



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

BOARD OF DIRECTORS  
MEETING  
July 19, 2023

MEETING LOCATION(S) FOR IN-PERSON ATTENDANCE BY  
BOARD MEMBERS AND MEMBERS OF THE PUBLIC

Bay Area Metro Center  
1st Floor Board Room  
375 Beale Street  
San Francisco, CA 94105

Office of Contra Costa County  
Supervisor John Gioia  
Conference Room  
11780 San Pablo Ave., Suite D  
El Cerrito, CA 94530

City of Palo Alto City Hall  
250 Hamilton Ave., 7th Floor  
Palo Alto, CA 94301

Office of Alameda County Supervisor  
David Haubert  
4501 Pleasanton Avenue  
Pleasanton, CA 94566

County of Sonoma  
County Administrator's Office  
575 Administration Drive  
Sunroom, Suite #110A  
Santa Rosa, CA 95403

San Ramon City Hall  
Community Conference Room, 2nd Floor  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

These streaming options are provided for convenience only. In the event that streaming connections malfunction for any reason, the Board of Directors reserves the right to conduct the meeting without remote webcast and/or Zoom access.

The public may observe this meeting through the webcast by clicking the link available on the air district's agenda webpage at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas).

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/82463904049>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 824 6390 4049

**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 a matter on the agenda will have two minutes each to address the Board on that agenda item, unless a different time limit is established by the Chair. No speaker who has already spoken on an item will be entitled to speak to that item again.

The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is *per se* disruptive to a meeting and will not be tolerated.

# BOARD OF DIRECTORS MEETING AGENDA

**WEDNESDAY, JULY 19, 2023**

**9:00 AM**

**Chairperson, John J. Bauters**

**1. Call to Order - Roll Call**

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

**2. Pledge of Allegiance**

**3. Special Orders of the Day**

**CONSENT CALENDAR (Items 4 - 16)**

**4. Approval of the Draft Minutes of the Board of Directors Regular Meeting of July 5, 2023**

*The Board will consider approving the draft minutes of the Board of Directors Regular meeting of July 5, 2023.*

**5. Board Communications Received from July 5, 2023 through July 18, 2023**

*A copy of communications directed to the Board of Directors received by the Air District from July 5, 2023 through July 18, 2023, if any, will be distributed to the Board Members by way of email.*

**6. Personnel Out-of-State Business Travel Report for June 2023**

*In accordance with Division III, Section 5.4(b) of the Air District Administrative Code, the Board is hereby notified that the attached memorandum lists Air District personnel who have traveled on out-of-state business in the preceding months.*

**7. Quarterly Report of the Executive Office and Division Activities for the Months of January 2023 - March 2023**

*This is an informational item only.*

8. Authorization to Amend Legal Services Agreement with Woodruff & Smart for Continued Representation of the Air District in The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al.

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to the existing Legal Services Agreement with Woodruff & Smart to increase the current contract limit by \$200,000, from \$400,000 to \$600,000, for continued representation in the matter of The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al. The Air District's insurance carrier has agreed to pay for this legal representation, subject to a reservation of rights. The Board of Directors will consider authorizing the transfer of \$200,000 from the Outside Counsel Litigation Support General Fund Reserves to amend the Fiscal Year 2024 Legal Office's Litigation program budget to the extent it becomes necessary to cover fees under this Legal Services Agreement as a result of the insurer's reservation of rights.*

9. Projects and Contracts with Proposed Grant Awards Over \$500,000

*The Board of Directors will consider approving the award of incentive funding to projects with proposed grant awards in excess of \$500,000 and authorizing the Executive Officer/APCO to execute grant agreements for each recommended project.*

10. Authorization to Expand Benefits, Vendors, and Partnership Agreements for the Home Air Filtration Program

*The Board of Directors will consider authorizing the Executive Officer/APCO to (1) expand benefits in Home Air Filtration Program to include one replacement filter for each air cleaner purchased; (2) to purchase air cleaners from any air cleaner vendors selected via an RFQ in amounts not-to-exceed \$250,000 combined; and (3) expand current agreements with Asthma Mitigation Program (AMP) partners from total amounts not-to-exceed \$100,000 to \$250,000 to distribute these filters and filter replacements to low-income clients with respiratory illness.*

11. Authorization to Amend Contract with Clean Cars for All Contractor

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with GRID Alternatives Bay Area, to extend the contract term and include an additional \$675,000 to continue to provide consumer education and support for clean transportation incentives in the Bay Area, for a total contract amount not to exceed \$1,299,755.*

12. Notice of Proposed Amendments to Administrative Code Regarding Probationary Periods and Return Rights for Current Employees Promoted to Deputy Executive Officer or Senior Assistant Counsel

*The Board of Directors will receive notice that at its next meeting it will consider proposed amendments to Section 3.3(d) of Division III of the Air District's Administrative Code regarding probationary periods and return rights for current employees who are promoted to Deputy Executive Officer or Senior Assistant Counsel during 2023.*

13. Authorization to Amend Legal Services Agreement with Shute Mihaly & Weinberger for Continued Representation of the Air District in Ongoing Litigation Regarding Regulation 6-5

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to the existing Legal Services Agreement with Shute Mihaly & Weinberger LLP to increase the current contract limit by \$185,000, from \$625,000 to \$810,000, for continued representation in the litigation regarding District Regulation 6, Rule 5; and will consider authorizing the transfer of \$185,000 from the Outside Counsel Litigation Support General Fund Reserves to amend the Fiscal Year 2024 Legal Office's Litigation program budget.*

14. Authorization to Execute Three-Year Contracts with Four Temporary Staffing Firms Not to Exceed \$1.6 Million

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute three-year contracts with Enterprise Solutions, Inc, Tryfacta, Inc., Enterprise Resource Services, Inc., and Robert Half, Inc. for an amount not to exceed a total of \$1.6 Million for temporary staffing services to backfill employees during leave and recruitments, and for staff augmentation as needed for limited term project work.*

15. Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to the existing contract with Van Dermyden Makus Law Corporation for legal services related to workplace investigations (i) to increase the current contract limit by \$100,000, from \$500,000 to \$600,000; and (ii) to clarify the contractor's obligations and rights in the event any post-investigation work is required.*

16. Report of the Finance and Administration Committee Meeting of July 5, 2023

*The Board of Directors will receive a report of the Finance and Administration Committee meeting of July 5, 2023.*



## **ACTION ITEM(S)**

17. Authorization of Employee Compensation and Benefits

*The Board of Directors will consider authorization of employee compensation and benefits for FYE 2024. This is an action item and will be presented by John Chiladakis, Acting Deputy Executive Officer of Finance and Administration.*

18. Authorization to Amend the Home Air Filtration Program Eligibility Criteria for James Cary Smith Community Grantee Partnerships

*The Board of Directors will consider authorizing an amendment and clarification to the criteria for the Home Air Filtration Program James Cary Smith (JCS) Community Grantee partnerships to include, in addition to AB 617 communities, any other community with an overall score of 70 to 100 in CalEnviroScreen 4.0, an environmental health screening tool that shows cumulative impacts in California communities by census tract. This is an action item and will be presented by Anna Lee, Community Engagement Manager.*

19. Authorization to Execute a Multi-Year Contract with BluePoint Inc. for Strategic Planning Services not to Exceed \$234,700

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a multi year contract with BluePoint Planning for the development of an agency-wide Strategic Plan in an amount not to exceed \$234,700. This is an action item and will be presented by Dr. Philip M. Fine, Executive Officer/APCO.*

## **INFORMATIONAL ITEM(S)**

20. Air Quality Summary and Trends: PM<sub>2.5</sub>

*The Board of Directors will receive and discuss a presentation that will include key takeaways from analyses of recent air monitoring data, including how air quality varies over time and by location and what we can learn about sources of pollution. This is an informational item that will be presented by Michael Flagg, Principal Air Quality Specialist in the Meteorology and Measurement Division.*

## **OTHER BUSINESS**

### 21. 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 will be given an opportunity to address the Board of Directors. Members of the public will have two minutes each to address the Board, unless a different time limit is established by the Chair. The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is per se disruptive to a meeting and will not be tolerated.*

### 22. 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)*

### 23. Report of the Executive Officer/APCO

### 24. Chairperson's Report

### 25. Time and Place of Next Meeting

*Wednesday, September 6, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.*

## **CLOSED SESSION**

26. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

*Conference with Labor Negotiators*

*Pursuant to Government Code Section 54957.6*

*Agency Designated Representatives:*

*Laura A. Izon, Atkinson, Andelson, Loya, Ruud & Romo*

*John Chiladakis, Acting Deputy Executive Officer of Finance and Administration*

*Employee organization: BAAQMD Employees' Association*

27. Conference with Legal Counsel re Existing Litigation (Government Code Section 54956.9(a))

*Pursuant to Government Code Section 54956.9(a), the Board will meet in closed session with legal counsel to discuss the following case:*

*Communities for a Better Environment v. Bay Area Air Quality Management District and McWane Inc., Alameda Superior Court Case No. 22CV020451.*

28. Conference with Legal Counsel re Anticipated Litigation (Government Code Sections 54956.9(a) and (d)(2))

*Significant exposure to litigation pursuant to Government Code section 54956.9(a) and (d)(2): Claim of Terri Levels (1 claim).*

## **OPEN SESSION**

29. 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](mailto:vjohnson@baaqmd.gov)

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

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

**Accessibility and Non-Discrimination Policy**

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

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

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

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

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

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

### MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

#### JULY 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Monday	19	9:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Equity, Health and Justice Committee - <b>Cancelled</b>	Wednesday	19	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Advisory Council	Thursday	20	6:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room

#### AUGUST 2023

**NO MEETINGS SCHEDULED**

#### SEPTEMBER 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	6	9:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Finance & Administration Committee	Wednesday	6	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Advisory Council Meeting	Monday	11	8:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee	Wednesday	13	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Mobile Source and Climate Impacts Committee	Wednesday	13	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Community Advisory Council Retreat (2-day event)	Thurs/Fri	14/15	11:00 a.m. / 8:00 a.m.	TBD
Board of Directors Meeting	Wednesday	20	9:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	20	1:00 p.m.	1 <sup>st</sup> Floor Board Room

MV 7/14/2023 – 9:50 a.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Approval of the Draft Minutes of the Board of Directors Regular Meeting of July 5,  
2023

RECOMMENDED ACTION

Approve the attached draft minutes of the Board of Directors meeting of July 5, 2023.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors meeting of July 5, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of July 5, 2023

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

Board of Directors Regular Meeting  
Wednesday, July 5, 2023

## **DRAFT MINUTES**

*This meeting was webcast, and a video recording is available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:07 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Ken Carlson, Noelia Corzo, Juan Gonzalez, Tyrone Jue, Sergio Lopez, Myrna Melgar, Katie Rice, and Shamann Walton.

Present, In-Person Satellite Location: (Office of Contra Costa County Supervisor John Gioia, Conference Room, 11780 San Pablo Avenue, Suite D, El Cerrito, California, 94530): Directors Joelle Gallagher, John Gioia, Nate Miley, and Steve Young.

Present, In-Person Satellite Location: (Office of Alameda County Supervisor David Haubert, 4501 Pleasanton Avenue, Pleasanton, California, 94566): Directors David Haubert and David Hudson.

Present, In-Person Satellite Location: (City of Palo Alto City Hall, 250 Hamilton Avenue, 7<sup>th</sup> Floor, Palo Alto, California, 94301): Director Ray Mueller.

Present, In-Person Satellite Location: (Santa Rosa Junior College, Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, California, 95401): Secretary Lynda Hopkins; and Director Brian Barnacle.

Present, In-Person Satellite Location: (City of Bloomington City Hall, 401 N. Morton Street, Room 235, Bloomington, Indiana, 47404): Director Vicki Veenker.

Absent: Directors Margaret Abe-Koga, Erin Hannigan, Otto Lee, and Mark Ross.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters stated that Lisa Flores was promoted to Staff Specialist II in the Community Engagement Division.

**CONSENT CALENDAR** (Items 4 – 15)

4. Approval of the Draft Minutes of the Board of Directors Regular Meeting of June 21, 2023
5. Board Communications Received from June 21, 2023, through July 4, 2023
6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of May 2023
7. Authorization to Execute Purchases for Meteorology and Measurement Division Operations
8. Authorization to Amend Climate Tech Finance Program Consultant Contract
9. Authorization to Execute Contract with We The Creative to Provide Design and Development of the Air District’s 2023 Annual Report
10. Authorization to Amend Contract with Cylogy, Inc. to Create a Website Incident Response Notification System and Enhance the Spare the Air Website
11. Approval of Revised Salary Schedule for Fiscal Year Ending 2023 and Fiscal Year Ending 2024  
[\*\*Link to signed Board Resolution No. 2023–10 will be available here\*\*](#)
12. Amendment to the Air District's Record Retention Schedule Regarding Destruction of Confidential Personnel Records After They Are No Longer Needed  
[\*\*Link to signed Board Resolution No. 2023–11 will be available here\*\*](#)
13. Participation in Community Air Protection Program Implementation Funds Fiscal Year 2022-2023  
[\*\*Link to signed Board Resolution No. 2023–12 will be available here\*\*](#)
14. Report of the Stationary Source and Climate Impacts Committee Meeting of June 21, 2023
15. Report of the Community Equity, Health, and Justice Committee Meeting of June 21, 2023

Public Comments

Public comments were given by “Call-In-User\_1.”

Board Comments

None.

Board Action

Director Hudson made a motion, seconded by Director Carlson, to **approve** Consent Calendar Items 4 – 15, inclusive; and the motion **carried** by the following vote of the Board:

- |          |   |
|----------|---|
| AYES:    | Barnacle, Bauters, Carlson, Corzo, Gallagher, Gioia, Gonzalez, Haubert, Hopkins, Hudson, Hurt, Jue, Lopez, Mueller, Rice, Veenker, Walton, Young. |
| NOES:    | None.   |
| ABSTAIN: | None.   |
| ABSENT:  | Abe-Koga, Hannigan, Lee, Melgar, Miley, Ross.   |



**ACTION ITEMS**

**16. CONSIDER TAKING ‘SUPPORT’ POSITION ON THE FEDERAL “CLEANER AIR SPACES ACT OF 2023”**

Alan Abbs, Legislative Officer, gave the staff presentation *Consider Taking ‘Support’ Position on the Federal “Cleaner Air Spaces Act of 2023”*, including: outcome; outline; requested action; and Cleaner Air Spaces Act of 2023.

**Public Comments**

Public comments were given by “Call-In-User\_1.”

NOTED PRESENT: Director Melgar was noted at 9:20 a.m.; Director Miley was noted present at 9:30 a.m.

**Board Comments**

The Board and staff discussed ways in which the Cleaner Air Spaces Act of 2023 relates to Assembly Bill (AB) 836 (Wicks) - Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program; and the desire to see the Bay Area set a national example in the prevention and mitigation of air quality effects of wildfires.

**Board Action**

Vice Chair Hurt made a motion, seconded by Director Gonzales, to **adopt** a ‘support’ position on the "Cleaner Air Spaces Act of 2023" introduced by Representative Scott Peters (CA-50) and Senators Michael Bennet (D-CO) and Jeff Merkley (D-OR); and the motion **carried** by the following vote of the Board:

- AYES: Barnacle, Bauters, Carlson, Corzo, Gallagher, Gioia, Gonzalez, Haubert, Hopkins, Hudson, Hurt, Jue, Lopez, Melgar, Mueller, Rice, Veenker, Walton, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Abe-Koga, Hannigan, Lee, Miley, Ross.

**17. ADOPTION OF PROTOCOLS TO ENSURE CONTINUITY OF EXECUTIVE LEADERSHIP**

Sharon L. Landers, Interim Chief Operating Officer, gave the staff presentation *Adoption of Protocols to Ensure Continuity of Executive Leadership*, including: outcome; outline; need for continuity; policy protocols; and recommended action.

**Public Comments**

Public comments were given by “Call-In-User\_1.”

Board Comments

The Board and staff discussed whether 60 days is enough time to allow the for the Executive Officer/Air Pollution Control Officer’s (APCO) or District Counsel’s unanticipated absence, due to a medical emergency; which staff position would facilitate this process, if needed; and the request that the Executive Officer/APCO and District Counsel coordinate their anticipated absences during summer months appropriately.

Board Action

Director Gonzalez made a motion, seconded by Director Hudson, to adopt a resolution to provide for continuity in the Executive Officer/APCO and District Counsel positions in the event that these positions become vacant or the incumbent becomes unavailable or unable to continue executing their duties; the motion **carried** by the following vote of the Board:

- AYES: Barnacle, Bauters, Carlson, Corzo, Gallagher, Gioia, Gonzalez, Haubert, Hopkins, Hudson, Hurt, Jue, Lopez, Melgar, Miley, Mueller, Rice, Veenker, Walton, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Abe-Koga, Hannigan, Lee, Ross.

**[Link to signed Board Resolution No. 2023–13 will be available here](#)**

**18. ESTABLISHMENT OF A GOVERNANCE STRUCTURE FOR THE COMMUNITY ADVISORY COUNCIL (CAC) AND APPROVAL OF THE CAC CHARTER AND CAC COMPENSATION POLICY AND PROCEDURES**

Miriam Torres, Senior Advances Projects Advisor, gave the staff presentation *Consider Adoption of a Resolution Establishing a Governance Structure for the Community Advisory Council, the Community Advisory Council Charter and the Community Advisory Council Compensation Policy and Procedures*, including: outcome; outline; requested action; resolution; Resolution Establishing a Governance Structure for the CAC; background; CAC governing structure; CAC Charter; Governance Ad Hoc Committee; CAC Charter; meetings; CAC Compensation Policy and Procedures; overview; Compensation Policy; CAC meetings; Co-Chairs, Committee, and Other Required Meetings; other activities; and reimbursements.

Public Comments

Public comments were given by “Call-In-User\_1.”

Board Comments

The Board and staff discussed the way in which Board members may participate in the CAC member candidate selection process; the way in which the proposed \$75/per hour compensation rate for CAC non-general meetings was calculated, and at what point that hourly rate is to be capped; the maximum amount of financial compensation that a CAC member may receive annually; whether CAC members receive a Form 1099 each year from the Air District; the administrative oversight process of issuing

CAC member compensation; the governing structure that requires at least of 70% of CAC members to *live* in county they are representing, allowing six CAC members to work in the county they are representing, and whether these percentages are sufficient; whether the CAC general meetings allow remote participation or require all members to meet in person at one location; the number of CAC members representing each of the nine Bay Area counties; eligible activities that can be covered by the \$1,000 in funding that CAC members may apply for each year to cover their time spent on events, activities, or services related to the advancement of the Mission of the Air District and purpose of the CAC; the importance of compensating people for their time; whether this model will be made available to other governing bodies within regional agencies; and appreciation for raising up community voices and lived experiences.

### Board Action

Vice Chair Hurt made a motion, seconded by Chair Bauters, to adopt a resolution establishing a governance structure for the Community Advisory Council, which includes the Community Advisory Council Charter and the Community Advisory Council Compensation Policy and Procedures; the motion **carried** by the following vote of the Board:

AYES: Barnacle, Bauters, Carlson, Corzo, Gallagher, Gioia, Gonzalez, Haubert, Hopkins, Hudson, Hurt, Jue, Lopez, Melgar, Miley, Mueller, Rice, Veenker, Walton, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hannigan, Lee, Ross.

[Link to signed Board Resolution No. 2023–14 will be available here](#)

### INFORMATIONAL ITEM

#### 19. **WILDFIRE SEASON PREVIEW**

*Dr. Ranyee Chiang, Director of the Meteorology and Measurement Division*, gave the staff presentation *Wildfire Season Preview*, including: outcome; outline; presentation for information only; wildfire impacts on air quality; 2023 fire season outlook; outline; air monitoring; air quality data sites; air quality forecasting; communications; wildfire preparedness tips; mask messaging; outline; reducing wildfire risk, Clean Air Centers; and air filtration initiatives.

#### Public Comments

Public comments were given by Trinity Vang, Brightline Defense; Carolina Correa, Brightline Defense; and “Call-In-User\_1.”

#### Board Comments

The Board and staff discussed the request for Air District staff to agendize concerns raised by Brightline Defense regarding climate change impacts upon Single Room Occupancy tenants; and the request for the Air District staff to work with fire authorities have concerns about the Air District’s prescribed burning requirements.

Board Action

None; receive and file.

**OTHER BUSINESS**

**20. PUBLIC COMMENT ON NON-AGENDA MATTERS**

Public comments were given by “Call-In-User\_1.”

**21. BOARD MEMBER COMMENTS**

Chair Bauters responded to comments made by “Call-In-User\_1.”

Director Hudson said that personal attacks on Board members and Air District staff members, via public comments, must stop.

**22. REPORT OF THE EXECUTIVE OFFICER/APCO**

Dr. Philip M. Fine, Executive Officer/APCO, waived his report.

**23. CHAIRPERSON’S REPORT**

Chair Bauters announced the following:

- The Finance and Administration Committee will meet on July 5, 2023, following the Board meeting, at 375 Beale Street, San Francisco, California, 94105.
- The Air District’s “Headquarters East” office is now open to Board members, staff, and the public, as a satellite office for Board and committee meetings. The address is 4114 Lakeside Drive, Granada Conference Room, Richmond, California, 94806.
- The Mobile Source and Climate Impacts Committee meeting that was scheduled for July 12, and Community Equity, Health, and Justice Committee meeting that was scheduled for July 19, have both been cancelled.
- No Board or committee meetings will be held during the month of August.

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

Wednesday, July 19, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the board members and members of the public will be able to either join in-person or via webcast.

**CLOSED SESSION** (11:15 a.m.)

**25. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**

*Conference with Labor Negotiators  
Pursuant to Government Code Section 54957.6  
Agency Designated Representatives:  
Laura A. Izon , Atkinson, Andelson, Loya, Ruud & Romo  
John Chiladakis, Acting Chief Administrative Officer  
Employee organization: BAAQMD Employees' Association*

**REPORTABLE ACTION:** Alexander Crockett, District Counsel, had nothing to report.

**26. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION (GOVERNMENT CODE SECTION 54956.9(a))**

*Pursuant to Government Code Section 54956.9(a), the Board met in closed session with legal counsel to discuss the following case:*

*Communities for a Better Environment v. Bay Area Air Quality Management District and McWane Inc., Alameda Superior Court Case No. 22CV020451.*

**REPORTABLE ACTION:** Mr. Crockett had nothing to report.

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

*Significant exposure to litigation pursuant to Government Code sections 54956.9(a) and (d)(2):  
Claim of Stephen Sanders (1 claim)*

**REPORTABLE ACTION:** Mr. Crockett had nothing to report.

**OPEN SESSION** (12:40 p.m.)

**28. ADJOURNMENT**

The meeting was adjourned at 12:40 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Board Communications Received from July 5, 2023 through July 18, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from July 5, 2023, through July 18, 2023, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Justine Buenaflor  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Personnel Out-of-State Business Travel Report for June 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Division III, Section 5.4(b) of the District's Administrative Code, the Board is hereby notified of District personnel who have traveled on out-of-state business. The report covers out-of-state business travel for the month of June 2023. The monthly out-of-state business travel report is presented in the month following travel completion.

DISCUSSION

The following out-of-state business travel activities occurred in the month of June 2023:

- Philip M. Fine, Ph.D., Executive Officer/APCO, attended EPA congressional meetings in Washington, DC, June 25-28, 2023

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Michelle Hutson  
Reviewed by: Stephanie Osaze

ATTACHMENTS:

None



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Quarterly Report of the Executive Office and Division Activities for the Months of  
January 2023 - March 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Report of the Executive Office and Division activities for the months of January 2023 - March 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. First Quarter Report for the Months of January 2023 - March 2023

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

**Fleet**

This quarter, Fleet Services disposed of one (1) vehicle, acquired zero (0) vehicles, and processed four (4) vehicles for body shop repairs and sent fifty-three (53) vehicles for maintenance.

There were 14 vehicle requests, of which three (3) vehicles were pool vehicles and eleven (11) were Enterprise car rentals, and zero (0) cancellations.

There are currently 118 fleet vehicles comprised of: one (1) diesel; four (4) electric; 22 gas; nine (9) hybrids; one (1) hydrogen fuel cell, and 81 plug-in hybrids.

In addition to providing support services to front line District teams and programs by managing their automotive and transportation needs, Fleet responds to emergency calls and requests for staff vehicle support; processes insurance claims for all motor vehicle incidents and accidents involving all Air District vehicles; and provides training and ongoing education of drivers relative to vehicle use, maintenance, and repairs.

**Facilities**

Facilities received 50 Angus requests and completed 85 ad-hoc projects/tasks.

Facilities also perform daily maintenance of the coffee machines, replenish coffee and tea supplies in the Air District coffee bars and pantries, and replenish office supplies in the copy/supply rooms.

