



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

**BOARD OF DIRECTORS
MEETING
November 2, 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. 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**

www.baaqmd.gov/bodagendas

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

<https://bayareametro.zoom.us/j/84247206965>

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

WEBINAR ID: 842 4720 6965

- **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, NOVEMBER 2, 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 - 15)

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 December 2, 2022.

6. Approval of the Minutes of October 19, 2022

The Board of Directors will consider approving the draft minutes of the Board of Directors meeting of October 19, 2022.

7. Board Communications Received from October 19, 2022 through November 1, 2022

A copy of communications directed to the Board of Directors received by the Air District from October 19, 2022 through November 1, 2022, if any, will be distributed to the Board Members by way of email.

8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of September 2022

In accordance with Resolution No. 2012-08 the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the month of September 2022.

9. Participation in 2022-2023 Funding Agricultural Reduction Measures for Emission Reductions Incentive Program

The Board of Directors will consider authorizing the Air District to participate in Fiscal Year 2022-2023 of the FARMER program; adopting a resolution to authorize the Air District's participation in the program; and authorizing the Interim Executive Officer/APCO to enter into all necessary agreements to accept, obligate, and expend program funds.

10. Authorization to Execute a Contract Amendment with Oppenheimer Investigations Group, LLP

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to amend the Air District's contract with Oppenheimer Investigations Group, LLP. Increasing the maximum dollar amount of the contract not to exceed \$150,000 for legal services related to workplace investigations.

11. Authorization to Execute a Purchase Order with Salibri Cooper Incorporated

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to execute a purchase order with Salibri Cooper Inc., in an amount not to exceed \$185,000.

12. Consider Approval of Hiring Recommendation at Step E of Salary Range 148M for the Manager (Community Engagement Manager) Position

The Board of Directors will consider approving a hiring recommendation at Step E of Salary Range 148M for the manager (Community Engagement Manager) position.

13. Report of the Technology Implementation Office Steering Committee Meeting of October 14, 2022

The Board of Directors will receive a report of the Technology Implementation Office Steering Committee Meeting of October 14, 2022.

14. Report of the Stationary Source & Climate Impacts Committee Meeting of October 17, 2022

The Board of Directors will receive a report of the Stationary Source & Climate Impacts Committee Meeting of October 17, 2022.

15. Report of the Richmond Area Community Emissions Reduction Plan Steering Committee Meeting of October 17, 2022

The Board of Directors will receive a report of the Richmond Area Community Emissions Reduction Plan Steering Committee Meeting of October 17, 2022.

ACTION ITEMS

16. Appointment of Board Officers for 2023 Term

The Board of Directors will receive a report of the Nominating Committee meeting of November 2, 2022, and will consider appointment of a Board Chair, Vice-Chair, and Secretary for the 2023 Term.

- A) Receive the Report of the Nominating Committee Meeting of November 2, 2022.
- B) Consideration and Appointment of Board Chair, Vice-Chair and Secretary for the 2023 Term of Office.

17. Assembly Bill (AB) 617 Community Emissions Reduction Plan Recommendation for Bayview Hunters Point/Eastern San Francisco

The Board of Directors will consider the selection of Bayview Hunters Point for development of a Community Emissions Reduction Plan, pursuant to Assembly Bill 617. This item will be presented by Veronica Eady, Sr. Deputy Executive Officer.

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 Executive Officer/APCO

21. Chairperson's Report

22. Time and Place of Next Meeting

Wednesday, December 7, 2022, at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

CLOSED SESSION

23. 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 will meet 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.

24. Public Employee Appointment and Employment (Gov't Code § 54957(b))

Pursuant to Government Code Section 54957(b)

Title: Executive Officer/Air Pollution Control Officer

OPEN SESSION

25. 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 spesapati@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

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 15, 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 - CANCELLED	Wednesday	16	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
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

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: November 2, 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 December 2, 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 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)(ii) 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. Public officials continue to impose or recommend measures to promote social distancing, including but not limited to the Santa Clara County Public Health Officer, who reaffirmed on September 21, 2022, that public bodies such as the Air District Board of Directors and Committees should continue to meet remotely to the extent possible. The Public Health Officer made this recommendation due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

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 November 2, 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
NOVEMBER 2 TO DECEMBER 2, 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, state and local officials continue to impose or recommend measures to promote social distancing, including but not limited to the Santa Clara County Public Health Officer, who reaffirmed on September 21, 2022, that public bodies such as the Air District Board of Directors and Committees should continue to meet remotely to the extent possible; and

WHEREAS, in reaffirming this recommendation, the Santa Clara County Public Health Officer identified the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission;

WHEREAS, as a consequence of the local emergency persisting and the continued recommendation by public officials for measures to promote social distancing, 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 and that measures to promote social distancing have been ordered or recommended by public health authorities.

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) December 2, 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 2nd day of NOVEMBER, 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: November 2, 2022

Re: Approval of the Minutes of October 19, 2022

RECOMMENDED ACTION

Approve the draft minutes of the Board of Directors meeting of October 19, 2022.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors meeting of October 19, 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 19, 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 19, 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, Otto Lee, Sergio Lopez, Myrna Melgar, Nate Miley, Karen Mitchoff, Katie Rice, Mark Ross, and Shamann Walton.

Absent: Directors David Hudson, Tyrone Jue, Rob Rennie, Brad Wagenknecht, and Steve Young.

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

Chair Bauters introduced recently promoted Air District employees: Poornima Dixit, Senior Air Quality Specialist in the Air District's Rules & Strategic Policy Division, and Joseph Mueleck, Senior Air Quality Specialist in the Air District's Compliance & Enforcement Division.

CONSENT CALENDAR (Items 5 – 17)

5. Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)
6. Approval of the Minutes of October 5, 2022
7. Board Communications Received from October 5, 2022, through October 18, 2022
8. Authorization to Amend Contracts for Air District Chipping Programs and to Extend Termination Dates and Add Funding
9. Authorization to Accept Clean Cars for All Funding
10. Personnel Out-of-State Business Travel Report for September 2022
11. Authorization to Amend Contract with Just Cities, LLC
12. Authorization to Participate in the At-Berth Regulation Remediation Fund Program
13. Authorization to Execute Contract Amendment with MEB Consulting Group
14. Report of the Legislative Committee Meeting of October 3, 2022
15. Report of the Community Equity, Health & Justice Committee meeting of October 6, 2022
16. Authorize Board Members to attend United Nations Climate Change Conference (COP27)
17. Consider Approval of Hiring Recommendation at Step D of Salary Range 153M for the Assistant Counsel II Position

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Cutter made a motion, seconded by Director Haubert, to **approve** Consent Calendar Items 5 through 17, inclusive; and the motion **carried** by the following vote of the Board:

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

OTHER BUSINESS

18. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Rochele Henderson; and Ginger Adams.

19. BOARD MEMBERS' COMMENTS

Director Canepa encouraged Air District management and the Board Chair to address concerns being expressed by Air District staff members.

20. REPORT OF THE EXECUTIVE OFFICER/APCO

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

- Dr. Ranyee Chiang, Director of Meteorology and Measurement, was asked to provide a summary on recent air quality.

21. 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 2, 2022, to consider a recommendation to the Board.
- The November 2nd Administration Committee meeting will have a full agenda with reports on Sjoberg Evashenk's audit findings. Administration Committee members are asked to keep their afternoons open from 2 p.m. – 5 p.m. so that a quorum is not lost.

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 meeting adjourned at 9:22 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: November 2, 2022

Re: Board Communications Received from October 19, 2022 through November 1, 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 19, 2022 through November 1, 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: Marjorie Villanueva
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

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

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: November 2, 2022

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of
September 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amounts of civil penalties are collected and recorded in the Air District's General Fund.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations for the month of September 2022

NOTICES OF VIOLATIONS ISSUED

The following Notice(s) of Violations were issued in September 2022:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
C and H Enterprises	E3492	Fremont	A61176A	9/14/2022	2-1-307	Permit Requirement/Condition Violation.
PW Stephens	Z7757	Hayward	A61663A	9/22/2022	11-2-401.5	Asbestos Violation.
Robert Saunders	FB141	Oakland	A62239A	9/8/2022	2-1-307	Permit Requirement/Condition Violation.
Salkhi Petroleum Inc.	Z8126	San Leandro	A60751A	9/1/2022	8-7-302.4	Gas Dispensing Facility Violation
Tesla, Inc.	A1438	Fremont	A61174A	9/12/2022	2-6-307	Title V Requirement/Condition Violation.
Tesla, Inc.	A1438	Fremont	A61175A	9/12/2022	2-6-307	Title V Requirement/Condition Violation.
Tesla, Inc.	A1438	Fremont	A61177A	9/22/2022	2-6-307	Title V Requirement/Condition Violation.

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Air Liquide Large Industries US LP	B7419	Rodeo	A61241A	9/20/2022	2-6-307	Title V Requirement/Condition Violation.
All Star Services, Inc.	C7901	Concord	A62242	9/29/2022	8-7-302.3	Gasoline Dispensing Facility Violation.
Ameresco Keller Canyon LLC	B7667	Pittsburg	A61291A	9/20/2022	2-6-307	Title V Requirement/Condition Violation.

Ameresco Keller Canyon LLC	B7667	Pittsburg	A61291B	9/20/2022	9-8-503	Internal Combustion Engine Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A60248A	9/15/2022	1-301	Public Nuisance Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A60249A	9/15/2022	1-301	Public Nuisance Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A60250A	9/15/2022	1-301	Public Nuisance Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A60251A	9/15/2022	1-301	Public Nuisance Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A60252A	9/15/2022	1-301	Public Nuisance Violation.
C & H Sugar Company, Inc.	B1911	Crockett	A61736A	9/29/2022	2-1-302	No Permit to Operate.
C & H Sugar Company, Inc.	B1911	Crockett	A62053A	9/22/2022	1-301	Public Nuisance Violation.
Chevron Products Company	A0010	Richmond	A57781A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A57782A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A57783A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A58398A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60003A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60004A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A61068A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60923A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.

Chevron Products Company	A0010	Richmond	A60924A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60925A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60926A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60927A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A61067A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60024A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60036A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60037A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60038A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60921A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60922A	9/29/2022	12-11-502.3	Refinery Flare Monitoring Violation.
Chevron Products Company	A0010	Richmond	A60006A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60008A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60016A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60021A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.

