live below the poverty line, more than double the rate of the San Francisco-Oakland-Hayward metropolitan area. In addition, 26% of the population is 19 years old or younger, a higher percentage than almost every other neighborhood in San Francisco. According to the San Francisco Community Health Needs Assessment at www.sfhip.org: the Bayview-Hunters Point neighborhood has one of the highest mortality rates, and one of the lowest life expectancies, in all of San Francisco. As mentioned above, the neighborhood has substantially higher rates of emergency room visits and hospitalizations for asthma and chronic obstructive pulmonary disease than any City neighborhood. Black and Latinx residents, especially in the City's southeast neighborhoods, have higher rates of cancer and numerous other illnesses.

Bayview-Hunters Point has also long served as San Francisco's "dumping ground," home to a significant concentration of hazardous waste facilities. It is home to one of the most polluted Superfund sites in the country that is also the largest redevelopment project in San Francisco's history; the botched cleanup of that site clearly correlates with higher cancer and disease rates in the neighborhood. 80% of the city's sewage is treated at Bayview's wastewater plant; all the City's garbage and recycling is processed here. These are not unrelated facts. We don't raise this history because it is unique, but because it is common. We are far from the only community forced into adversarial relationships with policymakers committed to urban transformation packed with complex histories of power, racism, and inequality. As a result, we must believe that community-based and community-led advocacy is critical to pursuing the goals of environmental and health justice; indeed, we have no alternative. Our health equity challenge is to reverse our adverse health outcomes by finally cleaning up our environment. Researchers have developed tools for analyzing the health studies, scientific data, and regulatory measures that underpin environmental assessments. At the same time, grass roots environmental-justice organizers can tell you that local residents are the experts about their own neighborhoods, conditions, and exposures to contaminants. Our work requires an interdisciplinary approach, built on trust and exchanges of knowledge and experience.

Community-based, community-led efforts are critically important to a neighborhood's self-sustaining future, to develop research and practices that co-produce knowledge *with* communities instead of merely extracting data *from* them. We seek to create an evidence-based policy platform for environmental justice in Bayview-Hunters Point, combining site-based documentation of systemic racism with measured environmental impacts on public health and health outcomes, along with training on policy creation and advocacy. Through this shared work and the new community leaders who participate in it, we will support longer, healthier lives in our vulnerable neighborhood.

A Description of Our Specific Air Pollution Concerns

Over the last decades of increased environmental justice and health equity activism our community has been especially concerned about the legacy pollution (including radiation) from the Naval Shipyard, dust and asbestos from on-going large-scale redevelopment, perennial odors and emissions from the Waste treatment facility, chronic diesel truck idling, and prominent odors from facilities such as Recology and Darling Industries Rendering.

Based on the Air District's "Permitted Stationary Source Risk and Hazards Map" there are over 81 permitted facilities in the preliminary boundary area (and an undisclosed number of hidden hazards) unpermitted sources). Key stationary sources of pollution exposure in the BVHP area include big institutional uses (SF General hospital, SE Community College) to numerous gas stations, auto body shops and repair, trucking companies; numerous industrial and utility uses such as waste recycling center, concrete recycling, the Southeast Wastewater Treatment Facility, concrete, and aggregate operations, along with smaller sheet metal, iron, maritime, and other associated industrial uses. The largest mobile sources of pollution are from the I-280 and I-101 freeways and the steady vehicular and truck traffic they carry through the community. The congestion along these freeways also impacts our community from the constant braking, idling causes bits of tire and brake pads to erode and drift in atmosphere and disproportionately burdens the surrounding neighborhoods.

We also acknowledge the huge concern with indoor air pollution exposure due to proximity to industries and freeways. The SF Health Department (2018 report: *In-House Pollution Exposure at Houses Near High Trafficked Roadways*) states:

"The higher prevalence of industrial businesses and proximity to local freeways results in higher air pollution conditions in eastern San Francisco compared to its western counterparts. Air pollution produced from these sources can infiltrate the indoor air environment through openings, joints, cracks, open windows and doors, and as makeup air from mechanical ventilation systems. People exposed to poor air quality from roadway-generated pollution have increased incidences of severe health problems including higher rates of asthma onset and aggravation, cardiovascular disease, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death.

According to an article in the *San Francisco Chronicle* (Rachel Swan, 9/4/2017) "Statistics from the California Office of Statewide Health Planning and Development show that between 2013 and 2015, the Bayview – which is surrounded by freeways, cement plants and other industry – has 93 asthma emergency room visits for every 10,000 people" which is significantly higher than other neighborhoods, especially those insulated from freeways and major streets.

