



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

**BOARD OF DIRECTORS
MEETING
February 16, 2022**

**THIS MEETING WILL BE CONDUCTED UNDER PROCEDURES AUTHORIZED BY
ASSEMBLY BILL 361**

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

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

<https://bayareametro.zoom.us/j/86245783493>

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

WEBINAR ID: 862 4578 3493

- **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, FEBRUARY 16, 2022

9:00 AM

Chairperson, Karen Mitchoff

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 two minutes each to address the Board. No speaker who has already spoken on that item will be entitled to speak to that item again.*

CONSENT CALENDAR (Items 4 - 13)

4. Approval of the Minutes of the Board of Directors Special Meeting/Retreat of January 19, 2022 and the Board of Directors Meeting of February 2, 2022

The Board of Directors will consider approving the draft minutes of the Board of Directors Special Meeting/Retreat of January 19, 2022 and the Board of Directors Meeting of February 2, 2022.

5. Board Communications Received from January 19, 2022 through February 1, 2022

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

6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of December 2021

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 December 2021.

7. Authorization to Amend Contract with Allison+Partners

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Allison+Partners in an amount not to exceed \$248,000.

8. Authorization to Amend a Contract with Commercial Interior Builders

The Board of Directors will consider authorizing the Executive Director/APCO to execute a contract amendment with Commercial Interior Builders in an amount not to exceed \$225,000.

9. Authorization to Approve Fiscal Year (FY) 2021/2022 James Cary Smith Community Grant Award to South of Market Community Action Network (SOMCAN)

Recommend the Board of Directors approve Fiscal Year 2021/2022 James Cary Smith Community Grant Award to South of Market Community Action Network (SOMCAN); and authorize the Executive Officer/APCO to execute grant agreements for the recommended project.

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

The Board of Directors will consider adopting amendments to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees, Section 6.2: Standing Committees.

11. Authorization to Amend Environmental Consultant Contract

Recommend Board of Directors authorize the Executive Officer/APCO to increase funding available to the California Environmental Quality Act (CEQA) consultant, PlaceWorks, in an amount not to exceed \$300,000.

12. Report of the Community Advisory Council Meeting of January 13, 2022

The Board of Directors will receive a report of the Community Advisory Council meeting of January 13, 2022.

13. Report of the Path to Clean Air Community Emissions Reduction Plan Steering Committee Meeting of January 24, 2022

The Board of Directors will receive a report of the Path to Clean Air Community Emissions Reduction Plan Steering Committee meeting of January 24, 2022.

PRESENTATION

14. Agenda Management System (AMS) Launch

Staff will provide the Board of Directors with an overview of the Agenda Management System (AMS).

OTHER BUSINESS

15. 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 two minutes each to address the Board.

16. 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)

17. Report of the Executive Officer/APCO

18. Chairperson's Report

19. Time and Place of Next Meeting

Wednesday, March 2, 2022 at 9:00 a.m, via webcast, pursuant to procedures in accordance with Assembly Bill 361.

20. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

(415) 749-4941
FAX: (415) 928-8560
BAAQMD homepage:
www.baaqmd.gov

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

Accessibility and Non-Discrimination Policy

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

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

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

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

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, Suma Peesapati, at (415) 749-4967 or by email at speesapati@baaqmd.gov.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT**375 BEALE STREET, SAN FRANCISCO, CA 94105****FOR QUESTIONS PLEASE CALL (415) 749-4941****EXECUTIVE OFFICE:****MONTHLY CALENDAR OF AIR DISTRICT MEETINGS****FEBRUARY 2022**

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Advisory Council Meeting	Monday	14	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee	Monday	14	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	16	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	16	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee - Cancelled and rescheduled to Monday, February 14, 2022 at 1:00 p.m.	Wednesday	16	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee – Cancelled and rescheduled to Monday, February 28, 2022 at 9:00 a.m.	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	Thursday	24	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee	Monday	28	9:00 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

MARCH 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	2	9:00 a.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
Board of Directors Legislative Committee	Monday	14	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Special Meeting as the Sole Member of the Bay Area Clean Air Foundation	Wednesday	16	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	16	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	16	1:00 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
Path to Clean Air Community Emissions Reduction Plan Steering Committee	Monday	21	6:00 p.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	Thursday	24	9:30 a.m.	Webcast only pursuant to Assembly Bill 361

HL 2/4/2022 – 2:50 P.M.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Approval of the Minutes of the Board of Directors Special Meeting/Retreat of
January 19, 2022 and the Board of Directors Meeting of February 2, 2022

RECOMMENDED ACTION

Approve the attached draft minutes of the Board of Directors Special Meeting/Retreat of January
19, 2022 and the Board of Directors meeting of February 2, 2022.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Special
Meeting/Retreat of January 19, 2022 and the Board of Directors meeting of February 2, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Special Meeting/Retreat of January 19, 2022
2. Draft Minutes of the Board of Directors Meeting of February 2, 2022

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

Board of Directors Special Meeting/Annual Retreat
Wednesday, January 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. Members of the Board of Directors participated by teleconference.

CALL TO ORDER

1. Board of Directors (Board) Chairperson, Karen Mitchoff, called the meeting to order at 9:00 a.m.

Roll Call:

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

Absent: Directors David Hudson, Myrna Melgar, and Lori Wilson.

2. **Pledge of Allegiance**
3. **Public Meeting Procedure**

CONSENT CALENDAR (ITEMS 4 – 17)

4. Continuation of Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)
5. Approval of the Minutes of the Board of Directors Special Meeting of December 15, 2021
6. Board Communication Received from December 15, 2021, through January 18, 2022
7. Air District Personnel on Out-of-State Business Travel
8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of November 2021
9. Projects and Contracts With Proposed Grant Awards Over \$100,000
10. Authorization to Amend Environmental Consultant Contract

11. Authorization to Accept Clean Cars For All Funding
12. Notice of Proposed Amendments to the Air District's Administrative Code, Division 1: Operating Policies and Procedures, Section 6: Board of Directors, Committees
13. Report of the Legislative Committee Meeting of December 9, 2021
14. Report of the Advisory Council Meeting of December 13, 2021
15. Report of the Path to Clean Air Community Emissions Reduction Plan Steering Committee Meeting of December 13, 2021
16. Report of the Stationary Source and Climate Impacts Committee Meeting of December 20, 2021
17. Consider Authorizing a Contract to Support Air District Grant Program Data Management Systems

Public Comments

No requests received.

Board Comments

None.

Board Action

Vice Chair Bauters made a motion, seconded by Director Abe-Koga, to **approve** the Consent Calendar Items 4 through 17, inclusive; and the motion **carried** by the following vote of the Board:

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

BOARD OF DIRECTORS' RETREAT

18. Opening Comments and Board Structure

Chair Mitchoff thanked Director Chavez for serving as the Chairperson in 2021, and summarized significant initiatives at the Air District from 2021, including: training for Board members and Air District staff to increase better understanding of structural racism and social inequities.

Public Comments

No requests received.

Board Comments

None.

Board Action

None; receive and file.

19. **Administrative Overview of the Air District**

Jack P. Broadbent, Executive Officer/Air Pollution Control Officer, gave the staff presentation *Administrative Overview of the Air District*, including: outline; requested action; mission statement; organizational chart; recruitment and staffing totals 2021; vacancies by division; current status Fiscal Year Ending (FYE) 2022; General Fund reserves; upcoming FYE 2023 Budget considerations; management audit update; and legal office overview.

Mr. Broadbent then introduced Sara Lanning and Somphanat Phengphanh, the new co-leads of the Air District's Cultural Advisory Team (CAT), who gave an update on the CAT's activities and goals for 2022.

Public Comments

No requests received.

Board Comments

The Board and staff discussed appreciation for actions that are being developed by the CAT; why the Board Chair has chosen to reconstitute the Board's former Budget & Finance Committee; and why permit and asbestos fees have increased and are expected to keep doing so.

Board Action

None; receive and file.

20. **Air Quality Overview**

Dr. Ranyee Chiang, Director of Meteorology and Measurement, gave the staff presentation *Air Quality Overview*, including: outline; requested action; emissions – air pollution from sources; ambient concentrations – levels of pollution measured in the air; exposure – amount of pollution that people are exposed to; multiple complementary methods to understand air pollution; sources of emissions; ambient concentrations over time (long and short-term standards and ozone); and exposure disparities in California.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the average Particulate Matter 2.5 exposure per year in California and how the current average compares to the average twenty years ago; how the Air District determines the racial population of a community; and whether the Air District's understanding of air pollution exposure

is in alignment with the Office of Environmental Health Hazard Assessment's health screening tool, CalEnviroScreen 4.0.

Board Action

None; receive and file.

21. Review of Key Stationary Source Issues

Damian Breen, Senior Deputy Executive Officer of Operations, gave the staff presentation *Review of Key Stationary Source Issues*, including: outcome; outline; requested action; overview of stationary sources; key stationary sources issues (engineering and enforcement); wildfires; and feedback requested.

Public Comments

Public comments were given by Dr. Stephen Rosenblum, Palo Alto resident; and Jed Holtzman, San Francisco resident.

Board Comments

The Board and staff discussed concern over the increasing number of permitted facilities applying for permits to use backup generators, whether the monthly testing of the generators impacts the air, and how the Air District can streamline that application process; reasons why Air District Notices of Violations are issued to facilities, and whether certain reasons are more serious than others; whether the Air District could ban the burning of wood throughout the Bay Area year round; and the fact that many North Bay residents rely on fires as their sole heat and cooking source, and whether it would be possible to adopt different wood burning regulations for urban and rural settings within the Bay Area.

Board Action

None; receive and file.

22. Community Equity and Environmental Justice Overview

Veronica Eady, Senior Deputy Executive Officer of Policy & Equity, gave the staff presentation *Community Equity and Environmental Justice Overview*. The presentation included three sections:

Assembly Bill (AB) 617 – requested action; about AB 617; West Oakland and Richmond/North Richmond/San Pablo; East Oakland AB 617 nomination; other work in AB 617 communities; improved equity in grant making; expanded grantmaking in environmental justice communities; support strong and effective partnerships; and indoor air filtration.

Update on District Community Advisory Council (CAC) – composition; councilmembers; and first meeting and next steps.