Furthermore, the team manages the administrative needs of Headquarters East, all field sites as well as Beale Street's collaborative functions between the Air District, Metropolitan Transportation Commission (MTC), and the Association of Bay Area Governments (ABAG) overseeing general contractors, and electricians, plumbers, and similar trades in their absence.

**Business Office**

The Business Office issued 583 purchase orders and executed 91 contracts. There were thirteen Requests for Proposals/Qualifications issued during this period.

**HUMAN RESOURCES OFFICE  
J. CHILADAKIS, ACTING CAO**

The Human Resources (HR) Office conducted 17 recruitments including exams for: Advisory Council Member, Air Quality Engineer I/II (2), Air Quality Specialist I/II, Assistant Counsel I/II, College Intern, Director of Planning and Climate Protection, Finance Manager, Fiscal Services Supervisor, Manager, Radio/Telephone Operator, Senior Assistant Counsel, Senior Air Quality Specialist, Staff Specialist I/II (2), Supervising Air Quality Specialist, and Systems Analyst. The HR Office offered 33 wellness/fitness classes and five (5) group training sessions with 35 attendees, including: Coaching for Mentors, Resiliency and Grit for Changing Times, Mentee Training (Building Trust), Mentee Training (Values), and Managing the Marginal Employee. In addition, 12 employees utilized individual training courses and educational reimbursements.

The HR Office continues to administer payroll, benefits, safety/worker's compensation, and labor/employee relations. There were 11 new employees, 13 promotions, and seven (7) separations from January 2023 to March 2023. There are currently 397 regular employees, five (5) temporary employees, and 68 budgeted vacant positions.

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

**Enforcement Program**

Air District Staff documented 235 air pollution violations that resulted in Notice of Violations (NOV) and responded to 847 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

On January 19, 2023, staff participated in the quarterly South Bay Odor Stakeholders Group meeting. Staff presented an update on the odor complaints in the Milpitas area received by the Air District and answered some questions and comments related to the Odor Study conducted by Air District's consultants. The next meeting is scheduled for April 20, 2023.

During the first quarter of 2023, staff continued to investigate smoke/odor/fire out complaints alleged against homeless encampments along the Coyote Creek watershed, San Jose (9 total since November 2022). For safety reasons, staff do not enter encampment areas but per an agreement with the City of San Jose, share the complaint information with the City, which uses the information to help prioritize encampment response/clean-up/abatement efforts.

On February 27, 2023, staff issued Notices of Violation to the Civic Center Temporary Housing Facility, San Jose. The facility consisted of 25 tiny homes for unhoused people, specifically with children, and was operated by the non-profit group Amigos de Guadalupe and funded primarily by the County of Santa Clara. The facility was cited for not having permits for two recently installed (prime) diesel powered generators and failed source tests on the original LPG powered units that needed replacement. The facility was dependent on power from Boxpower who had designed a micro grid powered by two solar arrays and two supplemental generators. Due to the solar ray placement, low sun angle and cloudy winter skies, the generators have been in heavy use. The Air District has received permit applications for the newly installed generators, and they will undergo an evaluation.

On February 28, 2023, staff participated in individual interviews conducted in person by US EPA staff to provide information on the Air District compliance and enforcement related to its Title V permitting program. This was part of the US EPA Region 9's evaluation of the Bay Area Air Quality Management District's Clean Air Act Title V permitting program.

On March 28, 2023, staff attended a meeting with Tesla representatives, including the company's inside and outside counsels and staff from the Air District's Engineering and Legal Divisions to discuss ongoing violations at Tesla's North and South Paint Shops, the status of Air District requests for information from Tesla and permitting issues regarding operations and abatement equipment at the North and South Paint Shops. Air District Staff made it clear to the Tesla representatives that continued events where unabated emissions during non-emergency events would result in the issuance of notices of violation from the Air District. Tesla representatives and Air District staff will continue to work on resolving the issues regarding the operation and compliance of the North and South Paint Shops. Staff briefed Dr. Fine regarding the issues on March 13, 2023.

## **Compliance Assurance**

Air District Staff conducted over 1,571 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition, and renovation jobs, naturally occurring asbestos (NOA) projects, open burning, portable equipment, backup generator engines (BUG) and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

On January 4, 2023, staff provided a ride-along to a resident physician from the UCSF Occupational and Environmental Medicine Residency Program. The ride-along included a discussion of the Air District's Asbestos regulation and site visits to three notified asbestos removal sites to get a firsthand demonstrations of asbestos compliance inspections.

Likewise, on March 22, 2023, staff provided a ride-along to another resident of the UCSF program to observe inspection staff in action in the Bayview Hunters Point area of San Francisco and the Hunters Point Naval Shipyard. These field trips provide medical residents with an opportunity to obtain transferable skills with other agencies to broaden their breadth and knowledge of specific environmental programs.

On January 30, 2023, staff submitted the fourth Quarter 2022 Prescribed Burn Report to the California Air Pollution Control Officers Association (CAPCOA) per the requirements of the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. For the period of October 1, 2023, to December 31, 2022, there was a total of 767.9 acres burned over 66 prescribed fires conducted.

On February 2, 2023, staff participated in a monthly conference call with CAPCOA Prescribed Burn Workgroup comprised of representatives from the California Air Resources Board (CARB), CAPCOA and other Air Districts. The group discussed the prescribed fire training scheduled for March 1, 2023, and March 2, 2023, in Redding and the March 15, 2023 and March 16, 2023 in Riverside, the new CALFIRE online permitting platform, and cultural burning on native lands.

On February 9, 2023, staff met with representatives from CARB to discuss the activities of the Air District as it related to the unpermitted cement and aggregate facilities in Bay View Hunters Point along Amador Street, San Francisco. Staff provided updates on Cemex Construction Materials Pacific, Central Concrete Supply Co., and Hanson's Aggregates Mid-Pacific facilities at Piers 92 and 94 (now owned by Martin Marietta). CARB's interest stemmed from community concerns relayed to them during a community led Toxic Tour on February 2, 2023, and a 2017 report from the Golden Gate University Environmental Law and Justice Clinic about Concrete Manufacturers and the Regulatory Role of the Air District.

On February 16, 2023, staff were interviewed by the Marin IJ Newspaper about prescribed burning. The article published on February 19, 2023 can be found at: <https://www.marinij.com/2023/02/19/mount-tamalpais-prescribed-fires-elusive-amid-tricky-factors/>

On February 28, 2023, staff participated in a conference call with representatives from CARB regarding the statewide Prescribed Fire Information Reporting System (PFIRS) to relay issues to CARB related to the PFIRS querying tool, which was providing inaccurate information. A short-term fix was provided to staff with a promise of a long-term solution.

On March 1, 2023 and March 2, 2023, staff attended the 2023 Prescribed Fire Training (Redding, CA) sponsored by CAPCOA and CARB. Staff received training updates from the California Department of Forestry and Fire Protection (CALFIRE), the United States Environmental Protection Agency (US EPA), California State Parks, and CARB; training on fire and smoke maps, the smoke spotted app, smoke monitoring equipment, and latest forest management efforts on prescribed burning. The training's fundamental premise was the critical need for and importance of prescribed fire.

On March 2, 2023, staff submitted the Air District's Annual Burn Report to CARB. The report provided key information regarding the agricultural, marsh, and prescribed burning conducted in the Air District during calendar year 2022. In 2022, there was a 72.6% increase in prescribed burning as compared to 2021.

On March 15, 2023, staff attended the Wildland Fire Research to Protect Health and the Environment Webinar hosted by the United States Environmental Protection Agency (US EPA). The online seminar focused on topics related to on-going research on and studies of the following: instruments to measure wildfire emissions, the characteristics of emissions from wildfire smoke at the wildland-urban interface, impacts on communities and front-line workers from various fire types, communications during wildfires, assessing impacts of prescribed fires versus wildfires on ecosystems, and more. The online seminar was thought provoking and instructive.

Staff participated in monthly conference calls with Lehigh Southwest Cement representatives to discuss ongoing compliance and permitting issues at this Portland Cement manufacturing facility and quarry. Lehigh has permanently shut down its cement kiln, which has not operated since April 2020.

Staff approved one Asbestos Dust Mitigation Plan (ADMP), RIN 0255 Novelle, and five ADMP amendment requests, RIN 0186 Oyster Point, RIN 0190 Glen Loma, RIN 0232 PG&E, RIN 0253 550 Piercy Road, and RIN 0234 GOP-5. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

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

Air District Staff received and evaluated over 2,352 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank, and flare regulations. Staff received and responded to over four (4) compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

On February 16, 2023, staff provided compliance assistance to the City of Santa Rosa Building and Code Enforcement Division, City of Santa Rosa. Staff gave a presentation and answered questions on topics such as the Air District’s Asbestos and Demolition Regulation, Wood Smoke, Open Burning, Gasoline Dispensing Facilities (GDF), and Air Quality Complaint Programs. The topics generated much discussion and those in attendance were appreciative of the Air District’s outreach effort.

On March 30, 2023, staff hosted a virtual meeting for the Bayview Hunters Point Community and provided attendees with an overview of the Air District’s Compliance & Enforcement Division, a meet and greet with their local Air District enforcement staff, updates on the permitting of key facilities, a question-and-answer session, and the opportunity to share their ideas on what community engaged enforcement looks like to them. The meeting generated much discussion and thoughtful discourse and provided staff with numerous ideas to explore and suggestions for improvement. This meeting was the first in what is expected to be additional meetings in other communities to explore and develop ideas for community engaged enforcement.

Air District staff approved 11 prescribed burn smoke management plans in Alameda, Contra Costa, Napa, San Mateo, Santa Clara, and Sonoma County. Staff also approved seven (7) marsh management smoke management plans in Solano County.

Staff mailed out 180 informational packets to residents that received complaints regarding wood burning. During the first quarter of 2023, the Air District received 346 complaints regarding wood burning.

Air District staff completed the data verification and posting of refinery flare monitoring data through December 2022.

Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 37 engines.

<b>TECHNOLOGY IMPLEMENTATION OFFICE</b> <b>A. FOURNIER, OFFICER</b>
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The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed the development and deployment of climate technologies in the Bay Area and beyond.

**Climate Tech Finance**

Climate Tech Finance increases access to capital for entrepreneurs, small businesses, and local governments to reduce greenhouse gas emissions. The program uses innovative financial instruments to encourage commercialization and adoption of low-carbon technologies. Our products are offered through a unique partnership between the Air District and the California Infrastructure and Economic Development Bank (IBank). ([www.ctf.baaqmd.gov](http://www.ctf.baaqmd.gov))

To support climate technology development, the Climate Tech Finance program offers a first-of-its-kind loan guarantee. This de-risking insurance will pay a commercial lender up to 80% of a loan value, to a maximum of \$5 million, in case of a default on a loan made to a technology venture bringing new climate tech to market. This loan guarantee enhances the credit of technology startups and increases their access to working capital that can fuel their growth. The Air District markets and develops these loan guarantees in close cooperation with NorCal Financial Development Corporation (NorCal FDC), an Oakland-based affiliate of IBank.

Companies approved for Climate Tech Finance loan guarantees who completed the Air District's Impact Evaluations:

- [BoxPower](#), a microgrid provider.
- [South 8 Technology](#), liquefied gas electrolyte manufacturer.
- [Capture 6](#), large-scale permanent carbon removal company.
- [Charge Collective](#), an EV mobility hub developer.

To date, nine companies have received \$20.4M in banks' loans with the support of Climate Tech Finance loan guarantees. These companies specialize in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

Staff and NorCal FDC continue to support the advancement of loan applications of qualified projects and to identify other prospects across industrial sectors. This includes prospective borrowers developing solutions in circular economy, energy storage, zero-emission infrastructure, mobility, construction, data center spaces, and advanced energy efficiency.

Since the beginning of the year, staff conducted 28 intake calls, where 40% of these companies are interested in the program and are now in various stages of approval. To increase the inbound marketing and uncertainty in the lending markets, an informational webinar was held on March 9, 2023, to learn firsthand from Climate Tech financial experts on how best to prepare the business loan application to maximize the chances of success.

### **Clean Air Centers**

Clean Air Centers is part of a statewide initiative under Assembly Bill 836: Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations (Wicks, Chapter 393, Statutes of 2019) to establish a network of publicly accessible facilities with high-efficiency air filtration systems for people who may not otherwise have access to clean air during wildfire events. The grant program will allow counties to apply directly for facility ventilation upgrades and for purchasing portable air cleaners and air filter replacements.

The Air District received \$3M in program and administrative resources to implement Clean Air Centers, CARB is administering the program. The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

The Air District conducted two solicitations that resulted in applications for 1,204 portable air cleaners and two (2) HVAC upgrades, totaling \$3.3M in funding, greater than the \$3M grant award. The Air District will be unable to fund 1 HVAC upgraded budgeted at \$690K and will use funds towards the purchase of more portable air cleaners. CARB has reviewed and approved the applications. The Air District began contracting with applicants in September 2022 and have begun implementation for Grantees with finalized contracts.

As of March 2023, the program has delivered 954 portable air cleaners with filter replacements throughout the counties of Alameda, Contra Costa, Napa, San Mateo, Solano, Sonoma, and City of Benicia.

**Clean Cars for All**

Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with a newer, cleaner vehicle or mobility options (e.g. public transit passes). ([www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall)). To date the Air District has received \$45M in program and administrative resources to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and CARB funds, which include funding from California Climate Investments (CCI), Volkswagen Settlement (VW), and Air Quality Improvement Program (AQIP).

The Air District executed an amendment with CARB to increase CCFA funding by \$3M, bringing the contracted funding amount to \$45M. CARB’s funding plan allocates \$28M next fiscal year for CCFA, which was approved at CARB’s board meeting on November 17, 2022, and at the Air District’s board meeting on December 21, 2022. Once contracted, this will increase the total CCFA budget to \$73M. Staff are monitoring other proposed changes in the funding plan, such as increased incentive amounts and expansion to all Bay Area zip codes. Key program highlights include:

- 5,581 applications have been submitted since the program opened in March 2019, and 3,896 awards have been made (totaling over \$32.34 million). 3,167 grantees purchased new vehicles, 81 grantees selected PEX cards for public transit and other mobility options, 348 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 30% were battery electric vehicles (BEV), 42% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell vehicles (FCEV), and 2% were mobility option.

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

<b>Clean Cars for All Program KPI Totals to Date (2019-2023)</b>	
Total budget	\$45M
Total available	\$4.82M (i.e. not awarded)
Applications received	5,581
Funds awarded	\$32.34M / 3,896 grantees
Funds paid	\$26.85M / 3,422 payments
<b>Clean Cars for All Program KPI Totals During Q1 of 2023</b>	
Applications received	244
Funds awarded	\$1.39M / 186 grants
Funds paid	\$2.82M / 292 payments



### **Charge! Program for Electric Vehicle (EV) Infrastructure**

The Charge! Program provides grants to install light-duty electric vehicle charging infrastructure and is focused on expanding the coverage of charging stations, particularly at multi-family housing and in Priority Population Areas as defined by CARB. ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge))

- The 2023 Charge! Program opened on November 15, 2022. A draft version of the Charge! Program Guidance was released on September 16, 2022, and public comments were accepted until October 9, 2022. An informational webinar was held on November 29, 2022, to provide an overview of the program and information about how to submit an application. Applications were accepted until March 3, 2023. Program staff are currently evaluating 2023 Charge! Program applications and plan to bring recommendations to the Board for approval in late spring.
- Staff continue to administer and monitor current Charge! Program projects for compliance.

### **Outreach and Partnerships**

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. The Air District has selected Acterra as the new EV Council Facilitator. The first meeting is anticipated to take place this summer.

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

TIO was awarded \$2,994,574 from the California Energy Commission for a project to increase access to electric vehicle chargers for multi-family housing residents. TIO has partnered with GRID Alternatives Bay Area and Marin Clean Energy on a proposed project that seeks to work with community groups to identify multi-family housing sites to install 148 chargers (6 DC Fast, 62 dual-port Level 2, and 80 single-port Level 1) at 12 sites in Oakland, Richmond/San Pablo, and Vallejo. The goal is to identify sites located solely in disadvantaged communities (or low-income areas) while prioritizing affordable housing facilities. TIO staff are currently working with the CEC to finalize deliverables and expect to contract with the CEC in May 2023.

### **Sponsorship and Conferences**

TIO staff participated in the Contra Costa County Transportation Electrification Coordination Workshop on January 24, 2023, in Martinez.

**ENGINEERING DIVISION  
P. LEONG, DIRECTOR**

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

**Schnitzer Steel (Oakland)**

Schnitzer Steel has requested to increase the number of ships receiving product from their Oakland facility from 26 to 32 ship calls per year. This project requires environmental review pursuant to the California Environmental Quality Act (CEQA). Staff met with CEQA consultant, Environmental Audit, on January 12, 2023, and discussed the approach for evaluating this project, the baseline, and data needs for the cumulative impacts analysis.

On February 9, 2023, staff submitted meeting notes to CEQA consultant, Environmental Audit, which contain key instructions for the Ship Call Increase Project regarding project scenario, baseline conditions, project assessment, cumulative assessment, and assignments.

**Bay View Hunters Point (BVHP) Facilities (San Francisco)**

Martin Marietta and CEMEX have submitted permit applications for sand and aggregate handling operations located at Piers 92 and 94 in San Francisco. These projects require additional environmental review.

Martin Marietta: On January 9, 2023, staff from Engineering and Legal met with CEQA consultant, PlaceWorks, for a kickoff meeting regarding the CEQA review of the Martin Marietta projects. PlaceWorks provided a draft project description for the CEQA analysis on January 24, 2023. Staff reviewed the draft and provided comments to PlaceWorks. On February 15, 2023, staff issued a data needs memo to Martin Marietta for information needed to conduct a cumulative impacts analysis for CEQA. A response to a data request was received on March 16, 2023, and will be used to prepare a cumulative impacts analysis for CEQA.

CEMEX: Staff gathered data needed for the CEQA review of CEMEX and reviewed a response to a data needs request from CEMEX that was received on January 27, 2023. On March 9, 2023, staff met with CEMEX to provide clarity on a second data request. Staff extended the due date to receive a response from CEMEX to March 17, 2023. On March 22, 2023, staff met with the CEQA consultant to begin setup of the modeling work for the cumulative impact analysis for CEMEX.

**Permits and Projects**

**Tesla (Fremont):**

Tesla applied to install two (2) battery module and packing lines to support battery module manufacturing at the Fremont facility. Authorities to Construct and a certificate of exemption were issued on January 20, 2023, and January 24, 2023, for the two projects.

On March 28, 2023, staff met with environmental, technical, and legal representatives from Tesla along with personnel from the Compliance and Enforcement Division and Legal Division to discuss on-going compliance and permitting issues at the facility.

### **Phillips 66 Company – San Francisco Refinery (Rodeo)**

Alternative Fuels: Phillips 66 Company (Phillips 66) applied for Authorities to Construct/Permits to Operate/Certificates of Exemption for 120 sources as part of Phillips 66's proposed Rodeo Renewed Project (a renewable fuels project). The proposed project will convert the existing Rodeo Refinery from its current production of fossil fuels to the production of renewable fuels. A 30-day public comment period ended on December 15, 2022. Staff received twelve written comments and three voicemail comments. Prior to making the final determination, staff considered all comments, responded to all commenters, and posted the responses online. The Certificates of Exemption and Authorities to Construct were issued on January 20, 2023. The Notice of Determination and *CEQA Findings, Supporting Facts, and Statement of Overriding Considerations for Phillips 66 Rodeo Renewed Project* were filed with the Contra Costa County Clerk.

Steam Power Plant: In December 2011, Phillips 66 applied for a Change of Permit Conditions for three combustion turbines and three duct burners. The facility proposed to combust more refinery fuel gas in lieu of purchased natural gas, which would not involve any physical changes but would have increased sulfur dioxide (SO<sub>2</sub>) emissions and required an increase in SO<sub>2</sub> hourly emission limits, which are federal Best Available Control Technology limits. After an extensive review (which included consultations with EPA), staff determined that the request, if approved, would have been deemed a modification and would become subject to New Source Performance Standards Subpart KKKK (Standards of Performance for Stationary Combustion Turbines) and the proposed SO<sub>2</sub> emission limits would not have met Subpart KKKK standards. The facility did not agree and requested a Subpart KKKK applicability determination by the EPA. After several years, an applicability decision has yet to be made.

Therefore, this request for a Change of Conditions could not be granted and would have been denied. Although the facility disagreed with the determination that their request constituted a modification subject to Subpart KKKK, they have requested to withdraw this application. Per the applicant's request, this permit application has now been withdrawn and canceled. A letter of cancelation was issued on March 14.

### **Tesoro Refining & Marketing Company LLC, Martinez Refinery (Martinez)**

Fluid Catalytic Cracking Unit (FCCU): Tesoro Refining & Marketing Company LLC, an indirect, wholly owned subsidiary of Marathon Petroleum Corporation (Marathon) applied for an Authority to Construct and/or Permit to Operate a Fluid Catalytic Cracking Unit (FCCU) Selective Catalytic Reduction (SCR) Unit to achieve compliance with an existing 2016 Consent Decree FCCU NO<sub>x</sub> limit. The Air District issued an Authority to Construct on July 14, 2020. Due to a rapid and significant decline in demand for transportation fuels following the onset of the COVID-19 pandemic, Marathon idled the Martinez refinery in April 2020. In August 2020, Marathon announced its intent to convert the Martinez refinery to renewable fuels production. The proposed changes were never implemented and the FCCU has been permanently shut down; therefore, Marathon no longer needs the Authority to Construct and/or Permit to Operate. The Authority to Construct expired on July 13, 2022, and the Air District issued an Expired Authority to Construct letter on January 17, 2023.

Propane Tanks: Marathon applied for Certificates of Exemption for two renewable propane tanks, S-646 and S-647. Regulation 2-1-123.3.1 exempts tanks from permitting if they are used exclusively for the storage of liquefied gases. The Certificates of Exemption were issued and a Notice of Exemption for CEQA was filed with Contra Costa County on February 16, 2023.

Slop Oil: Marathon applied to install necessary piping to process recovered (“slop”) oil sequentially, rather than in individual operation. This change in operation will require all slop oil processing to first occur in fixed roof tanks (equipped with vapor recovery) prior to storing material in floating roof tanks. This will ensure all slop oil vapors will be captured and recovered, minimizing emissions to the atmosphere. The permit was issued and the Notice of Exemption for CEQA was filed on February 27, 2023.

#### **Chevron Richmond Refinery (Richmond)**

Chevron Richmond Refinery applied to renew their Authority to Construct to modify the Taylor Catalytic Cracking (TKC) unit S-4253 TKC/FCC Feed Hydrotreater. The proposed modifications were evaluated under the Chevron Modernization Application 12842. Once constructed and operated, the project will increase S-4253 processing capacity from 65,000 barrels per day to 96,000 barrels per day. The increase allows the upstream sources to have similar capacities as the downstream sources, which already have permitted limits. Therefore, no net increases in throughput or emissions are expected beyond the permitted levels at the refinery. In addition, no increases in emissions are expected at this source due solely to the increase in throughput. The Authority to Construct may be renewed due to demonstration of substantial use per Regulation 2-1-407.3. The renewal of the Authority to Construct was issued and a Notice of Exemption for CEQA was filed with Contra Costa County on February 17, 2023.

#### **Chemtrade West US LLC (Richmond)**

Chemtrade West US LLC (Chemtrade) supplies sulfuric acid to the petroleum refineries and is considered a support facility. Chemtrade proposed to alter abatement device A-2 Mist Eliminator at the S-1 Sulfuric Acid Plant. Alterations involve replacing the top half of the A-2 mist eliminator (half of the shell, tubes, tube sheet, and filter elements). With the exception of the shell material which will not impact air emissions, all components will be replaced with identical components. A-2 was originally installed in 1981 and captures droplets of sulfuric acid in the acid laden gas stream that is routed to the S-1 system abatement converter and absorber tower before exiting out the stack. To ensure that there will be no increase in production or increase in air pollutants, the Air District will impose daily and annual emission limits and source test requirements. An Authority to Construct was issued and a Notice of Exemption was filed with Contra Costa County on January 13, 2023.

#### **TransMontaigne (Richmond):**

TransMontaigne Operating Company LP applied for an Authority to Construct under Application 31668 to alter Source S-29 (Tank #5319 Internal Floating Roof). TransMontaigne Operating Company LP proposes to replace the existing internal floating roof at S-29 to a new cable-suspended internal floating roof. S-29 is currently permitted to store multiple organic liquids, including gasoline. There will be no changes to the type or increases in the volume of the product. The internal floating roof will be equipped with a mechanical shoe primary seal and a rim-mounted secondary seal. The Authority to Construct was issued on January 30 and the Notice of Exemption for CEQA was filed with Contra Costa County on February 22, 2023.