Existing Monitoring Data

We understand from the Air District that while air monitoring coverage is spotty (in terms of pollutants, geography, and duration) the existent air monitoring results can characterize the high air pollution exposure burden experienced by the community well enough to inform a community emissions reduction program development. In a meeting with our two groups, Air District technical staff recently provided the following community-specific summaries of available monitoring data for BVHP as a high-level overview of insights from existing current/historical monitoring in the area. Some key takeaways were:

- Long-term trends show that levels at the San Francisco monitoring site at Arkansas St. and 16th St. are similar to or higher than levels at monitoring sites located within or nearby other communities experiencing disproportionate impacts from air pollution.
- The long-term PM_{2.5} trends from 2012-2021 also show that there has been less overall improvement in recent years.

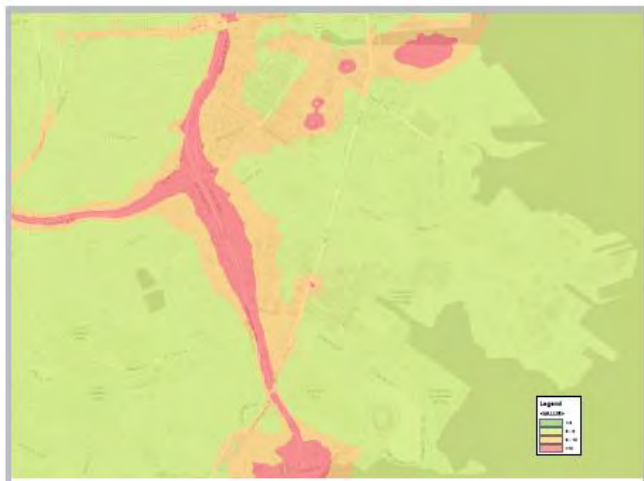
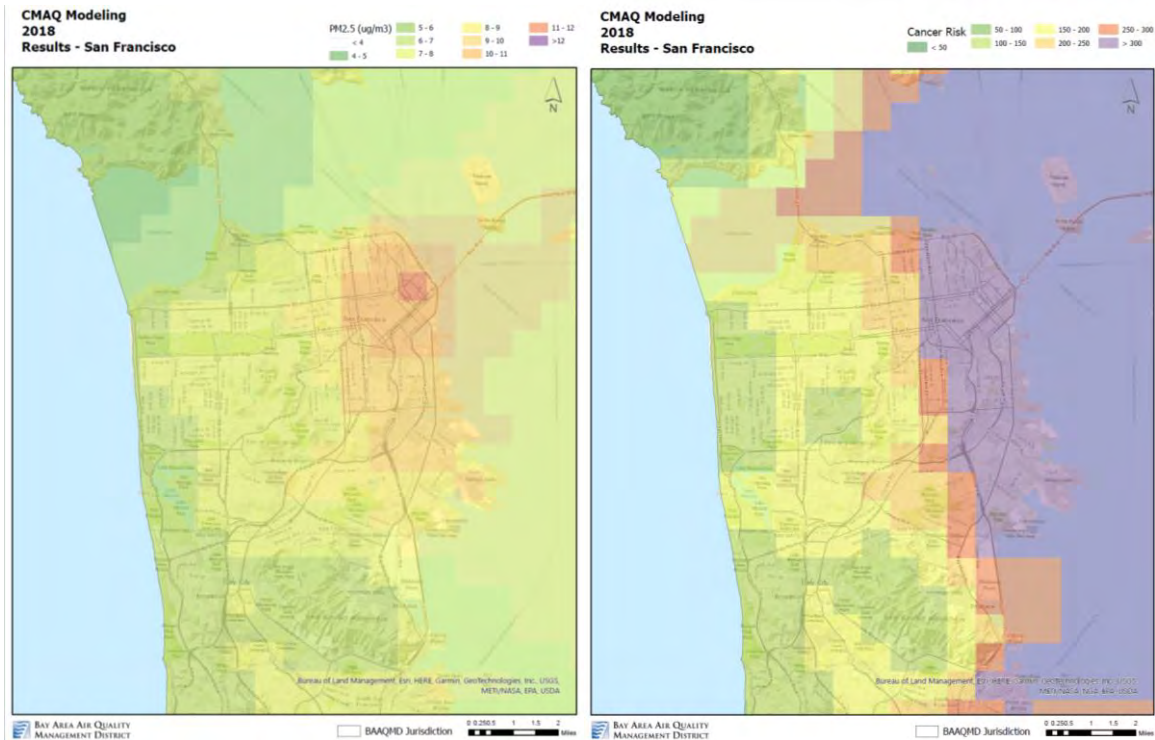
- While PM_{2.5} levels are below the National Ambient Air Quality Standards (NAAQS), we know the PM_{2.5} NAAQS are not health protective, especially for populations experiencing cumulative impacts. Therefore, reducing the concentrations of PM_{2.5} further is warranted.
- Air District expects that pollutant concentrations, especially over short time periods, could be higher at times within Bayview Hunters Point than those measured at the San Francisco monitoring site and those elevated concentrations may vary significantly from place-to-place depending on proximity to nearby sources and the wind speed and direction.
- A review of the data shows that elevated levels of PM_{2.5} can occur throughout the year.
- There are multiple different types of meteorological patterns (wind speed, wind direction, inversions, etc.) that occur throughout the year that can affect which sources of air pollution contribute to elevated levels of PM_{2.5} in different places.
- Levels of Volatile Organic Compounds (VOCs) are similar compared to regional averages, except for two compounds (Ethyl Alcohol and Methylethylketone), which are slightly higher than other sites in the Bay Area.
- Data from additional sources (previous short-term monitoring studies, Aclima) highlight the potential for short-duration or intermittent elevated concentration levels of PM_{2.5}, NO₂, and VOCs that may occur at different locations throughout the community during different times of the year.