Diversity, Equity & Inclusion Update – normalize (trainings); organize (employee resources groups); Equity Resource Team roadmap; demographics by race/ethnicity and gender; demographic highlights; operationalize (2022 new projects); and leading by example.

Public Comments

Public comments were given by Daniel Heagerty.

Board Comments

The Board and staff discussed whether the City of San Leandro will be included in the formal proposal (to the California Air Resources Board) to make East Oakland the next AB 617 community; the anticipated timeline of the next Bay Area AB 617 community being officially designated and the seating of that community’s AB 617 Steering Committee members; the anticipated timeline of the installation of air filtration systems in schools located within Air District Community Air Risk Evaluation (CARE) communities, and whether the Air District can allocate funds from its General Fund reserves to do that; appreciation for the Air District’s efforts to diversify its staff; and the appreciation for the strategy of participatory budgeting, as it involves members of the community to determine how funds are used for their area.

Board Action

None; receive and file.

23. **Regulatory Agenda Overview**

Greg Nudd, Deputy Air Pollution Control Officer of Policy, gave the staff presentation *Regulatory Agenda Overview*, including: outline; requested action; 2022 objectives; anticipated 2022 project milestones; and feedback requested/prompt.

Public Comments

Public comments were given by Tony Fisher, Clean Air Coalition; Dr. Stephen Rosenblum, Palo Alto resident; Diane Bailey, MenloSpark; and Jared Johnson, Acterra. Comments submitted via e-mail by members of the public regarding this item will be shared with the Board via email, at the request of the Chair.

Board Comments

The Board and staff discussed whether the Air District plans to prioritize another bill that would allow air districts to adopt local rules related to toxic air contaminants at indirect sources of air pollution and allow collection of data that will help air districts work with these sources and communities to reduce health impacts, and the efforts of the South Coast Air Quality Management District to implement such a regulation.

Board Action

None; receive and file.

24. Legislative Overview

Alan Abbs, Legislative Officer, gave the staff presentation *Legislative Overview*, including; outcome; outline; requested action; legislative overview (State Budget FYE 2022-23, State 2021-22 Regular Session, and federal activities.)

Public Comments

Public comments were given by Jed Holtzman, San Francisco resident; and Dr. Stephen Rosenblum, Palo Alto resident.

Board Comments

The Board and staff discussed the Contra Costa County Board of Supervisors' adoption of its State and Federal Legislative platform, which includes the co-sponsoring (with the Air District) of a proposed bill regarding penalties for violations of emissions (flaring) limitations at large stationary sources; and concern that the issues of considering legislative changes that would affect the Board's composition (to include voting members of the public) and allow Board members to receive compensation for active transportation methods when attending Air District meetings has not been acted upon, and the suggestion of creating a spot bill to address those issues in 2022.

Board Action

None; receive and file.

25. Board Development and Committee Assignments for 2022

The Chair's Committee Assignments for 2022 was displayed. Chair Mitchoff noted that the proposed schedule for the Community Equity, Health & Justice Committee will most likely change, to accommodate a new Committee member's schedule. She added that the Air District's forthcoming management audit will result in specific tasks being delegated to specific committees.

Public Comments

No requests received.

Board Comments

None.

Board Action

None; receive and file.

OTHER BUSINESS

26. Public Comment on Non-Agenda Matters

No requests received.

27. Board Members' Comments

Director Rice requested a schedule of upcoming Air District Committee meetings.

28. Report of the Executive Officer/Air Pollution Control Officer

Mr. Broadbent had nothing to report.

29. Chairperson's Report

Chair Mitchoff announced the following:

- The amount of time allotted for Public Comments at all Air District Board and Committee meetings will now be two minutes instead of three.
- There will be two Board meetings per month in 2022.
- All Board members were mailed two books, per the Chair; Regeneration: Ending the Climate Crisis In One Generation by Paul Hawken, and Fuzz: When Nature Breaks the Law, by Mary Roach.
- Chair Mitchoff asked the Board members present if they would be willing to begin Board meetings at 9:00 a.m., and the consensus of the Board members present was to move the start time of the Board meetings to 9:00 a.m.

30. Time and Place of Next Meeting

The next meeting of the Board of Directors was originally scheduled for Wednesday, February 2, 2022, at 9:30 a.m., via webcast, pursuant to procedures authorized by Assembly Bill 361. During the meeting, the time was changed to 9:00 a.m. (date remains.)

31. Adjournment

The meeting adjourned at 12:22 p.m.

Marcy Hiratzka
Clerk of the Boards

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

Board of Directors Regular Meeting
Wednesday, February 2, 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 in accordance with Assembly Bill 361. Members of the Board of Directors participated by teleconference.

CALL TO ORDER

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

Roll Call:

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

Absent: Directors David Canepa and Erin Hannigan.

2. **Pledge of Allegiance**
3. **Public Meeting Procedure**

PRESENTATION

4. **Environmental Justice Training Module: Navigating Conflict through Collaborative Problem Solving**

Veronica Eady, Senior Deputy Executive Officer (SDEO) of Policy and Equity, gave the staff presentation *Environmental Justice Training Module: Partnerships and Power Sharing*, including: definition of conflict; elements of conflict; biological elements of conflict; dual pathways in conflict; collaboration and conflict through process and relationships; and the challenge.

Ms. Eady then introduced Sarah Rubin, Chief Outreach and Engagement Advisor at California Department of Conservation, who gave the presentation *Navigating Conflict Through Collaborative Partnerships*; including: this morning; Sarah's work with the Air District; California Department of Conservation; what do we think of when we think of public engagement?; conflict; avoiding/engaging; escalation increases complexity and cost of conflict; conflict management and collaborative partnerships five skills & tips for success; conflict style self-test; discussion; use knowledge of your own conflict style strategically; why government led engagement doesn't work some answers from neurobiology or 'brain science'; brain science; four forces creating a perfectly human storm; three bodies of knowledge; typical meeting set up; our brains; collaborative partnerships; partnerships – why; successful partnerships need the right conditions; dialogue & high emotions; high emotion speaking and listening; disagreeing respectfully; tool: scenario planning; your wisdom matters; wrap up; Department of Conservation; and thank you.

Ms. Eady introduced Karissa White, Community Engagement Staff Specialist, who introduced Daniella Zacky, Alfredo Castro Angulo, and Marisol Cantu, from the Richmond Progressive Alliance (RPA), who gave the presentation *The Listening Project*, including: the listening project a project of the RPA; our work; our process; and the listening project podcast teaser. Ms. White asked the three panelists why this work is important for the City of Richmond, how has the presence of industry in Richmond has led to conflict over the years, and the importance of listening and making people feel heard. Clips of interviews of Richmond residents were played and Board members were asked to convey what they heard.

NOTED PRESENT: Directors Chavez and Wagenknecht were noted present at 9:10 A.M.; Director Wilson was noted present at 9:24 a.m.; Directors Constantine and Gioia were noted present at 9:28 a.m.; and Directors Jue and Walton were noted present at 9:33 a.m.

Public Comments

No requests received.

Board Comments

The Board and staff/presenter discussed automatic responses to the thought of public engagement; and the results of a conflict style self-test that the Board members took during the meeting.

Committee Action

None; receive and file.

CLOSED SESSION (10:43 a.m.)

NOTED PRESENT: Director Miley was noted present at (11:36 a.m.)

5. **Conference with Legal Counsel**

A. EXISTING LITIGATION (Government Code Section 54956.9 (a))

Pursuant to Government Code Section 54956.9 (a), a need exists to meet in Closed Session with Legal Counsel to consider the following cases:

Chevron U.S.A. Inc. v. Bay Area Air Quality Management District, Contra Costa Superior Court, Case No. MSN21-1739; and

Martinez Refining Co. LLC v. Bay Area Air Quality Management District, Contra Costa Superior Court, Case No. MSN21-1568.

Reportable Action: Adan Schwartz, Acting District Council, reported that there was nothing to report.

OPEN SESSION (12:00 p.m.)

OTHER BUSINESS

6. **Public Comment on Non-Agenda Matters**

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County.

7. **Board Members' Comments**

None.

8. **Report of the Executive Officer/Air Pollution Control Officer (APCO)**

Jack P. Broadbent, Executive Officer/APCO had nothing to report.

9. **Chairperson's Report**

Chair Mitchoff congratulated Directors Lori Wilson and Cindy Chavez and Secretary Davina Hurt, and on their recent re-reappointments to the Board.

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

Wednesday, February 16, 2022, at 9:00 a.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361.

17. **Adjournment**

The meeting adjourned at 12:07 p.m.

Luis Espino
Acting Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Board Communications Received from January 19, 2022 through February 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 January 19, 2022, through February 1, 2022, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

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

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 Violation issued, and all settlements for amounts in excess of \$10,000 during the calendar month prior to this report.