### **Burlingame Landfill**

At the request of CalRecycle and the San Mateo Local Enforcement Agency (LEA), staff attended a January 19, 2023, interagency meeting to discuss post closure land use plans and impacts to the gas collection system at the site. Other closed landfill concerns in the county were discussed and staff connected the LEA to Compliance & Enforcement for further investigations.

### **Newby Island Landfill (Milpitas)**

On January 20, 2023, staff issued a Permit to Operate to an existing Portable Power Screen, S-155, being used in the composting operation at the facility. A Notice of Exemption was filed for this permit action.

### **Turk Island Landfill (Union City)**

This project includes excavation and transfer of waste from Parcel C, located adjacent to the Turk Island Landfill, onto the closed Turk Island Landfill, capping of the transferred waste, and backfill of excavated Parcel C. Excavation and transfer of waste has been completed but capping of the transferred waste and backfill of Parcel C has been delayed due to availability of ‘clean’ soil and weather conditions. Staff are working with Legal on an extension of deadlines within an enforcement agreement due to these delays and have provided input into legal discussions concerning reasonable available control technology standards for the landfill gas flare replacement.

### **South Bay Odor Stakeholders Group (SBOSG):**

Staff attended the quarterly meeting of the SBOSG on January 19, 2023, with staff from Compliance & Enforcement, Meteorology & Measurement. The main topic was the status of the District’s South Bay Odor Attribution Study (SBOAS). The Air District plans to respond to comments from SBOSG and finalize the SBOAS in mid-February. The group questioned the next steps after the report was finalized. The Deputy Air Pollution Control Officer indicated that the Air District will consider how the facilities can incorporate the study results to better control their processes/odors, how to enhance our enforcement process in the nearer term and rulemaking in the longer term. Newby asked if the Air District will sit down to discuss site improvements with each plant. It was agreed that would be a positive next step and the Air District would be determining the point person for District actions.

### **2023 Annual Federal Offset Equivalence Demonstration Report**

On February 27, 2023, staff posted on the Air District’s website the 2023 annual federal offset equivalence demonstration report required by Regulation 2-2-412. This report covers calendar year 2022 and demonstrates the Air District emissions offset program is at least equivalent to federal offset requirements for Major New Source Review projects for the following non-attainment pollutants: precursor organic compounds (POC), oxides of nitrogen (NOx), and PM<sub>2.5</sub>. On February 28, 2023, a copy of the report was transmitted to EPA and CARB.

### **Title V Program Evaluation**

On February 27, 2023, March 1, 2023, and March 2, 2023, EPA Region 9 visited the Air District headquarters and conducted a program evaluation of the Air District Title V permitting program. The evaluation included a review of the requested Title V and Synthetic Minor permit documents and interviews with 24 Engineering Division staff. A draft report is expected in early summer of 2023. The purpose of the program evaluation is to improve state and local Title V permit programs and help expedite permit issuance. This is the second program evaluation that EPA has conducted of the Air District.

## **Title V – Federal Operating Permits Program**

Air Products and Chemicals, Inc. – Renewal of the Major Facility Review Permit was issued on March 9, 2023.

### **Production System**

In March, new functionality to permit solvent cleaning operations was deployed. During the reporting period, 237 active facilities were cutover from the legacy system to the Production System. The facility types include, but were not limited to, auto body shops, emergency engines, other combustion devices, soil remediation, solvent cleaning. In addition, 1,999 non-active facility records were transferred.

### **New Engineer Training**

The Engineering Division welcomed four (4) new engineers. Staff from all sections of the Engineering Division, as well as staff from other Divisions, provided training to the new engineers March 13, 2023, through March 24, 2023.

### **National Association of Clean Air Agencies (NACAA)**

On January 5, 2023, staff participated in a meeting of NACAA’s Minor New Source Review Permitting Workgroup, which is a subcommittee of NACAA’s Permitting and New Source Review Committee. Twenty-three state and local air quality agencies are represented in this workgroup. This workgroup will engage with the EPA in a series of virtual meetings to provide input as EPA works to develop a rulemaking on minor New Source Review permitting. At this meeting, public notice and comment requirements were discussed for the different types of permits. On January 11, 2023, and March 8, 2023, staff participated in meetings of the NACAA Permitting New Source Review Committee. At the January meeting, John Mooney of EPA Region 5 presented and discussed EPA’s Principles for Addressing Environmental Justice in Air Permitting, which was released on December 22, 2022. The principles provide an interim operating framework for identifying, analyzing, and addressing environmental justice concerns in the context of federal air permitting. At the March meeting, members discussed local and regional thoughts on permitting the United States Department of Agriculture’s proposed portable animal incinerators for swine virus control. The EPA also discussed possible training on Title V permit fees.

### **California Air Pollution Control Officers Association (CAPCOA) Engineering Managers and Toxics & Risk Managers Committee (TARMAC)**

On January 30, 2023, and January 31, 2023, staff attended a meeting of the Engineering Managers and TARMAC Committee. At the meeting CARB and the EPA provided regulatory and program updates, air districts discussed AB 617 implementation updates, new Best Available Control Technology determinations and unique permitting activities.

### **Rule Development and Implementation**

#### **Regulation 11, Rule 18 – Reduction of Risk from Air Toxic Emissions at Existing Facilities**

Regulation 11, Rule 18, or Rule 11-18 requires that facilities reduce health risks if facility health risks exceed a risk action level (RAL). A site wide HRA is necessary to determine the facility health risks due to routine and predictable toxic emissions from stationary sources at the facility.

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

**Status as of March 31, 2023 for the Phase I facilities**

<b>HRA Review Stage</b>	<b>Number of Facilities</b>
Validating Inventory and HRA Input Data	10
Preparing Preliminary HRA	14
On 90-Day Facility Review	0
Preparing Draft HRA	2
On 45-Day Public Comment	0
Preparing Final HRA	1
Final HRA Complete	0

On February 22, 2023, staff shared an updated calendar year 2021 emission inventory for the Chevron Richmond Refinery with the facility. Staff met with Chevron on March 29, 2023, to discuss the HRA process that is now underway for this facility. Staff are updating the 2021 emission inventory for Chevron based on the results of the heavy liquid study. Staff are also incorporating source test data and updated operating rates for a few selected sources.

**Assembly Bill 617 (AB 617)**

On March 28, 2023, staff participated in a meeting of the Permitting Questions & Answers Coordination working group with other air districts and CARB. CARB has solicited and received over 180 questions from local environmental justice groups about air quality permitting requirements from local AB 617 communities and this working group has nearly completed responses to each of these questions that will be posted on CARB’s Technology Clearinghouse website.

Staff continues to participate in 1) the Richmond/North Richmond/San Pablo Community Emissions Reduction Plan strategy discussions for stationary permitted sources and in 2) the East Oakland Community Emissions Reduction Plan discussions for the Problem Statements for stationary sources.

**Regulation 3 Rule Development**

On February 16, 2023, staff held a public workshop to discuss concepts and proposals for amendments to Air District Regulation (Fees) for fiscal year ending (FYE) 2024. The proposed fee amendments would increase overall Air District fee revenue in FYE 2024 by approximately \$5.3 million relative to fee revenue that would be expected without the amendments for the same permitted facility inventory.

### **Budget Advisory Group**

On February 3, 2023, and March 13, 2023, staff met with the Budget Advisory Group to discuss cost recovery results, proposed fee changes for fiscal year end 2024, Regulation 3 rule development, and the Budget Calendar.

<b>LEGAL DIVISION A. CROCKETT, LEGAL COUNSEL</b>
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The following is a summary of District Counsel's Office activities in the first quarter.

The District Counsel's Office received 255 violations reflected in Notices of Violations (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 87 violations reflected in NOVs. In addition, Zero (0) Final 30 Day Letter(s) was/were sent regarding civil penalties for Zero (0) violation(s). Finally, settlement negotiations resulted in collection of \$55,900 in civil penalties for 44 NOVs. Four (4) NOVs were settled by passing the Wood Smoke Awareness Course with \$0.

Counsel in the District Counsel's Office initiated settlement discussions regarding civil penalties for seven (7) violation(s). Settlement negotiations by counsel resulted in collection of \$1,475,079 in civil penalties for 85 violation(s).

<b>COMMUNICATIONS AND PUBLIC INFORMATION DIVISION K. ROSELIUS, OFFICER</b>
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### **Media Inquiries**

Staff responded to 38 media inquiries, including requests about:

- Air filtration in schools
- Appliance rule
- Appliance Rule public comments
- Authority to construct
- Benicia odors
- BOD meeting
- Chevron incident
- Clean Cars for All
- E-ferry
- Gun range regulations
- Gun ranges
- Impacted communities
- MRC dust fallout
- MRC fire
- MRC NOVs
- New Executive Officer



- Personnel issue
- Phillips 66
- PM data
- PM standards
- Recology
- Refinery conversions
- Rodeo DEIR
- SB 1137
- Spare the Air wood smoke
- Valero odors
- Wildfires and school air filtration

### **Press Releases**

- 03/22/2023 [Air District Forges Agreement With Recology To Close Operations In Bayview Hunters Point](#)
- 03/15/2023 [Air District Strengthens Building Appliance Rules To Reduce Harmful Nox Emissions, Protect Air Quality & Public Health](#)
- 02/27/2023 [State Approves Bayview Hunters Point/Southeast San Francisco For AB 617 Funding To Expand Emissions Reduction Work](#)
- 02/16/2023 [Air District urges passage of AB 953 to expand Protecting Blue Whales and Blue Skies program statewide](#)
- 01/06/2023 [Air District supports EPA’s more stringent health standard for particulate matter](#)

### **Media Highlights**

The Air District was mentioned in 271 print/online stories and 78 radio/video clips from January through March 2023. Below are media coverage highlights:

- 03/26/2023 [Letter to the Editor: Our gas furnace, stove and water heater worked in a blackout. What if we didn’t have them?](#)
- 03/25/2023 [Bay Area begins to phase out gas-fueled furnaces and water heaters](#)
- 03/24/2023 [Letter to the Editor: Gas appliance ban will cost customers dearly](#)
- 03/24/2023 [Concrete solution? Recology now can't crush construction materials in Bayview](#)
- 03/24/2023 [Bay Area Sets NOx Emissions Standards For Gas Water Heaters & Furnaces, Effectively Ending Sales Starting In 2027](#)
- 03/24/2023 [Letter to the Editor: Gas appliances ban](#)
- 03/24/2023 [Letter to the Editor: Gas is more efficient](#)
- 03/23/2023 [Bay Area Regulators Ban Sales of Gas Furnaces and Waters Heaters, Will Cost You More](#)
- 03/23/2023 [Opinion: All-electric challenges](#)
- 03/22/2023 [New rules to phase out gas appliances stoke excitement, anxiety on the Peninsula](#)
- 03/22/2023 [Letter to the Editor: Saving lives with heat pumps](#)
- 03/22/2023 [Letter to the Editor: Electric pencils out](#)
- 03/20/2023 [San Anselmo allots nearly \\$3M in aid to infrastructure projects](#)
- 03/20/2023 [What’s the total cost to swap out gas heat for electric? One Bay Area homeowner says almost \\$20,000](#)

03/20/2023 [Bay Area regulators opt to phase out NOx emissions from furnaces, water heaters, prepare for grid impacts](#)

03/20/2023 [Broken furnace? In the Bay Area, soon you'll have to replace it with a heat pump](#)

03/19/2023 [Letter to the Editor: There's a solution for homeowners to the excess costs of banning gas appliances](#)

03/14/2023 [Will gas furnaces and water heaters be banned in Bay Area? Regulators to vote on major rule tomorrow](#)

03/14/2023 [Letter to the Editor: Moving toward electrification](#)

03/14/2023 [Opinion: Our homes are the biggest source of pollution in the Bay Area. Here's how we change that](#)

03/13/2023 [First zero-emissions fuel cell ferry in the U.S. arrives in San Francisco](#)

03/13/2023 [Atherton looking to ban gas-powered leaf blowers next summer](#)

03/13/2023 [Opinion: Get ready for the really big 'tax'](#)

03/10/2023 [Opinion: How to move toward electrification](#)

03/08/2023 [Better Buses Needed in Bayview-Hunters Point](#)

03/08/2023 [Residents near Martinez refinery release told to avoid eating backyard-grown produce](#)

03/08/2023 [Growing concerns: Neighbors of refinery told to avoid possibly tainted backyard produce](#)

03/07/2023 [Health advisory if you live near Martinez refinery: Don't eat the food you grow](#)

03/07/2023 [Health Department Issues Advisory About Produce Grown Near Martinez Refinery](#)

03/07/2023 [Why a Bay Area county is warning gardeners living near a refinery not to eat their vegetables](#)

03/04/2023 [Bay Area Air Quality Executive Officer wants to support environmental justice](#)

02/28/2023 [Environmental Group Fights Diesel Generators At Vehicle Triage Center](#)

02/26/2023 [Meet the women making environmental justice history!](#)

02/26/2023 [San Francisco area push to ban gas appliances amid blackouts is 'pure extremist politics,' CEO says](#)

02/23/2023 [Refinery Oversight Committee Holds First Meeting](#)

02/23/2023 [Pittsburg Looks to Add Electric Vehicle Charging Stations](#)

02/22/2023 [Investigation continues into source of odor that shuttered Benicia school](#)

02/22/2023 [Commission Recommends East Dublin Development](#)

02/19/2023 [Mount Tamalpais prescribed fires delayed amid 'tricky' factors](#)

02/15/2023 [Marin County Officials: Prescribed Fire Planned Near Mt. Tam](#)

02/13/2023 ['I'd have to gut my house': Plan to phase out natural gas devices sparks fierce debate in Bay Area](#)

02/08/2023 [California to boost EV incentives for people with low, moderate incomes. How to check for money back](#)

02/08/2023 [Nonprofit Aims To Improve Air Quality for Low Income Homes](#)

02/06/2023 [Safer at School from Wildfire Smoke?](#)

02/06/2023 [Emeryville Mayor John Bauters / E-Collar Ban for SF Dogs? / Author Sarah Ladipo Manyika](#)

02/05/2023 [Monday's the last day to submit comments on rules to replace gas furnaces and water heaters with electric appliances](#)

01/29/2023 [In the Fight Over Gas Stoves, Meet the Industry's Go-To Scientist](#)

01/25/2023 [Amid dust, asbestos exposures, Potrero Hill residents want developer to do more](#)

01/21/2023 [To stop climate change, sale of gas furnaces and gas water heaters may be banned](#)

- 01/18/2023 [Bay Area regulators look to impose sweeping ban on new natural gas water heaters, furnaces](#)
- 01/15/2023 [Marin County Fair to return with indoor events](#)
- 01/15/2023 [Air district announces EPA official as new executive officer](#)
- 01/12/2023 [Suit filed against SF for diesel generators at Hunters Point ‘vehicle triage center’](#)
- 01/12/2023 [San Francisco Sued Over Diesel Generators at Center for Unhoused People](#)
- 01/11/2023 [Citizen Group Sues City Over Diesel Generators At Vehicle Triage Center In Bayview](#)
- 01/11/2023 [San Francisco citizens' group sues city over diesel generators](#)
- 01/07/2023 [Bay Area air district backs tougher pollutant standards](#)
- 01/04/2023 [Alameda mayor: Brace for storms, bid gas-powered leaf blowers farewell](#)

### **Public Inquiries**

Phone: 172 public calls

### **Events**

- Christmas in the Park in San Jose on November 25, 2022 – January 23, 2023.
- Glowfari at the Oakland Zoo on November 12, 2022 – March 4, 2023.
- Festival of Colors in Fremont on March 4, 2023.
- Jane Fondo Fundraising Ride in Marin on March 11, 2023.
- SF Citywide Revival in San Francisco on March 20, 2023 – March 22, 2023.

### **Spare the Air**

- Media Relations/Public Outreach
  - Winter community outreach canvassing program
    - Determined final community locations for winter community outreach canvassing program.
    - Finalized winter community outreach poster design and copy.
    - Wood smoke poster outreach week of January 20, 2023.
    - Conducted final call downs at community locations for final flyer posting.
  - Compiled an in-depth report of the Bay Area media landscape and top reporters.
  - Finalized and approved summer PR plan.
  - Worked to complete May – October weekend duty roster.
- Advertising
  - Winter advertising campaign
    - Continued coordination of winter advertising campaign.
    - Continued working with vendors on optimizations for 22-23 winter advertising campaign.
    - Recorded the added value Crossings TV interview.
  - Summer advertising campaign
    - Met to discuss new 2023 summer ad creatives.
    - Finalized summer 2023 advertising creative brief.
    - Developed timeline for 2023 summer advertising campaign.
    - Continued developing summer campaign concepts for review in mid-February.

- Aligned with creative team on a summer campaign concept.
  - Updated script for summer creative concept.
  - Requested and negotiated proposals from media vendors for summer 2023 campaign.
  - Scheduled the advertising recommendation call for March 27, 2023.
  - Prepared paid media plan recommendations for March 27, 2023, meeting.
- Social Media
  - Boosted approved Instagram and Facebook posts for January 2023.
  - Developed and finalized social content through April 2023.
  - Reviewed videos from Spare the Air mural painting and shared feedback with videographer; followed up with videographer and A+P legal regarding licensing of music in video.
  - Worked to update Social Media Guidelines.
  - Animated Spare the Air Alert graphics
    - Reviewed updated animated Spare the Air Alert graphics with variations for each kind of alert.
    - Finalized assets for animated alert graphics and continued their development.
- Employer Program
  - Employers contacts list
    - Identified company contacts for kickoff outreach campaign.
    - Cross referenced current EP membership list with updated company contact lists to determine which company contacts are accurate and/or outdated.
    - Finalized master contacts list.
    - Reviewed Bay Area employers contacts list.
    - Filtered and further refined (tiered) contacts at large Bay Area employers into primary and back-up contacts.
  - Reviewed new EP website (on staging site) and cross referenced with drafted copy.
  - Developed and reviewed a list of sponsorship opportunities related to employer events in the Bay Area.
  - Reviewed first outreach copy.
  - Worked on template buildout based on Spare the Air design guidelines.
  - Refined Employer Program communications.

### **Spare the Air Social Media**

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

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

- Response sample:
  - [Facebook](#)

In this quarter, Spare the Air social media follower numbers increased to 13,324 (+89) on Facebook, increased to 14,999 (+11) on Twitter, increased to 1,940 (+62) on Instagram, and decreased to 299 (-1) on Pinterest.

### **Air District Social Media**

- TIO Clean Cars for All Facebook/Google campaign ran through April 2023.
- SID Carl Moyer Program Facebook campaign ran through April 2023.
- Staff continued to run social posts daily including:
  - Air quality forecasts: daily, two-day and five-day forecasts.
  - Shared:
    - Sustainable holiday tips.
    - Appointment of Dr. Philip Fine as Executive Officer.
    - Protecting Blue Whales and Blue Skies initiative.
    - Transit Twitter Besties highlight from the SF Chronicle.
    - NWS update.
    - Holiday waste prevention tips.
    - Appointment of Dr. Philip Fine as Executive Officer.
    - Spare the Air Alert.
    - Wood smoke information.
    - Request for public to not burn wood during the holidays.
    - Recycling wrapping paper instead of burning it.
    - Air District's FARMER demo project in CA Climate Investments newsletter.
    - New EPA heavy duty trucks rule.
    - Switch Is On electric cooktop messaging.
    - Childhood asthma and gas stoves study.
    - Air quality complaints.
    - Brightline Defense tour of the Bay Area Metro Center.
    - Air quality data sites.
    - NWS updates.
    - Flaring at Martinez Refining Company.
    - James Cary Smith grantee spotlight on White Pony Express.
    - Contra Costa Health requested legal action against Martinez Refining Company.
    - EPA proposal for revised NAAQS for particulate matter.
    - CA Smoke Spotter app.
    - Advisory Council member solicitation.
    - Smoke is Smoke graphic.
    - EV myths and power demand.
    - Bay Area Healthy Homes Initiative article in Bay Area Monitor.
    - Prescribed burn in Lake Chabot.
    - New electric buses through the EPA Clean School Bus Program.
    - New incentives for buying EVs.

- Science & Technology Policy Fellows podcast with V. Eady.
- James Cary Smith grantee spotlight on Higher Ground.
- New study linking EVs with reduction in respiratory illness.
- Clean Cars for All program.
- Golden Gate Transit route from Sonoma to SF.
- SID grant program webinar.
- New battery-electric Presidio GO buses.
- Electrification and indoor air quality.
- Prescribed burn at Lake Chabot.
- Derrick Tang's appointment to IBank.
- Climate Tech Finance loan guarantee to fund solar-powered replacements for diesel generators.
- Upcoming Carl Moyer Program webinar.
- Energy efficiency tips from San Jose Clean Energy.
- Fire at Martinez Refining Company facility.
- EV chargers funded through the Charge! Program.
- Clean Cars for All Telemundo article.
- Dr. Fine's first day.
- EPA emissions comparison tool for gas-powered and electric vehicles.
- Inversion layer video.
- Heat pumps.
- New York Times article on falling prices for new EVs.
- Climate Tech Finance webinar.
- AB 953 expansion of the Protecting Blue Whales & Blue Skies program.
- Spare the Air Valentine's cards.
- Funding for energy efficiency upgrades.
- Climate action tips from SF Environment.
- Sponsorship of AB 953 for the Blue Whales & Blue Skies program.
- Methane emissions and landfills.
- Clean Cars for All Telemundo article.
- International Women's Day employee spotlights.
- Blue Whales Blue Skies video for the general public by the California Marine Sanctuary Foundation.
- California's Clean Mobility Options Voucher Pilot Program.
- Emission types video from CARB.
- New Deputy Secretary for Environmental Justice at CalEPA.
- Bike To Work Day events.
- Clean Cars for All.
- Air Quality educational videos (CARB).
- AB 617 and Bayview Hunters Point.
- Bay Area Summer Academy high school internship.
- SEI Earth Day challenge for students.
- Recology termination and closure agreement.
- Success story of resolving odors near an Alameda County fire station.
- Blue Whales Blue Skies promo videos.
- Appliance rules infographic.
- NASA carbon dioxide emissions estimations using satellite measurements.

- California/Japan partnership for green shipping corridors.
- SF Chronicle article on zero-emission hydrogen ferry.

In this quarter, Air District social media follower numbers increased to 5,546 (+94) on Facebook, decreased to 21,878 (+655) on Twitter, increased to 2,591 (+66) on Instagram, and increased to 3,076 (+167) on LinkedIn.

## Other

- Video
  - Wintertime air quality/temperature inversion video
    - Edited, reviewed and finalized wintertime air quality/temperature inversion video.
  - Finalized Spanish version of community outreach video.
  - Created Continuity of Operations Plan Introductory Training video.
- Web Updates
  - Rolled out Single Sign-On procedures (using Microsoft login) for all Sitecore users/web editors/previewers.
  - CEQA Guidelines page to receive updates soon from Planning to prepare for full guideline posting.
  - Vehicle Buy Back page new structure – preview out and waiting for approval to post.
  - New Bay Area Healthy Homes Initiative webpage – live.
  - Updated Spare the Air virtual booth page Kids Activity Book.
  - Complaint Videos were published on the Air Quality Complaint Program webpage.
  - Admin/Budget and Finance committees are tentatively merging – awaiting official notice before web restructuring for Committee and Board Agenda pages.
  - Reviewed web team Event Request Form update by Anja.
  - Community Advisory Council Charter – proofread and edited.
  - Employer STA web site – new web pages integrated with STA site were posted.
  - New AB 181 school transportation plan consultation page was posted.
  - Reg 3. Fees webinar page set-up and posted.
  - Incident Report page – posted January 31, 2023, Martinez Refining Company report.
  - Posted new RFPs.
  - Carl Moyer Cargo Grants Webinar – March 2, 2023.
  - TFCA Regional Fund Comments – March 2, 2023.
  - Charge Program deadline ending webpage updates by March 6, 2023.
  - BVHP press release posting, Latest News, etc. – February 27, 2023.
  - Clean HEET Program – Wood Smoke Rebate page being converted, scheduled for posting.
  - Fenceline Monitoring page updates with new table – awaiting approval for posting.
  - Refinery AMP Comment Period – Latest News posted.
  - Portable Equipment Registrations page – updated content and contact item.
  - TFCA Count Program Manager page – updated content.
  - Blue Whales Blue Skies video – uploaded to Spare the Air site.
  - Removed Covid advisory messaging from Board, Hearing Board, CAC, and Advisory Council pages.