Chevron Products Company	A0010	Richmond	A60022A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	A0010	Richmond	A60023A	9/22/2022	2-1-307	Permit Requirement/Condition Violation.
Chevron Products Company	P4764	San Ramon	A61699A	9/30/2022	2-1-301	No Authority to Construct.
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A60887A	9/28/2022	2-6-307	Title V Requirement/Condition Violation.
Keller Canyon Landfill Company	A4618	Pittsburg	A61292A	9/26/2022	2-6-307	Title V Requirement/Condition Violation.
Martinez Refining Company LLC	A0011	Martinez	A60828A	9/8/2022	6-1-302	Visible Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A60829A	9/8/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A60830A	9/8/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A60831A	9/15/2022	9-1-307	SO2 Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A60832A	9/15/2022	9-1-307	SO2 Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A60833A	9/15/2022	9-1-307	SO2 Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A62000A	9/2/2022	6-1-302	Visible Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A62001A	9/2/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A62002A	9/2/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A60834A	9/15/2022	2-6-307	Title V Requirement/Condition Violation.

Martinez Refining Company LLC	A0011	Martinez	A61995A	9/1/2022	6-1-302	Visible Emissions Violation.
Martinez Refining Company LLC	A0011	Martinez	A61996A	9/1/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A61997A	9/1/2022	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A61998A	9/1/2022	10	Code of Federal Regulation Violation.
Martinez Refining Company LLC	A0011	Martinez	A61999A	9/1/2022	10	Code of Federal Regulation Violation.
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61236A	9/19/2022	10	Code of Federal Regulation Violation.
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61237A	9/19/2022	10	Code of Federal Regulation Violation.
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61238A	9/19/2022	2-6-307	Title V Requirement/Condition Violation.
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61239A	9/19/2022	10	Code of Federal Regulation Violation.
Richmond Products Terminal	A0057	Richmond	A61734A	9/28/2022	8-5-305.3	Storage Tank Violation.
Richmond Products Terminal	A0057	Richmond	A61735A	9/28/2022	8-5-322.5	Storage Tank Violation.
Shell Catalysts & Technologies	A0227	Pittsburg	A61293A	9/26/2022	2-6-307	Title V Requirement/Condition Violation.
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60789A	9/12/2022	2-6-501	Title V Monitoring Violation.
TRC	B2967	Antioch	A61294A	9/29/2022	2-1-307	Permit Requirement/Condition Violation.

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Adventist Health St Helena	A1352	Saint Helena	A61522A	9/21/2022	2-1-301	No Authority to Construct and No Permit to Operate.
Adventist Health St Helena	A1352	Saint Helena	A61522B	9/21/2022	2-1-302	No Authority to Construct and No Permit to Operate.

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bimbo Bakeries USA	A2483	South San Francisco	A59727A	9/1/2022	9-7-506	Boiler Emissions Violation.
Bimbo Bakeries USA	A2483	South San Francisco	A60327A	9/1/2022	9-7-506	Boiler Emissions Violation.
Harbor Ready Mix	E3957	San Carlos	A60329A	9/20/2022	2-1-307	Permit Requirement/Condition Violation.
Harbor Ready Mix	E3957	San Carlos	A60330A	9/20/2022	2-1-307	Permit Requirement/Condition Violation.

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bay West Development	FA643	Campbell	A61585A	9/6/2022	1-1-440	Denied Access Violation.
Bellarmine College Preparatory	E0450	San Jose	A61587A	9/23/2022	9-8-503	Internal Combustion Engine Violation.
Good Samaritan Hospital	A0453	San Jose	A61588A	9/23/2022	2-1-307	Permit Requirement/Condition Violation.
Google, Inc.	E1680	Mountain View	A60328A	9/22/2022	10	Code of Federal Regulation Violation.

Green Planet Gas, Inc.	FB179	Sunnyvale	A60752A	9/16/2022	8-7-301.5	Gas Dispensing Facility Violation.
Los Gatos Memorial Park	B2958	San Jose	A61634A	9/29/2022	2-1-307	Permit Requirement/Condition Violation.
Senju Comtek Corporation	B1581	San Jose	A61586A	9/15/2022	2-1-301	No Authority to Construct and No Permit to Operate.
Senju Comtek Corporation	B1581	San Jose	A61586B	9/15/2022	2-1-302	No Authority to Construct and No Permit to Operate.
Wyant & Smith Crematory	B2867	Sunnyvale	A58397A	9/16/2022	2-1-307	Permit Requirement/Condition Violation.

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Anheuser-Busch LLC	A0606	Fairfield	A61178A	9/28/2022	2-6-307	Title V Requirement/Condition Violation.
Anheuser-Busch LLC	A0606	Fairfield	A61179A	9/28/2022	2-1-320	Misrepresentation in Permit Application.
Anheuser-Busch LLC	A0606	Fairfield	A61180A	9/28/2022	2-1-301	No Authority to Construct.
Anheuser-Busch LLC	A0606	Fairfield	A61181A	9/28/2022	2-1-301	No Authority to Construct.
Valero Refining Company	B5574	Benicia	A60804A	9/7/2022	8-5-322.5	Storage Tank Violation.
Valero Refining Company	B5574	Benicia	A60807A	9/27/2022	8-5-322.5	Storage Tank Violation
Valero Refining Company - California	B2626	Benicia	A60805A	9/16/2022	8-28-304.2	Refinery Pressure Relief Device Violation.
Valero Refining Company - California	B2626	Benicia	A60806A	9/16/2022	8-28-401	Refinery Pressure Relief Device Violation.
Valero Refining Company - California	B2626	Benicia	A60808A	9/27/2022	9-1-307	SO2 Emissions Violation.

Valero Refining Company - California	B2626	Benicia	A60808B	9/27/2022	10	Code of Federal Regulation Violation.
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Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BoDean Company Inc.	A1641	Santa Rosa	A61564A	9/2/2022	1-301	Public Nuisance Violation.
BoDean Company Inc.	A1641	Santa Rosa	A61565A	9/21/2022	1-301	Public Nuisance Violation.
BoDean Recycle Plant	E5248	Windsor	A61563A	9/1/2022	2-1-301	No Authority to Construct and No Permit to Operate.
BoDean Recycle Plant	E5248	Windsor	A61563B	9/1/2022	2-1-302	No Authority to Construct and No Permit to Operate.

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 4 settlement(s) for \$10,000 or more completed in September 2022.

- 1) On September 12, 2022, the District reached settlement with University of California, Berkeley for \$15,000, regarding the allegations contained in the following 4 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A58837A	6/29/2020	3/1/2017	2-6-307	Title V Requirement/Condition Violation.
A58847A	9/9/2021	12/1/2020	2-1-302	No Permit to Operate.
A58848A	9/9/2021	12/1/2020	2-6-307	Title V Requirement/Condition Violation.
A58849A	9/29/2021	1/1/2020	2-6-307	Title V Requirement/Condition Violation.

- 2) On September 17, 2022, the District reached settlement with Keller Canyon Landfill Co. for \$83,750, regarding the allegations contained in the following 7 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A58263A	6/19/2019	6/30/2016	2-6-307	Title V Requirement/Condition Violation.
A58264A	6/19/2019	6/18/2019	8-34-301.2	Landfill Violation.
A58265A	6/19/2019	6/18/2019	8-34-303	Landfill Violation.
A58265B	6/19/2019	6/18/2019	10	Code of Federal Regulation Violation.
A58266A	6/19/2019	6/18/2019	8-34-305.1	Landfill Violation.
A58266B	6/19/2019	6/18/2019	10	Code of Federal Regulation Violation.
A58267A	6/19/2019	6/18/2019	8-34-501	Landfill Violation.
A60413A	9/3/2021	9/1/2021	8-34-301.2	Landfill Violation.
A60416A	10/14/2021	4/22/2021	8-34-303	Landfill Violation.
A60416B	10/14/2021	4/22/2021	CCR	California Code of Regulation Violation.

3) On September 19, 2022, the District reached settlement with Mission Valley Rock Co. for \$12,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A57396A	10/1/2020	8/4/2020	2-1-307	Permit Requirement/Condition Violation.

4) On September 29, 2022, the District reached settlement with Double AA El Camino for \$35,000, regarding the allegations contained in the following 9 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A57206A	5/24/2017	4/6/2017	8-7-301	Gas Dispensing Facility Violation.
A57206B	5/24/2017	4/6/2017	8-7-302	Gas Dispensing Facility Violation.
A57207A	5/24/2017	4/4/2017	2-1-307	Permit Requirement/Condition Violation.
A58432A	12/4/2018	9/24/2018	8-7-301.5	Gas Dispensing Facility Violation.
A58433A	12/4/2018	9/24/2018	8-7-302.5	Gas Dispensing Facility Violation.
A58434A	12/4/2018	9/12/2018	8-7-301.5	Gas Dispensing Facility Violation.
A58439A	12/12/2018	2/16/2017	2-1-307	Permit Requirement/Condition Violation.
A58441A	1/25/2019	1/25/2019	8-7-302.1	Gas Dispensing Facility Violation.
A59314A	3/16/2020	7/24/2019	2-1-302	No Permit to Operate.
A59707A	6/28/2021	7/26/2019	2-1-307	Permit Requirement/Condition Violation.

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: November 2, 2022

Re: Participation in 2022-2023 Funding Agricultural Reduction Measures for Emission
Reductions Incentive Program

RECOMMENDED ACTION

1. Authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend new funds from the California Air Resources Board (CARB) for the Funding Agricultural Reduction Measures for Emission Reductions (FARMER) Program, up to \$6.7 million in fiscal year 2022-2023;
2. Adopt a resolution authorizing the Air District's participation in the FARMER program; and
3. Authorize the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding, and to execute grant agreements and amendments for projects with individual grant award amounts up to \$500,000.

BACKGROUND

The Air District has participated in the FARMER Program since its inception in 2017. CARB developed the FARMER Program to meet the Legislature's objectives for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector, in service of the State's emission reduction goals.

This program provides funding to public and private entities to reduce emissions of oxides of nitrogen (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Eligible FARMER projects include agricultural vehicle and equipment replacements that meet the qualifications for the Carl Moyer Program (CMP), such as heavy-duty truck replacements, mobile off-road farm equipment replacements, and agricultural irrigation pump replacements, as well as zero-emission agricultural equipment.

The 2022 California State Budget appropriated \$150 million in statewide Greenhouse Gas Reduction Fund (GGRF) funds to CARB for the FARMER Program. State allocation amounts for Fiscal Year (FY) 2022-2023 are larger than prior years due to a change in the allocation formula based on the results of the recently completed 2021 California agricultural equipment emissions inventory (AG2021). This updated inventory report shows a higher percentage of equipment and emissions attributed to the Bay Area region that will result in higher allocations of FARMER funding to the Bay Area Air District in the current and future funding cycles.