The summary also states: “These available air monitoring data confirms that there is community exposure to air pollutants that is likely exacerbated by emissions from sources within the community and that these impacts affect the health of people living and spending time in Bayview Hunters Point.”

Air District staff further concurs that “the existing air monitoring data supports the development of a Community Emission Reduction Plan to reduce emissions and exposure to all sources of air pollution, especially considering the additional cumulative impacts the community experiences from nearby sources (commercial, utility, industrial, mobile, etc.). Staff concluded by acknowledging “that air monitoring data cannot by itself completely characterize the extent of air pollution issues... and a multi-faceted approach is needed - most important of which is the lived experience of Bayview Hunters Point community members.”

Existing Modeling Data

Below are two Congestion Mitigation and Air Quality (CMAQ) 1 km x 1km grid data and maps based on air quality modeling quantifying air pollution exposure burden from the Air District’s latest 2018 emission inventory program of average concentrations of PM 2.5 and Toxics Cancer Risk.

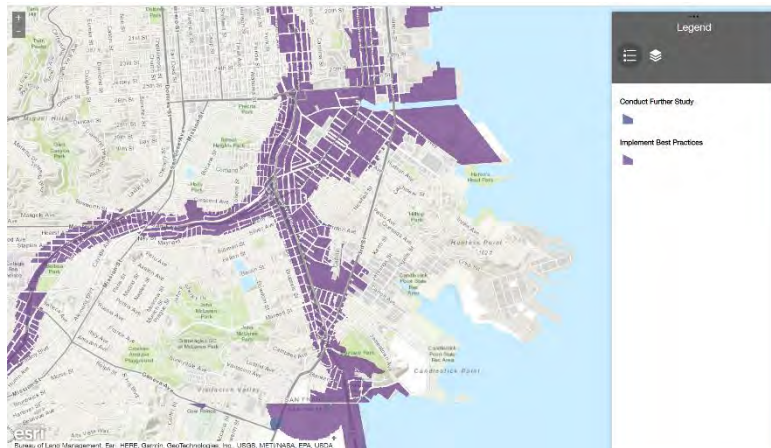


The modeled PM_{2.5} results shows, along with the highly urbanized and transportation intensive Eastern San Francisco in general, that there are high and unhealthy concentrations (9-10 mg/m³) of fine particulate matter in the areas around and between the two freeways from the downtown core through the industrial and residential areas of central BVHP and inclusive of the neighborhoods overlooking and adjacent to the Shipyard. A closer view of PM_{2.5} (see 2018 map to left) from the County Health Department reveals

average PM_{2.5} levels that exceed 10 mg/m³ along the freeway corridors in Bayview Hunters Point and Portero Hill and pockets of industrial areas along Islais Creek (Pier 92) and industrial areas south of candlestick Point.

In addition to the well-documented dangers from PM_{2.5} exposure, the most prominent pollution story, impacting so many families, centers on the elevated toxic risks for cancer. Here almost the entire proposed BVHP CERP area is within the highest ranges of greater than 300 up to 600 in a million and above cancer risk. Much of this we attribute to diesel particulate matter and industrial toxics, and we look to the Air District and CARB to help us characterize these emissions and their sources. We note too that this modeled CMAQ data is based on *known* permitted sources, and we have already documented numerous “hidden hazards” and unpermitted sources that are operating within the area (See Dr. Ray Tompkins et al, 2019. *Hidden Hazards of Bayview Hunters Point*, Phase 1 Report and Ground-Truthing

Study for Bayview Hunters Point). Furthermore, the daily pollution exposure from dust, asbestos, idling diesel trucks, and other toxics and radiation exposure also need to be accounted (please see testimonies, studies, and assessments also conducted via the interagency IVAN process that has been operating in BVHP since 2017 and which CARB and the Air District are regular participants and sponsors).