- More webpages under various stages of ongoing development:
  - Environmental Justice.
  - Subscription Center.
  - Notices of Violation table.
  - Logo Download page.
  - Permits table.
- Ongoing web work
  - Press release translation send out and postings.
  - Station flag updates on Current AQ site.
  - Current AQ site monitoring.
  - Exec Board meeting event and materials postings.
- Board pages
  - Formatted photos and posted content items for new Board members Ken Carlson, Noelia Corzo and Ray Mueller.
  - Added Joelle Gallagher with photo to Board members page, adjusted some committee members.
  - Air District Leadership page – staged Dr. Fine bio for posting February 21, 2023.
- Annual Report
  - Annual Report preliminary design review – reviewed layout for accessibility issues and wrote up concerns.
  - Annual Report online – reviewed draft online website.
- Building Appliance Rule
  - Building Appliance Rule Development page – published new fact sheet and first set of comments.
  - Building Appliance Rule comments posted.
- E-blasts
  - Carl Moyer Ag and Off-Road Equipment webinar reminder
  - Charge! Program deadline reminder
  - Carl Moyer Program webinar
  - Refinery AMP Comment Period
  - Carl Moyer Program Cargo-Handling webinar
  - Building Appliance Hearing reminder
  - Building Appliances Rule e-blast
  - TFCA Regional Fund webinar
- AB 617
  - West Oakland AB 617 meetings – created 2023 table and March 1, 2023 event.
  - East Oakland February 9, 2023, AB 617 meeting – posted meeting details and materials.
  - Discussed new BVHP AB 617 webpages.
  - New Bayview Hunter’s Point AB 617 webpage published.
- Bayview Hunter’s Point March 30, 2023, Virtual Community Meeting
  - Latest News item posted.
  - Posted meeting item on Workshops page.
  - Sent and received urgent translation of flyer.



- Graphic Design
  - Refinery map complete.
  - Henry’s caricature with printer.
  - Spare the Air Activity Book delivered January 3, 2023.
  - Wildfire and Wood Smoke infographic in progress.
  - Gas Appliance Rules Infographic/Fact Sheet – complete.
  - Community Advisory Council logo – complete.
  - Bayview Hunters Point workshop flyer – complete.
  - Clean HEET logo – design in progress.
  - HR job posting doc – edits in progress.
  - HR workplace safety form – in progress.
  - RFP Air District Brand Guidelines – draft with Admin.
- Publications
  - League of Women Voters
    - Coordinated next online newsletter feature with League of Women Voters.
    - Followed up on article review by Planning.
    - Latest article published online in consultation with Air District staff on Bay Area Healthy Homes Initiative.
  - Air Currents
    - Published February 1, 2023 edition of Air Currents.
  - Worked on Building Appliances op-ed.
- Annual Report
  - Videos in production.
  - Awaiting Round 3 digital/Round 4 print designs.
  - Finalizing content.
- Photography
  - Active transportation photos – staging shots of 5 main modes in SJ/Emeryville.
  - Exec photos
  - Ferry – event in May 2023 (tent.).

**PLANNING AND CLIMATE PROTECTION DIVISION  
W. GOODFRIEND, ACTING DIRECTOR**

**Local Government Knowledge, Action, and Support**

- Staff and program partners are in the recruitment phase for asthma patients and residents in overburdened communities for the Bay Area Healthy Homes Initiative (BAHHI), supported by the Air District [BAHHI webpage](#), county health department recruitment, targeted outreach materials, and outreach with AB617 communities. Staff met with the CEO of the Green and Healthy Homes Initiative to discuss innovative strategies for financing building retrofits for low-income families. Staff presented the BAHHI program to the California Attorney General’s Office at their request, as they consider options for directing settlement funding to benefit affected communities.

- Climate staff, along with Rule Development staff, met with staff from ABAG’s Bay Area Regional Energy Network (BayREN) to discuss the Air District’s proposed zero NOx appliance rule amendments and BayREN’s incentive programs. Staff attended the Equity Working Group quarterly meeting hosted by the Bay Area Climate Adaptation Network (BayCAN), which discussed PG&E’s Resilient Together initiative.
- Climate staff, with input from SID staff, developed and published a [webpage](#) to support local school districts meet the requirements of AB 181, which requires all school districts to develop and adopt transportation plans by April, 2023. Staff shared the webpage with CAPCOA Planning Managers, many of whom replicated this approach in their jurisdictions.
- Staff met with Silicon Valley Clean Energy (SVCE) to discuss work of mutual interest, including SVCE plans to focus on Existing Building Code updates and a pilot to install heat pump water heaters in emergency water heater replacement scenarios.
- Staff attended Strategic Growth Council’s Catalyst Conference remotely to learn how others in California and beyond are thinking about investing unprecedented public funding for equitable and sustained transformation in underserved communities.
- Staff attended a day-long “Advisory Retreat” convened by Drawdown Bay Area to discuss high-value climate solutions and effective engagement across the Bay Area.

### **Staff Presentations**

- Staff presented at the February 15, 2023, Board of Directors meeting on state and federal funding for retrofitting low-income homes with cleaner appliances. Staff presented to the San Mateo City/County Association of Governments Resource Management and Climate Protection Committee meeting on proposed amendments to Rules 9-4 and 9-6. Staff met with California Air Resources Board (CARB) staff to discuss CARB’s plans to develop a stakeholder working group for CARB’s own rulemaking on zero-emission appliances.
- Staff presented a “Climate Talks” series brown bag presentation for all Air District staff on staff’s experience attending COP27 in Sharm el-Sheikh, Egypt.
- Staff met with CARB to discuss and provided a letter of support for a statewide appliance recycling pilot program to reduce fluorinated gases that is building off a regional pilot funded by the Air Districts.
- Staff presented the Air District’s Climate Program and the Building Appliance Rules to a delegation from Pakistan assessing air quality and climate programs around the world to inform their efforts to address Pakistan’s air quality crisis. Staff met with and presented on the Air District’s Climate Protection Program to a delegation from the government of Singapore, focusing on the Air District’s Clean Buildings Program and integrating equity into climate work.

### **Support Community Solutions and Community Health Protection Planning (AB617)**

- Staff finalized the set of policy recommendations to be forwarded on behalf of the Air District to the City of Oakland for consideration in their environmental justice element including a neighborhood air action zone policy.
- Staff working on the East Oakland AB617 project convened meetings with the community co-chairs, meetings with Communities for a Better Environment (CBE), and joint meetings with CBE and CARB to discuss the strategy roadmap.

- Staff working on the Richmond/North Richmond/San Pablo Path to Clean Air (PCTA) project convened meetings with the community co-chairs. Staff working on the West Oakland AB617 effort convened meetings with the community co-chairs, and meetings with the West Oakland Environmental Indicators Project (WOEIP).
- Staff working on the Bayview-Hunters Point (BVHP) project worked with Community Engagement to organize and attend several outreach events in the BVHP neighborhood.
- Staff convened a meeting with the San Francisco County Public Health Department to discuss the AB617 Community Emissions Reduction Plan (CERP) effort.
- CARB’s formal designation of BVHP as part of the statewide Community Health Protection Program was announced through a [press release](#) developed and disseminated with assistance from Communications staff.
- Staff assisted the Assessment, Inventory and Modeling Division (AIM) with a review of emissions from the Bay Farm Island ferry service as part of the base year inventory and modeling.
- Staff completed a review of the Innovative Concepts Plan submitted by Chevron Richmond as part of their compliance with CARB’s at Berth regulations; shared findings and highlighted concerns with PTCA CSC members.
- Staff organized West Oakland and East Oakland CSC support for the City of Oakland's zoning code amendments related to truck-intensive businesses and gave testimony supporting the amendments at the City's Zoning Update Committee meeting on March 15, 2023.

### **Regional and Statewide Air Quality and Climate Planning and Policy**

- Staff coordinated a multi-divisional effort to provide feedback to the USEPA’s Request for Information (RFI) on how the agency should develop the many funding programs called for in the Inflation Reduction Act (IRA).
- Staff submitted a comment letter to Caltrans, District 4 on a Federal Highway Administration Notice of Intent to prepare an environmental impact statement on a proposed Route 239, a new freeway in eastern Contra Costa County.
- Staff developed a ‘neighborhood-focused air pollution action zone’ policy recommendation white paper as part of the support for the City of Oakland’s General Plan Environmental Justice Element update.
- Staff convened an internal workgroup meeting to discuss, review and prepare a written comment letter to EPA in response to proposed revisions to the annual particulate matter (PM) national ambient air quality standards (NAAQS). Staff continue to review the Environmental Protection Agency's (EPA) proposed revisions to the particulate matter (PM) National Ambient Air Quality Standards (NAAQS). Staff presented an overview of the proposed revisions at the March 8th Stationary Source and Climate Impacts Committee.
- Staff worked with Communications staff to promote Protecting Blue Whales and Blue Skies with short video clips on the Air District’s social media channels, and supported the Legislative Affairs Office summarize comments from the Protecting Blue Whales and Blue Skies partners on AB 953 (Hart & Connolly). Staff completed review of CARB’s interim evaluation of emissions control technology for ocean going vessels transiting California waters, at anchor off California’s Ports, or while at berth in California.

- Staff attended the monthly California Air Pollution Control Officer's Association (CAPCOA) Planning Managers Committee meeting. Staff attended the National Association of Clean Air Agencies (NAACA) Climate Change Committee meeting.

### **Innovation, Science and Research**

- Climate Protection staff attended a webinar by the California–China Climate Institute on Reducing methane emissions from the solid waste sector: (<https://ccci.berkeley.edu/reducing-methane-emissions-us-and-china>).
- Staff attended a Caltech/JPL webinar on “Tipping points” in climate change projection.

### **Division News**

- Staff attended a meeting of the Anti-Bullying Policy Resource Team, a meeting of the Innovation Team, and meetings for the Mentoring Pilot Program (as a Mentor).
- Staff participated in the Cultural Advisory Team (CAT) Mentorship Program Pilot team meeting and helped plan and participated in the Equity Resource Team biweekly meeting. Air Quality Planning and Climate Protection staff completed review of summer internship applications and scheduled interviews with top candidates.

<p><b>ASSESSMENT, INVENTORY, AND MODELING</b>  <b>P. MARTIEN, DIRECTOR</b></p>
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At the March 15, 2023, Board of Directors meeting, staff presented an assessment of the health and equity benefits of proposed amendments to Rules 9-4 and 9-6. Staff completed a modeling and mapping analysis of the November 2022 catalyst dust fallout incident at the Martinez Refining Company (MRC), and staff met with Contra Costa Health Services to discuss the results.

### **Emissions and Community Exposure Assessment**

Under Assembly Bill (AB) 617 community assessment work, for the Richmond-North Richmond-San Pablo (Path to Clean Air, or PTCA) community, staff worked with the Engineering Division staff to update and summarize the emissions inventory for the Chevron Richmond Refinery, completed a draft memo to summarize the Chevron emissions inventory changes, and presented the updated exposure assessment to the Community Steering Committee. For the West Oakland community, staff met with the staff of CARB to address questions regarding emissions reductions being achieved through the implementation of West Oakland Community Action Plan, and staff presented road dust emission estimations to support annual tracking and reporting of dust control strategies. For the East Oakland community, staff completed draft emission inventories for rail lines, rail yards, on-road mobile sources, and restaurants.

Staff worked with the Metropolitan Transportation Commission (MTC) staff and the Air District’s web team to review and modify the proposed web portal for hosting archived/shared data for AB 617 work. Under the District’s California Environmental Quality Act (CEQA) work, staff completed the screening tool updates for the stationary sources and rail sources, and staff met with the San Francisco Planning staff to discuss development of tools for assessing air quality impacts from construction projects.

For permitted-facility emissions reporting to meet state requirements, staff hosted an internal debrief with the Engineering Division on this year’s reports and to plan for next year. Under emissions inventory development, staff completed a draft summary report, developed an emissions data query tool, and obtained management review comments. Staff also addressed a request from CARB to review the updated activity and emission estimates for agriculture burning categories.

Staff attended a webinar hosted by the US Environmental Protection Agency (EPA) on “Cumulative Impact Assessment: Research and Regulatory Activities at EPA.” Staff participated in the 2023 Berkeley Atmospheric Sciences Center Symposium at the University of California, Berkeley. Staff attended the 33rd Coordinating Research Council (CRC) Real World Emissions Workshop and presented a recent Bay Area on-road mobile sources assessment study.

**Air Quality Modeling and Analysis**

Under Assembly Bill (AB) 617 community assessment work, for the PTCA community, staff completed neighborhood-scale exposure estimates for the community, and staff revised an emissions management report for the Chevron Refinery with updated emissions estimates, in response to comments by Community Steering Committee members. For the East Oakland community, staff developed slides on community emissions inventories and prepared meteorological inputs to support neighborhood-scale exposure modeling. For the Bayview Hunters Point community, staff created a map with a proposed preliminary emissions boundary.

Staff participated in the analysis of the November 2022 catalyst dust fallout incident at the Martinez Refining Company (MRC) by conducting modeling simulations of the incident with varying configurations and compared modeling with observed dust fallout patterns. Staff met with the Contra Costa Health Department staff to discuss modeling analysis of catalyst dust released at the Martinez Refining Company (MRC). Staff completed a draft modeling report for the MRC incident and developed presentation materials for the April 5, 2023, Martinez City Council Meeting. Staff continued testing the Intervention Model for Air Pollution (InMAP), a reduced-complexity air quality model, to support a screening evaluation of sources driving particulate matter exposures in the Bay Area. Staff reviewed deliverables from True North on the 2022-2023 Winter Woodsmoke Survey and began mapping True North’s recent survey results into the existing survey database. Staff met with MTC staff to discuss merging mapping (GIS) software licensing and administration across the two agencies. Staff completed the system software configuration and testing of a new cluster computer for modeling and began decommissioning the old computer equipment.

**RULES & STRATEGIC POLICY DIVISION  
E. YURA, DIRECTOR**

**Amendments to Rules 9-4 and 9-6: Residential and Commercial Appliances:**

Status / Next Milestones:

- Implementation Working Group meeting – May 2023.
- Board Hearing regarding inclusion of amendments in the State Implementation Plan – June 21, 2023.

Background: Staff has proposed rule amendments to further reduce oxides of nitrogen (NOx) emissions from residential appliances. These sources are addressed through Rule 9-4: Residential Furnaces and Rule 9-6: Gas-Fired Water Heaters. The current rulemaking approach would be to match ultra-low NOx standards currently required by South Coast Air Quality Management District and San Joaquin Valley Unified Air Pollution Control District, as well as introduce a longer-term zero-NOx emission standard that can be met by some equipment currently available on the market. Because conversion to these appliances may require changes to homes electrical service, staff is developing an equity analysis to ensure the cost impacts to consumers, especially low-income consumers, are fully understood and means to mitigate those impacts are explored and considered.

Staff presented initial rule development concepts to the Stationary Source and Climate Impacts Committee and public stakeholders in the spring of 2021. The Board and public both expressed general support for staff's proposed concepts and emphasized the need for swift action in this space but also noted the importance of balancing complicating factors, such as equity and the availability of funding mechanisms for incentives and subsidies. Staff met with a wide spectrum of stakeholders in the form of an external working group throughout the summer and fall of 2021 to receive input on rule development concepts.

On September 30, 2021, staff released draft amendments to Rules 9-4 and 9-6 as well as a workshop report for public review. Staff held a virtual public workshop on the evening of October 7, 2021, to discuss and receive feedback on the draft amendments. The workshop was attended by over 40 stakeholders and members of the public, providing valuable feedback for staff consideration. Staff additionally presented to the Stationary Source and Climate Impacts committee on October 18, 2021, to discuss the draft amendments. The committee directed staff to continue in the current direction of rulemaking, with additional considerations for community and stakeholder involvement following potential rule amendment adoption. Staff provided updates to the Stationary Source and Climate Impacts Committee on November 15, 2021, regarding public comments received and proposed an alternate schedule to allow for additional stakeholder engagement, environmental review, and cost analysis. Staff presented to the committee in April 2022 to provide updates on project timelines and recent work on this effort.

Staff released a CEQA Notice of Preparation (NOP) of an Environmental Impact Report (EIR) and Initial Study (IS) in May 2022 and held a scoping meeting. Staff received eight written comments on the materials, which are posted to the Air District website. Staff developed the proposed amendment package which includes an additional analysis of grid capacity as well as a full Environmental Impact Report to support the proposed amendments. Staff presented an update on the implementation working group and health impacts modeling to the Stationary Source and Climate Impacts Committee on October 17, 2022.

Staff released the full rule package on December 20, 2022, for public review, with a planned Board of Directors hearing for adoption in Quarter 1 of 2023. Members of the potential implementation working group were invited to a meeting on December 14, 2020, where Air District staff presented background rule amendment materials and the draft charter for the working group.

The public comment period ended on February 6, 2023. Air District staff received over 560 comment letters on the proposed amendments and related documentation, the responses to which will be posted in advance of the board hearing.

On March 15, 2022, the Air District Board of Directors voted to adopt the amendments to Rules 9-4 and 9-6. Staff are now beginning preparations for hosting the first official meeting of the Implementation Working Group.

Visit this webpage for more information: <https://www.baaqmd.gov/rules-and-compliance/rule-development/building-appliances>.

**Amendments to Rule 8-8: Petroleum Wastewater Treatment (AB 617 BARCT Schedule):**

Status / Next Milestones:

- Request for Comments / Draft Amendments – May 2023.

Background: Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) was selected as one of the six high-priority rule development projects in the AB 617 Expedited BARCT Implementation Schedule for high emissions of volatile organic compounds per year based on the Air District’s emissions inventory. Air District staff conducted early stakeholder outreach on this rule development effort in meetings of the Refinery Rules Technical Working Group in 2020.

Currently, staff is working on amending Rule 8-8 only focusing on reducing the front-end emissions related to collection and separation systems. The secondary or back-end emissions and potential emission reductions are at this time poorly understood and need to be better characterized. Staff focused on characterizing emissions from petroleum refinery wastewater treatment plants as part of the Air District’s internal Organics Emission Estimation Project. The knowledge assessment phase of this process was completed in March 2021, and staff is currently working on identifying potential monitoring, sampling, and modeling efforts to better characterize and quantify these emissions.

Staff began stakeholder engagement with potentially affected facilities to ensure that the best available source information and emission estimates can be considered in the rule development process. Staff submitted a data request to the refineries on April 22, 2022, requesting a completed response by May 13, 2022, that was extended to May 31, 2022.

Staff provided updates on rule development progress to the Stationary Source and Climate Impacts Committee on September 19, 2022. Staff is currently developing a preliminary staff report and request for comments on draft amendments for public release in May of 2023.

Visit this webpage for more information on the AB 617 Expedited BARCT Implementation Schedule: <https://www.baaqmd.gov/rules-and-compliance/rule-development/barct-implementation-schedule>.



### **Rule 8-18: Refinery Heavy Liquids Leaks (AB 617 BARCT Schedule):**

Status / Next Milestones:

- Stationary Source and Climate Impacts Committee—Q3 2023.

Background: This rule development project would address emissions of reactive organic gases (ROG) from petroleum refineries, chemical plants, bulk terminals and bulk plants, and other facilities that store, transport, and use organic liquids. Amendments to Regulation 8, Rule 18: Equipment Leaks (Rule 8-18) in December 2015 addressed equipment that service heavy liquids at these sources, but those amendments have not yet been fully implemented due to uncertainty regarding proper emissions factors for heavy liquid fugitive emissions. Air District staff coordinated with each of the five Bay Area refineries to conduct a Heavy Liquid Leak Study. These studies are designed to determine appropriate emission factors for heavy liquid leaks. The results of these studies have been finalized, and Engineering staff are working on a summary of recommended amendments to monitoring requirements that are cost-effective and will result in emissions reductions. Staff recommends using results of the Heavy Liquid Leak Study and subsequent recommendations summary to amend Rule 8-18 and address the current issues with the 2015 amendments. Any recommended and implemented requirements to address reactive organic compound emissions from these sources are also anticipated to reduce toxic air contaminant (TAC) emissions. Once the recommendations summary is completed based on groundwork from Engineering and Compliance and Enforcement staff, this will be used to inform the next steps of this rule making effort. Rule development staff began internal workgroup meetings with a kick-off meeting in December 2022. Staff anticipates updating the Stationary Source and Climate Impacts Committee in the third quarter of 2023 and tentatively presenting this effort at a Board Hearing by the end of 2023.

The heavy liquids study was finalized in April 2022, and is available here: [https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022\\_-final-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022_-final-pdf.pdf?la=en)

Staff is in early stages of developing amendments to Rule 8-18 to incorporate the results of the heavy liquid study and other recommendations from Engineering staff.

Visit this webpage for more information on the AB 617 Expedited BARCT Implementation Schedule: <https://www.baaqmd.gov/rules-and-compliance/rule-development/barct-implementation-schedule>.

### **Path to Clean Air – Richmond San Pablo CERP – Rule Development:**

Status / Next Milestones:

- Next CSC Meeting = April 2023
  - Following a Board vote to dissolve the Board-appointed CSC, the CSC will implement a new community-led governance structure in April 3034.
- Fuel Refining, Support Facilities, Storage and Distribution Key Issue Category – Strategy Development and Writing with P2S Ad Hoc
  - Rule Development is now leading strategy development discussions, following a meeting at HQE with Executives, management, and the P2S Ad Hoc Fuel Refining subgroup to discuss the community-developed Fuel Refining strategy document.



- Over the next 6 weeks, a list of strategies and actions will be developed and drafted in the format of the strategy writing guide for the PCTA CERP
  - The Air District will produce technical work products to support this development process.

Background: The Richmond, North Richmond, San Pablo community was designated as the second Bay Area community to develop a Community Emissions Reduction Plan under AB 617. A Community Steering Committee has been selected to co-lead the effort and Air District staff are working internally to guide and support the community-led process. Rule Development staff are involved in the following processes:

- Participating in the cross-divisional Internal Path group, which meets on an ad hoc basis.
- Participating in the cross-divisional Core Group (an internal group to strategize about the CERP development process), which meets weekly.
- Assisting in the planning and management of the Problems to Solutions Ad Hoc process.
- Co-leading and/or participating on 4 of 6 key issue writing groups to develop and write strategies.

Community-led Strategy Development: Planning and the Core Team are working with the CSC co-leads and the Problems to Solution Ad Hoc to organize and develop CERP strategies for the six Key Issue/Community Concern categories + a set of cross-cutting/collective strategies. Strategies and actions are being built around the Key Issues framework that has been developed with community (see bulleted list of the Key Issue categories below). CSC meetings in September, October, and November included breakout discussions to dive deeper into the key issues (two key issues per month) and help identify specific strategies and actions to address the problems the community has identified. The Problems to Solutions Ad Hoc is instrumental in facilitating the process in a true community-led style. Staff is working with the Ad Hoc to draft the CERP strategies and chapter content for the six Key Issues and the cross-cutting/collective strategies.

The Six (6) Key Issues categories, as currently drafted with community, are the following:

- Fuel Refining, Support Facilities, Storage, and Distribution.
- Industrial and Commercial Sources Near Communities.
- Odors and Smells.
- Vehicles and Trucks, Streets and Freeways, and Logistics.
- Marine and Rail.
- Addressing Public Health and Reducing Exposure.

Staff continue to work with the Ad Hoc, with a focus on the Fuel Refining strategies.

**White Paper: Fugitive Dust:**

Status / Next Milestones:

- Update to SSCI Committee – April 2023.
- Fugitive Dust PM emission reduction white paper – April 2023.
- Webpage Creation for Fugitive Dust efforts.
- Convene Internal Working Group.
- Strategic Planning for Public Engagement Efforts.

Background:

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

At a joint meeting with the Air District Board of Directors in December 2020, the Advisory Council presented its Particulate Matter Reduction Strategy Report, which included findings, a framework for evaluation reduction strategies, and recommendations.

Community Concerns: Staff met with community stakeholders in Bayview Hunters Point (San Francisco), including touring large aggregate facilities and construction sites. Staff took the opportunity to document community concerns surrounding PM and witness PM-related activity that may impact community health.

In addition, the impacts of PM were a focus during the AB 617 Community Emission Reduction Planning (CERP) Process in West Oakland. The CERP, *Owning Our Air: The West Oakland Community Action Plan*, included a Further Study Measure that states that “The Air District will investigate potential rulemaking to limit fugitive dust from construction activity.”

Staff is currently investigating ways to further reduce particulate matter emissions that are consistent with the Air District’s authority under that California Health and Safety Code, including potential measures to further reduce emissions and public exposure from particulate matter sources, such as construction sites and concrete batch plants. A white paper will be published in April 2023 which will identify potential measures to update the Air District’s rules and regulations to be more health protective.

## **Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities**

Status / Next Milestones:

- Begin internal working group to discuss potential amendments.

Background: As part of the Rules Source Prioritization Process, staff proposed including at least one “clean-up” effort within the team’s objectives each year. The clean-up effort will focus on updating outdated procedures/methods, clarifying rules to improve enforceability, or closing compliance loopholes. These updates will help ensure the effectiveness of current rules and make processes more efficient for the teams enforcing and monitoring compliance.