To date, the Air District has awarded 60 emissions reduction projects in the Bay Area under the FARMER program, totaling nearly \$7 million. Table 1 shows the Air District’s revenue since the FARMER program’s first cycle of funding. The Year 4 allocation is higher than previous years because it represents two fiscal years’ worth of funding. The Year 5 allocation is expected to be higher than any single year’s worth of funding and this trend is expected to continue.

Table 1
Air District FARMER Allocation

FARMER Program Year	CARB Fiscal Year	BAAQMD Allocation
1	2017-2018	\$1,990,800
2	2018-2019	\$1,922,690
3	2019-2020	\$ 808,162
4	2021-2022	\$3,756,900*
5 (expected)	2022-2023	between \$2.6M to \$6.7M

*FARMER Program Year 4 allocation was based on two fiscal years of funding.

DISCUSSION

The Air District applied for nearly \$6.7 million for the fifth cycle of the FARMER Program in October of 2022. Up to 6.25% of the total funds awarded to the Air District may be used to pay for administrative expenses related to the implementation of this program. If the Board approves participation in the program, and following execution of a grant agreement with CARB, staff would begin accepting FARMER applications as early as spring 2023. Eligible projects will be evaluated under the most recent version of FARMER Program Guidelines approved by CARB and applications will be reviewed on a first-come first served basis.

Staff is requesting a continuation of the Board’s direction to delegate the Executive Officer/APCO the authority to execute contracts and amendments for projects with individual grant awards up to \$500,000. Projects with recommended award amounts over \$500,000 are brought to the Mobile Source and Climate Impacts Committee for consideration at least on a quarterly basis.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Revenue from FARMER Year 5 is anticipated to total between \$2.6 million and \$6.7 million. At least 92.75% of the funding will be distributed to grantees on a reimbursement basis for direct project expenses, and up to 6.25% of the revenue will be used by the Air District for its own administrative costs. These revenues will be budgeted in FYE 24 and future years, as needed.

Each cycle of grant funding that is accepted by the Air District creates an obligation of effort that has a typical duration of between ten to fourteen years, whereby most work occurs in the first four years, involving project solicitation and outreach, awarding, contracting, inspections, and reimbursements, as well as project monitoring and reporting to CARB. Future years work includes continued project monitoring, reporting to CARB, and enforcement action when needed.

The Air District has been implementing the FARMER program using existing staff resources. If the Board approves this action, staff will be working with Executive Management and the management auditor to identify opportunities to increase staffing needed to resource the new work-effort, as well as the workload that is associated with the four other prior year cycles.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alona Davis
Reviewed by: Karen Schkolnick

ATTACHMENTS:

1. Draft Resolution Accepting Fiscal Year 2022-23 FARMER Program Funding from the California Air Resources Board

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2022 -

Resolution Accepting Fiscal Year 2022-23 “Funding Agricultural Reduction Measures for Emission Reductions” Program Funding from the California Air Resources Board

WHEREAS, the California Air Resources Board (ARB) developed the Funding Agricultural Reduction Measures for Emission Reductions (FARMER) Program to meet the Legislature’s objectives and help meet the State’s criteria, toxic, and greenhouse gas emission reduction goals from the agricultural sector;

WHEREAS, the Bay Area Air Quality Management District (District) has successfully implemented the FARMER Program since its inception in 2017;

WHEREAS, the District submitted an application requesting nearly \$7 million in FARMER funds to implement the fifth cycle of the FARMER Program beginning in Fiscal Year (FY) 2022-2023;

WHEREAS, eligible projects include agricultural vehicle and equipment replacements that meet the qualifications for the Carl Moyer Program, such as heavy-duty truck replacements, mobile off-road farm equipment replacements, and agricultural irrigation pump replacements, zero-emission agricultural equipment, and advanced technology demonstration projects;

WHEREAS, the District will follow the most recent version of the FARMER Guidelines released by ARB in the implementation of FARMER funds;

WHEREAS, the District may use up to 6.25 percent of the funds it receives to pay the reasonable costs of implementing the incentive program.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the District’s acceptance of FY 2022-2023 FARMER funds to be awarded to eligible projects in accordance with legislative and applicable program requirements.

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 ARB and 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: November 2, 2022

Re: Authorization to Execute a Contract Amendment with Oppenheimer Investigations
Group, LLP

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to amend the contract with Oppenheimer Investigation Group, LLP. This will increase the maximum amount of the contract not to exceed \$150,000 for legal services related to workplace investigations.

BACKGROUND

Periodically, the Air District has the need to engage an outside law firm for the purpose of conducting workplace investigations. Outside law firms are utilized for this type of work due to the specialization required in personnel matters.

DISCUSSION

Oppenheimer Investigation Group, LLP currently works with the Air District and is familiar with the Air District's organizational structure, operations, and policies. Oppenheimer Investigation Group, LLP specializes in workplace investigation, has experience working with public sector employers, and has performed work in a timely and efficient manner. Given the firm's experience, this amendment is requested as a no-bid contract amendment. The amendment will allow the Air District to engage with the firm on any current and future matters.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The costs for the amendment are included in the Human Resources Office's Fiscal Year Ending 2023 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Judy Yu
Reviewed by: Terri Levels

ATTACHMENTS:

1. Original Executed Contract No. 2020.195 - Law Offices of Amy Oppenheimer
2. Executed Contract No. 2020.195 - Amendment 1 - Law Offices of Amy Oppenheimer
3. Executed Contract No. 2020.195 - Amendment 2 - Oppenheimer Investigations Group, LLP
4. Executed Contract No. 2020.195 - Amendment 3 - Oppenheimer Investigations Group, LLP
5. Executed Contract No. 2020.195 - Amendment 4 - Oppenheimer Investigations Group, LLP
6. Draft Contract No. 2020.195 - Amendment 5 - Oppenheimer Investigations Group, LLP

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2020.195

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 **Law Offices of Amy Oppenheimer** (“CONTRACTOR”) whose address is 1442A Walnut Street #234, Berkeley, CA 94709.

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 December 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.

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.

- iv) Professional liability insurance with limits not less than \$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.

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 \$20,000.
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 \$20,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Law Offices of Amy Oppenheimer
1442A Walnut Street, #234
Berkeley, CA 94709
Attn: Cody Holtz

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- C. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
- D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
- F. Prevent access to such materials by a person or entity not authorized under this Contract.

- G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.
- “This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”
- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’S premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed

by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

LAW OFFICES OF AMY OPPENHEIMER

By: DocuSigned by:
Jeff McKay
382C71570CFB4F8...
Jack P. Broadbent
Executive Officer/APCO

By: Cody Holtz
Cody Holtz
Office Manager

Date: 9/1/2020

Date: 8/28/2020

Approved as to form:
District Counsel

By: DocuSigned by:
Brian Bunger 9/1/2020
2C11BC0B537B4A2...
Brian C. Bunger
District Counsel

ATTACHMENT A

SCOPE OF WORK

DISTRICT seeks investigative services to aid its Human Resources division. CONTRACTOR has over 25 years of experience and CONTRACTOR will provide investigative services which include reviewing documents, interviewing witnesses, and writing a report that includes factual findings without making ultimate legal conclusions.

To accomplish these services CONTRACTOR will begin investigations by meeting with DISTRICT representatives to discuss particular concerns with respect to the investigation at hand. CONTRACTOR will explore various options in resolving the issue as part of the investigation. CONTRACTOR standard practice is to record interviews of witnesses and to provide the DISTRICT with a detailed report outlining CONTRACTOR findings at the conclusion of the investigation. CONTRACTOR determines whether the facts occurred as alleged by the complainant. CONTRACTOR can make ultimate determinations and/or recommendations if DISTRICT specifically requests that CONTRACTOR does so. Otherwise, CONTRACTOR leaves the analysis whether the facts found constitute a violation of the rules and/or law, to DISTRICT and/or any other attorneys DISTRICT may delegate. CONTRACTOR will make certain to remain neutral and unbiased in conducting investigation so that CONTRACTOR's investigators can be credible witnesses, if called to testify.

ATTACHMENT B**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-material basis for completion of the tasks outlined in Attachment A, Scope of Work. CONTRACTOR will submit invoices for its actual time and material costs in accordance with Section 8, "Payment", of this Contract. The tasks and services will be performed by the following at the specified rates:

Labor Rates

Name(s)	Rate
Amy Oppenheimer	\$445 per hour
Tina Ro-Connolly & Vida Thomas	\$395 per hour
Zaneta Seidel, Alezah Trigueros, Fernando Flores, Ilona Turner, Anna Gehriger, Sandy Fu, Julie Matlof Kennedy	\$345 per hour
Kim DaSilva, Madeline Buitelaar, Renee Jansen, Garrett Smith	\$295 per hour
Writer/Editor/Interns	\$195 per hour

Materials, Travel and Other Rates

Copying is charged at \$0.25 per page. Additional prints, postage and special deliveries (i.e Fed-Ex, PS, DHL, messenger service), and other hired deliveries completed at the request of DISTRICT or necessary to comply with court or other deadline will also be billed to the DISTRICT.

DISTRICT will reimburse CONTRACTOR for travel time at the usual hourly rate of the individual providing the service. DISTRICT will reimburse CONTRACTOR for travel costs only to the extent that they comply with DISTRICT policy, which is attached as Attachment C, "Contractor Travel Policy".

Total cost of Contract not to exceed: \$20,000



*Committed to Achieving Clean Air to Protect
the Public's Health and the Environment*

Attachment C

Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

GUIDELINES

Making Travel Arrangements

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. The Bay Area Air Quality Management District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
 - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
 - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
 - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
 - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
 - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
 - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
 - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
 - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
 - **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
 - **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
 - **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).
3. Travel Time Charging
 - Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.195

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, April 8, 2021.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Law Offices of Amy Oppenheimer** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for investigative services to aid DISTRICT’s Human resource division (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES seek to amend the total cost to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. The PARTIES seek to amend the name of the CONTRACTOR because CONTRACTOR has a new business name.
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 Paragraph D of Section 8, “Payment,” of the Contract to replace “\$20,000” with “\$25,689.”
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$20,000” with “\$25,689.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B COST SCHEDULE to replace “**Total cost of Contract not to exceed: \$20,000**” with “**Total cost of Contract not to exceed: \$25,689**”.
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend all references to “Law Offices of Amy Oppenheimer” with “Oppenheimer Investigations Group, LLP” in the Contract.