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Adan Schwartz

ATTACHMENTS:

1. Notices of Violations for the Month of December 2021

NOTICES OF VIOLATION ISSUED

The following Notice(s) of Violation were issued in December 2021:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bayer US LLC	B2071	Berkeley	A58786A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
Bayer US LLC	B2071	Berkeley	A58788A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
Bayer US LLC	B2071	Berkeley	A58789A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
Bayer US LLC	B2071	Berkeley	A58790A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
City of Berkeley Transfer Station	A2309	Berkeley	A58785A	12/1/2021	2-1-302	No Permit to Operate
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A58787A	12/2/2021	8-34-301.1	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A58787B	12/2/2021	10	Hazardous Air Pollutant (HAP) Emissions Exceedance
City of Livermore	FA065	Livermore	A59742A	12/2/2021	8-7-301.1	Gasoline Dispensing Violation
Dublin Petrol, Inc	FA136	Dublin	A59746A	12/14/2021	2-1-307	Permit Requirement/Condition Violation
Liaoning Benefit Petroleum	Z9773	Alameda	A61363A	12/1/2021	8-7-301.5	Gasoline Dispensing Violation

Liaoning Benefit Petroleum	Z9773	Alameda	A61364A	12/7/2021	8-7-301.6	Gasoline Dispensing Violation
Liaoning Benefit Petroleum	Z9773	Alameda	A61364B	12/7/2021	8-7-302.3	Gasoline Dispensing Facility Violation
Piedmont Shell #135765	Z8270	Oakland	A59747A	12/16/2021	8-7-308	Gasoline Dispensing Violation
Pious Petroleum LLC	Z8844	Oakland	A61367A	12/15/2021	8-7-302.2	Gasoline Dispensing Violation
Salkhi Petroleum Inc.	Z8126	San Leandro	A61365A	12/14/2021	2-1-307	Permit Requirement/Condition Violation
Sierra Condos	FA117	Oakland	A59823A	12/30/2021	2-1-301	No Authority to Construct
Sierra Condos	FA117	Oakland	A59823B	12/30/2021	2-2-301	Best Available Control Technology Violation
Sierra Condos	FA117	Oakland	A59823C	12/30/2021	2-1-302	No Permit to Operate
Stonebrae Country Club	Z9589	Hayward	A59749A	12/28/2021	8-7-302.1	Gasoline Dispensing Violation
Tesla, Inc	A1438	Fremont	A60223A	12/7/2021	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc	A1438	Fremont	A60224A	12/21/2021	2-6-307	Title V Requirement/Permit Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
ARB, Inc	FA069	Pittsburg	A61432A	12/13/2021	2-1-302	No Permit to Operate
Blackhawk Country Club	Q3988	Danville	A59748A	12/21/2021	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60633A	12/1/2021	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A60634A	12/1/2021	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60635A	12/1/2021	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60636A	12/9/2021	8-5-320.52	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A60637A	12/9/2021	8-5-321.1	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A60638A	12/9/2021	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60639A	12/9/2021	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60640A	12/9/2021	1-522.7	Continuous Emissions Monitor Violation
Eco Services Operations Corp	B1661	Martinez	A60759A	12/1/2021	2-6-307	Title V Requirement/Permit Condition Violation
Eco Services Operations Corp	B1661	Martinez	A60760A	12/1/2021	9-1-309	SO2 Emissions Violation
Eco Services Operations Corp	B1661	Martinez	A60760B	12/1/2021	1-522.7	Continuous Emissions Monitor Violation
Foothill Shell	FA114	Danville	A59745A	12/13/2021	8-7-302.1	Gasoline Dispensing Violation
Foothill Shell	FA114	Danville	A59745B	12/13/2021	8-7-302.3	Gasoline Dispensing Violation
G & K Petroleum Inc.	FA155	Clayton	A60242A	12/29/2021	8-7-301.6	Gasoline Dispensing Violation
Griffon Ventures Inc.	Z9392	Alamo	A61434A	12/14/2021	8-7-503.3	Gasoline Dispensing Violation
Henkel US Operations Corporation	B2855	Bay Point	A60417A	12/8/2021	2-1-307	Permit Requirement/Condition Violation
Henkel US Operations Corporation	B2855	Bay Point	A60728A	12/10/2021	2-1-307	Permit Requirement/Condition Violation

Phillips 66 Company	A0061	Richmond	A58791A	12/21/2021	8-5-320	Storage Tank Violation
Phillips 66 Company	A0061	Richmond	A58792A	12/21/2021	8-5-322.5	Storage Tank Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61503A	12/2/2021	1-522.5	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61503B	12/2/2021	9-10-502	Refinery NOx and CO Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61504A	12/2/2021	1-522.5	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61504B	12/2/2021	9-10-502	Refinery NOx and CO Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61505A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61505B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61515A	12/2/2021	1-522.5	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61515B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61516A	12/2/2021	1-522.5	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61516B	12/2/2021	9-10-502	Refinery NOx and CO Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61517A	12/2/2021	9-10-502	Refinery NOx and CO Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61517B	12/2/2021	1-522.5	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61512A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61512B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61513A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61513B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61514A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61514B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61509A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61509B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61510A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company -	A0016	Rodeo	A61510B	12/2/2021	10	Federal Requirement Violation

San Francisco Refinery						
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61511A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61511B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61506A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61506B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61507A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61507B	12/2/2021	10	Federal Requirement Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61508A	12/2/2021	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61508B	12/2/2021	10	Federal Requirement Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60729A	12/8/2021	6-1-302	Visible Emissions Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60729B	12/8/2021	10	New Stationary Source Violation
Tesoro Refining &	B2758	Martinez	A60730A	12/8/2021	9-1-307	SO2 Emissions Violation

Marketing Company, LLC						
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60730B	12/8/2021	10	Federal Requirement Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60732A	12/8/2021	6-1-302	Visible Emissions Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60732B	12/8/2021	10	New Stationary Source Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60733A	12/8/2021	6-1-302	Visible Emissions Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60733B	12/8/2021	10	New Stationary Source Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60734A	12/8/2021	2-6-307	Title V Requirement/Permit Condition Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
North Bay Gas	Z9405	Fairfax	A60241A	12/28/2021	8-7-301.6	Gasoline Dispensing Violation
Vulcan Materials Co dba Shamrock Materials	E4662	San Rafael	A59874A	12/9/2021	2-1-307	Permit Requirement/Condition Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Vanderbilt International Inc	B2258	Napa	A60731A	12/8/2021	9-1-307	SO2 Emissions Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Kilroy Realty, LP	B4223	San Francisco	A60445A	12/10/2021	2-1-301	No Authority to Construct
Kilroy Realty, LP	B4223	San Francisco	A60445B	12/10/2021	2-1-302	No Permit to Operate
San Francisco Fire Dept	FA110	San Francisco	A61368A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61369A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61370A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61371A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61372A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61373A	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Fire Dept	FA110	San Francisco	A61374A	12/20/2021	2-1-301	No Authority to Construct
San Francisco Fire Dept	FA110	San Francisco	A61374B	12/20/2021	2-1-307	Permit Requirement/Condition Violation
San Francisco Maritime NHP	FA089	San Francisco	A59017A	12/1/2021	6-1-301	Visible Emissions Violation

Smart Demolition	S6028	San Francisco	A59018A	12/22/2021	2-1-301	No Authority to Construct
Smart Demolition	S6028	San Francisco	A59018B	12/22/2021	2-1-302	No Permit to Operate

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Glencore Recycling	A1732	San Jose	A60498A	12/13/2021	2-1-307	Permit Requirement/Condition Violation
Guadalupe Rubbish Disposal	A3294	San Jose	A59781A	12/8/2021	8-34-301.1	Landfill Violation
Kirby Canyon Recycling and Disposal Facility	A1812	Morgan Hill	A59780A	12/8/2021	8-34-301.1	Landfill Violation
Planetary Ventures	E4317	Mountain View	A60446A	12/13/2021	2-1-307	Permit Requirement/Condition Violation
San Jose-Santa Clara Regional Wastewater Facility	A0778	San Jose	A59755A	12/15/2021	2-1-307	Permit Requirement/Condition Violation
Stanford University	A0639	Palo Alto	A59187A	12/9/2021	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
County of Solano	FA105	Fairfield	A61431A	12/9/2021	8-7-301.1	Gasoline Dispensing Violation
Restoration Management Company	Z3893	Benicia	A61004A	12/15/2021	11-2-303.1	Asbestos Violation
Restoration Management Company	Z3893	Benicia	A61004B	12/15/2021	11-2-303.6	Asbestos Violation

Vallejo Flood and Wastewater District	A3319	Vallejo	A60726A	12/1/2021	2-1-301	No Authority to Construct
Vallejo Flood and Wastewater District	A3319	Vallejo	A60726B	12/1/2021	2-1-302	No Permit to Operate

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Reiter Construction	FA046	Sonoma	A59873A	12/1/2021	5-301	Illegal Open Burn
Salkhi Petroleum Inc	Z9294	Santa Rosa	A61366A	12/14/2021	8-7-301.5	Gasoline Dispensing Violation
Salkhi Petroleum Inc	Z9294	Santa Rosa	A61366B	12/14/2021	8-7-301.3	Gasoline Dispensing Violation
Vulcan Materials Co dba Shamrock Materials	E4661	Petaluma	A59875A	12/9/2021	2-1-307	Permit Requirement/Condition Violation

District Wide						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BP Products North America, Inc	FA103	Artesia	A59744A	12/9/2021	8-7-301.3	Gasoline Dispensing Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 2 settlement(s) for \$10,000 or more completed in December 2021.

1) On December 1, 2021, the District reached settlement with Gilroy Energy Center, LLC (Wolfskill Energy Ctr) for \$10,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A56051A	7/27/2021	12/1/2020	2-1-307	Permit Requirement/Condition Violation

2) On December 21, 2021, the District reached settlement with Clean Harbors Industrial Services, Inc for \$10,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59335A	12/5/2019	9/25/2018	2-1-307	Permit Requirement/Condition Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Authorization to Amend Contract with Allison+Partners

RECOMMENDED ACTION

Recommend the Board of Directors authorize adding \$150,000 to the existing \$98,000 Fiscal Year Ending (FYE) 2022 contract with Allison+Partners (A+P) to provide public relations and outreach support services for a total contract amount not to exceed \$248,000.

BACKGROUND

The Communications Office released a Request for Qualifications (RFQ) for public relations and outreach support in 2020. Four submissions were received and reviewed by representatives of the Communications Office. Through the RFQ selection process, A+P received the highest score and was the selected contractor. A+P has provided support for various media events and public outreach throughout 2021. Due to the ongoing need for support to provide outreach to the public about various Air District initiatives, programs and projects, Air District staff recommends an amendment to A+P's current contract to ensure a streamlined continuation of public outreach support. The Communications Office will release a new RFQ for public relations and outreach support in 2023.

DISCUSSION

A+P will provide public relations and outreach support to the Air District and assist with promoting Air District programs on an as-needed basis. A+P will support media and public outreach for such programs as the Clean Air Filtration Program, Clean Cars for All, the Bay Air Center as well as assisting with communications needs during wildfires.

Staff recommends Board approval to add \$150,000 to A+P's contract and amending the terms of the contract in an amount not to exceed \$248,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract amendment is included in program budget 301 for FYE 2022 and FYE 2023.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Kristina Chu
Reviewed by: Kristine Roselius

ATTACHMENTS:

- 1. Executed Contract Agreement - Contract No. 2020.105
- 2. Proposed Draft Contract Amendment No. 2 - Contract No. 2020.105

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2020.105

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 **Allison & Partners LLC** (“CONTRACTOR”) whose address is 40 Gold Street, San Francisco, CA 94133.