At the end of 2021/beginning of 2022, staff worked to compile a list of potential rules for the clean-up list.

At the Stationary Source and Climate Impacts Committee on February 28, 2022, staff gave a presentation on the implementation status of Regulation 11, Rule 18 (Rule 11-18): “Reduction of Risk from Air Toxic Emissions at Existing Facilities.” At the meeting, Committee and staff discussed potential strategies to accelerate implementation of Rule 11-18, and the consensus of the Committee members present was to recommend that Air District staff recommend to the Board that additional staff be hired to shorten the estimated time of completion of Health Risk Analyses. In addition, the Committee recommended that staff bring back a discussion on how potential Rule 11-18 amendments fit within staff’s current rulemaking priorities.

Staff presented a mid-year update on rule development efforts, including Rule 11-18 amendment efforts, to the Stationary Source and Climate Impacts Committee on June 13, 2022. After reviewing current priorities, staff recommends moving forward with potential amendments to Rule 11-18 as a “cleanup” rule. Staff is proposing to limit the scope of the amendments on opportunities for reducing implementation timelines.

**COMMUNITY ENGAGEMENT DIVISION  
V. EADY, SR. DEPUTY EXECUTIVE OFFICER**

### **AB 617 Community Health Protection Program**

#### **Bayview Hunters Point AB 617**

- Staff met weekly on Thursdays in March with the Bayview Hunters Point Community Advocates (BVHPCA) and the Marie Harrison Community Foundation (MHCF) to plan outreach and the formation of the Community Steering Committee (CSC).
- Staff met weekly on Wednesdays in March with the Subcommittee for Applications with staff from BVHPCA and MCHF to develop and design the application, selection, and on-boarding process for CSC members.
- Staff started a Subcommittee for Applications on Wednesdays in March with staff from BVHPCA and MCHF to develop and design the application, selection, and on-boarding process for CSC members.
- Staff continue to meet with co-leads, BVHPCA and MHCF, bi-weekly on Fridays to plan outreach and the formation of the CSC, following the designation of BVHP as a AB617 site by the California Air Resources Board (CARB) on February 23, 2023.

- **Thursday, March 30, 2023** – Staff gave brief remarks about the CERP and CSC recruitment and at a community meeting hosted by the Air District’s Compliance and Enforcement Division.
- **Tuesday, March 28, 2023** – Staff gave a presentation with Co-Leads to the Samoan Community Development Center to recruit members to the CSC.
- **Tuesday, March 21, 2023** – Staff attended the SF Citywide Revival, a health fair held at the Cornerstone Baptist Church in BVHP to conduct outreach about the Community Emissions Reduction Plan and recruitment for the CSC.
- **Thursday, February 23, 2023** – Staff accompanied Community Co-Leads to CARB Board meeting where Bayview Hunters Point was nominated as the Bay Area’s fourth AB 617 designated site.
- **Wednesday, February 8, 2023** – Staff met with the San Francisco Department of Public Health (SFDPH)’s Climate and Health Program to coordinate efforts around BVHP AB617 work.
- Staff joined Co-Leads at a February community event in Bayview Hunters Point to celebrate Black History Month and the Lunar New Year to conduct outreach for the expected AB617 site designation.

### **West Oakland AB 617**

- Staff continue to meet with our West Oakland Co-Leads, West Oakland Environmental Indicators Project (WOEIP), on a weekly basis to discuss next steps for implementation of the Community Action Plan and design the coming month’s Community Steering Committee (CSC) meeting.
- **Tuesday, March 14, 2023** – Staff met with WOEIP leadership to introduce the new Manager in Community Engagement.
- **Wednesday, March 1, 2023** – Staff and WOEIP co-convened the CSC meeting to discuss strategy implementation and tracking, the CSC calendar and workplan, and the Port review of strategies.

### **Richmond/San Pablo AB 617**

- Staff continue to meet bi-weekly with the Problems to Solutions Ad Hoc working group to discuss and brainstorm on the 6 community concerns being presented to the larger CSC at the November CSC meeting. These Ad Hoc teams also have multiple weekly meetings among the different key issue groups focused on the six different key issue chapters.
- Staff meet regularly with the Governance Ad Hoc to plan a path forward for a community governance structure. In March, the Ad Hoc took applications from current CSC members who wish to serve on the new CSC. The drafting of the new charter is in process and will be finalized in the coming weeks.
- Staff continue to meet bi-weekly with the Path to Clean Air (PTCA) Co-Chair to discuss and plan for the monthly CSC meeting and prepare for the bi-weekly ad hoc.
- **Wednesday, March 29, 2023** – Staff presented with the CSC at the Community Equity Health and Justice Committee (CEHJ) meeting regarding the CSC’s request to dissolve and be reconstituted as a non-Board appointed CSC. The CEHJ Committee members voted to recommend to the Board of Directors that the Board dissolve the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02.
- Staff met with Director Gioia to discuss the February CSC agenda and updates on the Governance and Problems to Solutions Ad Hoc working groups.
- **Wednesday, March 1, 2023** – Staff met with CARB to discuss metrics for the PTCA CERP.

- **Monday, February 27, 2023** – Staff and the CSC held the 22<sup>nd</sup> PTCA CSC meeting. Staff and the Co-Chair presented on the following topics: Discussion and request for volunteers to draft Chapters 2 (CSC members) and Chapter 3 (Vision and Principles) of the CERP. The CSC voted unanimously to approve to recommend to the Bay Area Air Quality Management District (BAAQMD), Community, Equity, Health and Justice (CEHJ) Committee and finally to the Board of Directors that the CSC (appointed by Resolution No. 2021-02) be dissolved by the end of April to allow for the creation of a new, non-Board-appointed Steering Committee with a community-led governance Structure.
- **Tuesday, February 14, 2023** – Newly formed Governance Ad Hoc met twice in February to discuss proposal, timeline and process to have the CSC transition to a community governance structure. On February 14, 2023, Governance Ad Hoc met to finalize the proposal and recommendations that will be discussed at the next monthly CSC meeting.
- **Monday, January 30, 2023** – Staff and the CSC held the 21<sup>st</sup> PTCA meeting. The CSC voted and approved two (2) Scopes of Work (SOWs) for Fuel Refining Distribution Storage SOW for Flaring Analysis and the Ad Hoc's Request for a Communications and Community Engagement Plan. The CSC also received an AB2449 Update on the Changes to Remote Attendance Rules Under Ralph M. Brown Act's Open Meeting Laws. Lastly, the CSC reviewed the Proposed CERP Timeline and Process for Future CSC Community Governance Structure.

#### East Oakland AB 617

- Staff continue to meet with Communities for a Better Environment (CBE) and Co-Chairs weekly on Wednesdays to plan for the next Community Steering Committee (CSC) meeting and other East Oakland air quality issues, including the request for a timeline extension and the visions and principles of the Plan, as well as commencing the leadership voting process, onboarding and strategy development.
- **Thursday, March 9, 2023** – The CSC held their sixth meeting.
- **Thursday, February 9, 2023** – The CSC met and worked on developing a charter.

#### Spare the Air Resource Teams

- Staff continue to meet with the contractor, Critical Impact Consulting, to review the outreach plan and timeline for the next Spare the Air Resource Teams that will focus geographically in AB617 Community Emissions Reduction Program (CERP) sites.
- **Thursday, March 9, 2023** – Contractor presented Spare the Air Resource Team proposal to East Oakland Community Steering Committee to recruit team members from that AB617 site.
- **Wednesday, March 1, 2023** – Staff met with the contractor and Co-Leads from the East Oakland CERP to discuss efforts to begin a Spare the Air Resource Team in this area.

#### Community Grant Program

- Staff continue to work with the 24 James Cary Smith Community Grantees eligible for Year 2 of the program to finalize scopes of work, share available resources, and act as the liaison between the business and legal offices and grantees to finalize amendments to extend contracts for Year 2 of the program.
- Staff continue working with the current cohort of 33 James Cary Smith Community Grantees to answer questions, provide information, and share available resources.

- **Thursday, February 23, 2023** – Air Quality Data Workshop – Staff from Meteorology & Measurement joined Community Engagement to provide a Zoom workshop for JCS grantees about accessing air quality data. Nineteen individuals from 14 grantee organizations participated in the event, which included discussions on air monitoring in the Bay Area, two live demonstrations of ways to access air quality data, and conversations about taking action with data.
- **Thursday, February 9, 2023** – Staff presented information about the Air District during a community workshop in the Bayview Hunters Point neighborhood of San Francisco organized by James Cary Smith Community Grantee Greenaction for Health and Environmental Justice. Staff discussed the Air District’s history and mission, programs, and opportunities to engage with the agency.
- **Tuesday, January 31, 2023** – The James Cary Smith Community Grants team worked with grantee Urban Habitat to hold a peer learning session for grantees via Zoom. The interactive session focused on strategies to help develop community leaders. Fourteen staff from eleven funded organizations participated.

#### Community Advisory Council

- Staff continue to meet with the Community Advisory Council (CAC) Co-Chairs on a weekly basis on Thursdays.
- Staff worked with CAC Co-Chairs and District staff on preparing the presentation materials and meeting planning for the January 19, 2023, and March 16, 2023, bimonthly, public CAC meetings.
- The CAC Charter was unanimously approved by the Council during the March 16, 2023 meeting. It then proceeded to the Community Equity Health and Justice Committee (CEHJ) for approval before going to the Board.
- **Monday, March 20, 2023** – The CAC’s Environmental Justice (EJ) Policy Ad Hoc Committee met.
- **Thursday, March 16, 2023** – The CAC hosted its 7<sup>th</sup> meeting. Prior to the meeting, Air District Staff held a dinner for Staff and Council Members from 5-6 p.m. The meeting occurred from 6-9 p.m. and was the first ever in-person CAC meeting which was held at the Air District in San Francisco.
- **Wednesday, March 8, 2023** – The CAC’s Governance Ad Hoc Committee met.
- **Monday, March 6, 2023** – The CAC’s EJ Policy Ad Hoc Committee met.
- **Wednesday, February 15, 2023** – The CAC's Governance Ad Hoc Committee met.
- **Monday, February 6, 2023** – The CAC’s EJ Policy Ad Hoc Committee met.
- **Friday, February 3, 2023** – The CAC’s Work Plan Ad Hoc Committee met to make final edits to the Work Plan before the review process begins.
- **Wednesday, February 1, 2023** – The CAC’s Governance Ad Hoc Committee met to make final edits to the Charter before the review process begins.
- **Monday, January 23, 2023** – The EJ Policy Ad Hoc convened for its third meeting. There was a discussion with The Metropolitan Group consultants on gaps and information needed to develop the EJ Policy.
- **Thursday, January 19, 2023** – The CAC held its sixth bimonthly meeting.
- **Wednesday, January 18, 2023** – The CAC’s Governance Ad Hoc Committee met to continue developing the Council charter.
- **Thursday, January 17, 2023** – Staff met with the CAC Co-Chairs in preparation for the January 19, 2023, CAC meeting and to discuss potential agenda items for the March CAC meeting.

- **Monday, January 9, 2023** – The EJ Policy Ad Hoc convened for its second meeting. During the meeting, there was a presentation and discussion on the draft EJ Policy Outline. The Ad Hoc plans to meet every other Monday.

#### Home Air Filtration Program

- Staff are receiving data from air filtration units received. Staff continue to take air filters orders.
- Staff continue to make orders for air filters for partners and draft agreements with James Carey Smith (JCS) Community Grantee partners who would like to distribute air filters to AB 617 communities.
- Staff conducted two (2) trainings on the ordering process for two Partners in February (Tiburcio Vasquez and Bay Area Community Health).
- Staff accepted five (5) applications through the Home Air Filtration Program – JCS in February. Two applications were awaiting Air District signatures and one was undergoing final edits. The last two remaining applications were being drafted with selected Partners.
- Staff provided an Air Filtration Program update to Executive Staff on January 17, 2023.
- Staff continue to work with Regional Asthma Management and Prevention (RAMP) and their AMP partners to complete Memorandums of Understanding (MOUs). As of February, we had two fully executed MOUs with Breathe California and Life Long Medical Care. The following two MOUs were almost complete, pending District signatures: Santa Rosa Community Health Center and Alameda County Public Health Department – Asthma Start Program.
- Staff continue to work to identify partners. In January, Tiburcio Vasquez-San Leandro and Tri-Valley signed an MOU and Santa Clara County Public Health Department, Maternal, Child and Family Health Program extended their contract. We expect that Bay Area Community Health Center and West Oakland Health Center to sign in the coming month.
- In January, the following elementary schools completed their air filtration system installations:
  - King Elementary (installation date: 1/10/2023)
  - Washington Elementary School (Installation Date: 1/9/2023)
  - Riverside Elementary School (Installation Date: 1/10/2023)
  - Dover Elementary School (Installation Date: 1/11/2023)

#### Other

- **Thursday, March 23, 2023** – Staff gave a presentation at a staff training of the San Francisco Bay Regional Waterboards on Environmental Justice and Community Engagement.

**OFFICE OF DIVERSITY, EQUITY, AND INCLUSION  
T. WILLIAMS, MANAGER**

During the first quarter of 2023, the Office of Diversity, Equity, and Inclusion (Office) focused on five (5) functional areas; Board of Directors/Community Equity, Health, and Justice Committee Support, DEI Strategies/Activities, Human Resources/DEI Strategies, Community Engagement/DEI strategies, and Communications.

**Board of Directors and Community Equity, Health, and Justice Committee**

The Office supports the Community Equity Health and Justice meetings in various ways including identifying and coordinating speaking opportunities for local and regional community environmental justice advocates and local leaders to present and share their community perspectives with the Committee. Specific subjects/topics vary based upon each community perspective member’s unique experience. The DEI Office coordinates community perspectives speakers.

The Office met with the Community, Equity, Health, and Justice Committee (CEHJ) Chair Hurt, Director Rice, and Sr. Deputy Executive Officer Eady to discuss the CEHJ Workplan for 2023. A portion of the discussion included developing a meeting calendar including topics of interest by quarter for the rest of the calendar year.

The Office provided support at the Community Advisory Council (CAC)’s bi-monthly meetings. Meeting topics included a vote to send the CAC Charter to the Community, Equity, Health, and Justice Committee for approval and a discussion on the CAC Workplan for 2023-2024.

**DE&I Strategies/Activities**

For the 1st quarter of 2023, the Office updated its demographic analysis report that includes all Air District employees by gender and race/ethnicity compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the data within the report:

\*Bay Area - ACS

Ethnicity/Race	
American Indian/Alaskan Native	1%
Asian	24%
Black or AA	5%
Hispanic or Latino	20%
Unknown or Other	4%
White	47%

Air District

Ethnicity/Race - All Air District	
American Indian/Alaskan Native	1%
Asian	41%
Black or AA	8%
Hispanic or Latino	9%
Other	1%
White	39%

\*Bay Area - ACS

Gender	
F	50%
M	50%

Air District

Gender	
F	44%
M	56%

Note: Figures shown (+/- 1% due to rounding)

\*ACS is the American Community Survey Census Bureau’s 5 yr. average (age 18-64) for the SF Bay Area



The Office met with Language Equity and Access Partners (LEAP) to discuss the next steps and task orders to assist the Air District complete the Language Access Plan. The Office participated in and coordinated interviews between LEAP and various staff members to identify Air District strengths and opportunities for improvement as related to serving the community. In addition, the Office worked with Phil Martien, Assessment, Inventory, & Modeling Director, to discuss GIS mapping for the population and languages spoken data collected from LEAP. As part of a complainant agreement with the Environmental Protection Agency (EPA), the Air District is working on updating our Language Access Plan.

The Office worked with the Employee Association leadership team to discuss agreed upon equitable and inclusive language for future Air District job postings. The discussion and best practices focused on ensuring the Air District adhered to providing reasonable accommodation for people with disabilities. According to the Americans with Disabilities Act (ADA), a “reasonable accommodation” is a modification to the hiring process that makes it accessible for people with disabilities.

In honor of Black History Month, the Air District welcomed Dr. Bruce Strouble, a professional sustainability advocate, anti-racism educator and community organizer. Dr. Strouble’s gave a presentation regarding his work focused on pursuing environmental justice and improving political participation in African American communities.

In honor of Black History Month, the Office presented Black Expo 2023. This annual event is primarily a vendor fair for African American vendors. Participating vendors were provided an opportunity to showcase their array of products and services to staff. The event began with a presentation on the history and evolution of Black businesses from yesterday to today.

The Office met with the statewide Diversity, Equity, and Inclusion group consisting of DE&I representatives from air districts across CA and the California Air Resources Board (CARB). The group discussed partnership opportunities and best practices for Women’s History Month events in March.

The Office met with staff from the Communications Division to design a strategy for integrating diversity, equity, and inclusion messaging within the Agency’s social media platforms.

### **Community Engagement/DEI Strategies**

The Office met with the Participatory Budget (PB) Team to discuss participatory training for staff and community members. Participatory budgeting is a democratic process that allows community members to directly participate in budget-related decision making, i.e., community members decide how to spend a defined portion of a government agency’s budget.

The Office met with Executive Officer/APCO Fine, Sr. Deputy Executive Officer Eady and various community advocates to discuss community member concerns specifically related to the African American communities in Vallejo, Rodeo, and Bayview/Hunters Point. Community members shared their thoughts on ways to further support and develop equitable outcomes.

The Office met with the Technology Implementation Office (TIO) to discuss integrating equity into decision making for current projects in Climate Tech Finance. TIO has continued to be a leader in piloting efforts within this space utilizing an equity toolkit to support equitable outcomes to close demographic disparities.

The Office met with the Equity Resource Team to further refine the drafted Racial Equity Toolkit focused on creating a pathway/process for the Air District to factor in equity into all decision making related to policy, practices and programs, and budgets, where applicable.

**Human Resources/DEI Strategies**

The Office met with the Cultural Advisory Team and members of the Air District Mentorship Development Team for the Air District’s inaugural formalized Mentorship Development Program. The initial program has begun with a six-to-nine-month pilot program before formally introducing to the entire Agency. Mentors were required to attend training courses beforehand to ensure program effectiveness and success.

The Office worked with Interim Chief Administration Officer Chiladakis and the Anti-Bully Taskforce Team to draft the Air District’s first Anti-Bullying policy. The proposed policy defined bullying as a form of discourteous treatment. Bullying is non-physical abusive, inappropriate, and/or unwanted conduct perpetrated by one or more employees targeting an employee or group of employees, that adversely impacts the target’s mental or physical health, and results in a harmful workplace for the target.

The Office participated in Meet and Confer meetings between Human Resources and the Employee Association regarding the Distributed Workforce Policy. The Office provides an equity lens during the discussions.

**DEI Communications/Newsletter**

The Office continued to provide educational and informational content on the Public Bulletin Board and within the Air District Employee Newsletter on a biweekly basis. Communication covered a range of topics such as Lunar New Year, Black History Month, Women’s History Month and a host of additional educational topics and information to build cultural awareness.

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

**Key Performance Indicators** for the period of January 1st through March 31st, 2023.

<i>Project Activity</i>	<i>Qty.</i>	<i>Total Amount</i>
New Applications Evaluated	21	\$ 4,126,623
New Contracts Executed	20	\$ 9,066,486
Approved Changes to Projects (Contracts Amended)	23	\$ 1,039,300
Grantee Payments Processed	30	\$11,571,080

<i>Program Activity</i>		<i>Qty.</i>	<i>Description</i>
Funding Agency Disbursements: Funds Received from CARB		3	<ul style="list-style-type: none"> <li>• \$20,162,557.72 – CAP Year 5</li> <li>• \$1,159,150 – Carl Moyer State Reserve Year 23</li> <li>• \$997,300 – VW ZE F&amp;M</li> </ul>
New Funding Contract Executed with CARB		1	<ul style="list-style-type: none"> <li>• \$14,506,087 – CMP Year 25</li> </ul>
Reports	Submitted to CARB	3	<ul style="list-style-type: none"> <li>• VW ZEF&amp;M and VW LDV Quarterly Progress Report and Semi-Annual Fiscal Report.</li> <li>• ZE Ferry Quarterly Progress Report</li> </ul>
	Submitted to EPA	1	EPA TAG quarterly report

### **Program Activities Overview**

The Strategic Incentives Division administers over \$100M in annual revenue under various incentive programs primarily for grants to businesses and public agencies for clean air projects. Under all of these programs, staff regularly conduct administrative activities that involve evaluation of applications received, drafting contracts for recommended projects, inspecting existing (baseline) and new (funded) equipment, processing reimbursement requests for recently completed projects, submitting disbursement requests and progress reports to funding sources (e.g., CARB), and participating in coordination meetings and educational/informational events. Staff also monitor projects that are in the operational phase for up to 10 years after funding has been paid, close out projects that completed their contractual obligations, and when necessary, take enforcement action for non-compliant projects.

Staff conduct region-wide outreach, as well as focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other highly impacted areas to maximize emissions reductions in those areas. Staff also provide additional outreach to target projects that will deploy zero-emission equipment and infrastructure where possible.

### **Key Program Updates, Accomplishments, and Milestones**

**Heavy-duty Diesel Emissions Reductions Grant Program** – In cooperation with the California Air Resources Board (CARB), the Air District administers revenues and guidelines that are established by CARB for the following programs /grant revenue sources:

- **Carl Moyer Program (CMP)**
- **Mobile Source Incentive Fund (MSIF)**
- **Funding Agricultural Replacement Measures for Emission Reductions (FARMER)**
- **Community Air Protection Incentives (CAP)**

Collectively referred to as Carl Moyer program grants, these programs provide funding to reduce emissions from existing heavy-duty engines, primarily in the mobile source sector, including on-road trucks and buses, school buses, off-road, agricultural, and marine equipment, and locomotives by replacing these with cleaner, new equipment, including zero-emission equipment and supporting infrastructure when eligible. Applications are accepted through an online CMP application portal on a first-come, first-served basis.

On September 19, 2022, the Air District began accepting applications for Year 23 cycle on a first-come first-served basis and approximately \$15 million has been awarded. During this quarter, staff began planning for the closure of the current solicitation and opening of Year 24, scheduled for summer 2023.

- **CAP Year 5 disbursement:** On January 6, 2023, staff received the initial disbursement from CARB for CAP Year 5, including \$17,800,000 in project funds and \$2,362,557.72 in administrative funds for a total of \$20,162,557.72.
- **CMP Year 25 Grant Agreement with CARB:** On February 22, 2023, CARB executed contract # G22-MO-02 with the Air District for a CMP Year 25 (fiscal year 2022-2023) grant in the amount of \$14,506,087, including \$13,599,457 in project funds and up to \$906,630 to be used for administrative funds. This grant also requires Air District matching funds of \$2,175,913, which the Air District has committed funding from its Mobile Source Incentive Fund.
- **Application to CARB for CMP Year 25 State Reserve funds:** On March 16, 2023, the Air District submitted an application to CARB requesting \$3,000,000 in CMP Year 25 (fiscal year 2022-2023) State Reserve funds. The CARB solicitation specifies that the funds may be used to fund zero-emission truck projects under the Voucher Incentive Program.
- **Amendment to FARMER Year 2 agreement with CARB:** On March 16, 2023, the Air District submitted an executed amendment to CARB that extends the liquidation period by two years and adds new terms and conditions required by CARB.

**Transportation Fund for Clean Air (TFCA)** – Funded through a \$4 surcharge on motor vehicles registered within the nine Bay Area counties to implement projects that reduce on-road motor vehicle emissions within the Air District’s jurisdiction. Sixty percent (60%) of these funds are awarded directly by the Air District’s Regional Fund and are primarily used to fund zero-emission equipment and infrastructure projects. The other forty percent (40%) is passed-through and awarded by the nine designated Bay Area agencies through the County Program Manager (CPM) Fund.

Staff opened a solicitation for the **Regional Fund** on September 19, 2022, with over \$12 million available for eligible on-road projects, including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. During this quarter, staff coordinated with external auditors on the performance review of projects that were closed and paid out in the prior year.

Staff also continued to liaise with to the county representatives who administer the **County Program Manager Fund** to provide programmatic support, facilitate workgroup meetings, receive input to inform future policy updates, and answer questions. Staff also coordinated with the external auditors who are conducting a performance review of TFCA County Program Manager sponsored projects that were closed and paid out in the prior year.

- On February 9, 2023, Air District staff presented a webinar for stakeholders on the proposed updates to the FYE 2024 TFCA policies.
- **Audit #23:** On February 28, 2023, the Air District signed two management representation letters for the auditors regarding the TFCA Regional Fund agreed-upon procedures and financial audit for projects and programs that were completed by June 30, 2021.