5. 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

OPPENHEIMER INVESTIGATIONS GROUP,
LLP

DocuSigned by:
Jeff McKay
By: _____
Jack P. Broadbent
Executive Officer/APCO

Cody Holtz
By: _____
Cody Holtz
Office Manager

Date: 4/16/2021

Date: April 15, 2021

Approved as to form:
District Counsel

DocuSigned by:
Brian Bungler
By: _____
Brian C. Bungler
District Counsel

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.195

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 1, 2021.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oppenheimer Investigations Group, LLP** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for investigative services to aid DISTRICT’s Human resource division (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 8, 2021, for reference purposes only, to amend the business name of the CONTRACTOR and the total cost of the Contract.
3. The PARTIES seek to amend the term and total cost to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
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 December 31, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$25,689” with “\$35,689.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$25,689” with “\$35,689.”
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached “Attachment B-1, Cost Schedule” and agree that all

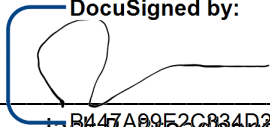
references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.

- 5. 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

OPPENHEIMER INVESTIGATIONS GROUP,
LLP

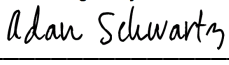
DocuSigned by:

 By: _____
 B447A89F52C834D2...
 Jack P. Broadbent
 Executive Officer/APCO


 By: _____
 Cody Holtz
 Office Manager

Date: 11/9/2021

Date: October 6, 2021

Approved as to form:
District Counsel

DocuSigned by:

 By: _____ 11/3/2021
 150A910F987E4D3...
 Adan Schwartz
 Acting District Counsel

ATTACHMENT B-1**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-material basis for completion of the tasks outlined in Attachment A, Scope of Work. CONTRACTOR will submit invoices for its actual time and material costs in accordance with Section 8, "Payment", of this Contract. The tasks and services will be performed by the following at the specified rates:

Labor Rates

Name(s)	Rate
Amy Oppenheimer	\$445 per hour
Tina Ro-Connolly & Vida Thomas	\$395 per hour
Zaneta Seidel, Alezah Trigueros, Fernando Flores, Ilona Turner, Anna Gehriger, Sandy Fu, Julie Matlof Kennedy	\$345 per hour
Kim DaSilva, Madeline Buitelaar, Renee Jansen, Garrett Smith	\$295 per hour
Writer/Editor/Interns	\$195 per hour

Labor Rates: Effective January 1, 2022

Attorney Name(s)	Rate
Amy Oppenheimer	\$480 per hour
Tina Ro-Connolly, Vida Thomas, and Julie Matlof Kennedy	\$420 per hour
Zaneta Seidel, Alezah Trigueros, Danielle Drossel, Ilona Turner, Anna Gehriger, Sandy Fu	\$360 per hour
Madeline Buitelaar, Gorev Ahuja, Julia Olivier, Ashlyn Clark, Renee Jansen, Garrett Smith	\$300 per hour
Writers/Editors	\$180 per hour
Interns	\$120 per hour

*The rate for supervision/substantive report review, regardless of attorney, is \$420 per hour.

Materials, Travel and Other Rates

Copying is charged at \$0.25 per page. Additional prints, postage and special deliveries (i.e Fed-Ex, PS, DHL, messenger service), and other hired deliveries completed at the request of DISTRICT or necessary to comply with court or other deadline will also be billed to the DISTRICT.

DISTRICT will reimburse CONTRACTOR for travel time at the usual hourly rate of the individual providing the service. DISTRICT will reimburse CONTRACTOR for travel costs only to the extent that they comply with DISTRICT policy, which is attached as Attachment C, "Contractor Travel Policy".

Total cost of Contract not to exceed: \$35,689.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.195

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, May 11, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oppenheimer Investigations Group, LLP** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for investigative services to aid DISTRICT’s Human resource division (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 8, 2021, for reference purposes only, to amend the business name of the CONTRACTOR and the total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated October 1, 2021, for reference purposes only, to amend the term, total cost, and Attachment B, Cost Schedule, with “Attachment B-1, Cost Schedule” of the Contract.
4. The PARTIES seek to amend Attachment B-1, Cost Schedule, with “Attachment B-2, Cost Schedule” of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
5. 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 replace Attachment B-1, Cost Schedule, with the attached “Attachment B-2, Cost Schedule” and agree that all references in the Contract to Attachment B-1 shall be deemed to refer to Attachment B-2, Cost Schedule.
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

OPPENHEIMER INVESTIGATIONS GROUP,
LLP

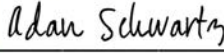
By: 
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Alexander G. Crockett
Interim Executive Officer/APCO

By: 
Cody Holtz
Office Manager

Date: 5/17/2022

Date: May 13, 2022

Approved as to form:
District Counsel

By: 
Adan Schwartz
Acting District Counsel

ATTACHMENT B-2**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-material basis for completion of the tasks outlined in Attachment A, Scope of Work. CONTRACTOR will submit invoices for its actual time and material costs in accordance with Section 8, "Payment", of this Contract. The tasks and services will be performed by the following at the specified rates:

Labor Rates: Effective January 1, 2022

Attorney Name(s)	Rate
Amy Oppenheimer	\$480 per hour
Tina Ro-Connolly, Vida Thomas, and Tracey Merwise	\$420 per hour
Zaneta Seidel, Alezah Trigueros, Danielle Drossel, Ilona Turner, Sandy Fu, Renee Jansen	\$360 per hour
Madeline Buitelaar, Gorev Ahuja, Julia Olivier, Ashlyn Clark, , Alice Donahue , Alfredo Diaz, Maria Walker, Roxanne Hill	\$300 per hour
Writers/Editors Garrett Smith and Justina Yassa	\$180 per hour
Interns	\$120 per hour

*The rate for supervision/substantive report review, regardless of attorney, is \$420 per hour.

Materials, Travel and Other Rates

Copying is charged at \$0.25 per page. Additional prints, postage and special deliveries (i.e Fed-Ex, PS, DHL, messenger service), and other hired deliveries completed at the request of DISTRICT or necessary to comply with court or other deadline will also be billed to the DISTRICT.

DISTRICT will reimburse CONTRACTOR for travel time at the usual hourly rate of the individual providing the service. DISTRICT will reimburse CONTRACTOR for travel costs only to the extent that they comply with DISTRICT policy, which is attached as Attachment C, "Contractor Travel Policy".

Total cost of Contract not to exceed: \$35,689.

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.195

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 1, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oppenheimer Investigations Group, LLP** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for investigative services to aid DISTRICT’s Human resource division (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 8, 2021, for reference purposes only, to amend the business name of the CONTRACTOR and the total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated October 1, 2021, for reference purposes only, to amend the term, total cost, and Attachment B, Cost Schedule, with “Attachment B-1, Cost Schedule” of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 11, 2022, for reference purposes only, to amend the Cost Schedule with “Attachment B-2, Cost Schedule” of the Contract.
5. The PARTIES seek to amend the total cost to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$35,689” with “\$65,689.”
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$35,689” with “\$65,689.”

- 3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
- 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

OPPENHEIMER INVESTIGATIONS GROUP,
LLP

By: DocuSigned by:
Veronica Eady
003B3B4BDCD74ED
 Veronica Eady
 Acting Executive Officer/APCO

By: *Cody Holtz*
 Cody Holtz
 Office Manager

Date: 8/15/2022

Date: August 4, 2022

Approved as to form:
District Counsel

By: DocuSigned by:
Alexander Crockett 8/15/2022
B5AE1A26FCA4453...
 Alexander G. Crockett
 District Counsel

ATTACHMENT B-3**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-material basis for completion of the tasks outlined in Attachment A, Scope of Work. CONTRACTOR will submit invoices for its actual time and material costs in accordance with Section 8, "Payment", of this Contract. The tasks and services will be performed by the following at the specified rates:

Labor Rates: Effective January 1, 2022

Attorney Name(s)	Rate
Amy Oppenheimer	\$480 per hour
Tina Ro-Connolly, Vida Thomas, and Tracey Merwise	\$420 per hour
Zaneta Seidel, Alezah Trigueros, Danielle Drossel, Ilona Turner, Sandy Fu, Renee Jansen	\$360 per hour
Madeline Buitelaar, Gorev Ahuja, Julia Olivier, Ashlyn Clark, , Alice Donahue , Alfredo Diaz, Maria Walker, Roxanne Hill	\$300 per hour
Writers/Editors Garrett Smith and Justina Yassa	\$180 per hour
Interns	\$120 per hour

*The rate for supervision/substantive report review, regardless of attorney, is \$420 per hour.

Materials, Travel and Other Rates

Copying is charged at \$0.25 per page. Additional prints, postage and special deliveries (i.e Fed-Ex, PS, DHL, messenger service), and other hired deliveries completed at the request of DISTRICT or necessary to comply with court or other deadline will also be billed to the DISTRICT.

DISTRICT will reimburse CONTRACTOR for travel time at the usual hourly rate of the individual providing the service. DISTRICT will reimburse CONTRACTOR for travel costs only to the extent that they comply with DISTRICT policy, which is attached as Attachment C, "Contractor Travel Policy".

Total cost of Contract not to exceed: \$65,689.

AMENDMENT NO. 5 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.195

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 13, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oppenheimer Investigations Group, LLP** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for investigative services to aid DISTRICT’s Human resource division (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 8, 2021, for reference purposes only, to amend the business name of the CONTRACTOR and the total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated October 1, 2021, for reference purposes only, to amend the term, total cost, and Attachment B, Cost Schedule, with “Attachment B-1, Cost Schedule” of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 11, 2022, for reference purposes only, to amend the Cost Schedule with “Attachment B-2, Cost Schedule” of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated August 1, 2022, for reference purposes only, to amend the total cost and amend the Cost Schedule with “Attachment B-3, Cost Schedule” of the Contract.
6. The PARTIES now seek to amend the total cost to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
7. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as set forth in this Amendment No. 5.

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$65,689" with "\$150,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$65,689" with "\$150,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend the final line of Appendix B-3 of the Contract, "Cost Schedule," to replace the sentence "Total cost of Contract not to exceed: \$65,689" with "Total cost of Contract not to exceed: \$150,000."
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

OPPENHEIMER INVESTIGATIONS GROUP,
LLP

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Cody Holtz
Office 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: November 2, 2022

Re: Authorization to Execute a Purchase Order with Salibri Cooper Incorporated

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to execute a purchase order to Salibri Cooper Incorporated in the amount not to exceed \$185,000 for an Xact 625i analyzer for continuous, near real-time particulate matter elemental speciation.

BACKGROUND

The Air Monitoring Projects and Technology (AMPT) section performs ambient air monitoring and sampling of toxic air pollutants. With a focus on understanding air quality at the local level, AMPT uses mobile (in-motion) and portable (short-term, relocatable) monitoring to characterize concentrations of air pollutants in communities, to provide data for understanding sources that contribute to the pollution and to inform follow-up investigation and actions to reduce emissions in communities.