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 May 15, 2020 to May 14, 2021, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
 - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

automobile liability insurance in the required coverage amount from the rental agency.

- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
 - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$98,000.
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 \$98,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Allison & Partners, LLC
40 Gold Street
San Francisco, CA 94133
Attn: Meghan Curtis

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

ALLISON & PARTNERS LLC

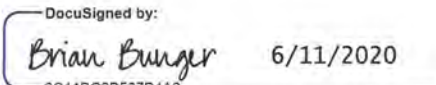
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Meghan Curtis
General Manager

Date: 6/11/20

Date: 5/13/2020

Approved as to form:
District Counsel

By:  6/11/2020
Brian C. Bunger
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR shall provide public relations counsel including media pitching, press event support and crisis communications to DISTRICT on an as-needed basis. All work will be conducted within the nine counties of the DISTRICT's jurisdiction.

1. **Media Pitching**: CONTRACTOR shall maintain lists of key Bay Area media contacts and proactively pitch local, regional and multicultural media outlets to place stories and generate wide press coverage of DISTRICT health alerts, initiatives, events and related topics.
2. **Press Events**: CONTRACTOR shall assist DISTRICT with the coordination and logistics of press conferences and/or speaking engagements including securing locations, notifying media, producing media kits and making follow-up calls to media after the events. Press events may occur as often as five times per quarter.
3. **Crisis Communications**: CONTRACTOR shall assist DISTRICT in creating and implementing crisis communications plans to disseminate information and provide support in community awareness during incident response.

DISTRICT will measure CONTRACTOR's performance based on the extent of press coverage of DISTRICT initiatives, media attendance at press events, and timely and effective response to unplanned incidents that leads to high awareness among Bay Area residents.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time and materials basis for the work outlined in the Scope of Work, according to the hourly rates in the table below. Payment will be made in accordance with Section 8, Payment, of this Contract.

Staff Level	Hourly Rate
Vice President	\$250
Director	\$210
Assistant Account Executive	\$125
Account Coordinator	\$115

DISTRICT will reimburse CONTRACTOR for any expenses incurred by CONTRACTOR on behalf of DISTRICT. Reimbursable expenses include media monitoring tools, subscriptions, proprietary software, postage, overnight delivery and messenger service fees, local and long-distance telephone calls, reasonable printing and copying costs, and all other telecommunications use. CONTRACTOR will bill DISTRICT for reimbursable expenses at the actual costs they are incurred.

Total cost of Contract not to exceed \$98,000.

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.105

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 5, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Allison & Partners, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for public relations counsel, including media pitching, press event support and crisis communications (the “Contract”), which Contract was executed on behalf of CONTRACTOR on May 13, 2020, and on behalf of DISTRICT on June 11, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 13, 2021, for reference purposes only, to extend the term to 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 “\$98,000” with “\$248,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$98,000” with “\$248,000.”
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule, to replace “\$98,000” where it appears with “\$248,000.”

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

ALLISON & PARTNERES LLC

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Meghan Curtis
General Manager

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Adan Schwartz
Acting District Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Authorization to Amend a Contract with Commercial Interior Builders

RECOMMENDED ACTION

Recommend Board of Directors authorize the Executive Officer/APCO to execute a contract amendment with Commercial Interior Builders to increase the contract amount by \$125,000 to account for the costs associated with necessary renovations to Air District monitoring field stations, for an amended contract amount of \$225,000.

BACKGROUND

The Meteorology and Measurement Division has identified two field stations in need of renovation to meet basic operational needs. These stations, one in East Oakland and one newly leased in Livermore, require upgrades to meet Federal and State ambient air monitoring objectives and to comply with National Ambient Air Quality Standards regulatory requirements. The amended cost to renovate the Oakland East and Livermore stations is not to exceed \$125,000.

DISCUSSION

The Oakland East Station Expansion Project provides doubles the current operational footprint, thereby allowing additional air monitoring equipment testing and increased data collection capacity.

The Livermore-Portola Expansion Project deploys a new Photochemical Assessment Monitoring Station to meet regulatory needs. This new site will replace the soon to be decommissioned Livermore-Rincon station. Once the Livermore-Portola station is operational and provides comparable data with the existing station, the former Livermore-Rincon station will then be closed. The Livermore-Portola station renovations are nearly complete, but there is still outstanding structural work on the rooftop and interior of the station that will be covered by the requested contract expansion.

Based on necessary renovations at Livermore-Rincon, Oakland East and other existing locations, the Meteorology and Measurement Division requests an increase in the contact amount to complete these construction projects.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The funds for this contract are included in the Fiscal Year Ending (FYE) 2022 budget.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Maricela Martinez, Ila Perkins
Reviewed by: Rex Sanders

ATTACHMENTS:

1. Executed Contract Agreement - Contract No. 2018.108
2. Proposed Draft Contract Amendment No. 5 - Contract No. 2018-108
3. Commercial Interior Builders - Livermore Roof Deck and Roof Estimate
4. Commercial Interior Builders - Oakland East Renovation Estimate

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MULTIPLE JOB SHORT FORM CONSTRUCTION CONTRACT

CONTRACT NO. 2018.108

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 **Commercial Interior Builders** (“CONTRACTOR”) whose address is 101 The Embarcadero, Suite 205, San Francisco, CA 94105.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. AGREEMENT TO PROVIDE SERVICES
 - A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such construction services as DISTRICT may order by Project Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Project Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Project Order. In the event that the provisions of this Contract conflict with any Project Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Project Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
 - C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Project Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$25,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

4. PROJECT ORDERS – Each Project Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Project Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Project Order. Should any Project Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Project Order. By not rejecting the Project Order within five (5) business days, CONTRACTOR will have accepted the Project Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Project Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Project Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
5. PROJECT DOCUMENTS – The work described in each Project Order shall be performed in accordance with all plans, specifications, and other documents for the project, which will be described in the Project Order.
6. TERM – The term of this Contract is from date of Contract execution to April 30, 2020, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
7. PRICE AND PAYMENT – DISTRICT agrees to pay CONTRACTOR for the strict performance of work under Project Orders pursuant to this Contract, as follows:
 - A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Project Order.
 - B. The sum shown in the Project Order for the performance of all work under the Project Order is subject to adjustments for changes in the work as may be agreed to by DISTRICT and CONTRACTOR, or as may be required under this Contract.
 - C. DISTRICT agrees to pay CONTRACTOR in monthly progress payments for all work completed. Payments will be due and payable within thirty days of invoice. Final payment to CONTRACTOR shall be made within forty-five days after substantial completion of the Project Order and submission of the final invoice to DISTRICT.
 - D. 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 Project Order, 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.
8. TIME – Time is of the essence of this agreement. CONTRACTOR shall provide DISTRICT with a progress and completion schedule for each Project Order and shall conform to that schedule, including any changes to that schedule agreed to between DISTRICT and CONTRACTOR or required by circumstances beyond CONTRACTOR's control.

9. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT 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.
- 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.

10. INDEMNIFICATION

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

11. 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: Joseph Driste

CONTRACTOR: Commercial Interior Builders
101 The Embarcadero, Suite 205
San Francisco, CA 94105
Attn: Jim Bruntz

12. REPORTS AND SURVEYS – DISTRICT shall furnish prior to the start of work under a Project Order all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist CONTRACTOR in properly evaluating the extent and character of the work required. DISTRICT shall provide all land surveys and baselines necessary for CONTRACTOR to locate the principal parts of the work and perform the work.
13. PERMITS, LICENSES AND REGULATIONS – Permits and licenses of a temporary nature necessary for the prosecution of the work under a Project Order shall be obtained and paid for by CONTRACTOR. DISTRICT shall assist CONTRACTOR in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for DISTRICT.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work. If CONTRACTOR observes that drawings, specifications or other Project Documents are at variance with such laws, ordinances, rules and regulations, DISTRICT shall promptly be notified and, if necessary, an adjustment made to the project time or project price.

CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required by the California Contractors State License Board for such work.

14. SITE ACCESS AND RIGHTS OF WAY – DISTRICT shall provide, no later than the date when needed by CONTRACTOR, all necessary access to the lands upon which the work is to be performed, including convenient access to the lands and any other lands designated in the Project Documents for use by CONTRACTOR. DISTRICT shall continue to provide such access until completion of the Contract.

15. 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.
16. DIFFERING SITE CONDITIONS – CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
 - A. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability.
 - B. Subsurface or latent physical conditions at the work site differing from those indicated in the Project Order; or
 - C. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Project Order.

DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall cause a decrease or increase in CONTRACTOR’s cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the Contract.

17. CHANGES IN WORK – The work under a Project Order shall be subject to changes or additions, deletions or revisions by DISTRICT. CONTRACTOR will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the project price or project time is required because of DISTRICT’s request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of CONTRACTOR (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), CONTRACTOR shall submit to DISTRICT within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the project price and the project time. Pricing of the adjustment shall be in general accordance with the pricing structure of the Project Order. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined on the basis of the cost to CONTRACTOR plus reasonable amounts for overhead and profit.

CONTRACTOR shall not be obligated to perform changes in the work or additional work until DISTRICT has approved, in writing, the changes to the project price and the project time.

18. LABOR AND MATERIALS
 - A. Unless otherwise provided in the Project Order, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

- B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees and other persons carrying out work under this Contract. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
 - C. CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
 - D. CONTRACTOR may make substitutions only with the consent of DISTRICT.
19. CLEAN WORK SITE – CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery and surplus material.
20. WARRANTY – CONTRACTOR warrants to DISTRICT that all materials and equipment furnished under this Contract shall be of good quality and new unless otherwise required or permitted by the Contract and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with the Contract and Project Order.
21. INSPECTION OF THE WORK – CONTRACTOR shall make the work accessible at all reasonable times for inspection by DISTRICT. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in CONTRACTOR's work.
22. SUSPENSION OF WORK
- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or a Project Order under the Contract, or persistently fails to carry out the work in accordance with the Contract, or a Project Order under the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
 - B. If CONTRACTOR defaults or persistently fails or neglects to carry out the work in accordance with the Contract, or a Project Order under the Contract, or fails to perform a provision of the Contract or Project Order, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.
23. TERMINATION
- A. If DISTRICT fails for a period of 30 days to make a payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on the work executed.