**Proposition 1B Goods Movement Program (GMP)** – The GMP is a partnership between the CARB and local agencies that was created in 2008 that works to reduce diesel emissions and health risk from freight movement vehicles and equipment that operate along the California trade corridors by providing grants to vehicle and equipment owners for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and for the installation of shore power equipment. Grants are awarded through a competitive process whereby the Air District evaluates applications and generates a ranking list based on the state adopted guidelines, and CARB provides oversight and approval of recommended projects. During this quarter staff continued to contract off-road projects in the ranking lists approved by CARB. With anticipated project fall-out due to the pandemic and the passage of compliance deadlines, there may be up to \$20 million in remaining funds to be reprogrammed in the coming year.

**Volkswagen (VW) Environmental Mitigation Trust Fund Program** - The VW Environmental Mitigation Trust is a national program that in California will award approximately \$360M between 2020 and 2025 statewide to eligible projects that mitigate the excess nitrogen oxide emissions caused by VW’s use of illegal emissions testing defeat devices. Under contract to CARB, the San Joaquin Valley, South Coast, and Bay Area air districts are each administering a portion of the VW Program funding, with the Bay Area Air District responsible for administering two VW-funded programs on a statewide basis:

- \$10 million for the installation of new public **light duty vehicle infrastructure (LDI)**, including electric and hydrogen fueling stations.
- \$70 million for the scrap and replacement of heavy-duty forklifts, airport ground support equipment, port cargo-handling equipment, engines of marine vessels, and the installation of shore power systems for ocean going vessels to be awarded in two installments through the **Zero-Emission Freight and Marine (ZEFM) Program**.

During this period, staff continued to administer these three VW programs:

- **LDI – Hydrogen-Fueling Stations** – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to five stations. Two of these stations will be located in the Bay Area and construction is anticipated to be completed in 2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.

- ***LDI – Electric Vehicle (EV) Stations*** - A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the district has executed contracts with grantees for \$4.8 million and will work to contract the remaining funds by early 2023.
- ***ZEFM Program*** – On September 29, 2022, staff opened a State-wide solicitation with up to \$25 million available to eligible off-road freight and marine equipment to scrap and replace with zero-emissions equipment. Staff also continued to work with CARB on updates to the program Implementation Manual and guidance, and recommendations for improving the administration and eligibility requirements for the VW ZEFM program.

**Zero-Emission Hydrogen Ferry Demonstration Project** – This project, funded by CARB in 2018 and administered by the Air District, aims to demonstrate the feasibility of hydrogen fuel-cell technology for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. Construction on the ferry began in November 2018, the ferry arrived in San Francisco Bay in mid-March, and it is expected to launch by Q3 of 2023. During this period, staff continued to monitor the project’s status and host meetings with CARB and other project partners to review technological, regulatory, and cost challenges experienced by the project sponsor.

**Clean HEET (Woodsmoke Reduction) Incentive Program** – The Clean Heating Efficiently with Electric Technology, or Clean HEET, Program will offer homeowners grant funding to offset a portion of the cost to replace woodstoves and fireplace-inserts with zero-emission heat pumps. This program is funded by the Environmental Protection Agency (EPA) Targeted Airshed Grant (TAG) program and is tentatively scheduled to open in summer 2023. The program will be available to homeowners throughout the Bay Area with prioritization of projects that occur in communities with the highest rates of air pollution and that can achieve the greatest emissions reductions.

During this period, the Air District received approval from the EPA on updates to its program workplan and submitted the TAG 2022 4th-quarter report to the EPA. In addition, staff worked with an IT contractor to continue updating the program’s grant management system, prepared solicitation and outreach materials, and attended monthly Residential Wood Smoke Working Group meetings hosted by EPA.

**Other Highlights, Accomplishments, and Updates:**

- **At-Berth Remediation Fund Administrators meeting:** On January 20, 2023, staff received a proposed Memorandums of Understanding (MOU) from CARB for the Air District to serve as the local Fund Administrator for any funds that accrue into this new fund. On March 7 and 8, 2023, staff met with staff from other air districts that have received draft MOUs from CARB to discuss the terms and conditions contained in the MOU and collaborated on next steps to provide recommended changes to these terms to CARB.
- **Incentive Program Outreach Webinars:** Staff gave presentations and held Q&A sessions with potential applicants to discuss grant funding to upgrade older heavy-duty equipment and for installation of zero-emissions infrastructure. The webinars covered the following topics:
  - February 2, 2023 – Overview of funding opportunities for all project categories, incentive program requirements, eligibility, and application process, with over 100 attendees

- February 23, 2023 – Funding opportunities for off-road and agricultural equipment and infrastructure, with over 40 attendees
- March 15, 2023 - Funding opportunities for cargo handling equipment, with over 40 attendees
- **Presentation to the Port of Oakland-hosted 2020 and Beyond Technical Working Group:** On March 7, 2023, staff presented information about the TFCA program funding opportunities to work group attendees.
- **Bay Area Clean Air Foundation:** On March 23, 2023, staff presented the annual report to the Bay Area Clean Air Foundation Board. At this meeting, the new officers, and directors for 2023 were recommended for election.
- **Community Electrification Committee Meeting:** On March 24, 2023, staff attended the meeting hosted by the Port of Oakland to learn about and discuss their electrification plans for equipment that operates at the Port, to hear updates on proposed new projects and progress on applications for funding.

**Air District-hosted meetings, events, and outreach:**

<u>Topic</u>	<u>Event/ Outreach Type</u>	<u>SID Role</u>	<u>Date</u>
True Zero Station Development Status Call with Investors	Meeting	Attended	1/10/23
Transportation Fund for Clean Air County Program Manager Work Group	Meeting	Hosted	1/31/23
AB617 Path to Clean Air Steering Committee Meeting	Meeting	Panelist	2/27/23
Meeting with BNSF Railway– Richmond and Oakland focus	Meeting	Hosted	3/9/23

**External meetings and events attended:**

<u>Topic</u>	<u>Event/ Outreach Type</u>	<u>SID Role</u>	<u>Date</u>
2020 and Beyond Technical Working Group	Meeting	Attended	Monthly
ZEB Transition Collaborative	Meeting	Attended	1/17/23
CARB Zero-Emission Forklift Rulemaking	Meeting	Attended	1/24/23
CARB Public Work Group Meeting to Discuss Clean Mobility Investments Implementation	Meeting	Attended	3/9/23
EBCE Zero Emission Medium and Heavy-Duty Goods Movement Blueprint	Meeting	Attended	3/16/23
DOE H2 Refueling Barge overview and update	Meeting	Attended	3/16/23
Inflation Reduction Act: Charging and Fueling Infrastructure Discretionary Grant	Meeting	Attended	3/21/23

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

***Air Quality Forecasting***

	# of Days	Dates
Spare the Air alerts called for ozone	0	
Spare the Air Alerts called for PM <sub>2.5</sub>	0	
Exceedances of the national 8-hour ozone standard (70 ppb)	0	
Exceedances of the national 24-hour PM <sub>2.5</sub> standard (35 µg/m <sup>3</sup> )	0	

During the first quarter of 2023, multiple storm systems moved through the Bay Area, generating above normal rainfall and strong winds, keeping air quality generally Good. No Spare the Air alerts were declared and no exceedances observed.

**Laboratory**

The laboratory continues to operate on a rotation to limit the number of people indoors at the same time, performing support for critical ambient air monitoring programs including PM<sub>10</sub>, PM<sub>2.5</sub>, PM<sub>coarse</sub>, SASS, toxics canisters, and aldehydes.

During the first quarter, in addition to the routine work listed above, the laboratory has performed analysis on Compliance & Enforcement and Source Test samples. The lab team has also performed more cross-training, documentation, streamlining via digitalization, performed a recruitment to backfill a vacancy, and has prepared for upcoming “return to office” plans.

**Regulatory Air Monitoring**

Twenty-nine (29) air monitoring sites were operational during the first quarter of 2023.

**Napa – 1732 Jefferson** (new location after lease for previous site was terminated by landowner). Permits and drawings to modify the site for equipment installations are currently under review with District staff and the approved contractor.

**Air Monitoring in Communities Near Refineries** - Electrical connections were installed and reviewed at the new station that has been secured for installing a new community air monitoring station in Benicia.

**Community Monitoring**

Staff continues to perform testing and upgrades of the Air Monitoring Van in anticipation of East Oakland community monitoring under the EPA ARP grant. Method detection limits were determined and documented for all analyzers aboard the Air Monitoring Van. In association with the Air Quality Analysis group, we began generating the public data set for the Path to Clean Air Community Air Monitoring Plan (including Richmond, North Richmond, and San Pablo) and associated technical documentation. Planning and acquisition of assets for a portable monitoring platform continued. A new facility located in Oakland was identified to base community monitoring operations more centrally in the Bay Area Portable Air Quality Monitor (PAQMon) buildout was completed.



## **Performance Evaluation**

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (23 monitoring stations, 94 parameters).

- The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers). The PE Section, working with the C&E Division, developed a schedule so that six (6) TVAs are calibrated by our section each month.
- Several auditing standards were transported to CARB for regularly scheduled certification.
- Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H<sub>2</sub>S) and sulfur dioxide (SO<sub>2</sub>) gas-analyzers were conducted at Marathon Martinez (PBF Energy/Martinez Refinery Company), Chevron, and Valero Refineries. All gas-analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- The section is investigating NO<sub>y</sub> instrument auditing at the Livermore - Portola Site.
- Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.
- The section conducted ozone transfer standard performance comparisons with the Air-monitoring Section. The standards were very close in accuracy.
- Mike Chan performed acting-manager and acting-supervisor duties; William Pochereva performed acting-supervisor duties during the month.
- The QA Officer joined the group on audits during the month of February.
- The section is working through changing gas analyzer audit levels per the EPA's TSA finding.
- The supervisor is consolidating and identifying stored equipment, categorizing essential and surplus items, in anticipation of the section's move to the new location on Lakeside Drive (HQ East).

## **Air Quality Analysis**

Monitor Network Planning and Data Analysis

- Continue to coordinate with NACAA Monitoring Steering Committee and US EPA on planning air monitoring program improvements and emerging air toxics issues.
- Refinery fenceline air monitoring plans (Rule 12-15):
  - Posted refinery H<sub>2</sub>S monitoring plans on Air District website for public review and comment and continued District review of whether those plans meet District requirements in the rule and guidelines.
- Presented initial information about the PN<sub>2.5</sub> NAAQS and monitoring data to the Advisory Council (January 30, 2023).
- Prepared draft 2023 Annual Network Plan.
- Analyzed FEM vs FRM data at the Concord site.
- Briefed AD executive management and staff on analysis work with DTSC regarding the Schnitzer Steel facility.
- Attended the CAPCOA Monitoring Committee meeting in Diamond Bar and met with South Coast AQMD about local scale monitoring programs and air sensor data systems (January 25, 2023 – January 27, 2023).

- Attended the NACAA Monitoring Steering Committee Meeting to participate in discussions with U.S. EPA and other state and local agencies on the future evolution of air monitoring and emerging air monitoring related issues (January 31, 2023 – February 2, 2023).

#### AB 617: Richmond-North Richmond-San Pablo Path to Clean Air Implementation of the Community Air Monitoring Plan (CAMP)

- Continued final documentation of CAMP air toxics monitoring study design, monitoring methods, and findings.
- Coordinated with Air Monitoring Special Projects team on preparing the CAMP air toxics monitoring study data for public release.

#### Support the Community Emissions Reduction Plan (CERP) Development

- Documented monitoring information, analyses, and insights for CERP chapters, including material for an air quality overview and to support categories of key air quality issues.
- Continued to provide monitoring information and help develop strategies for the Fuel Refining and Cross Cutting- Monitoring and Underreported Dangers Ad Hoc groups.

#### AB 617: East Oakland CERP Development

- Provided comments on monitoring and source test portions of the initial air quality problem statements drafted by CBE.

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

- Eastern SF / Bayview-Hunters Point
  - Participated in the BVHP EJ Task Force Meeting (March 15, 2023).
  - Facilitated Bay Air Center support for Greenaction sensor network.
    - Ongoing coordination with Greenaction staff technical support, including review of sensor network data.
  - Ongoing coordination with U.S. EPA on air monitoring oversight at the Shipyard Superfund site to provide comments on the format of providing monitoring data to the public with context.
- East Oakland
  - Submitted revised project narrative to EPA for EPA-funded grant project.
- Support for Communities seeking funding for air monitoring and data projects.
  - Helped several community groups scope technical air quality projects for submitting proposals to seek funding from CARB Community Air Grant and U.S. EPA EJ Community Problem Solving Grant programs. The Air District also provided letters of commitment to support these projects if funded.
  - Continue to develop the community technical support program through the Bay Air Center and plan for future growth in types of requests that can receive support.

#### Technical Advising to Air District Divisions, the Board, and other agencies

- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for seven (7) new and revised Asbestos Dust Monitoring Plans. Provided feedback on the NOA FAQs for air monitoring.

## **Source Test**

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB-617, Regulation 11-18 and emission inventory improvement.
- Oversight of the Regulation 12-15 fence line monitoring programs and implementation of hydrogen sulfide monitoring requirements.
- Continued refinery CEMS compliance audits in partnership with the Compliance and Enforcement Division.
- Partnered with Compliance and Enforcement Division on priority investigations.
- Worked with Legal regarding ongoing settlement agreements.
- Participated in Rule 8-8, 9-4 and 9-6 workgroups.
- Reviewed stakeholder comments on South Bay Odor Attribution Study draft reports.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Continued development of source test prioritization system and review of current practices.
- Source tests conducted:
  - Conducted FTIR field trial and continued expansion of analysis software reference library.
  - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
  - Performance of source tests to determine emissions of particulate matter.
  - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
  - Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
  - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
- Technical advising to Air District Divisions:
  - Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
  - Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
  - Advice to the Rules Section on upcoming rule development efforts.
  - Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

## **Recruitment News**

### **New Hires and Promotions**

- Richmiel Dela Torre, promoted to Air Quality Laboratory Technician II

**EXTERNAL AFFAIRS**  
**L. FASANO, OFFICER**

**Commuter Benefits Program**

External Affairs worked with Metropolitan Transportation Commission (MTC) on the Request for Proposals (RFP) for the Commuter Benefits Program. The RFP was released on Dec 22, 2022. The proposer's conference was held on January 5, 2023.

Proposals were due on February 1, 2023. The External Affairs Officer and staff reviewed and scored the proposals. External Affairs provided input to MTC on February 16, 2023.

MTC's current contractor, WSP along with several sub-contractors, was the only applicant. The evaluation panel, including External Affairs staff, found the proposal to be sufficient and voted to submit the proposal with the California Department of Transportation and MTC's board of directors.

On April 5, 2023, Caltrans approved the public interest finding in favor of WSP, allowing MTC to select WSP's contract. The contract was approved by MTC's Commissioners at the April 14, 2023, Operations Committee meeting.

Staff met on March 16, 2023, with MTC and Slalom contractors working on transitioning the Commuter Benefits Program database to the new Salesforce application to discuss the Air District's goals for the Commuter Benefits Program database integration with the new Salesforce system.

Staff coordinated with MTC on a letter for the Commuter Benefits Program to employers to confirm local addresses for a 2014 list of non-respondents. Eight hundred (800) employers were identified who began the registration process but never completed it. MTC's contracting staff sent the letter with USPS delivery confirmation to the 800 employers at the end of February. MTC contracting staff have been collecting mail confirmation receipts during March and April to confirm which of these 800 employers are still active in the Air District's jurisdiction and required to comply.

External Affairs Staff is updating the Air District's enforcement approach for the Commuter Benefits Program. Compliance advisories and records request letters have been updated. Enforcement action is scheduled to restart in late spring or early summer.

**Flex Your Commute Program**

In January 2023, External Affairs worked with contractor Keough Consulting to develop an action plan to promote commute partnerships between employers and employees.

In February 2023, External Affairs received a presentation from Polytechnic Marketing group regarding *Flex Your Commute* messaging options. Keough Consulting also provided an overview of goals and strategies for promotion.

In March 2023, the External Affairs Officer met with Keough Consulting and Circlepoint to review recommended updates for the *Flex Your Commute* web pages. External Affairs met with the Air District's webteam to review recommended updates for the Flex Your Commute web pages and discuss purchasing a *Flex Your Commute* URL.

External Affairs met with the Communications Division to discuss social media accounts for *Flex Your Commute*, and the messaging campaign.

A contact list for networking opportunities for Bay Area commute coordinators is currently being assembled.

### **Distributed Work Force Policy Efforts**

In January 2023, the External Affairs Officer met with the Remote Work Task Force (RWTF) to work through five substantive edits to the Distributed Workforce Policy.

The External Affairs Officer has been coordinating with the Acting Chief Administrative Officer and the administrative implementation team on the logistics of implementing the Distributed Workforce Policy.

### **Air District Sponsorship Policy**

External Affairs staff compiled a spreadsheet of all Air District sponsorship agreements made in the 2021 and 2022 calendar years. The spreadsheet detailed the divisions responsible for each sponsorship agreement, the amount of sponsorship funding, and any Air District benefits noted in the sponsorship agreements. This information was presented to the interim Chief Operating Officer in February 2023.

In March 2023, External Affairs staff finalized a draft Air District Sponsorship Policy for Chief Operating Officer and Acting Chief Administrative Officer.

In March 2023, the External Affairs Officer, the COO, acting CAO, and Communications Officer met to discuss sponsorship contracts and the process moving forward. Attendees agree that a form is required that accompanies sponsorship contracts. The form will identify the reason for sponsorship, and the benefits to the Air District, Air Quality, Public Health that will be furthered by partnering with a given organization. External Affairs is currently drafting the form and will forward it to COO, CAO, and Communications for review.

### **Remote Board Meeting Planning**

In coordination with Executive Operations Manager Vanessa Johnson's team, External Affairs researched venues for hybrid board meetings in the north and south bay.

The External Affairs Officer prepared a memo with considerations for remote board meeting at multiple locations for Board review in Late Spring, early Summer.

**Parking Cash Out**

In January 2023, External Affairs and Legislative Affairs staff met with representatives from the Silicon Valley Leadership Group and San Francisco Municipal Transportation Agency to discuss the viability of a proposed amendment to California’s parking cash out law.

In March, External Affairs finalized and provided a white paper on the State of California’s Parking Cash Out Law to the Chief Operating Officer and the Executive Officer.

**EVENTS | CONFERENCES | SPONSORSHIPS**

February 2023	Staff instigated a sponsorship agreement for Acterra’s event: Business Environmental Awards, scheduled for May 2023. As well as the Climate Lecture Series scheduled throughout 2023.  Staff instigated a sponsorship agreement for A&WMA (Air & Waste Management Association) 116th Annual Conference and Exhibition. The conference is in Orlando, Florida scheduled from June 5th through June 8th.
March 2022	Staff prepared a sponsorship agreement contract for The Climate Center Policy Summit for \$5000. Members of the Air District’s Climate team will attend the event.  Staff processed and paid invoice for a shared sponsorship agreement with California Air Pollution Control Officers Association (CAPCOA) for the Coalition for Clean Air Toast Clearing the Air event on March 8 in Sacramento. Sponsorship provided the Air District with 2 entry tickets into the Toast to Clearing the Air event in Sacramento on March 8.

<b>STATISTICS</b>			
<b><u>Administrative Services:</u></b>		<b><u>Human Resources:</u></b>	
<b>Accounting/Purchasing/Comm.</b>		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1434	Management Projects (Hrs.)	400
Purchase Orders Issued	583	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	5250	Training Sessions Conducted (Group)	5
Contracts Completed	91	Training Sessions Conducted (Individual)	12
RFP/RFQ	13	Applications Processed	227
		Exams Conducted	17
<b><u>Executive Office:</u></b>		New Hires	11
APCO'S Meetings Attended	287	Promotions	13
Board Meetings Held (including Budget Hearing and CAF)	5	Separations	7
Committee Meetings Held	9	Payroll Administration (hrs)	900
Advisory Council/Community Advisory Council Meetings Held	3	Safety/Wellness Administration	150
Hearing Board Meetings Held	0	Inquiries	4000
New Variances Received	1 (withdrawn)		
		<b><u>Communications and Public Information:</u></b>	
<b><u>Information Systems:</u></b>		Responses to Media Inquires	38
New Installation Completed	16	Events Staffed with Air District Booth	5
PC Upgrades Completed	24		
Service Calls Completed	745	<b><u>Community Engagement:</u></b>	
		Presentations Made	7
<b><u>Facility/Vehicle:</u></b>		Visitors	0
Request for Facility Service	50	Air District Tours	0
Vehicle Request(s)	14	Community Meetings Attended	11
Vehicle Maintenance/Service/Repair(s)	53		

**STATISTICS (cont'd)**

<b><u>Compliance Assurance Program:</u></b>		<b><u>Compliance and Enforcement Division:</u></b>	
Industrial Inspections Conducted	784	<b><u>Enforcement Program</u></b>	
Gas Station Inspection Conducted	292	Violations Resulting in Notices of Violations	235
Asbestos Inspections Conducted	455	Violations Resulting in Notice to Comply	38
Open Burning Inspections Conducted	0	New Hearing Board Cases Reviewed	0
PERP Inspections Requested	97	Reportable Compliance Activity Investigated	211
PERP Inspections Conducted	3	General Complaints Investigated	501
BUGs Inspections Conducted	0	Wood Smoke Complaints Received	346
Mobile Source Inspections	0	Mobile Source Violations	0
Grant Inspections Conducted	37		
SF Restaurant Complaints	3	<b><u>Compliance Assistance and Operations Program:</u></b>	
		Asbestos Jobs Received	1461
		NOA Plans Received	6
<b><u>Engineering Division:</u></b>		NOA Plans Approved	6
Annual Update Packages Completed	749	NOA Inspections Conducted	109
New Applications Received	297	Coating and other Petitions Evaluated	10
Authorities to Construct Issued	147	Open Burn Notifications Received	830
Permits to Operate Issued (New and Modified)	97		
Permit Exemptions (Entire application deemed exempt)	3		
New Facilities Added	154	<b><u>Meteorology Measurements &amp; Rules:</u></b>	
Registrations (New)	12	<b><u>Laboratory</u></b>	
Health Risk Assessments (HRA)	86	Analyses Performed	1,358
		Inter-Laboratory Analyses	0
		<b><u>Ground Level Monitoring (GLM)</u></b>	
		Jan. – Mar. Ground Level Monitoring SO <sub>2</sub> Excess Reports	0
		Jan. – Mar. Ground Level Monitoring H <sub>2</sub> S Excess Reports	0



<b>STATISTICS (cont'd)</b>			
<b><u>Continuous Emissions Monitoring (CEM)</u></b>		<b><u>Meteorology Measurements &amp; Rules:</u></b>	
Indicated Excess Emission Reports Evaluated	81	<b>1st Quarter 2023 Ambient Air Monitoring</b>	
Monthly CEM Reports Reviewed	67	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Indicated Excesses from CEM	65	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Field Accuracy Tests Performed	4	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	0
<b><u>Source Test</u></b>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	0
Total Source Tests	45		
Pending Source Tests	0	<b>Particulate Totals, Year to Date 2023</b>	
Further Evaluation Notices Recommended	23	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Contractor Source Tests Reviewed	4,302	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Outside Test Observed	30	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
Further Evaluation Notices Recommended After Review	22		
Contractor Source Test Protocols Reviewed	51	<b>Ozone Totals, Year to Date 2023</b>	
Contractor Source Tests invalidated	51	Days Exceeding State 1-Hour Ozone Std.	0
		Days Exceeding Nat'l 8-Hour Ozone Std.	0
<b>1st Quarter 2023 Agricultural Burn Days</b>		Days Exceeding State 8-Hour Ozone Std.	0
Jan. – Mar. Permissive Burn Days-North	88		
Jan. – Mar. No-Burn Days-North	2		
Jan. – Mar. Permissive Burn Days-South	89		
Jan. – Mar. No-Burn Days-South	1		
Jan. – Mar. Permissive Burn Days-Coastal	88		
Jan – Mar. No-Burn Days-Coastal	2		