DISCUSSION

Particulate Matter (PM) is a key pollutant of interest in many community-level air quality programs. However, identifying the sources of PM often requires an understanding of the makeup of PM, known as PM elemental speciation. Current District capabilities allow *post-hoc* analysis of PM samples and is limited to average concentrations over a 24-hour sampling period. A continuous, near real-time measurement of PM elemental speciation will allow us to understand how PM make-up changes with meteorology, time of day or day of week, or with other pollutants, which will support identification of PM sources and follow-up enforcement measures. In addition, health-relevant pollutants, such as lead, can also be monitored and reported at the community-scale.

After a thorough review of literature and technical documentation, the Xact 625i (Salibri Cooper Incorporated) was found to be one of two commercially available analyzers that can provide continuous PM elemental speciation. When comparing the two analyzers, the Xact 625i demonstrated lower detection limits and comes with more measured elements, 44 versus the competitor's 15. Furthermore, long-term users who have extensive experience operating both analyzers were consulted and suggested that the Xact 625i is robust enough for mobile and portable measurements. They also noted that when compared to the competing unit, the Xact 625i had more accessible technical support through the manufacturer and showed better agreement when compared to a Federal Reference Method during side-by-side testing.

Based on these investigations, we believe the Xact 625i is the only suitable instrument to add continuous PM elemental analysis to AMPT's current measurement capabilities.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds amounting to \$185,000 were approved for this purchase in the Fiscal Year Ending 2023 budget for Air Monitoring Projects and Technology (Program Code 810) Account 60125, Lab and Monitoring Equipment. Funding sources have been verified to ensure there are enough funds to complete this purchase.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Charity Garland
Reviewed by: Ranyee Chiang

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: November 2, 2022

Re: Consider Approval of Hiring Recommendation at Step E of Salary Range 148M for
the Manager (Community Engagement Manager) Position

RECOMMENDED ACTION

Recommend the Board of Directors consider approving a hiring recommendation at Step E of Salary Range 148M for the Manager (Community Engagement Manager) position.

BACKGROUND

The recruitment and selection process for the Manager (Community Engagement Manager) position has been completed. Division III, Section 6.4 of the Bay Area Air Quality Management District's (Air District) Administrative Code states that recommendation by the Executive Officer/APCO and approval of the Board of Directors is required for hiring employees at Step E.

DISCUSSION

The Air District recently conducted a recruitment for the Manager (Community Engagement Manager) position. The process included a review of minimum qualifications, application screening, and hiring interviews. The candidate who is recommended for the position has extensive experience and expertise in environmental justice, legislative and environmental policy advocacy at the national and international level, meaningful community engagement, and deep climate justice expertise. More specifically, the candidate is a transformative and senior climate justice thought leader with more than eighteen years of experience strategically designing political and environmental campaigns to impact corporate practices across extractive industries and global supply chains. They are service-oriented, with excellent communication skills—demonstrated by their ability to clearly express technical knowledge and share research experience on social justice and humanitarian efforts as it relates to air pollution, health disparities, and chemical exposures. The candidate is well-recognized as a sector leader in collaborating with cross-cultural and functional teams to execute climate and environmental justice strategies across programmatic portfolios and organizational operations. In addition, they have been awarded multiple high-level climate and environment grants making a significant impact on climate change.

To offer a salary more commensurate with the candidate’s experience, staff is recommending approval to hire the Manager (Community Engagement Manager) at Step E of salary range 148M.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The salary for the Manager (Community Engagement Manager) position at Step E is \$183,028.75 per year and is included in the Fiscal Year Ending 2023 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Ismail Alexander
Reviewed by: Rex Sanders

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: November 2, 2022

Re: Report of the Technology Implementation Office Steering Committee Meeting of
October 14, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Technology Implementation Office Steering Committee met on Friday, October 14, 2022, and approved the minutes of May 13, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361 (Rivas 2021), allowing remote meetings. Members of the Committee participated by teleconference.

The Committee received and discussed the staff presentation *Update on Climate Tech Finance Statewide Expansion*.

The next meeting of the Technology Implementation Office Steering Committee will be held at the Call of the Chair. This concludes the Report of the Technology Implementation Office Steering 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. Technology Implementation Office Steering Committee Meeting Memorandums of October 14, 2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Technology Implementation Office Steering Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 14, 2022

Re: Update on Climate Tech Finance Statewide Expansion

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Climate Tech Finance is the Air District's first loan program, with the aim of reducing greenhouse gases by accelerating the commercialization of climate technologies. The program offers two financing vehicles: loan guarantees to improve access to credit for climate technology entrepreneurs, and direct loans to improve local government access to capital when buying climate technologies. These financial products are offered through a partnership with the California Infrastructure and Economic Development Bank (IBank) and in close collaboration with the state's Financial Development Corporations (FDCs).

To date, the Climate Tech Finance program has successfully funded ten loans totaling \$23.6 million. Of these loans, five were funded with guarantees above 80%, for which the Air District encumbered a total of \$955,000. The loan guarantees mature on a seven-year term, but may resolve earlier if loans are repaid sooner. Climate Tech Finance has supported companies working in energy, mobility, circular economy, and climate advocacy sectors. The companies the program has supported are projected to reduce over 2.5 megatonnes of CO₂-equivalent emissions by 2026.

The American Rescue Plan Act of 2021 allocated \$10 billion to the State Small Business Credit Initiative (SSBCI), of which California will receive \$895 million—roughly five times larger than the previous SSBCI program in 2010. IBank receives half of these funds, which are directed to the loan guarantee program within the Climate Tech Finance partnership.

DISCUSSION

On September 6, 2022, the Air District executed an agreement with IBank to establish a fee-sharing arrangement to help fund the Air District's administrative costs. These funds can cover the costs for performing loan guarantee evaluations outside the Bay Area. Collecting the funds also builds up a revenue base that could fund additional staffing in the future, to further expand the program's capacity to catalyze climate financing.

On September 15, 2022, the Air District and IBank jointly announced the launch of Climate Tech Finance statewide. The statewide effort introduces a few key changes to the program:

- All small businesses with California operations are now eligible for Climate Tech Finance loan guarantees.
- The maximum loan guarantee amount increases from \$2.5 million to \$5 million.
- The maximum loan guarantee percentage decreases from 90% (with Air District contribution) to 80% of the loan amount, to meet the maximum percentage requirements for SSBCI funds. This means guarantees going forward will be fully backed by IBank, with no encumbrance of Air District funds.
- The Air District will receive a portion of the guarantee fee when a loan closes.

In the two weeks immediately following the launch announcement, staff completed 20 intake calls with interested borrowers, including 15 new prospects and 5 previously funded companies who are seeking larger loans. Staff also received requests from new lenders seeking to enroll in the loan guarantee program.

With the program's expanded audience and the Air District's changing role from guarantor to pure facilitator, staff are revisiting the program's focus on "climate tech" to ensure that the program aligns with California climate priorities and lenders' green banking guidelines. To that end, the program is guided by the question, "Will the product or service be part of a carbon-neutral economy by 2030?" Based on the history of the program to date, projects that can answer that question affirmatively have fallen in the following categories:

- Energy
 - Renewable Energy
 - Energy Storage
 - Energy Efficiency
 - Energy Management Systems
 - Grid Management
 - Microgrids
 - Fossil Fuel Replacement
- Mobility
 - Zero-Emission Vehicles
 - Zero-Emission Infrastructure

- Agriculture
 - Plant-Based Foods
 - Biomass Utilization
 - Bio-Sequestration
 - Soil Monitoring & Optimization
 - Livestock Dietary Design
- Circular Economy
 - Waste-to-Energy
 - Waste Utilization
 - Decarbonized Materials
 - Carbon Capture, Utilization, & Sequestration

Conversely, projects that the program has deemed ineligible for Climate Tech Finance loan guarantees have one of the following characteristics:

- Reliance on fossil fuels
- Reliance on fossil fuel infrastructure

Staff are seeking feedback from the Steering Committee on the appropriate climate tech focus for the program as it evaluates companies across the state. Staff also welcome recommendations from the Committee on opportunities for further focus and growth.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Derrick Tang
Reviewed by: Anthony Fournier

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: November 2, 2022

Re: Report of the Stationary Source & Climate Impacts Committee Meeting of October
17, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Stationary Source and Climate Impacts Committee met on Monday, October 17, 2022, and approved the minutes of September 19, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361 (Rivas 2021). Members of the Committee participated by teleconference.

The Committee then reviewed and discussed the staff presentation *Building Appliance Rules: Health and Equity Benefits*.

The Committee then reviewed and discussed the staff presentation *Building Appliance Rules Update Regulation 9, Rules 4 and 6*.

Finally, the Committee reviewed and discussed the staff presentation *Update on Air District Permitting*.

The next meeting of this committee will be Monday, November 21, 2022 at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the report of the Stationary Source and Climate Impacts 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. Stationary Source and Climate Impacts Committee Meeting Memorandums of October 17, 2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Lynda Hopkins and Members
of the Stationary Source and Climate Impacts Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 17, 2022

Re: Building Appliance Rules: Health and Equity Benefits

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District staff have drafted proposed amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces (“Rule 9-4”) and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (“Rule 9-6”). As supplemental information to support the development of Rule 9-4 and 9-6 amendments, Air District staff have conducted a modeling-based evaluation of the benefits of requiring residential and commercial space and water heating appliances that eliminate the emissions of nitrogen oxides (NO_x). Benefits are quantified for zero-NO_x gas-fired appliances and for electric appliances, which would eliminate all combustion-related emissions, including fine particulate matter (PM_{2.5}). Consumer choice uptake of electric appliances that replace natural gas-fired equivalents will increase the demand for electrical power. To understand the potential air quality impacts, staff have evaluated scenarios with forecasted increases in electric load being met with both fossil and non-fossil power sources.

The evaluation presented in this item quantifies the health benefits and the valuation of these benefits in US dollars from the draft proposed rule amendments. Focusing on PM_{2.5} attributable to emissions from existing appliances, this evaluation examines the distribution of exposures across racial/ethnic groups to PM_{2.5} and quantifies which groups bear the greatest burden. This evaluation also summarizes modeled changes to peak levels of 8-hour ozone and 24-hour PM_{2.5} at monitoring sites, with the elimination of precursor emissions from these appliances.

DISCUSSION

Air District staff applied its regional air quality modeling system to estimate air pollution levels in a baseline emissions scenario and a control emissions scenario, with reductions in the control

scenario matching total emission estimates from natural gas-fired building appliances covered under Rules 9-4 and 9-6. Differences between baseline and control scenarios provided an estimate of the building appliance contributions to outdoor air pollution. Modeled concentration differences in PM_{2.5} were inputs to the US EPA's Benefits Mapping and Analysis Program (BenMAP) to estimate potential health benefits from the proposed rules and monetary valuations associated with those benefits.