- B. DISTRICT reserves the right to terminate work under this Contract for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus reasonable overhead and profit on the work executed.
24. DISPUTE RESOLUTION – Any controversy or claim arising out of or relating to this Contract or its alleged breach, which can not be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.
25. CONFIDENTIALITY – It is expressly understood and agreed that in performing work under this Contract, CONTRACTOR will have access to DISTRICT premises and to information related to DISTRICT operations and business, 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.


26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

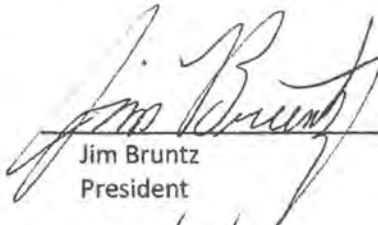
31. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
32. HEADINGS – Headings on the 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.
33. 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.
34. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
35. 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.
36. SURVIVAL OF TERMS – The provisions of sections 10 (Indemnification) and 25 (Confidentiality) 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

COMMERCIAL INTERIOR BUILDERS

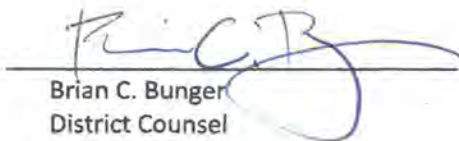
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Jim Bruntz
President

Date: 4/23/18

Date: 4/19/18

Approved as to form:
District Counsel

By: 
Brian C. Bunger
District Counsel

Attachment A

General Description of Services

CONTRACTOR shall provide general contracting and construction services for all DISTRICT sites under Project Orders issued in accordance with this Contract.

Total cost of Contract not to exceed: \$25,000.

AMENDMENT NO. 5

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

CONTRACT NO. 2018.108

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 20, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Commercial Interior Builders** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for general contracting and construction services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 19, 2018, and on behalf of DISTRICT on April 23, 2018.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 24, 2018, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 7, 2020, for reference purposes only, to amend the term and total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated March 1, 2021, for reference purposes only, to amend the term and certain terms and conditions of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 30, 2021, for reference purposes only, to amend the total maximum cost of Project Order No. 5 executed under the Contract.
6. The PARTIES seek to amend the term and the total maximum cost Contract because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to provide those services, up to the new term end date and total maximum cost.
7. In accordance with Section 35 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 6, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2023.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 3, "Agreement to Provide Services," of the Contract to replace "\$100,000" with "\$225,000."
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMERCIAL INTERIOR BUILDERS

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Jim Bruntz
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Adan Schwartz
Acting District Counsel



Estimate

DATE	ESTIMATE NO.
10/14/2021	20-035-03R1

101 The Embarcadero, Suite 205
San Francisco, CA 94105

(415) 896-1102 Phone
(415) 896-1103 Fax

www.ComIntBldrs.com

BAAQMD
375 Beale Street, 6th Floor
San Francisco, CA 94105

DESCRIPTION	QTY	UNIT	COST	TOTAL
Supervision	10	Hrs.	135.00	1,350.00
TOTAL COST OF GENERAL CONDITIONS			0.00	1,350.00
Carpentry Labor	80	Hrs	135.00	10,800.00
Material	1	LS	4,363.00	4,363.00
Investigation with Structural Engineer	4	Hrs.	135.00	540.00
Carpentry Labor to add post	50	Hrs.	135.00	6,750.00
Material for Post	1	LS	825.00	825.00
TOTAL COST OF CARPENTRY			0.00	23,278.00
Caulk Sleepers	20	Hrs.	135.00	2,700.00
Caulking & Sealants	48	Ea.	22.00	1,056.00
TOTAL COST OF WATERPROOFING/INSULATION			0.00	3,756.00
Electrical Outlets on Roof	1	LS	4,974.00	4,974.00
TOTAL COST OF ELECTRICAL			0.00	4,974.00
Subtotal				33,358.00
Insurance	1	LS	500.00	500.00
Overhead & Fee	1	LS	2,370.00	2,370.00
Bond Fee	1	LS	996.00	996.00

TOTAL	\$37,224.00
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Estimate

DATE	ESTIMATE NO.
11/11/2021	21-062-0R1

101 The Embarcadero, Suite 205
San Francisco, CA 94105

(415) 896-1102 Phone
(415) 896-1103 Fax

www.ComIntBldrs.com

BAAQMD
375 Beale Street, 6th Floor
San Francisco, CA 94105

DESCRIPTION	QTY	UNIT	COST	TOTAL
Supervision	27	Hrs.	135.00	3,645.00
DIR Registration and Certified Payroll	1	LS	1,481.00	1,481.00
TOTAL COST OF GENERAL CONDITIONS			0.00	5,126.00
Cleanup	1	LS	1,760.00	1,760.00
TOTAL COST OF PROTECTION & CLEANUP			0.00	1,760.00
Debris Box for Demo	1	LS	200.00	200.00
Demo Opening	12	Hrs.	135.00	1,620.00
Demo Floorcovering	6	Hrs.	135.00	810.00
Demo Opening between Suites	6	Hrs.	135.00	810.00
TOTAL COST OF DEMOLITION			0.00	3,440.00
Support for removed wall	1	LS	2,500.00	2,500.00
Accessible Threshold	1	LS	1,479.00	1,479.00
Header for new opening between Suites	1	LS	1,260.00	1,260.00
Tactile Sign at Exit Doors	2	Ea.	175.00	350.00
TOTAL COST OF CARPENTRY			0.00	5,589.00
Roofing	1	LS	3,819.00	3,819.00
TOTAL COST OF WATERPROOFING/INSULATION			0.00	3,819.00
Sheetrock repair	1	Ea.	1,150.00	1,150.00
Wrap Opening between Suites	1	LS	365.00	365.00
Taping	1	LS	2,700.00	2,700.00
TOTAL COST OF DRYWALL			0.00	4,215.00
Sheet Vinyl Floor and Base	1	LS	5,845.00	5,845.00
TOTAL COST OF FLOORCOVERING			0.00	5,845.00
Painting Bid	1	LS	2,400.00	2,400.00
TOTAL COST OF PAINTING & WALLCOVERING			0.00	2,400.00
Toilet Accessories - Toilet Paper Dispenser	1	Ea.	269.00	269.00
TOTAL COST OF BUILDING SPECIALTIES			0.00	269.00
4 inch PVC Pipes stubbed from Roof to Room	1	LS	3,200.00	3,200.00

TOTAL



Estimate

DATE	ESTIMATE NO.
11/11/2021	21-062-0R1

101 The Embarcadero, Suite 205
San Francisco, CA 94105

(415) 896-1102 Phone
(415) 896-1103 Fax

www.ComIntBldrs.com

BAAQMD
375 Beale Street, 6th Floor
San Francisco, CA 94105

DESCRIPTION	QTY	UNIT	COST	TOTAL
TOTAL COST OF HVAC			0.00	3,200.00
Electrical Bid	1	LS	7,180.00	7,180.00
Remove 2 ea. Wall Outlets	2	Ea.	0.00	0.00
Re-switch Lights	1	LS	0.00	0.00
Wall Dedicated Outlet	5	Ea.	0.00	0.00
Wall Tele/Data Outlet	1	Ea.	0.00	0.00
TOTAL COST OF ELECTRICAL			0.00	7,180.00
Subtotal				42,843.00
Insurance	1	LS	643.00	643.00
Overhead & Fee	1	LS	3,044.00	3,044.00
Bond Fee	1	LS	1,275.00	1,275.00

TOTAL	\$47,805.00
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BAY AREA AIR QUALITY MANAGEMENT DISTRICT
 Memorandum

To: Chairperson Karen Mitchoff and Members
 of the Board of Directors

From: Jack P. Broadbent
 Executive Officer/APCO

Date: February 16, 2022

Re: Authorization to Approve Fiscal Year (FY) 2021/2022 James Cary Smith
 Community Grant Award to South of Market Community Action Network
 (SOMCAN)

RECOMMENDED ACTION

Recommend the Board of Directors approve Fiscal Year (FY) 2021/2022 James Cary Smith
 Community Grant Award to SOMCAN and authorize the Executive Officer/APCO to execute a
 grant agreement for the recommended project.

BACKGROUND

On November 3, 2021, the Air District Board of Directors approved nine grant awards for FY
 2021/2022 James Cary Smith Community Grant Program (JCS Program) and authorized the
 Executive Officer/APCO to execute grant agreements for the recommended projects, in an
 amount not to exceed \$773,801.00. The following is the list of the nine awards approved by the
 Board of Directors at that meeting.

Organization	Geographical Location	Amount Requested		
		Year 1	Year 2	Year 3
Bayview Hunters Point Community Advocates	Bayview Hunters Point	\$100,000	\$100,000	\$100,000
Earth Team	Eastern Contra Costa, East Oakland & San Leandro	\$70,000	\$70,000	\$70,000
Greenaction for Health & Environmental Justice	Bayview Hunters Point	\$100,000	\$100,000	\$100,000

La Clinica de La Raza	Pittsburg, Bay Point & Vallejo	\$100,000	\$100,000	\$100,000
Marin City Climate Resilience and Health Justice	Marin City	\$100,000	\$100,000	\$100,000
Rose Foundation for Communities and the Environment	Pittsburg-Bay Point, Antioch, East Oakland & Bayview Hunters Point	\$100,000	NA	NA
Sequoia Foundation	East Oakland	\$98,801	\$86,419	\$79,855
Sustainable Contra Costa	Pittsburg, Bay Point, & Antioch	\$40,000	\$30,000	\$30,000
Valley Verde	San Jose	\$65,000	\$65,000	\$65,000

Subsequently, Air District staff identified an opportunity to reprioritize California Air Resources Board (CARB) Grant funds to support capacity-building efforts through the JCS Program. On December 1, 2021, the Air District Board of Directors approved staff's request to award 25 additional grant proposals from the current James Cary Smith Community Grant solicitation that met Assembly Bill (AB) 617 funding requirements and received a score of 70 or greater by the review panel. The following is the list of additional awards approved by the Board of Directors.