**These facilities have received one or more Notices of Violations  
Report period: January 1, 2023 – March 31, 2023**

<b>Alameda County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2/23/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
2/23/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
1/24/2023	A0059	University of California, Berkeley	Berkeley	Non-Compliance; Major Facility Review
3/27/2023	A0123	Berkeley HMA	Berkeley	Failure to Meet Permit Conditions
1/11/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
1/26/2023	A8391	Western Digital Technologies	Fremont	Failure to Meet Permit Conditions
2/8/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
2/15/2023	B2989	Mattson Technology, Inc	Fremont	No Permit to Operate
3/2/2023	B4533	E Ink California, LLC	Fremont	Parametric Monitoring and Recordkeeping Procedures
3/29/2023	FB747	SFD	Fremont	Asbestos; Written Plan or Notification
1/17/2023	A5095	Vasco Road Landfill	Livermore	Non-Compliance; Major Facility Review
3/21/2023	A1190	Safety-Kleen of California, Inc	Newark	Periodic Testing
3/21/2023	A1190	Safety-Kleen of California, Inc	Newark	Periodic Testing
3/27/2023	A1190	Safety-Kleen of California, Inc	Newark	Failure to Meet Permit Conditions
3/16/2023	B2691	Berkeley Millwork & Furniture Co	Oakland	Failure to Meet Permit Conditions
3/16/2023	B2691	Berkeley Millwork & Furniture Co	Oakland	Wood Products Coatings Recordkeeping Requirements
3/16/2023	B2691	Berkeley Millwork & Furniture Co	Oakland	Wood Products Coatings Solvent Evaporative Loss Minimization
3/30/2023	A1371	Dublin San Ramon Services District - Wastewa	Pleasanton	Failure to Meet Permit Conditions
1/17/2023	B8476	San Francisco Public Utilities Commission	Sunol	GDF Phase I Equipment Not Maintained
<b>Contra Costa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
3/13/2023	E3777	Big House Beans	Antioch	Failure to Meet Permit Conditions
3/7/2023	A8930	California Department of Water Resources	Byron	Failure to Meet Permit Conditions
3/7/2023	A8930	California Department of Water Resources	Byron	Failure to Meet Permit Conditions
1/18/2023	A9722	Acme Press, Inc dba Calitho	Concord	Failure to Meet Permit Conditions
3/20/2023	Y6072	Arco	Concord	GDF Phase II Equipment Not Maintained
3/20/2023	Y6072	Arco	Concord	GDF Phase I Requirements
3/23/2023	FB707	SFD	Danville	Demolition, Renovation, and Removal Requirement
1/4/2023	FB785	Roberts John E	Lafayette	Mandatory Burn Ban
1/5/2023	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
1/5/2023	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
1/9/2023	A0011	Martinez Refining Company LLC	Martinez	Public Nuisance
2/1/2023	A0011	Martinez Refining Company LLC	Martinez	Particulate Matter - Visible Partides
2/2/2023	A0011	Martinez Refining Company LLC	Martinez	Public Nuisance
2/2/2023	A0011	Martinez Refining Company LLC	Martinez	Excessive Visible Emissions
2/8/2023	FB580	Alhambra Petrol, Inc	Martinez	GDF Phase II Equipment Not Maintained
2/17/2023	A0011	Martinez Refining Company LLC	Martinez	Flares at Refineries - Determination and Reporting of Cause
2/17/2023	A0011	Martinez Refining Company LLC	Martinez	Flares at Refineries - Determination and Reporting of Cause
3/1/2023	FB727	Alhambra 76	Martinez	GDF Record Keeping Requirements
3/17/2023	FB717	Martinez Valero	Martinez	GDF Phase II Requirements
1/17/2023	FB537	Bedrock Pinole Chevron #4014	Pinole	GDF Phase II Requirements
1/18/2023	A1194	Pinole-Hercules Wastewater Treatment Plant	Pinole	No Permit to Operate
1/18/2023	A1194	Pinole-Hercules Wastewater Treatment Plant	Pinole	No Authority to Construct
2/21/2023	Z5214	Kirby Pinole	Pinole	GDF Phase I Equipment Not Maintained
1/24/2023	B2095	Delta Energy Center	Pittsburg	Non-Compliance; Major Facility Review
1/24/2023	B1866	Los Medanos Energy Center	Pittsburg	Non-Compliance; Major Facility Review
3/28/2023	A0031	Cortevea Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
1/26/2023	S6791	Shell Station	Pleasant Hill	GDF Phase I Equipment Not Maintained
1/6/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
2/1/2023	A2482	City of Richmond Wastewater Treatment Plan	Richmond	Public Nuisance
2/1/2023	A2482	City of Richmond Wastewater Treatment Plan	Richmond	Public Nuisance
2/6/2023	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
2/16/2023	A0927	AAK USA Richmond Corp	Richmond	Failure to Meet Permit Conditions
2/16/2023	A0927	AAK USA Richmond Corp	Richmond	Failure to Meet Permit Conditions
2/28/2023	A0057	Richmond Products Terminal	Richmond	Requirements for Internal Floating Roof Tanks
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring
3/22/2023	A0010	Chevron Products Company	Richmond	Flare Monitoring Vent Gas Composition Monitoring

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Report period: January 1, 2023 – March 31, 2023  
(continued)**

<b>Contra Costa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
3/23/2023	A0010	Chevron Products Company	Richmond	Opacity Limitation
3/23/2023	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
3/30/2023	A0706	Gold Bond Building Products, LLC	Richmond	No Permit to Operate
3/30/2023	A0706	Gold Bond Building Products, LLC	Richmond	No Authority to Construct
3/30/2023	A0706	Gold Bond Building Products, LLC	Richmond	No Permit to Operate
2/16/2023	A0022	Phillips 66 Carbon Plant	Rodeo	No Permit to Operate
2/16/2023	A0022	Phillips 66 Carbon Plant	Rodeo	No Authority to Construct
2/16/2023	A0022	Phillips 66 Carbon Plant	Rodeo	Non-Compliance; Major Facility Review
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Emission Limitations for Sulfur Recovery Plants
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources
3/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources
3/16/2023	FB710	Richmond Metal Painting	San Pablo	No Authority to Construct
3/16/2023	FB710	Richmond Metal Painting	San Pablo	No Permit to Operate
2/22/2023	FB656	Texxoil	Walnut Creek	GDF Phase II Equipment Not Maintained
2/22/2023	FB656	Texxoil	Walnut Creek	Failure to Meet Permit Conditions
<b>Marin County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2/22/2023	Z9405	North Bay Gas	Fairfax	GDF Phase II Equipment Not Maintained
2/27/2023	Z9405	North Bay Gas	Fairfax	GDF Phase II Equipment Not Maintained
1/26/2023	FB549	Bauman Concrete Construction	Novato	No Permit to Operate
1/26/2023	FB549	Bauman Concrete Construction	Novato	No Authority to Construct
1/17/2023	Z5331	Sa Ngasilpa #257384	San Rafael	GDF Record Keeping Requirements
1/30/2023	B8813	Ghilotti Bros Inc	San Rafael	No Permit to Operate
1/30/2023	B8813	Ghilotti Bros Inc	San Rafael	No Authority to Construct
3/20/2023	FB721	Riviera Apartments	San Rafael	Asbestos; Schedule Changes and Updates
<b>Napa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/24/2023	B1247	Clover Flat Resource & Recovery Park	Calistoga	Solid Waste Disposal Site - 3rd Excess Monitoring
1/24/2023	B1247	Clover Flat Resource & Recovery Park	Calistoga	Solid Waste Disposal Site - Expansion Operations Requirements
2/7/2023	E3940	Chateau Montelena	Calistoga	No Permit to Operate
2/7/2023	E3940	Chateau Montelena	Calistoga	Failure to Meet Permit Conditions
3/23/2023	A9183	Napa-Vallejo Waste Management Authority	Napa	Landfill Emission Control System Requirement
3/23/2023	A9183	Napa-Vallejo Waste Management Authority	Napa	Failure to Meet Permit Conditions
<b>San Francisco County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/10/2023	Z4613	Arco Facility #00230- Teck S Ng	San Francisco	Failure to Meet Permit Conditions
2/27/2023	A8420	San Francisco Municipal Railway	San Francisco	No Permit to Operate
3/15/2023	B3292	Recycle Central at Pier 96	San Francisco	Failure to Meet Permit Conditions
3/29/2023	FB488	EcoCenter at Heron's Head Park	San Francisco	No Permit to Operate
3/29/2023	FB488	EcoCenter at Heron's Head Park	San Francisco	No Authority to Construct
<b>San Mateo County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/4/2023	A1364	Cypress Amloc Land Co., Inc	Colma	Landfill Emission Control System Requirement
3/28/2023	A5897	Spirit HD Colma CA, LP	Colma	Failure to Meet Permit Conditions
3/30/2023	A4860	Pet's Rest Cemetery	Colma	Failure to Meet Permit Conditions
3/6/2023	A1507	North San Mateo County Sanitation Dist	Daly City	Inorganic Gaseous Pollutants Final Emission Limits
3/6/2023	A1507	North San Mateo County Sanitation Dist	Daly City	Failure to Meet Permit Conditions
3/6/2023	A1507	North San Mateo County Sanitation Dist	Daly City	Inorganic Gaseous Pollutants Final Emission Limits
3/6/2023	A1507	North San Mateo County Sanitation Dist	Daly City	Failure to Meet Permit Conditions

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Report period: January 1, 2023 – March 31, 2023  
(continued)**

<b>San Mateo County (Continued)</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
3/9/2023	FB680	SFD	Foster City	Waste Disposal Procedures
3/9/2023	FB680	SFD	Foster City	Improper Demolition, Renovation and Removal
3/9/2023	FB680	SFD	Foster City	Asbestos; Written Plan or Notification
1/17/2023	FB540	Marsh Road Shell	Menlo Park	GDF Phase I Equipment Not Maintained
3/15/2023	FB704	Menlo Chevron	Menlo Park	GDF Phase I Requirements
3/2/2023	A5852	Menzies Aviation Inc	Millbrae	Gasoline Bulk Plant Maintenance and Repair
3/2/2023	A5852	Menzies Aviation Inc	Millbrae	Gasoline Bulk Plant Operating Practices
3/2/2023	A5852	Menzies Aviation Inc	Millbrae	No Permit to Operate
3/2/2023	A5852	Menzies Aviation Inc	Millbrae	No Authority to Construct
1/18/2023	FB541	California Highway Patrol	Redwood City	GDF Phase II Requirements
3/16/2023	P5922	Chevron	Redwood City	Failure to Meet Permit Conditions
3/22/2023	FB742	MFD	Redwood City	Asbestos; Written Plan or Notification
1/11/2023	FB499	ASB129275	San Mateo	Asbestos; Containment Requirement
2/1/2023	FB650	Bay Meadows Chevron #7781	San Mateo	GDF Phase II Requirements
3/7/2023	Z0456	Peninsula Country Club	San Mateo	Failure to Meet Permit Conditions
3/8/2023	Z5205	Bayside 76	San Mateo	Failure to Meet Permit Conditions
3/20/2023	Y4157	San Mateo Auto Services	San Mateo	Failure to Meet Permit Conditions
3/20/2023	Y4157	San Mateo Auto Services	San Mateo	GDF Phase II Requirements
3/22/2023	FB730	Sunstate Equipment Co, LLC	San Mateo	GDF Phase II Requirements
1/26/2023	A5876	South San Francisco-San Bruno Water Quality	South San Francisco	No Permit to Operate
1/26/2023	A5876	South San Francisco-San Bruno Water Quality	South San Francisco	Failure to Meet Permit Conditions
1/26/2023	A5876	South San Francisco-San Bruno Water Quality	South San Francisco	Failure to Meet Permit Conditions
1/26/2023	A5876	South San Francisco-San Bruno Water Quality	South San Francisco	No Permit to Operate
1/26/2023	A5876	South San Francisco-San Bruno Water Quality	South San Francisco	No Authority to Construct
<b>Santa Clara County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
1/24/2023	FB544	SFD	Campbell	Asbestos; Written Plan or Notification
1/31/2023	FB593	SFD	Gilroy	Open Burning; Prohibition of Fires
3/15/2023	E3156	Cintas Corporation	Gilroy	Failure to Meet Permit Conditions
3/13/2023	FB724	Gate of Heaven Cemetery	Los Altos	GDF Phase I Requirements
3/13/2023	FB724	Gate of Heaven Cemetery	Los Altos	Failure to Meet Permit Conditions
1/17/2023	Z5213	Kirby Petroleum Inc	Los Gatos	Failure to Meet Permit Conditions
1/5/2023	A7441	Flex	Milpitas	No Permit to Operate
1/5/2023	A7441	Flex	Milpitas	No Authority to Construct
1/11/2023	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
1/25/2023	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
1/26/2023	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
2/2/2023	A5962	Measurement Specialties, Inc	Milpitas	Failure to Meet Permit Conditions
3/21/2023	FB723	McCarthy Blvd Chevron	Milpitas	GDF Phase II Equipment Not Maintained
1/10/2023	E4717	Alzeta Corporation	San Jose	Failure to Meet Permit Conditions
1/24/2023	FB521	King Tully Shell #135986	San Jose	GDF Phase I Requirements
1/25/2023	E4717	Alzeta Corporation	San Jose	Failure to Meet Permit Conditions
1/26/2023	A4019	Babbitt Bearing Co Inc	San Jose	Failure to Meet Permit Conditions
2/14/2023	B1802	Greenwaste Recovery Inc	San Jose	Failure to Meet Permit Conditions
2/16/2023	A1857	Gorilla Circuits	San Jose	Failure to Meet Permit Conditions
2/22/2023	FB659	Shell SS #68206	San Jose	GDF Phase II Equipment Not Maintained
2/27/2023	A2302	Thermo Fisher Scientific	San Jose	No Permit to Operate
2/27/2023	A2302	Thermo Fisher Scientific	San Jose	No Authority to Construct
2/27/2023	E4812	Civic Center Temporary Housing:County of S C	San Jose	Failure to Meet Permit Conditions
2/27/2023	E4812	Civic Center Temporary Housing:County of S C	San Jose	Failure to Meet Permit Conditions
2/27/2023	E4812	Civic Center Temporary Housing:County of S C	San Jose	No Permit to Operate
2/27/2023	E4812	Civic Center Temporary Housing:County of S C	San Jose	No Authority to Construct
3/1/2023	FB725	ARCO Facility #02074	San Jose	GDF Phase II Requirements
3/3/2023	FB673	Chevron #5482	San Jose	No Authority to Construct
3/7/2023	FB735	Chevron #4259	San Jose	GDF Phase I Equipment Not Maintained

**These facilities have received one or more Notices of Violations  
Report period: January 1, 2023 – March 31, 2023  
(continued)**

<i>Santa Clara County (Continued)</i>				
Status Date	Site #	Site Name	City	Regulation Title
3/7/2023	FB735	Chevron #4259	San Jose	Failure to Meet Permit Conditions
3/13/2023	FB733	Berryessa Chevron #96215	San Jose	GDF Phase I Equipment Not Maintained
3/17/2023	FB714	Auto Pride Car Wash	San Jose	GDF Phase I Equipment Not Maintained
3/20/2023	B2898	Jabil Circuits Inc	San Jose	No Permit to Operate
3/20/2023	B2898	Jabil Circuits Inc	San Jose	No Authority to Construct
3/27/2023	FB739	Fairgrounds Shell	San Jose	GDF Phase II Equipment Not Maintained
3/27/2023	FB739	Fairgrounds Shell	San Jose	Failure to Meet Permit Conditions
1/18/2023	E2691	Signature Flight Support	Santa Clara	Failure to Meet Permit Conditions
2/22/2023	FB657	Signature Flight Support	Santa Clara	Failure to Meet Permit Conditions
3/8/2023	A3464	City of Santa Clara	Santa Clara	Landfill Emission Control System Requirement
1/19/2023	FB522	Wolfe Road Shell	Sunnyvale	Gasoline Dispensing Facility Prohibition of Use
1/19/2023	FB522	Wolfe Road Shell	Sunnyvale	GDF Phase II Requirements
2/28/2023	FB651	National Petroleum Sunnyvale	Sunnyvale	Failure to Meet Permit Conditions
2/28/2023	FB651	National Petroleum Sunnyvale	Sunnyvale	Failure to Meet Permit Conditions
3/8/2023	A5905	City of Sunnyvale/Environmental Services	Sunnyvale	Landfill Emission Control System Requirement
<i>Solano County</i>				
Status Date	Site #	Site Name	City	Regulation Title
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/18/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
1/18/2023	B2626	Valero Refining Company - California	Benicia	Parametric Monitoring and Recordkeeping Procedures
1/26/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Miscellaneous Operations
1/26/2023	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
1/26/2023	B2626	Valero Refining Company - California	Benicia	Not Gas Tight
2/2/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
2/8/2023	B2626	Valero Refining Company - California	Benicia	Not Gas Tight
2/23/2023	B2626	Valero Refining Company - California	Benicia	California Code of Regulations
2/23/2023	B2626	Valero Refining Company - California	Benicia	California Code of Regulations

**These facilities have received one or more Notices of Violations  
Report period: January 1, 2023 – March 31, 2023  
(continued)**

<b>Solano County (Continued)</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
3/15/2023	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
3/15/2023	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
3/23/2023	B2626	Valero Refining Company - California	Benicia	Equipment Leaks - Liquid Leak
3/15/2023	Z5538	Star Gas & Liquor	Fairfield	GDF Phase I Requirements
3/30/2023	B1117	Pauli Systems Inc	Fairfield	No Permit to Operate
2/9/2023	FB583	Cistco Wholesale #132	Vallejo	GDF Phase I Requirements
3/2/2023	FB753	Central Gas Vallejo	Vallejo	Failure to Meet Permit Conditions
3/8/2023	Z4089	Syar Industries	Vallejo	GDF Phase I Requirements
<b>Sonoma County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
3/8/2023	FB683	McDouall Apartments	Rohnert Park	Asbestos; Containment Requirement
1/31/2023	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Non-Compliance; Major Facility Review
2/2/2023	FB551	Windsor Valero	Windsor	Failure to Meet Permit Conditions

**Closed Notice of Violations with Penalties by County  
January 1, 2023 – March 31, 2023**

**Alameda**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty Amount</b>	<b># of Violations Closed</b>
Agricultural Research Service	FB643	Albany	\$200	1
Alexander Goren	FA835	Oakland	\$1,000	1
Aspire Bakeries LLC	B7543	Newark	\$1,500	2
City of San Leandro	FA750	San Leandro	\$3,000	1
Dynegy Oakland LLC	B1887	Oakland	\$8,500	2
Ferma Corporation	Z6636	Newark	\$150	1
Kahn Edward Alice Trs	FB495	Berkeley	\$100	1
MAAS Brothers Inc.	B2630	Livermore	\$500	1
Malone Malachi Malone Josette	FB408	Oakland	\$100	1
PW Stephens Environmental Inc.	Z7757	Hayward	\$750	1
Raymond G Rumsey	FB447	Hayward	Passed Wood Smoke Course	1
Shell	Z9297	Oakland	\$500	1
Stop N Go Gas Station	FA742	Oakland	\$1,200	1
Tony Star Gas	Z6202	Oakland	\$3,000	1
Tri Valley Shell	Z4740	Livermore	\$500	1

**Alameda (Cont'd)**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Tri-City Rock, Inc.	A6378	Fremont	\$6,000	1

**Alameda Total Violations Closed: 18****Contra Costa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
AMAC Construction	FA309	Martinez	\$100	1
Gawfco Enterprises Inc.	Z9400	Lafayette	\$500	1
Star Holdings, LLC	FA887	Moraga	\$300	1
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	\$1,469,579	84

**Contra Costa Total Violations Closed: 87****Napa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Amcors American Canyon LLC	A8917	American Canyon	\$750	2
Beaulieu Garden	Z6160	Saint Helena	\$250	1
McDonald Richard Veda L TR	FB474	Napa	Passed Wood Smoke Course	1
Townsend Lori R Townsend	FB473	Napa	Passed Wood Smoke Course	1

**Napa Total Violations Closed: 5**



**San Francisco**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Pacific Gas and Electric Company	FB369	San Francisco	\$500	1

**San Francisco Total Violations Closed: 1****San Mateo**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Belmont Shell	Z9576	Belmont	\$750	1
Blue Line Transfer Inc.	B2766	South San Francisco	\$2,000	1

**San Mateo Total Violations Closed: 2****Santa Clara**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Bay Area Auto Care	FB013	Sunnyvale	\$500	1
Bloom Energy	B7348	Sunnyvale	\$4,000	1
CAP Tranche 2, LLC	FA216	Cupertino	\$5,500	1
Mission Trail Oil Co	FA523	Santa Clara	\$1,500	2
Restoration Management Company	FA235	San Jose	\$5,000	1
Rick's Cafe	B8560	Los Altos	\$1,200	1
Saratoga Gas Company - GDF	FA980	Saratoga	\$2,000	1

**Santa Clara (cont'd)**

Western Digital Technologies Inc.	A0085	San Jose	\$1,250	1
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**Santa Clara Total Violations Closed: 9**

**Solano**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
A&A Gas Inc.	FB374	Fairfield	\$125	1
A&A Gas Inc.	FB317	Fairfield	\$375	2
Concrush	Z9345	Fairfield	\$2,500	2
Fast and Easy Mart	FA380	Benicia	\$1,200	1
Solano County Transit Operations	FB595	Vallejo	\$1,500	1

**Solano Total Violations Closed: 7**

**Sonoma**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Recipient	FB410	Cotati	Passed Wood Smoke Course	1

**Sonoma Total Violations Closed: 1**

**Company Address Outside of Bay Area**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty Amount</b>	<b># of Violations Closed</b>
Herc Rentals	FA473	Bonita Springs	\$1,000	1
Isotech Environmental Corp	FB017	Roseville	\$600	1
Tesoro West Coast Company, LLC	Z9304	San Antonio	\$1,000	1

**District Wide Total Violations Closed: 3**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Amend Legal Services Agreement with Woodruff & Smart for Continued Representation of the Air District in *The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al.*

RECOMMENDED ACTION

Recommend the Board of Directors (i) authorize the Executive Officer/APCO to execute an amendment to the existing Legal Services Agreement with Woodruff & Smart to increase the current contract limit by \$200,000, from \$400,000 to \$600,000, for continued representation in the matter of *The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al.*; and (ii) authorize the transfer of \$200,000 from the Outside Counsel Litigation Support General Fund Reserves to amend the Fiscal Year 2024 Legal Office's Litigation program budget to the extent necessary to cover fees for which the Air District becomes liable as a result of its insurer's reservation of rights.

BACKGROUND

The Air District is currently in litigation with the owners of the Oakland Athletics baseball club ("the As") in a lawsuit alleging that the Air District has improperly issued permits to Schnitzer Steel Industries, Inc., for Schnitzer's metal shredding and recycling facility in Oakland. The lawsuit seeks an order requiring the Air District to revoke the facility's permit to operate. The Air District denies that it has improperly issued any permits and is vigorously contesting the case.

After being served with the lawsuit, the District Counsel's Office determined that this litigation needs to be handled by qualified outside counsel because of the high-profile nature and importance of the case, the highly complex nature of the legal issues involved (involving the nuances of the Air District's New Source Review and Title V permitting regulations), and the current staffing needs and workload in the Legal Division.

The Air District needed to retain counsel immediately in order to respond to the lawsuit within the applicable deadlines. Moreover, there are only a small number of law firms in California that have the expertise, experience and ability to litigate complex cases involving state and federal Clean Air Act regulatory issues on behalf of a public agency, and these firms are already well-

known within the small circle of California air quality lawyers. Given this situation, the District Counsel's office did not undertake a formal public bid process. Instead, it contacted the firms with expertise in this area to determine what outside counsel would be best to handle this case. The District Counsel's office contacted firms that its attorneys already had relationships with, and also reached out to our sibling air districts to inquire about firms that these agencies have used for similar work.

The District Counsel's office ultimately discussed potential representation with three firms with the requisite experience and abilities to handle this case, including Woodruff & Smart. One candidate firm discovered it had a conflict that could not be waived, and as between the two others, Woodruff & Smart, and its Director Bradley Hogin, Esq., had more experience representing agencies like the Air District in situations where a permit issued to a regulated entity is being challenged by a third party. Mr. Hogin has in fact represented other California air districts in permit challenges highly similar to this one, among other similar matters. Woodruff & Smart therefore seemed better suited to handle this case, and there was essentially no difference in the hourly rates charged by the firms. The Air District therefore decided to retain Woodruff & Smart to respond to the lawsuit. (The firm was called Woodruff, Spradlin & Smart at the time; it has subsequently changed its name to Woodruff & Smart.) Woodruff & Smart has been highly effective in representing the Air District thus far in this matter, and the decision to retain this firm appears to have been a good one. Staff therefore recommend continuing with this representation.

In addition, Associated Industries Insurance Company / Amtrust has agreed to cover the Air District's defense costs in this litigation under the Air District's insurance policies with that company, subject to a reservation of rights. This agreement covers the full amount of Woodruff & Smart's attorney billing rates. The Air District is currently forwarding Woodruff & Smart's legal bills to this insurance carrier for payment.

## DISCUSSION

The current legal services agreement with Woodruff & Smart has a not-to-exceed limit of \$400,000 to represent the Air District through trial in this matter. This contract limit was based on an expectation that the case would be tried on a limited administrative record and would not require extensive discovery. Since that contract limit was established, the As sought leave to propound discovery, which the Court granted, and the As have also served a subpoena on the Air District in a related federal lawsuit against Schnitzer Steel directly seeking extensive documents and deposition testimony from Air District staff. Engaging in this unanticipated discovery process is expected to increase the cost of defending this litigation by at least \$200,000.