Modeled benefits of eliminating primary and secondary PM_{2.5} generated by natural gas-fired combustion from the building appliances covered by proposed amendments to Rules 9-4 and 9-6 included avoiding 39 to 89 premature deaths annually. Health benefits also included reductions in many non-fatal adverse health outcomes, such as heart attacks, strokes, and asthma onset and symptoms. The estimated total annual valuation of the health benefits was between \$410 to 930 million. About 60% of the estimated benefit accrued from reductions in secondary PM_{2.5}, which would be achieved by any zero-NO_x appliance. An additional 40% benefit is realized if equipment is replaced by electric appliances and all combustion emissions are eliminated.

The Air District has evaluated scenarios in which a forecast of increased electric load is met with fossil and with non-fossil power. The modeling analysis for increased fossil power included two annual simulations: (1) a base case simulation that included the Air District's latest emissions estimates for power plants and (2) a scenario simulation that increased Bay Area power plant emissions by 12%. Differences between these two simulations provided an estimate of the annual-average air PM_{2.5} differences, from which health impacts and their associated valuations were determined. A key finding is that the disbenefits from added fossil power are small compared to the benefits of replacing current equipment with electric appliances. The estimated total annual valuation of the health benefits, assuming electric appliances with fossil power, was between \$400 to 907 million, a reduction of only about 2% compared to the valuation of health benefits with non-fossil power.

Annual average exposures to PM_{2.5} were computed using modeled PM_{2.5} concentrations and a 2020 residential population. Under the modeled control scenario that eliminates all natural gas-fired appliance emissions, the largest reductions would accrue to the Bay Area's communities of color, and specifically to the Asian/Pacific Islander population. The counties most affected by these sources, like Santa Clara, tend to have higher percentages of Asian/Pacific Islander residents, which explains most of the regional pattern. Within every county, the most-impacted residents are also people of color: primarily Hispanic/Latino and African-American/Black.

This evaluation included an analysis of peak concentrations of ozone and PM_{2.5}, for averaging periods that are relevant to determining attainment of state and federal ozone standards. Comparison of modeled baseline versus control scenarios, for dates when observed PM_{2.5} concentrations were at least 30 µg/m³, found a mean reduction of about 0.7 µg/m³. A similar comparison for ozone found a mean reduction of less than 0.1 ppb for periods when observed ozone was at least 65 ppb.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: David Holstius and Phil Martien

Reviewed by: Greg Nudd

ATTACHMENTS:

None

STATIONARY SOURCE AND CLIMATE
IMPACTS COMMITTEE MEETING
OF 10/17/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Lynda Hopkins and Members
of the Stationary Source and Climate Impacts Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 17, 2022

Re: Building Appliance Rules Update - Regulation 9, Rules 4 and 6

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District staff developed and published draft amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces (“Rule 9-4”) and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (“Rule 9-6”). The draft amendments would impact natural gas-fired space and water heating appliances. These include furnaces and water heaters used in single family homes, multifamily residences such as apartment buildings, and commercial spaces such as retail and office buildings. The Air District regulates these sources on a point-of-sale basis, requiring that equipment manufactured after the compliance date and installed within the geographical jurisdiction of the Air District meets the standards contained in the Rules. These sources generate a substantial portion of nitrogen oxide (NOx) emissions from sources in the Bay Area, and nitrogen oxides are a precursor to ozone and secondary particulate matter (PM) formation.

The draft amendments include the introduction of a zero-NOx emissions standard for natural gas-fired furnaces and water heaters as shown below.

January 1, 2027 Rule 9-6 Water heaters and boilers below 75,000 BTU/hr

January 9, 2029 Rule 9-4 All commercial and residential furnaces

January 1, 2031 Rule 9-6 Water heaters and boilers between 75,000 and 2 million BTU/hr

Updated draft amendments to Rules 9-4 and 9-6 and a CEQA Notice of Preparation of an Environmental Impact Report and Initial Study were published on May 19, 2022, which began a public comment period that closed on June 21, 2022.

DISCUSSION

Staff is preparing proposed amendments to Rules 9-4 and 9-6 and supporting materials, including the CEQA Draft Environmental Impact Report (EIR) and additional analyses on anticipated utility impacts and health outcomes. Staff anticipates releasing the proposed amendments, CEQA Draft EIR, and other supporting materials for public review and comment in the 4th Quarter of 2022. Staff anticipates a public hearing on the proposed rule amendments in the first quarter of 2023.

Staff plans to convene a multiple stakeholder working group to support implementation of the amended rules if they are adopted by the Board. This Implementation Working Group will serve as the central forum for information-sharing and discussion regarding implementation of Rules 9-4 and 9-6, and will support staff's reporting on rule implementation to the Board. The Implementation Working Group will provide staff with insights and input on a variety of topics, including compliance deadlines, economic incentives, technology readiness and equity considerations. The Implementation Working Group will include representatives from a variety of relevant organizations and stakeholder groups. Staff will present the Committee an updated timeline for anticipated adoption of the draft amendments, and will present on the current progress and next steps for convening the Implementation Working Group.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Costs for launching the Implementation Working Group are included in the FYE 2023 budget. Staff anticipates implementation of amendments to Rule 9-4 and Rule 9-6 would require additional staff time and resources. More detailed resource estimates will be provided in the final proposed amendments and supporting materials.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Jennifer Elwell / Amy Dao
Reviewed by: David Joe / Henry Hilken

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Lynda Hopkins and Members
of the Stationary Source and Climate Impacts Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 17, 2022

Re: Update on the Air District's Permitting Program

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

As part of the adoption of the Fiscal Year Ending (FYE) 2023 budget, the Board of Directors (Board) asked staff to return with a report on the Air District's Permitting Program. Specifically, the Board requested that that report include a discussion of the current backlog of permitting actions, the reasons for that backlog, how that backlog compares with other air districts and solutions on how to reduce that backlog.

DISCUSSION

In preparation for this report, staff has looked at the various metrics used inside the Air District to track workload in the Permitting Program and has included views of those tracking metrics in a presentation for discussion with the Committee.

Staff's presentation focuses on the Air District's New Source Review (NSR) program, which may be largely viewed as the gating program relative to the construction of new facilities and modification to existing facilities by both industry and the public. NSR permitting as a two-step process. First, the Air District issues an Authority to Construct (A/C) permit which allows a facility to build or modify equipment in compliance with the most stringent Federal, State and local requirements; utilizing the best available control technology to minimize emissions from those processes. Once the facility demonstrates compliance with start-up requirements and emission limits, the Air District issues the Permit to Operate (P/O). The permit conditions contain limits for the new or modified equipment and requires operation within Federal, State and local requirements on an ongoing basis. Air District NSR permits are rolled into federal Title V permits which have 5 year renewal cycles and those permits are not discussed in this report.

Data shows that for NSR - A/C permits issued over the last twelve years, over 98% were issued within 2 years of application receipt by the Air District and 77% within 180 days. However, permitting actions for a limited number of industries have consistently extended beyond this time period, notably for the industries with the most complex emissions sources including: refineries, landfills, composting operations, wastewater treatment facilities and concrete and asphalt batch plants.

Additionally, on top of issues at complex facilities, the volume and workload have changed significantly for the Permitting Program over the last decade, including implementation of additional rules and regulations and programs. Air District, State and Federal rules have all become more complex; technology, science and emissions standards have changed; and health risk assessment requirements for permits have become more stringent and more ubiquitous. Policies and staffing levels have not kept pace with these changes and, as a result, the backlog of permitting actions has grown.

As part of this presentation, staff will go into further depth on the current backlog of permitting actions, the reasons for that backlog, how that backlog compares with other comparable air districts and solutions on how to reduce that backlog.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Pamela Leong and Fred Tanaka

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: November 2, 2022

Re: Report of the Richmond Area Community Emissions Reduction Plan Steering
Committee Meeting of October 17, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Richmond Area Community Emissions Reduction Plan Steering Committee met on Monday, October 17, 2022, and approved the minutes of September 19, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

At the October 17, 2022 Steering Committee meeting, the Committee received an update from the Problems to Solutions Ad Hoc Committee on the work they have been doing to prepare key issues and draft strategy ideas.

The Committee then received the staff presentation Key Issues Approach Discussion, which encouraged Committee members working on key issue statements and strategies to utilize the format of: “list a community concern, include what is known from assessments and information gathering, and state the consequences of that concern.” Following the staff presentation, the Committee recessed. During the recess, several small ad hoc groups discussed various air pollution topics (marine and rail; addressing public health and reducing exposure) along with members of the public and Air District staff. The Committee then reconvened the meeting to hear and discuss reports from the small group discussions that took place during the recess.

The next meeting of the Richmond Area Community Emissions Reduction Plan Steering Committee will be held on Monday, November 28, 2022, at 5:30 p.m., via webcast,

teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the Chair Report of the Richmond Area Community Emissions Reduction Plan Steering Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Kevin Olp
Reviewed by: Joshua Abraham

ATTACHMENTS:

1. PTCA CERP Steering Committee Meeting Memorandums of October 17, 2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Steering Committee

From: Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Date: October 17, 2022

Re: Developing Key Issue Statements and Draft Strategy Ideas: Marine and Rail, and Addressing Public Health and Reducing Exposures

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Path to Clean Air Steering Committee and the public will receive a presentation on key issue statements and draft strategy ideas. The Community Steering Committee will then recess to provide an opportunity for the Problems to Solutions ad-hoc small groups to gather input on draft key issue statements and strategies for the groups focused on Marine and Rail, and Addressing Public Health and Reducing Exposures.

DISCUSSION

This agenda item will begin with a brief presentation to recap the work that has been done to develop draft key issue statements and initial strategy ideas. After this presentation, the Community Steering Committee will recess to provide an opportunity for ad-hoc small groups to provide input on draft key issue statements for the key issues groups focused on Marine and Rail air pollution and Addressing Public Health and Reducing Exposures. The groups will also ask for input or brainstorming on draft strategy ideas that will be incorporated into developing the first draft chapters for each of the key issue areas. Members of the public will be invited to attend these small-group ad-hoc discussions. The Steering Committee will then reconvene to hear and discuss reports from the ad-hoc small group discussions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Karissa White
Reviewed by: Veronica Eady

ATTACHMENTS:

None

PATH TO CLEAN AIR STEERING
COMMITTEE MEETING OF 10/17/2022

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: November 2, 2022

Re: Appointment of Board Officers for 2023 Term

RECOMMENDED ACTION

Consider appointing a Chairperson, Vice Chairperson, and Secretary to serve for the 2023 term.