Organization	Geographical Location	Amount Requested			
		AB 617	Year 1	Year 2	Year 3
Acterra: Action for a Healthy Planet	San Jose/Pittsburg/Bay Point/Oakland (Unspecified)		\$99,500	\$71,900	\$71,900
Bayview YMCA	Southeastern San Francisco		\$100,000	\$100,000	\$100,000
Breathe California of the Bay Area, Golden Gate, and Central Coast	East San Jose		\$94,000	\$94,000	\$94,000
Brightline Defense Project	South Eastern San Francisco		\$100,000	\$100,000	\$100,000
Citizen Air Monitoring Network	Vallejo		\$100,000	\$100,000	\$100,000
Communities for a Better Environment	East Oakland		\$99,856	NA	NA

Community Climate Solutions	San Jose	\$90,000	\$55,000	\$55,000
East Bay Bike Coalition dba Bike East Bay	Pittsburg/Bay Point	\$63,900.52	\$73,575.55	\$76,174.32
Higher Ground Neighborhood Development Corp	East Oakland	\$50,000	\$25,000	\$25,000
HOPE Collaborative, A Project of the Tides Center	East Oakland	\$100,000	\$100,000	\$100,000
International Children Assistance Network	San Jose	\$100,000	\$100,000	\$100,000
Latinos United for a New America	San Jose	\$100,000	\$100,000	\$100,000
Livable City	San Francisco	\$80,000	\$80,000	\$80,000
Mycelium Youth Network	East Oakland	\$83,600	\$100,000	NA
NorCal Resilience Network	San Leandro	\$100,000	\$25,000	\$25,000
Rise South City	South Eastern San Francisco	\$100,000	\$100,000	\$100,000
San Francisco Transit Riders	South Eastern San Francisco	\$95,000	\$95,000	\$95,000
San Leandro 2050	San Leandro	\$99,204	NA	NA
Silicon Valley Bicycle Coalition	San Jose	\$100,000	\$100,000	\$100,000
Strategic Energy Innovations	Bay Area AB617 Communities	\$100,000	\$100,000	\$100,000
TransForm	East Oakland	\$90,108	\$95,168	\$97,440
Tri-Valley Air Quality Community Alliance	Tri-Valley	\$100,000	\$100,000	\$100,000
Urban Habitat Program	Bay Area AB617 Communities	\$50,000	\$25,000	\$25,000
White Pony Express	Pittsburg/Bay Point	\$100,000	\$100,000	\$100,000
Youth UpRising	East Oakland	\$92,500	NA	NA

DISCUSSION

Since the Board's vote on December 1, 2021, Air District staff identified one additional proposal from the current solicitation that meets AB 617 funding requirements and received a score above 70 from the review panel. Air District staff request that the Board of the Directors

approve funding SOMCAN’s proposal in the amount listed below. SOMCAN’s proposal received a score of 83 points out of a possible 100 from the review panel, and SOMCAN’s proposed project comports with the provisions outlined in the Air District’s Grant Agreement with CARB.

Organization	Geographical Location	Amount Requested		
	AB 617	Year 1	Year 2	Year 3
South of Market Community Action Network (SOMCAN)	South of Market area of San Francisco	\$100,000	\$100,000	\$100,000

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Funding is included in FY 2021/2022 budget.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Aneesh Rana, Megan Mabry, and Kristen Law
Reviewed by: Suma Peesapati and Veronica Eady

ATTACHMENTS:

None.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

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

RECOMMENDED ACTION

The Board of Directors will consider adopting proposed amendments to the Air District's Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees.

BACKGROUND

In accordance with provisions of the Administrative Code governing amendments to the Code, notice was given at the January 19, 2022, Board of Directors (Board) meeting that the Board would consider at its next regular meeting, amendments to the Administrative Code, Division I: Operating Policies and Procedure, Section 6: Board of Directors, Committees.

These amendments will recreate the Budget and Finance Committee and transfer certain functions from the Administrative Committee to the Budget and Finance Committee. This amendment will further the interests of good governance and will promote transparency and accessibility for public participation. These proposed amendments, if adopted, will replace the entirety of the existing text in Administrative Code, Division I: Operating Policies and Procedures, Section 6: Board of Directors, Committees.

DISCUSSION

Administrative Code Section 14.1, Amendments Mechanism, requires the noticing of proposed amendments at a preceding meeting of the Board of Directors before adoption can take place. These proposed amendments were noticed at the Board of Directors' meeting of January 19, 2022. Adoption of these proposed amendments can now be considered.

All amendments are reflected in the attached underline/strikethrough version of the Administrative Code. The proposed amendments to the Administrative Code are attached for the Board's review and consideration.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Adan Schwartz

ATTACHMENTS:

1. Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees
2. Proposed Amended Administrative Code, Division I, Operating Policies and Procedures, Section 6 Board of Directors Committees - Redline

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

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

6.1 SPECIAL COMMITTEES.

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

6.2 STANDING COMMITTEES.

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

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

6.3 ROTATION OF COMMITTEES.

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

6.4 ADMINISTRATION COMMITTEE.

The Administration Committee will consider such matters of policy affecting the affairs of the District as may arise from time to time when the Board of Directors is not in session. The Administration Committee shall consult with the officers of the District and, within the scope and limitations of resolutions or other policies adopted by the Board of Directors, shall implement and make more specific the policies and programs of the District and, within such

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

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

6.5 BUDGET AND FINANCE COMMITTEE.

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

6.6 LEGISLATIVE COMMITTEE.

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

6.7 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.

6.8 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE. (Revised 7/7/21)

The Mobile Source and Climate Impacts Committee will consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, mobile source fuels and equity for impacted communities related to these

sectors. The Committee will keep itself informed on actions or proposed actions by local, regional, state and federal agencies affecting air pollutant emissions from mobile sources.

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

6.9 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE. (Revised 7/7/21)

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

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

6.10 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.

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

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

6.11 QUORUM FOR COMMITTEES. (Revised 12/6/06)

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

6.12 COMMITTEE PROCEDURE. (Revised 12/6/06)

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

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

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

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

6.1 SPECIAL COMMITTEES.

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

6.2 STANDING COMMITTEES.

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

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

6.3 ROTATION OF COMMITTEES.

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

6.4 ADMINISTRATION COMMITTEE.

The Administration Committee will consider such matters of policy affecting the affairs of the District as may arise from time to time when the Board of Directors is not in session. The Administration Committee shall consult with the officers of the District and, within the scope and limitations of resolutions or other policies adopted by the Board of Directors, shall implement and make more specific the policies and programs of the District and, within such

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

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

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

6.5 BUDGET AND FINANCE COMMITTEE.

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

6.65 LEGISLATIVE COMMITTEE.

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

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

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be

bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

6.87 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE. (Revised 7/7/21)

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

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

6.9 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE. (Revised 7/7/21)

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

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

6.109 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.

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

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

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

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

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

- (a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.
- (b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Authorization to Amend Environmental Consultant Contract

RECOMMENDED ACTION

Recommend Board of Directors authorize the Executive Officer/APCO to increase funding available to CEQA consultant, PlaceWorks, in an amount not to exceed \$300,000.

BACKGROUND

This contract includes services for developing and preparing Initial Studies, Negative Declarations, Environmental Impact Reports, or other CEQA-related documents as specified by Air District staff. The Air District solicited bids from consultants that can demonstrate extensive experience with CEQA analysis and CEQA document development/preparation as related to air quality permits and air quality planning.

This contract amendment will support the Air District's role in CEQA for the following projects in San Francisco, CA:

CEMEX submitted a permit application to increase material throughput at the existing barge conveyors (Air District Application #28001). CEMEX is seeking to increase sand and aggregate throughput at the site on Pier 92.

Hanson Aggregates submitted applications to permit two material handling sites located on Pier 92 and Pier 94 (Air District Applications #28839 and #27982). The Pier 92 facility was previously determined to be exempt but no longer meets the permitting exemption requirements. The Pier 94 facility began operation without a permit.

Recology located at Pier 94 submitted a permit application to permit a concrete and asphalt crushing facility (Air District Application #31182). The facility began operation without a permit.

To assist Air District staff in its CEQA work, the Air District entered into a master service contract with an environmental consultant, PlaceWorks on July 8, 2018, for services not to exceed \$100,000 in cost—Contract No. 2018.166.

DISCUSSION

In April 2018, the Air District posted an open solicitation Request for Proposals (2018-003) to perform CEQA analyses for State and/or federal air quality plans, Community Action Plans and rule development projects. Four applications were received and scored by a panel based on expertise, skills, approach and cost. As a result of this competitive process, three consultants, including PlaceWorks, Inc., entered into Master Service Agreements to assist with the Air District’s on-going multi-divisional CEQA analyses needs. The contract term for PlaceWorks’ Master Service Agreement is from July 1, 2018 to June 30, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The Air District will seek full reimbursement from CEMEX Construction, Hanson Aggregates, and Recology for the costs associated with this contract amendment. Air District Regulation 3 Fees Section 3-315 requires the applicant for an Authority to Construct to pay “the District’s costs of performing any environmental evaluation and preparing and filing any documents pursuant to the California Environmental Quality Act (Public Resources Code, Section 21000, et seq), including the costs of any outside consulting assistance which the District may employ in connection with the preparation of any such evaluation or documentation, as well as the District’s reasonable internal costs (including overhead) of processing, reviewing, or filing any environmental evaluation or documentation.”

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Carol Allen
Reviewed by: Damian Breen

ATTACHMENTS:

1. Executed Contract Agreement - Contract No. 2018.166
2. Proposed Draft Contract Amendment No. 1 - Contract No. 2018.166

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2018.166

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 **PlaceWorks** (“CONTRACTOR”) whose address is 1625 Shattuck Avenue, Suite 300, 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 as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.

4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.

5. TERM – The term of this Contract is from July 1, 2018 to June 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying

a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order

shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$100,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.

11. PRICING, INVOICES, AND PAYMENT
 - A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
 - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
 - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
 - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
 - A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.

- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.
13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: PlaceWorks
 1625 Shattuck Avenue, Suite 300
 Berkeley, CA 94709
 Attn: Greg Goodfellow

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

considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

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

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

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

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

25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

PLACEWORKS

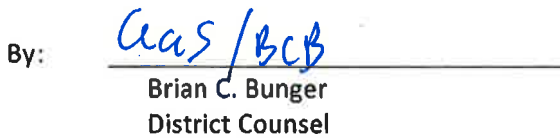
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Keith McCann
CEO

Date: 7/3/18

Date: _____

Approved as to form:
District Counsel

By: 
Brian C. Bungler
District Counsel

Attachment A
General Description of Services

The DISTRICT anticipates preparing numerous California Environmental Quality Act (CEQA) documents for projects carried out by the Strategic Incentives Division, Office of Rules and Strategic Development and the Planning and Climate Protection Division. In close consultation with DISTRICT staff, CONTRACTOR will assist in preparing initial studies, negative declarations, environmental impact reports or other CEQA-related documents for projects specified by DISTRICT staff. CONTRACTOR may also be requested to attend internal staff meetings, Board Hearings and/or public workshops. All work authorized under this contract will be by Task Orders.

Hourly billing rate for CONTRACTOR staff time:

Professional	Hourly Rate
Principal	\$195
Associate Principal	\$180
Senior Associate / Senior Scientist	\$150
Associate / Scientist	\$120
Project Planner / Project Scientist	\$95
Planner / Assistant Scientist	\$85
Graphics Specialist	\$65
Clerical / Word Processing	\$45
Intern	\$65

- Billing rates are valid through December 2018 at which a 4% annual increase may be made.
- Subcontractors are billed at cost plus 10%.
- Any travel expenses incurred by CONTRACTOR must follow the DISTRICT's travel policy, attached hereto as Attachment B.

Total cost of Contract not to exceed \$100,000.

ATTACHMENT B



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

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. 2018.166

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 18, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **PlaceWorks** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for California Environmental Quality Act (CEQA) analyses support for DISTRICT (the “Contract”), effective July 1, 2018.
2. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$100,000” with “\$300,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, General Description of Services, with the attached “Attachment A-1, General Description of Services” and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, General Description of Services.
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

PLACEWORKS

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Keith McCann
CEO

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Adan Schwartz
Acting District Counsel

**Attachment A-1
General Description of Services**

The DISTRICT anticipates preparing numerous California Environmental Quality Act (CEQA) documents for projects carried out by the Strategic Incentives Division, Office of Rules and Strategic Development and the Planning and Climate Protection Division. In close consultation with DISTRICT staff, CONTRACTOR will assist in preparing initial studies, negative declarations, environmental impact reports or other CEQA-related documents for projects specified by DISTRICT staff. CONTRACTOR may also be requested to attend internal staff meetings, Board Hearings and/or public workshops. All work authorized under this contract will be by Task Orders.

Hourly billing rate for CONTRACTOR staff time:

Effective: July 1, 2018

Professional	Hourly Rate
Principal	\$195
Associate Principal	\$180
Senior Associate / Senior Scientist	\$150
Associate / Scientist	\$120
Project Planner / Project Scientist	\$95
Planner / Assistant Scientist	\$85
Graphics Specialist	\$65
Clerical / Word Processing	\$45
Intern	\$65

Effective: January 1, 2022 – December 31, 2022

Professional	Hourly Rate
Principal	\$210 - \$335
Associate Principal	\$195 - \$250
Senior Associate / Senior Scientist II	\$170 - \$235
Senior Associate / Senior Scientist I	\$160 - \$195
Associate / Scientist II	\$135 - \$170
Associate / Scientist I	\$125 - \$160
Project Planner / Project Scientist	\$105 - \$150
Planner / Assistant Scientist	\$90 - \$130
Graphics Specialist	\$90 - \$135
Administrator	\$145 - \$200
Clerical / Word Processing/Technical Editor	\$45 - \$150
Intern	\$75 - \$100

- July 1, 2018 billing rates are valid through December 2018 at which a 4% annual increase may be made.
- January 1, 2022 – December 31, 2022 billing rates are valid through December 2022 at which a 5% annual increase may be made.
- Subcontractors are billed at cost plus 10%.
- Any travel expenses incurred by CONTRACTOR must follow the DISTRICT's travel policy, attached hereto as Attachment B.

Total cost of Contract not to exceed \$300,000.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Report of the Community Advisory Council Meeting of January 13, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Community Advisory Council is a Brown Act Committee and consists of 17 community members from across the Bay Area. The councilmembers reflect the diversity of the communities in the Bay Area and the lived experiences of those living in communities heavily impacted by air pollution. The individuals on the council have diverse skill sets and a range of relevant knowledge and technical experience. The Community Advisory Council was created at the request of the community and will provide input on key Air District initiatives. The Air District is working to support racial equity and environmental justice throughout its work under the direction of Veronica Eady, senior deputy executive officer of policy and equity.

DISCUSSION

The Air District's Community Advisory Council met for the first time on Thursday, January 13, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Council participated by teleconference.

The Council members were welcomed by Board Chairperson, Karen Mitchoff, and Executive Air District staff, and then asked to introduce themselves.

The Council then received the staff presentation *Overview of the Ralph M. Brown Act*. During this item, members of the Council expressed interest in holding gatherings so that they might meet each other without violating the Brown Act. It was proposed that meeting times be extended to allow the Council members time to speak with each other before selecting officers.

The Council then received the staff presentation *Introduction to the Air District*, describing the Air District's history and administrative process.

During Item 8 (Council Member Comments) action was taken, based on discussion from previous items earlier on the agenda. The Council directed staff to do the following:

- 1. Add an agenda item to the next (Community Advisory Council) meeting on community health monitoring.

The next meeting of the Community Advisory Council will be held at a date uncertain, tentatively in March 2022, via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the Summary Report of the Community Advisory Council.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

- 1. Community Advisory Council January 13, 2022 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Members of the Community Advisory Council

From: Jack P. Broadbent
Executive Officer/APCO

Date: January 6, 2022

Re: Welcome from the Chair of the Board of Directors and Executive Staff

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Board of Directors Chairperson and Executive Council will provide introductions and opening remarks.

DISCUSSION

Board of Directors Chairperson Karen Mitchoff, Executive Officer/APCO Jack P. Broadbent, and Senior Deputy Executive Officer of Policy & Equity Veronica Eady, will provide introductory and opening remarks.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Chief Executive Officer/APCO

Prepared by: Anna Lee
Reviewed by: Veronica Eady

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Members of the Community Advisory Council

From: Jack P. Broadbent
Executive Officer/APCO

Date: January 6, 2022

Re: Council Introductions

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Staff will provide a brief overview of the Council.

DISCUSSION

Community Advisory Councilmembers will have the opportunity to briefly introduce themselves to the membership.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Brian Butler
Reviewed by: Veronica Eady

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Community Advisory Council

From: Jack P. Broadbent
Executive Officer/APCO

Date: January 6, 2022

Re: Overview of the Ralph M. Brown Act

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Staff will provide an overview of the Ralph M. Brown Act and the governance of public meetings.

DISCUSSION

The Community Advisory Council of the Air District is subject to the requirements of the Ralph M. Brown Act. Staff will review the Ralph M. Brown Act and the legal requirements for open meetings and public access, including applicable procedural requirements.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Brian Butler
Reviewed by: Adan Schwartz

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Members of the Community Advisory Council

From: Jack P. Broadbent
Executive Officer/APCO

Date: January 6, 2022

Re: Introduction of the Air District

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

At the first meeting of the Air District's Community Advisory Council, Air District staff will provide information and an overview of the Air District to help inform the work of the Council.

DISCUSSION

Staff will provide an introduction of the Air District, including the Air District's mission and vision, administrative structure, and the role of the Community Advisory Council in Air District work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Brian Butler
Reviewed by: Veronica Eady

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Report of the Path to Clean Air Community Emissions Reduction Plan Steering
Committee Meeting of January 24, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Richmond Area Community Emissions Reduction Plan Steering Committee met on Monday, January 24, 2022, and approved the minutes of December 13, 2021. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then welcomed two new members, who were asked to give introductions.

The Committee then received and discussed the staff presentation *Social Pinpoint*, which featured the community mapping work of several community organizing grantees. The Air District had awarded \$72,848 to six nonprofit organizations in the Richmond/North Richmond/San Pablo area. The grantees engaged with community members and informed them of the development of the Steering Committee's strategies to reduce air pollution and protect public health. These grants explicitly targeted outreach to underrepresented groups in the area, to ensure that their concerns are incorporated into the problem identification and development of strategies and solutions.

Finally, the Committee received and discussed the staff presentation *How Measurements and Modeling Help Develop a Community Emissions Reduction Plan*, which explained how the technical assessment fits in the overall Community Emissions Reduction Plan development process, and how insights from air quality modeling and measurements can help inform air

quality concerns, such as the Richmond Chevron refinery and on road mobile sources.

The next meeting of the Richmond Area Community Emissions Reduction Plan Steering Committee will be held on Monday, February 28, 2022, at 5:30 p.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the Chair Report of the Richmond Area Community Emissions Reduction Plan Steering Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Path to Clean Air Community Emissions Reduction Plan Community Steering Committee
January 24, 2022 Meeting Memorandums

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: January 24, 2022

Re: Approval of the Minutes of December 13, 2021

RECOMMENDED ACTION

Approve the attached draft minutes of the Community Steering Committee (Committee) meeting of December 13, 2021.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Committee meeting of December 13, 2021.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: MIG Consulting

Reviewed by: Veronica Eady

ATTACHMENTS:

1. Draft Minutes of the Path to Clean Air CERP Committee Meeting of December 13, 2021

PATH TO CLEAN AIR COMMUNITY
EMISSIONS REDUCTION PLAN
COMMUNITY STEERING COMMITTEE
MEETING OF 01/24/2022

Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

DRAFT MINUTES

Richmond – No. Richmond – San Pablo Community Emissions Reduction Plan Community Steering Committee
Monday, December 13, 2021

1. CALL TO ORDER - ROLL CALL

The Richmond – No. Richmond – San Pablo Community Emissions Reduction Plan Community Steering Committee (CSC or Committee) Co-Chairs Y’Anad Burrell and Alfredo Rafael Angulo called the meeting to order at 6:00 pm.