These CMAQ data, collected pursuant to the Air District mandate to maintain National Ambient Air Quality Standards, also serve to target cost-effective clean air strategies and to maximize public health benefits. In fact, the patterns of pollution are nothing new and have been reflected by the Air District’s CARE (Community Air Risk Evaluation Program) which, since 2009 designated BVHP as an “impacted” community and “overburdened” community. This

designation was further emphasized in the Air District’s 2011 “Planning Healthy Places” mapping highlighting key areas along the freeways and industrial areas to implement “best practices.” Along with the many studies and measurements, there have been some positive movements: The SF County Health Department in 2000 did implement (through Article 38) an “Air Pollution Exposure Zone” that covers most of BVHP while the Air District began (starting July 1, 2022) setting more stringent health risk limits and public noticing requirements for projects located in designated “overburdened communities” (see *Regulation 2-1-243*). However much more needs to be done as far as community planning and developing implementable mitigation strategies given the still clearly high chronic and acute pollution levels. We seek to build from specific pollution planning tactics that other AB617 communities in the Bay Area and across the State have developed as part of our planning and mitigation interventions.

About Our Co-Lead Groups

Bayview Hunters Point Community Advocates

Bayview Hunters Point Community Advocates, founded in 1994, is governed and operated by long-term members of the Bayview-Hunters Point neighborhood in San Francisco. Our programs combine community organizing with education, advocacy, and direct services. We seek to build the neighborhood’s capacity as a self-determining, fully autonomous force for social change in today’s San Francisco. The organization is structured as a traditional non-profit organization, with a staff and a governing Board of Directors. But our Board is an activist board, not a fundraising board. And we seek guidance in all our programs from our Southeast Community Council – residents from diverse Bayview neighborhoods (90% BIPOC), paid a stipend for their participation, serving as new leaders in the neighborhood and as advocates for shared work throughout our communities.

Bayview Hunters Point Community Advocates created a Southeast Community Council to give local leaders and their constituencies a stronger platform for building neighborhood power; the Council receives training in research and analysis tools and are structured along the lines of the City’s Board of Supervisors. In short, we founded the Council to hold both local policymakers and us accountable. The

Council is quickly growing as an independent voice in community affairs, and we are proud to see that development.

Other key projects related to this effort include our collaborative public health projects designed with authentic community participation from the ground up:

- Our Community Toxic Index trains and employs community members to document and map environmental exposures.
- Our branch of the Umoja Health initiative relies on peer-to-peer outreach to bring public health outreach and services to underserved Black communities.
- The Health Equity Advocates and Leaders in Environmental Research and Science (HEALERS) program utilizes peer-to-peer education and training for policy advocacy to address local inequities surrounding breast cancer outcomes.

Simply put, all our work and partnerships are co-created with the diverse and underserved communities of Bayview-Hunters Point, often bringing public agencies in to support the collective vision of local residents. Our work has always connected residents with environmental justice issues in our neighborhood, seeking to increase community participation in environmental decision-making, and to build skills in the community to support a cleaner environmental future. Our projects are capacity-building initiatives for the organization and the neighborhood; the local power we build in Bayview can model practices to make community relationships less extractive and more collaborative.

The Marie Harrison Community Foundation

The Marie Harrison Community Foundation (MHCF) for environmental and social justice was founded in 2019 to honor the legacy, advocacy and dedication of Marie Harrison, the “Mother of the Environmental Justice movement.” The foundation serves as a platform to develop the next generation of environmental and social justice leaders, mobilize grassroots community power and develop campaigns to advance community-designed solutions and policies to long-standing health, economic and environmental issues in Bayview Hunters Point. Most recently, the foundation launched the #CanWeLive campaign, a youth-driven effort to amplify the community’s call for full clean-up of the numerous Brownfield and Superfund Sites in the district as well advocate for full reparations and lifetime medical services for residents, ex-residents and workers who disproportionately suffer poor health outcomes due to toxic Shipyard exposures.

MHCF has experience developing programs and conducting outreach in the community including creating the Marie Harrison Youth Scholarship program, distributing air filters to unsheltered communities at Pier 94 in San Francisco and Pollution Patrol - a ground truthing team - illegal dumping in District 10. The foundation has built long-term relationships with the Air District and participating in meetings and enforcement issues. As a result, MHCF has gained deep leadership and expertise around engaging the Air District with regulatory rulemaking, enforcement, planning processes and programs.