BACKGROUND

Section 2.1 of Division I of the Administrative Code provides for the Board of Directors to elect a Chairperson, Vice Chairperson and Secretary to serve for one-year terms commencing on January 1 of each year. Section 2.1 requires the Board of Directors to elect these officers for the upcoming year no later than the first meeting in December of the current year. Pursuant to these provisions, it is now time for the Board to elect its officers for 2023.

DISCUSSION

The Nominating Committee is scheduled to meet at 8:30 am on November 2, immediately before the Board of Directors meeting, to consider nominating Board officers for 2023.

The Board of Directors will receive a report from the Nominating Committee based on its discussion of candidates for these positions. The Board of Directors will then consider appointing a Chairperson, Vice Chairperson, and Secretary for the 2023 term.

The materials prepared for the Nominating Committee meeting are attached for Board members' convenience. These materials provide an overview of the requirements in Division I, Section 2.1 of the Administrative Code pertaining to the election of Board officers.

Note that the incumbent Chairperson and Vice Chairperson's names have been put forward for consideration to continue in those roles for 2023. The Board of Directors may re-appoint these incumbents for the 2023 term. Section 2.1 allows Board members to serve for up to three years in any one Board office (Chairperson, Vice Chairperson, or Secretary).

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander Crockett

ATTACHMENTS:

1. Nominating Committee Meeting Memorandum of November 2, 2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Nominating Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: November 2, 2022

Re: Consideration and Nomination of Board Officers for the Term of Office
Commencing 2023

RECOMMENDED ACTION

Consider recommending Board of Directors' approval of Board Officers for:

- Chairperson;
- Vice Chairperson; and
- Secretary.

BACKGROUND

None.

DISCUSSION

Air District Counsel, Alexander Crockett, has provided a memorandum addressed to Chairperson John J. Bauters that is attached for discussion. The memorandum includes pertinent provisions from the Air District's Administrative Code. The memorandum also discusses the role of the Nominating Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marjorie Villanueva
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Criteria for Recommendation of Officers of the Board of Directors
2. Administrative Code Selected Provisions

NOMINATING COMMITTEE
MEETING OF 11/02/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

OFFICE OF DISTRICT COUNSEL

MEMORANDUM

DATE: October 25, 2022

TO: John J. Bauters, Chairperson
and Members of the Nominating Committee of the Board of Directors

FROM: Alexander Crockett
District Counsel

SUBJECT: Criteria for Recommendation of Officers of the Board of Directors

The function of the Nominating Committee is “to recommend to the Board the officers for each calendar year.” Bay Area Air Quality Management District Administrative Code (“Admin. Code”), Division I, Section 6.7. In order to assist with this function, this memorandum discusses the criteria to be applied by the Nominating Committee in making its recommendations for officers to the Board.

The Administrative Code contains certain criteria that the Nominating Committee must follow in making its recommendation for officers of the Board.

First, “the Committee shall not be bound by a recommendation of a previous Nominating Committee.” Admin. Code, Div. I, § 6.7.

Second, “[t]he Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors.” Admin. Code, Div. I, § 6.7.

Third, Section 6.7 further requires that “the Committee shall take into account the provisions of Section I-2.7.” Admin. Code, Div. I, § 6.7.

Section 2.7 of Division I of the Administrative Code sets forth a policy of the Board to rotate the positions of the Chairperson, Vice Chairperson, and Board Secretary among the members of the Board “in a manner to assure participation in the affairs of the District from a wide representation of the membership.” Admin. Code, Div. I § 2.7. In this regard, Section 2.7 provides that “[i]n making its recommendations, the Nominating Committee shall take into account such factors as representation by those members appointed by Boards of Supervisors, those members appointed by City selection committees, those members from large counties, and those from small counties.” Admin. Code, Div. I § 2.7.

Thus, the Board has expressed a policy of rotating officer positions in order to ensure broad participation by all Board members in the affairs of the Air District. However, the Nominating Committee is not required to follow a strict rule of rotation between supervisor and city members. Nor is the Committee to be bound by the actions of any prior Nominating Committee. Finally, the Nominating Committee must take into account such factors as representation of supervisor and city members on the Board and the representation of members from large and small counties.

For your convenience, attached are copies of the pertinent sections of the Air District's Administrative Code.

NOMINATING COMMITTEE
MEETING OF 11/02/2022

ADMINISTRATIVE CODE – SELECTED PROVISIONS

SECTION 2 BOARD OF DIRECTORS, OFFICERS - DUTIES

2.1 OFFICERS OF THE BOARD. (Revised 1/21/04)

The presiding officer of the Board is the Chairperson of the Board of Directors. The Chairperson, Vice Chairperson and Secretary shall, no later than the first meeting in December of each year, be elected by the Board of Directors and assume office January 1, (effective January 1, 2005). The Chairperson shall preserve order and decorum at regular and special meetings of the Board. The Chairperson shall state each question, shall announce the decision, shall decide all questions of order subject to an appeal to the Board. The Chairperson shall vote on all questions, last in order of the roll, and shall sign all ordinances and resolutions adopted by the District Board while the Chairperson presides. (see Section II-4.3)

In the event that the Chairperson is unable, for whatever reason, to fulfill his or her one-year term of office, the Vice-Chairperson shall succeed the Chairperson and the Secretary shall succeed the Vice-Chairperson. Section 2.3 below shall determine the filling of the Secretary vacancy. In any event, no Board Officer shall serve more than three (3) years in any one Board office (Chairperson, Vice-Chairperson, or Secretary).

2.2 CHAIRPERSON. (Revised 1/14/09)

The Chairperson shall take the chair at the hour appointed for the meeting and call the District Board to order. In the absence of the Chairperson, the Vice-Chairperson shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson, the Vice-Chairperson shall relinquish the chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, or the Vice-Chairperson when the Chairperson is absent, the Board Secretary shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson or Vice-Chairperson, the Secretary shall relinquish the Chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, Vice Chairperson or Secretary, members of the Board of Directors shall, by an order on the Minutes, select one of their members to act as temporary Chairperson. Upon the arrival or resumption of ability to act, the Chairperson or Vice-Chairperson shall resume the Chair, upon the conclusion of the business then pending before the Board. It shall be the duty of the Chairperson to attend all meetings of the Bay Area Air Quality Management District Advisory Council.

2.3 VICE CHAIRPERSON.

If, for any reason, the Chairperson ceases to be a member of the Board, the Vice-Chairperson shall automatically assume the office of Chairperson and the Board Secretary shall automatically assume the office of Vice-Chairperson. If, for any reason, the Vice-Chairperson ceases to be a member of the Board, the Board Secretary shall automatically assume the office of Vice-Chairperson. In either eventuality, the Board Nominating Committee shall, upon the request of the Chairperson, make a recommendation at the Board meeting following such request to fill the office of Board Secretary. An election will then immediately be held for that purpose.

2.4 BOARD SECRETARY.

The Board Secretary shall be official custodian of the Seal of the District and of the official records of the District and shall perform such secretarial duties as may require execution by the Board of Directors. The Board Secretary may delegate any of these duties to the APCO, or to the Clerk of the Boards.

2.5 MEETING ROLL CALL.

Before proceeding with the business of the Board, the Clerk of the Boards shall call the roll of the members, and the names of those present shall be entered in the Minutes. The names of members who arrive after the initial roll call shall be noted in the Minutes at that stage of the Minutes.

2.6 QUORUM.

A majority of the members of the Board constitutes a quorum for the transaction of business, and may act for the Board.

2.7 OFFICER ROTATION.

It is intended that the positions of Chairperson, Vice Chairperson, and Board Secretary be rotated among the members in a manner to assure participation in the affairs of the District from a wide representation of the membership. In making its recommendations, the Nominating Committee shall take into account such factors as representation by those members appointed by Boards of Supervisors, those members appointed by City selection committees, those members from large counties, and those from small counties.

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

6.7 NOMINATING COMMITTEE. (Revised 10/4/95)

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

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: November 2, 2022

Re: Assembly Bill (AB) 617 Community Emissions Reduction Plan Recommendation for
Bayview Hunters Point/Eastern San Francisco

RECOMMENDED ACTION

Recommend the Board of Directors select Bayview Hunters Point for development of a Community Emissions Reduction Plan, pursuant to Assembly Bill 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 Air 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, 2022 and September 15, 2022, where community feedback indicated support for initiating a CERP process. The Air District and co-leads also recently held a virtual AB 617 public workshop on October 27, 2022 focusing on the nomination of Bayview Hunters Point. Under CARB's process for approving nominations, the District Board must vote on the self-nomination to ensure consideration of the nomination at CARB's February 22, 2023, Board meeting.

The Air District's Community Equity, Health, and Justice Committee considered this item at their October 6, 2022, meeting. There was broad support for nominating Bayview Hunters Point as an AB 617 community, and the Committee voted to recommend that the Board of Directors select Bayview Hunters Point for development of a CERP pursuant to AB 617.

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 (PM2.5) 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 PM2.5, 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 PM2.5 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 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. Community Nomination Submittal Letter for BVHP Sep 21 2022