Present: Co-Chair Y’Anad Burrell, Co-Chair Alfredo Rafael Angulo; and Members Nancy Aguirre, Francisco Avila, Lucia Castello, Dr. Henry Clark, Suzanne Coffee, Patricia Daniels, Dr. Darlena David, Darlene Rios Drapkin, Roberta Feliciano, Luz Gomez, Lizbeth Ibarra, Jeffrey Kilbreth, Dr. Omoniyi Omotoso, Kevin Ruano Hernandez, Dave Severy, Heidi Swillinger, Vernon Whitmore, Jim Holland (non-voting), and Hakim Johnson (non-voting).

Absent: Members Lizette Bernal, Amanda Booth, Philip Mitchell, Erika Ramirez, Jessica Range, and Micaela Zaragoza-Soto.

Also Present: Air District Staff Kevin Olp, Anna Lee, Karissa White, Kelly Malinowski, Marcy Hiratzka, Jack Broadbent, Kristen Law, Henry Hilken, Vanessa Johnson, David Holstius, Phil Martien, Laura Cackette, Ranyee Chiang, Elizabeth Yura, Barry Young, Victor Douglas, Dan Alrick, Stephen Reid, Lisa Flores, Alesia Hsiao, Marcia Raymond, Eric Bissinger, Pamela Leong, Brian Moore, and Suma Peesapati; MIG Staff Jessie Hernandez; Interpreter Norma Hererra; and Members of the Public Julia Luongo, Cassie Lopina, Andres Soto, Tania Pulido, Supervisor John Gioia, and Pippin Mader.

2. APPROVAL OF THE MINUTES OF NOVEMBER 15, 2021

The Committee reviewed the meeting agenda and approved the November 15, 2021, Meeting Minutes with edits in a roll call vote.

Public Comment

None.

Committee Action

Dr. Omoniyi Omotoso made a motion, seconded by Francisco Avila, to **approve** the minutes of November 15, 2021; and the motion carried by the following vote of the Committee:

AYES: Co-Chairs Y’Anad Burrell and Alfredo Rafael Angulo; and Members Nancy Aguirre, Francisco Avila, Lucia Castello, Dr. Henry Clark, Suzanne Coffee, Patricia Daniels, Dr. Darlena David, Darlene Rios Drapkin, Roberta Feliciano, Luz Gomez, Lizbeth Ibarra, Jeffrey Killbreth, Dr. Omoniyi Omotoso, Dave Severy, Heidi Swillinger, and Vernon Whitmore.

NOES: None.

ABSTAIN: None.

ABSENT: Members Lizette Bernal, Amanda Booth, Philip Mitchell, Erika Ramirez, Jessica Range, Kevin Ruano Hernandez, and Michaela Zaragoza Soto.

3. **CONFIRM COMMUNITY EMISSIONS REDUCTION PLAN (CERP) BOUNDARY**

The Committee discussed and approved the revised CERP Provisional Boundary presented by Air District staff.

Public Comment

Andres Soto, Communities for a Better Environment.

Committee Action

Nancy Aguirre made a motion, seconded by Jeffrey Killbreth, to **approve** the revised CERP Provisional Boundary; and the motion carried by the following vote of the Committee:

AYES: Co-Chairs Y’Anad Burrell and Alfredo Rafael Angulo; and Members Nancy Aguirre, Francisco Avila, Lucia Castello, Dr. Henry Clark, Suzanne Coffee, Patricia Daniels, Dr. Darlena David, Darlene Rios Drapkin, Roberta Feliciano, Luz Gomez, Lizbeth Ibarra, Jeffrey Killbreth, Dr. Omoniyi Omotoso, Dave Severy, Heidi Swillinger, and Vernon Whitmore.

NOES: None.

ABSTAIN: None.

ABSENT: Members Lizette Bernal, Amanda Booth, Philip Mitchell, Erika Ramirez, Jessica Range, Kevin Ruano Hernandez, and Michaela Zaragoza Soto.

4. **PERMITTING 101/ENGINEERING (WITH PERMITTING Q&A)**

The Committee received a presentation providing an overview of the Air District’s permitting process including requirements, evaluation, and issuance.

Public Comment

Supervisor John Gioia; Contra Costa County.
Andres Soto; Communities for a Better Environment.

Committee Action

None; receive and file.

5. RULES 101 – INTRODUCTION TO RULE DEVELOPMENT AND STRATEGIC POLICY

The Committee received a presentation introducing the Rules Division and providing an overview of the rule development process for creating and modifying Air District regulations.

Public Comment

Andres Soto; Communities for a Better Environment.

Committee Action

None; receive and file.

6. COMMUNITY ASSETS AND AIR POLLUTION MAPPING PROJECT UPDATE

The Committee reviewed the key themes and recurring issues within the comments and discussed next steps for organizing and community engagement efforts.

Public Comment

None.

Committee Action

None; receive and file.

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

Members of the public were invited to speak on matters not on the agenda for the meeting for two minutes.

Public Comment

None.

Committee Action

None; receive and file.

8. COMMITTEE MEMBER COMMENTS

Members of the Committee and its staff were invited to make comments, ask questions, make brief announcements, provide a reference regarding factual information, request staff to report back at subsequent meetings concerning any matter, or direct staff to place a matter of business on a future agenda.

Public Comment

None.

Committee Action

None; receive and file.

9. TIME AND PLACE OF NEXT MEETING

Monday, January 24, 2022, Zoom Video Conferencing, at 6:00 p.m.

Zoom Log In: <https://us06web.zoom.us/j/83513976207>

Meeting ID: 835 1397 6207

10. ADJOURNMENT

The Committee meeting was adjourned by the Committee Co-Chairs at 8:09 pm.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Community Steering Committee

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

Date: January 24, 2022

Re: New Steering Committee Member Introduction

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District staff conducted an application process that closed on November 19, 2021, and convened a review panel consisting of four Community Steering Committee (CSC) members and one CSC Co-Chair. Air District staff recommend the Committee review the summary of applicants, application materials, and recommendations from the CSC review panel to develop a slate of recommended candidates to fill the vacant seats.

On December 2, 2021, the Community Equity, Health, and Justice Committee of the Board of Directors (Board) reviewed the CSC recommendations and chose four candidates to recommend for the Board to select for the vacancies. On December 15, 2021, those recommendations were adopted, and four new members were selected for the Path to Clean Air CSC, and two have accepted: Simren Sandhu, and Marisol Cantú,

DISCUSSION

This agenda item will offer the new members the opportunity to introduce themselves to their fellow CSC members, and four volunteers will be selected to meet with the new members and welcome them onto the team.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Karissa White

Prepared by: Veronica Eady

ATTACHMENTS:

None.

PATH TO CLEAN AIR COMMUNITY
EMISSIONS REDUCTION PLAN
COMMUNITY STEERING COMMITTEE
MEETING OF 01/24/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Community Steering Committee

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

Date: January 24, 2022

Re: Community Organizing Grantees Report Out on Community Mapping Work

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The California Air Resources Board Community Air Protection Blueprint underlines, “Most importantly, underpinning AB 617 is the understanding that community members must be active partners in envisioning, developing, and implementing actions to clean up the air in their communities.” Towards this end, the Air District awarded \$72,848 to six nonprofit organizations in the Richmond, North Richmond, and San Pablo area to organize and engage with community members to provide input to inform the development of strategies with the Steering Committee, that will reduce air pollution and protect public health especially in vulnerable communities. These grants explicitly targeted outreach to underrepresented groups in the area, to ensure they have a voice, and their concerns are incorporated into the problem identification and development of strategies and solutions.

The Air District also developed an interactive mapping platform that will allow local community members to share their input and stories on a publicly available online map. In total, the organizers helped gather over 490 comments and 374 survey responses. They also educated youth in workshops, coordinated air pollution-themed bike tours, conducted youth social media contests, and hired youth organizers among many other types of projects.

DISCUSSION

This agenda item will highlight the results from these organizing efforts, as well as lessons learned, and feedback to share with the Community Steering Committee (CSC) about the communities’ perceptions and concerns around air quality.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Kevin Olp
Reviewed by: Veronica Eady

ATTACHMENTS:

None.

PATH TO CLEAN AIR COMMUNITY
EMISSIONS REDUCTION PLAN
COMMUNITY STEERING COMMITTEE
MEETING OF 01/24/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Community Steering Committee

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

Date: January 24, 2022

Re: How Measurements and Modeling Help Develop a CERP: Overview and Examples

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Technical assessment tools, such as air quality measurements and modeling, play an important role in the CERP development process. The technical assessment can help inform key air quality issues and concerns, develop and prioritize strategies and mitigation efforts, set targets, and track progress.

DISCUSSION

Building on previous presentations that introduced technical assessment concepts, tools, and methods, in this presentation Air District staff will describe how the technical assessment fits in the overall CERP development process. Staff will illustrate how insights from air quality modeling and measurements can help inform two example air quality concerns: Chevron and on-road mobile sources.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Steve Reid and Dan Alrick

Reviewed by: Veronica Eady

ATTACHMENTS:

None.

PATH TO CLEAN AIR COMMUNITY
EMISSIONS REDUCTION PLAN
COMMUNITY STEERING COMMITTEE
MEETING OF 01/24/2022

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Karen Mitchoff and Members
of the Board of Directors

From: Jack P. Broadbent
Executive Officer/APCO

Date: February 16, 2022

Re: Agenda Management System (AMS) Launch

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Previously, the Bay Area Air Quality Management District (Air District) did not have an electronic agenda management system in place. Executive Office (EO) staff prepared hard copy draft agenda packets that were hand-routed to the EO Manager, one senior Executive Officer, five Deputy Air Pollution Control Officers (DAPCOs), Legal Counsel, and the Air Pollution Control Officer (APCO) for signature of approval. Revised copies of the agenda packet were printed after each change during the routing process. The final packets were also physically mailed and emailed to the Board, staff, and other stakeholders.

The Air District initiated a Request for Proposal (RFP) seeking a solution to create a more efficient and sustainable agenda packet preparation process for the Air District Board of Directors and Committee meetings.

DISCUSSION

After conducting product research, a rigorous RFP process, including interviews and detailed application questionnaire, the Air District selected the electronic agenda management system, CivicClerk, to improve the workflow automation, content, and approval status transparency. As part of this agenda item, staff will provide a brief overview of the AMS.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent
Executive Officer/APCO

Prepared by: Vanessa Johnson
Reviewed by: Justine Buenaflor

ATTACHMENTS:

None.