The MHCF is continuing our role in strongly advocating for a Community Emissions Reduction Plan process for Bayview Hunters Point. Our director, Ariann Harrison, daughter of Marie Harrison, has become an uncompromising spokesperson and community leader in her own right for environmental justice. Her story and the disturbing results of her recent biomonitoring study showing the extent of heavy metal toxins present in her body from a lifetime exposure to community sources can be found here: <https://sfbayview.com/2022/06/arianna-harrison-continues-her-mothers-environmental-justice-advocacy-for-bayview-hunters-point/>.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Authorize Board Members to attend United Nations Climate Change Conference
(COP27)

RECOMMENDED ACTION

Consider authorizing \$100 per diem compensation for Chair Bauters and Vice Chair Hurt for attendance at the United Nations (UN) Climate Change Conference (COP27) from November 11, 2022 to November 19, 2022. Travel expenses will be considered for authorization by the Administration Committee at its next meeting per Division II, Section 5.1 of the Administrative Code.

BACKGROUND

For the last three decades, the UN has convened almost every country on earth for an annual global climate summit, or “Conference of the Parties” or “COP.” In that time, climate change has gone from being a fringe issue to a global priority. This year will be the 27th annual summit, thus “COP27.” COP27 takes place in Sharm El-Sheikh, Egypt, and will run from November 6, 2022 to November 18, 2022.

Directors are authorized to receive \$100 per day compensation for attendance at meetings of this type pursuant to Division I, Section 1.2 of the Administrative Code. For meetings outside of California, compensation needs to be approved in advance by the Board of Directors. Board members are also entitled to reimbursement for their travel expenses pursuant to Division II, Section 5.1 of the Administrative Code. Reimbursement for expenses needs to be approved in advance by the Administration Committee (not the full Board). The Administration Committee will consider approval of the travel expenses associated with this conference at its next meeting.

DISCUSSION

More than 190 world leaders will travel to Egypt to attend this conference. Joining them will be tens of thousands of negotiators, government representatives, scientists, policymakers, businesses, and citizens for twelve days of talks. Participation from the California delegation includes members from the Air District, California Air Resources Board, state legislators, and

other organizations.

COP27 provides a unique and diverse experience for members of the Air District to participate in some of the important and consequential discussions surrounding climate change. The attendance of Chair Bauters and Vice Chair Hurt will be an asset to the Air District and State of California, as a global climate leader.

For future international travel, staff will develop a policy on selection of Board members, to ensure equity and transparency, in determining which Board members will represent the Air District at such events.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for Board member travel for this conference, including travel expenses and the \$100 per diem compensation for meeting attendance, is estimated at \$19,500 and is included in Program 104, Fiscal Year Ending 2023.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Henry Hilken
Reviewed by: Greg Nudd

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 19, 2022

Re: Consider Approval of Hiring Recommendation at Step D of Salary Range 153M for
the Assistant Counsel II Position

RECOMMENDED ACTION

Staff recommend the Board of Directors approve a hiring recommendation at Step D of Salary Range 153M for the Assistant Counsel II position.

BACKGROUND

The recruitment and selection process for the Assistant Counsel I/II position has been completed. Division III, Section 6.4 of the Administrative Code states that approval of the Board of Directors is required for hiring employees at Step D.

DISCUSSION

The Air District recently conducted a recruitment for the Assistant Counsel I/II position. The process included a review of qualifications, application screening, panel interviews, and hiring interviews. The process resulted in three highly qualified candidates that staff are interested in hiring, two at the Assistant Counsel II level and one at the Assistant Counsel I level.

One of the two candidates who is recommended for the Assistant Counsel II position has a particularly high level of specialized expertise in the air quality legal regulatory issues that are central to the Legal Division's work. The candidate has worked on such issues at the state level for a significant period of time and has extensive experience prosecuting regulatory violations, advising on state and federal statutes and regulations, working with applicable public agency open meeting laws, California Environmental Quality Act compliance, administrative proceedings in forums similar to the Air District's Hearing Board, developing regulations, promoting equity in agency decisionmaking, and DEI initiatives. This candidate presents an ideal background for this position.

In order to offer a salary more commensurate with the candidate's experience, staff are recommending approval to hire this Assistant Counsel II at Step D of salary range 153M.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The salary for the Assistant Counsel II position at Step D is \$196,926.09 per year and is included in the Fiscal Year Ending 2023 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander Crockett

Reviewed by: Anitra Gibson

ATTACHMENTS:

None