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

Arieann Harrison /s/
Arieann Harrison,
Marie Harrison Community Foundation

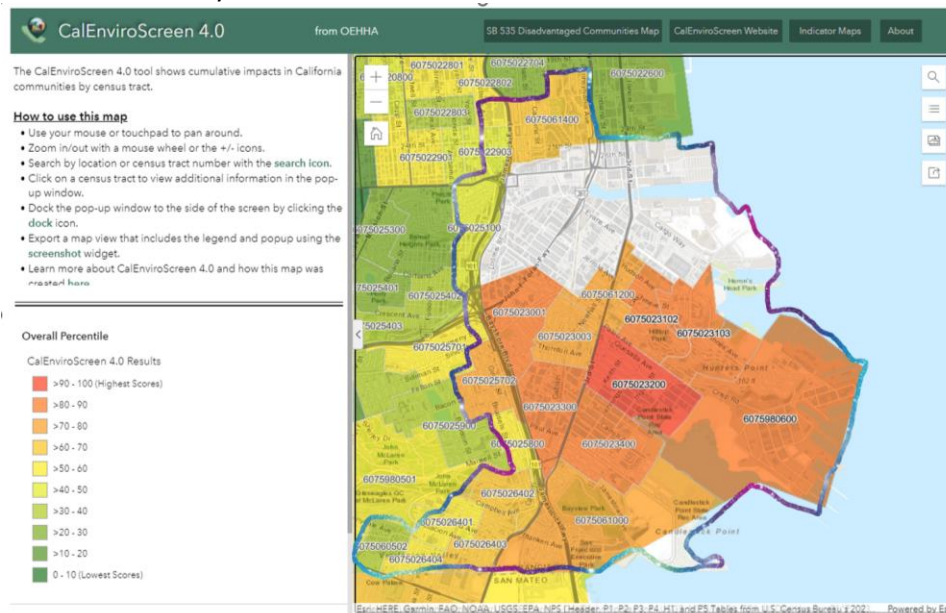
Community Location and Boundaries

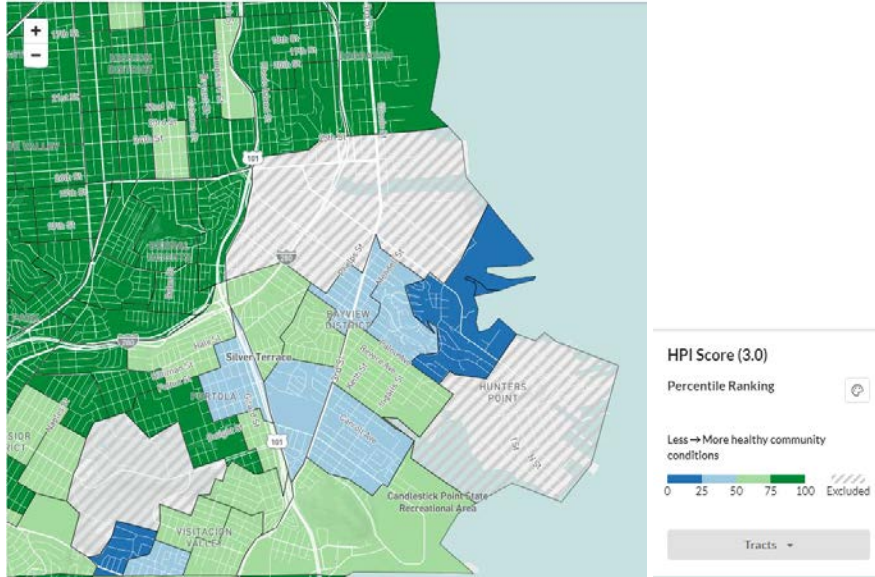
The Bayview Hunter’s Point (BVHP) community is a formal district in Southeast San Francisco bordering the San Francisco Bay to the East. BVHP is surrounded by Potrero Hill to the North, Excelsior to the West, and Visitacion Valley to the southwest. Most of this area is within San Francisco’s Board of 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.

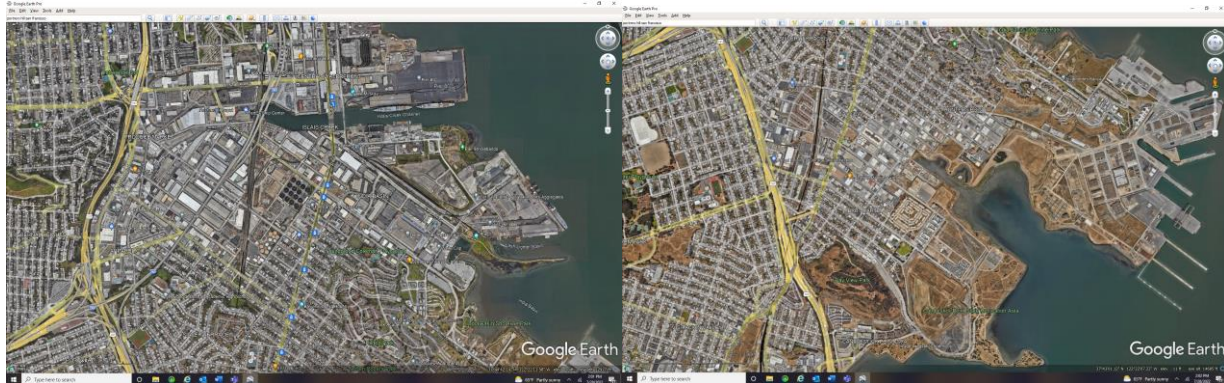




Census Tracts for Preliminary CERP Boundary

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):



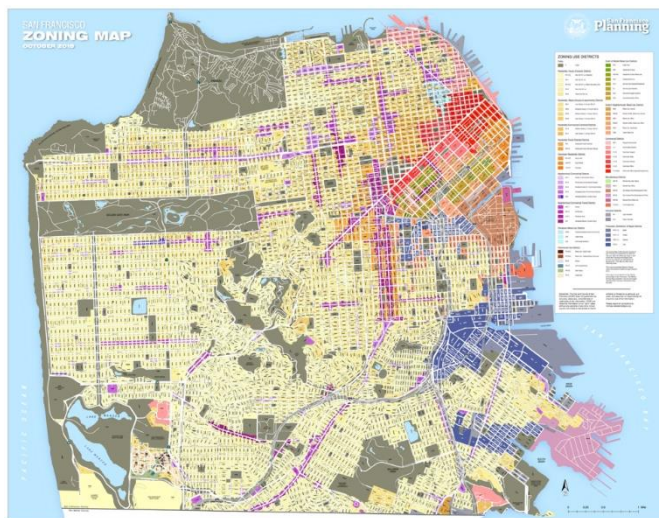
Description of the BVHP Community

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.

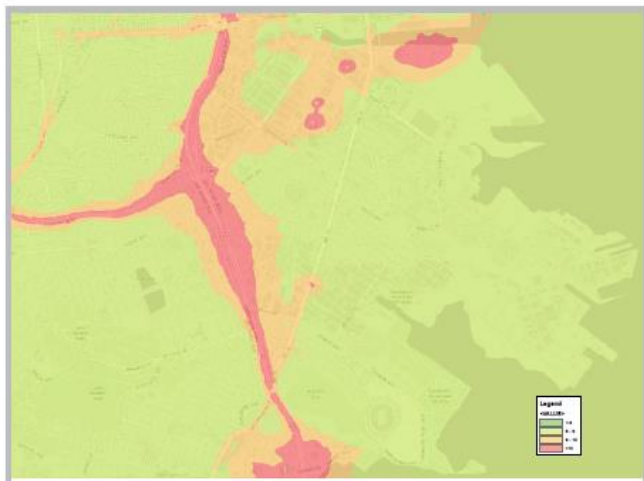
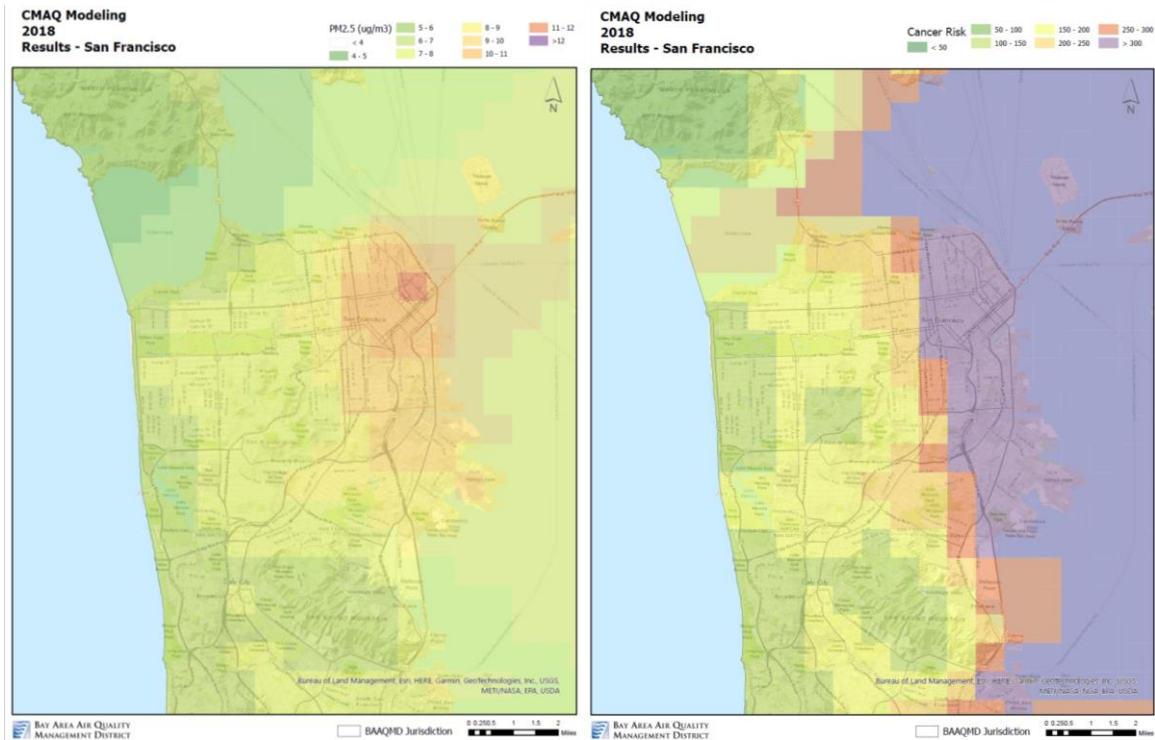
- While PM_{2.5} levels are below the National Ambient Air Quality Standards (NAAQS), we know the PM_{2.5} NAAQS are not health protective, especially for populations experiencing cumulative impacts. Therefore, reducing the concentrations of PM_{2.5} further is warranted.
- Air District expects that 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 Methyleneethylketone), 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.

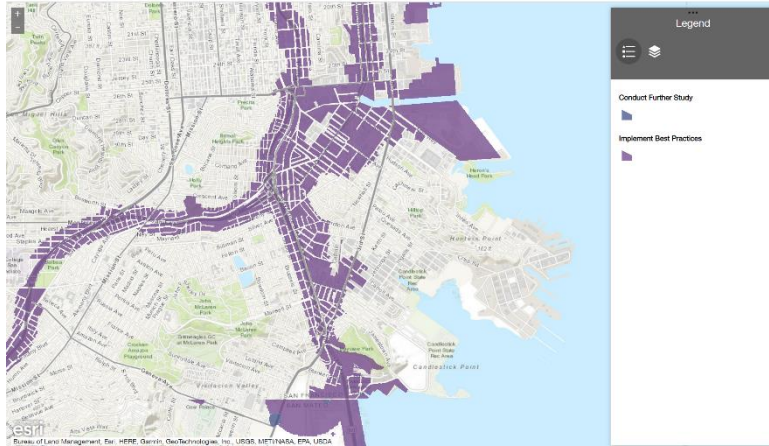


The modeled PM_{2.5} results shows, along with the highly urbanized and transportation intensive Eastern San Francisco in general, that there are high and unhealthy concentrations (9-10 mg/m³) of fine particulate matter in the areas around and between the two freeways from the downtown core through the 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/>.