Staff therefore seek approval from the Board of Directors to authorize an amendment to the current legal services agreement to increase the maximum contract amount to \$600,000 to cover work through the remainder of the litigation in the trial court, including the additional work needed to engage in this unanticipated discovery process. This is only an estimate, as litigation costs cannot be predicted with certainty. Accordingly, it is possible that litigation expenses could exceed the projected estimate. Woodruff & Smart will provide the District with advance notice if it expects the total litigation costs to exceed \$600,000. In the event that it looks like costs could

exceed this amount, staff will come back to the Board to seek a supplemental authorization before exceeding the authorized limit of \$600,000.

These legal fees will be covered by the Air District's insurance policies under the agreement by the District's insurance carrier to pay the District's defense costs. The insurance carrier has agreed to pay these fees subject to a reservation of rights, however. Therefore, the Air District could become liable for these fees if the insurer subsequently denies coverage. As these fees could potentially have to be paid by the Air District, staff are seeking Board authorization for this amendment to increase the maximum allowable billings under the legal services agreement to \$600,000. To the extent the Air District becomes liable to pay for any legal fees in excess of the \$400,000 already budgeted for this litigation as a result of the insurance carrier's reservation of rights, those fees would be covered by a transfer from the Outside Counsel Litigation Support General Fund Reserves.

This legal services agreement is one of two that the Air District has with Woodruff & Smart. The other is Contract No. 2022.293, for representation in the matter of *Communities for a Better Environment v. Bay Area Air Quality Management District et al.*, the litigation regarding Air District Regulation 11-18. That agreement has a not-to-exceed contract limit of \$95,000.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The Fiscal Year budget included \$6.88 million in designated reserves for outside counsel litigation support. This budget allocation is sufficient to cover the additional \$200,000 in anticipated costs of this litigation, to the extent the Air District becomes liable for such costs under the insurance carrier's reservation of rights. If approved, this action will transfer \$200,000 from these designated reserves to amend the Fiscal Year 2024 budget for Program 205 – Litigation to the extent it may be necessary to cover fees for which the Air District becomes liable as a result of the insurer's reservation of rights.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander Crockett

#### ATTACHMENTS:

1. Woodruff Spradlin Engagement Letter - Contract 2022-138 - 5-27-2022
2. Amendment 1 to Woodruff Spradlin Engagement Letter - Contract 2022-138
3. Amendment 2 to Woodruff Spradlin Engagement Letter - Contract 2022-138
4. Draft Amendment 3 to Woodruff Spradlin Engagement Letter - Contract 2022.138 - July 10 2023



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

May 26, 2022

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Alexander Crockett  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

You have asked us to represent and advise the Bay Area Air Quality Management District (the "District") in connection with *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District* case.

Scope of the Engagement. You have requested our advice in connection with the above-referenced matter.

Professional Services and Fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement based on their applicable hourly rates in effect at the time our invoices are rendered. The applicable hourly rates for attorneys and paralegals are listed on the attached Rate Schedule. As indicated on the Rate Schedule, our hourly rates may be adjusted from time to time.

Expenses and Other Charges. In addition to fees for our professional services, there will be charges for expenses which we incur such as court costs, long distance telephone charges, computerized legal research, copying, and faxes. Expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.

Invoices and Payments. We will render our invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1½ %) per month, compounded monthly.

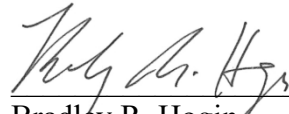
Termination of Agreement. The District has the right to terminate the services of our firm at any time for any reason. The firm also retains the right to terminate this agreement at any time for any reason.

Budget. We understand that there is an initial budget of \$30,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

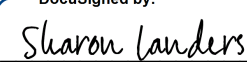
Acceptance of Engagement. If the terms as set forth in this letter are acceptable to you, please execute the enclosed copy and return it to us. Upon our receipt of the executed copy we will be pleased to commence our engagement.

We are pleased that you have selected Woodruff, Spradlin & Smart to represent the District in this matter.

Very truly yours,

  
\_\_\_\_\_  
Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
\_\_\_\_\_  
522CD4246A5149B... (Signature)

Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

DocuSigned by:  
  
\_\_\_\_\_  
B5AE1A26FCA4453... (Signature)

Alexander Crockett  
Counsel  
Bay Area Air Quality Management District



**WOODRUFF, SPRADLIN & SMART  
RATE SCHEDULE**

**Identification**

Client: Bay Area Air Quality Management District  
Matter: *Oakland A's v. Bay Area Air Quality Management District*

**Hourly Rates for Legal Personnel**

Directors: \$425 per hour  
Associates: \$325 per hour  
Paralegals: \$170 per hour

**Standard Charges**

Attorney charges for Attorney's time in minimum units of six minutes.

**Costs and Expenses**

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying \$0.25 per page  
Clerical staff overtime \$55.00 per hour

**Subject to Change**

The rates on this schedule are subject to change on 30 days' written notice.



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

Amendment No. 1 to Agreement 2022.138  
July 29, 2022

**ELECTRONIC MAIL**

Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we discussed, you have increased the budget for the above-entitled matter to \$95,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

Very truly yours,

Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
B5AE1A26FCA4453... (Signature)

Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District

DocuSigned by:  
  
D03B3B4BDCD74FD... 8/15/2022  
(Signature)

Veronica Eady  
Acting Interim Executive Officer/APCO  
Bay Area Air Quality Management District

BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

July 29, 2022

**ELECTRONIC MAIL**

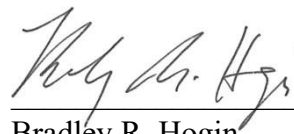
Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we have discussed, this letter is to amend the existing Legal Services Agreement between our firm and the Bay Area Air Quality Management District to increase the cap on fees from \$95,000 to \$400,000. Our fees will not exceed \$400,000 without further authorization from you. We will notify you if and when the budget is exhausted. All other provisions of the Agreement remain the same.

Very truly yours,



Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

\_\_\_\_\_  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

May 26, 2022

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Alexander Crockett  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

You have asked us to represent and advise the Bay Area Air Quality Management District (the "District") in connection with *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District* case.

Scope of the Engagement. You have requested our advice in connection with the above-referenced matter.

Professional Services and Fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement based on their applicable hourly rates in effect at the time our invoices are rendered. The applicable hourly rates for attorneys and paralegals are listed on the attached Rate Schedule. As indicated on the Rate Schedule, our hourly rates may be adjusted from time to time.

Expenses and Other Charges. In addition to fees for our professional services, there will be charges for expenses which we incur such as court costs, long distance telephone charges, computerized legal research, copying, and faxes. Expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.

Invoices and Payments. We will render our invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1½ %) per month, compounded monthly.

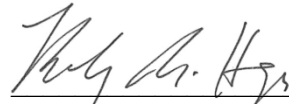
Termination of Agreement. The District has the right to terminate the services of our firm at any time for any reason. The firm also retains the right to terminate this agreement at any time for any reason.

Budget. We understand that there is an initial budget of \$30,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

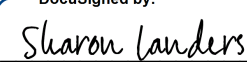
Acceptance of Engagement. If the terms as set forth in this letter are acceptable to you, please execute the enclosed copy and return it to us. Upon our receipt of the executed copy we will be pleased to commence our engagement.

We are pleased that you have selected Woodruff, Spradlin & Smart to represent the District in this matter.

Very truly yours,

  
\_\_\_\_\_  
Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
\_\_\_\_\_  
522CD4246A5149B... (Signature)

Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

DocuSigned by:  
  
\_\_\_\_\_  
B5AE1A26FCA4453... (Signature)

Alexander Crockett  
Counsel  
Bay Area Air Quality Management District

**WOODRUFF, SPRADLIN & SMART  
RATE SCHEDULE**

**Identification**

Client: Bay Area Air Quality Management District  
Matter: *Oakland A's v. Bay Area Air Quality Management District*

**Hourly Rates for Legal Personnel**

Directors: \$425 per hour  
Associates: \$325 per hour  
Paralegals: \$170 per hour

**Standard Charges**

Attorney charges for Attorney's time in minimum units of six minutes.

**Costs and Expenses**

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying \$0.25 per page  
Clerical staff overtime \$55.00 per hour

**Subject to Change**

The rates on this schedule are subject to change on 30 days' written notice.

# WOODRUFF

Woodruff & Smart  
A Professional Corporation

BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
E-MAIL: BHOGIN@WOODRUFF.LAW

July 10, 2023

**VIA ELECTRONIC AND REGULAR MAIL**

Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we discussed, you have increased the budget for the above-entitled matter to \$600,000. We estimate that this budget should last through the discovery phase of the case. Please keep in mind that this is just an estimate. The actual amount will depend on developments that we cannot predict with any degree of certainty such as the number and complexity of discovery disputes and motions. Our actual fees could be higher or lower. Our fees will not exceed a total of \$600,000 without further authorization from you. We will notify you if and when the budget is exhausted.

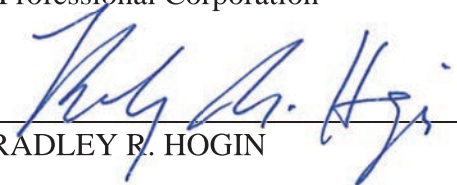
In addition, as I mentioned previously, our firm name has changed from Woodruff, Spradlin & Smart to Woodruff & Smart. The change became effective on April 27, 2023.

Please let me know if you have any questions.

July 10, 2023  
Page 2

Very truly yours,

WOODRUFF & SMART  
A Professional Corporation

  
\_\_\_\_\_  
BRADLEY R. HOGIN

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature)

Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Projects and Contracts with Proposed Grant Awards Over \$500,000

RECOMMENDED ACTION

1. Approve recommended projects with proposed grant awards over \$500,000 as shown in Attachment 1; and
2. Authorize the Executive Officer/Air Pollution Control Officer to enter into all necessary agreements with applicants for the recommended projects.

BACKGROUND**Carl Moyer Program and Mobile Source Incentive Fund**

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in Fiscal Year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NO<sub>x</sub>), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include heavy-duty diesel engine applications such as on-road trucks and buses, off-road construction, agricultural equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per AB 1390, at least 50% of CMP funds must be allocated to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's Mobile Source Incentive Fund (MSIF).

The Board of Directors (Board) authorizes the Air District's participation in each cycle of the CMP, including an allocation of MSIF revenue as match funds.

### **Community Air Protection Program - Incentives**

In 2017, AB 617 directed CARB, in conjunction with local air districts to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the State, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in Fiscal Year Ending (FYE) 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases, for the Community Air Protection Program (CAPP). CAPP Incentives funds may be used to fund projects eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, CAPP Incentives funds may also potentially be used to fund stationary source and mobile source projects that have been identified and prioritized by communities with a Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAPP Incentives funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB)535), and low-income communities (AB 1550).

### **Funding Agricultural Replacement Measures for Emission Reductions**

In February 2018, CARB developed the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program Guidelines that outline requirements for eligible agricultural equipment replacement projects evaluated under the CMP guidelines, including harvesting equipment, pump engines, tractors, and other equipment used in agricultural operations. Subsequent updates to the FARMER guidelines expanded eligible projects to include zero-emission demonstration projects and added flexibility for funding zero-emission equipment. Under the California State Budget, GGRF funds are appropriated to CARB for each new cycle of the FARMER program for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector.

### **Transportation Fund for Clean Air**

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund for Clean Air (TFCA) are set forth in HSC Sections 44241 and 44242. Sixty percent of TFCA funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air program) and to a program referred to as the Regional Fund. The remaining forty percent of the funds are passed through to the designated Bay Area County Program Managers who in turn award TFCA funds to eligible projects within their county. Each year, the Board allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. On April 6, 2022, the Board authorized funding allocations for use of the sixty percent of the TFCA revenue in FYE 2023, and cost-effectiveness limits for Air District-sponsored FYE 2023 programs. On

May 4, 2022, the Board adopted policies and evaluation criteria for the FYE 2023 Regional Fund program.

For each new CMP, TFCA, CAPP, and FARMER funding cycle, the Board authorizes the Air District’s participation in these programs. The current cycles for these funding sources are shown in Table 1, with initial or estimated revenues, \$117 million of which will be available for funding FYE 23 projects.

**Funding Sources and Initial Revenues**  
**Table 1**

Funding Source Cycle	Initial or Estimated Revenue (in Millions)*	Board Authorization Date
CMP Year 23	\$10.7	1/20/2021
CMP Year 24	\$31.2	12/1/2021
CAPP Incentives Year 5	\$35.4	12/1/2021
FARMER Year 4	\$ 3.5	12/1/2021
TFCA Regional Fund FYE 2023	\$28.9	4/6/2022
MSIF	\$12.0	n/a
Total	\$121.7	

\*Some revenues were partially obligated to projects in FYE 22 and therefore full amounts may not be available for award to projects in FYE 23.

Applications for grant funding received by the Air District are reviewed and evaluated for eligibility under the respective governing policies and guidelines established by each funding source, e.g., CARB, the Board. At least quarterly, staff provides updates to the Mobile Source and Climate Impacts Committee or Board of Directors on the status of incentive funding for the current fiscal year, including total funding awarded, remaining funds available for award, funds allocated by county and by equipment category type, and percentage of funding to projects where emissions reductions benefit low-income residents and impacted communities, including disadvantaged SB 535 communities, low-income AB 1550 communities, and/or Air District-identified Community Air Risk Evaluation (CARE) areas. The reported award allocations and emissions reduction benefits to counties and impacted communities, which are based on information provided by each applicant, does not include “regional” projects, where all communities receive benefits, or projects where the location of the benefit has not yet been determined.

On April 6, 2022, the Board authorized the Air Pollution Control Office (APCO)/Executive Officer to approve projects with awards up to \$500,000. For all projects with proposed awards greater than \$500,000, staff bring recommendations of these projects to the Board for approval.

## DISCUSSION

For the FYE 2023, the Air District had approximately \$117 million available in CMP, MSIF, CAPP Incentives, FARMER, and TFCA funds for eligible projects, including prior year funds. Under these funding sources, the Air District accepts project applications on a rolling basis and evaluates them on a first-come, first-served basis.

Between May 13, 2023 and June 21, 2023, staff evaluated three new eligible projects with proposed awards of over \$500,000. These three projects will replace fourteen diesel school buses with fourteen zero-emissions electric school buses, install eleven supporting electric infrastructure charging stations for the busses, replace one older diesel locomotive with a new diesel locomotive meeting the cleanest standard, and repower five diesel rubber-tired gantry cranes with five new hybrid diesel-electric engines. The proposed projects are estimated to reduce over 7.90 tons of NO<sub>x</sub>, ROG, and PM emissions per year. All three projects will benefit priority areas. Staff recommend approval of the allocations of up to \$6,715,970 for these projects from a combination of CMP, MSIF, CAPP Incentives, and TFCA revenues. Attachment 1 provides additional information on the projects.

Attachment 2, updated at least quarterly, lists all eligible projects that have been awarded by the Air District between July 1, 2022, and June 21, 2023, including information about project equipment, award amounts, project locations, estimated emissions reductions, and whether the project will benefit air quality in priority communities. Over 87% of these funds have been awarded or allocated to low-income residents or to projects that reduce emissions in CARE, disadvantaged SB 535 communities, and/or low-income AB 1550 communities.

Attachment 3 provides fiscal year facts and figures on the status of funding available and allocations by county and category as of June 21, 2023.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes the CMP, MSIF, CAPP Incentive, and TFCA funding to project sponsors on a reimbursement basis. The three recommended projects listed on Attachment 1 will be awarded a total of \$6,715,970 that will be paid for by one or more of these state and local incentive fund sources upon project completion, expected within the next one to three years. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Daniel Langmaid  
Reviewed by: Alona Davis and Adam Shapiro

ATTACHMENTS:

1. Attachment 1 - Projects with grant awards greater than \$500,000 (evaluated 5-13-23 to 6-21-23)
2. Attachment 2 - All projects awarded, allocated, and recommended (7-1-22 to 6-21-23)
3. Attachment 3 - Funding Facts and Figures (7-1-22 through 6-21-23)

# ATTACHMENT 1

Table 1 - Projects with grant awards greater than \$500k (Evaluated between 5/13/23 and 6/21/23)  
 Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Program

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	Emission Reductions (tons per year)			County	Benefits Priority Area(s)
						NO <sub>x</sub>	ROG	PM		
23MOY44	Everport Terminal Services	Off-Road	Repower two Tier-1, one Tier-4 Interim, and two Tier-4 final diesel-powered rubber-tired gantry cranes (RTGs) with five Hybrid, diesel-electric Tier-4 final RTGs.	\$1,065,200	\$6,400,000	3.7066	0.3080	0.05123	Alameda	Yes
23MOY119	Richmond Pacific Railroad	Locomotive	Replace one Tier-0 diesel-powered locomotive with a Tier-4 final diesel-powered locomotive.	\$828,000	\$2,367,900	2.5010	0.4310	0.1240	Contra Costa	Yes
23SBP53	Safetrans Transportation Inc	School Bus + Infrastructure	Replace 14 diesel school buses with 14 new electric school buses, and install 11 chargers.	\$4,822,770	\$5,886,380	0.7392	0.0401	0.0037	Santa Clara	Yes
<b>3</b>	<b>Projects</b>			<b>Totals</b>	<b>\$6,715,970</b>	<b>\$14,654,280</b>	<b>6.947</b>	<b>0.779</b>		<b>0.179</b>

## ATTACHMENT 2

Data in this table are updated quarterly. Funds awarded or allocated after the date range below will be reflected in the next quarterly update.

### CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/22 and 6/21/23)

Project #	Project Category	Project Description	Number of Engines	Proposed Contract Award	Applicant Name	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Funding Source <sup>1</sup>
						NOx	ROG	PM				
23R01	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	n/a	\$ 150,000	BAAQMD	TBD*	TBD*	TBD*	Regional	6/15/22	N/A	1
23R02	Light Duty (LD) Vehicles	Vehicle Buy Back Program Implementation	n/a	\$ 200,000	BAAQMD	N/A	N/A	N/A	Regional	6/15/22	N/A	1
23R03	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	n/a	\$ 2,290,000	BAAQMD	TBD*	TBD*	TBD*	Regional	6/15/22	N/A	1
22MOY305	Ag/ off-road	Equipment replacement	2	\$ 123,600	Shifflett Ranch & Vineyard LLC	0.241	0.035	0.024	Napa	7/1/22	No	2
22MOY311	Ag/ off-road	Equipment replacement	1	\$ 153,100	Jay A Clay	0.363	0.047	0.027	Sonoma	7/8/22	Yes	2
22SBP337	School Bus	Equipment replacement	1	\$ 400,000	Hayward Unified School District	0.042	0.002	0.001	Alameda	7/11/22	Yes	1, 2
22MOY229	Ag/ off-road	Equipment replacement	1	\$ 43,900	Boething Treeland Farms inc.	0.059	0.009	0.006	San Mateo	7/11/22	No	2
22MOY334	Ag/ off-road	Equipment replacement	1	\$ 135,800	Point Reyes Pastures Inc.	0.276	0.036	0.020	Marin	7/11/22	Yes	2
22SBP117	School Bus	Equipment replacement + Infrastructure	8	\$ 4,370,779	San Mateo Union High School District	0.731	0.058	0.026	San Mateo	7/20/22	Yes	1, 2
22SBP232	School Bus	Equipment replacement + Infrastructure	5	\$ 1,916,236	Antioch Unified School District	0.378	0.029	0.002	Contra Costa	7/20/22	Yes	1, 2
22SBP248	School Bus	Equipment replacement	3	\$ 648,794	Mt. Diablo Unified School District	0.203	0.016	0.008	Contra Costa	7/20/22	Yes	1
22MOY320	Ag/ off-road	Equipment replacement	1	\$ 49,300	Atlas Oaks Ranch, LLC	0.047	0.011	0.009	Napa	8/12/22	No	2
22MOY342	Ag/ off-road	Equipment replacement	3	\$ 100,300	Vinas Del Norte LLC	0.181	0.028	0.025	Napa	8/16/22	Yes	2
22MOY341	Ag/ off-road	Equipment replacement	1	\$ 65,800	Williams Ranch	0.276	0.036	0.025	Sonoma	8/17/22	No	2
22MOY234	Ag/ off-road	Equipment replacement	3	\$ 253,300	DCS END POST DRIVING	0.755	0.107	0.062	Napa	9/2/22	No	2
22MOY318	Ag/ off-road	Equipment replacement	1	\$ 49,300	Ahmann Ranches, LLC	0.156	0.024	0.014	Napa	9/9/22	No	2
22MOY359	Ag/ off-road	Equipment replacement	1	\$ 39,000	Spaletta Dairy	0.118	0.018	0.011	Marin	9/21/22	Yes	2
22MOY349	Ag/ off-road	Equipment replacement	1	\$ 92,700	Cobb Creek Holdings, LLC DBA CCH Ag Services	0.162	0.027	0.019	Napa	9/21/22	No	2
22MOY63	Ag/ off-road	Equipment replacement	1	\$ 286,800	B & T Farms	0.684	0.072	0.037	Santa Clara	9/21/22	Yes	2
22SBP279	School Bus	Equipment replacement + Infrastructure	5	\$ 1,640,986	East Side Union High School District	0.502	0.045	0.003	Santa Clara	9/21/22	Yes	1, 2
22SBP340	School Bus	Equipment replacement + Infrastructure	3	\$ 1,237,496	Sequoia Union High School District	0.325	0.033	0.002	San Mateo	9/21/22	Yes	1, 2
22MOY202	On-road	Infrastructure	0	\$ 600,000	Solano County Transit	N/A	N/A	N/A	Solano	12/7/22	Yes	2
23MOY2	Ag/ off-road	Equipment replacement	2	\$ 440,600	Simoni & Massoni Farms, LLC	1.007	0.062	0.029	Contra Costa	10/24/22	Yes	2
23MOY6	Ag/ off-road	Equipment replacement	1	\$ 72,200	Ortiz Family Farm	0.172	0.021	0.014	Sonoma	10/24/22	Yes	2
23MOY3	Ag/ off-road	Equipment replacement	1	\$ 418,300	Poncia Fertilizer, Inc.	1.056	0.096	0.060	Sonoma	10/28/22	Yes	2
23MOY5	Ag/ off-road	Equipment replacement	1	\$ 60,500	German Vineyards LLC	0.041	0.010	0.008	Solano	10/28/22	No	2
22SBP203 <sup>1</sup>	School Bus	Equipment replacement + Infrastructure	9	\$ 94,024	Oak Grove School District	0.5705	0.0470	0.0035	Santa Clara	12/7/22	Yes	1
22MOY325	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	Alameda	12/7/22	Yes	2
22MOY326	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	Alameda	12/7/22	Yes	2
22MOY327	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	San Mateo	12/7/22	Yes	2
22MOY284	Off-road	Engine replacement	3	\$ 500,500	TraPac, LLC	2.592	0.202	0.083	Alameda	12/7/22	Yes	2
23MOY1	Ag/ off-road	Equipment replacement	2	\$ 732,400	Ielmorini Custom Spreading, LLC	2.969	0.303	0.178	Marin	12/7/22	Yes	2
23MOY15	Ag/ off-road	Equipment replacement	1	\$ 78,500	Trademark Vineyards, LLC	0.108	0.017	0.013	Napa	11/4/22	No	2
23MOY23	Ag/ off-road	Equipment replacement	1	\$ 38,200	Martinelli Vineyard Management, Inc.	0.140	0.022	0.013	Sonoma	11/14/22	No	2
23MOY7	Ag/ off-road	Equipment replacement	3	\$ 367,500	C & F Farms inc	0.912	0.106	0.065	Santa Clara	11/15/22	Yes	2
23MOY14	Ag/ off-road	Equipment replacement	2	\$ 94,400	Robert T Jordan, DBA: Grand Crew Vineyard Management	0.046	0.029	0.001	Napa	11/22/22	No	2
23MOY28	Ag/ off-road	Equipment replacement	1	\$ 70,300	Ilsley Brothers Farming, LLC	0.031	0.020	0.001	Napa	11/22/22	No	2

## ATTACHMENT 2

Data in this table are updated quarterly. Funds awarded or allocated after the date range below will be reflected in the next quarterly update.

### CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/22 and 6/21/23)

Project #	Project Category	Project Description	Number of Engines	Proposed Contract Award	Applicant Name	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Funding Source <sup>1</sup>
						NOx	ROG	PM				
22MOY356	Ag/ off-road	Equipment replacement	1	\$ 93,400	Imhof Tractor Service, Inc	0.247	0.027	0.015	Alameda	11/28/22	Yes	2
23MOY16	Ag/ off-road	Equipment replacement	1	\$ 46,900	Daylight Vineyard Management, Inc.	0.069	0.005	0.004	Sonoma	11/29/22	No	2
23MOY30	Ag/ off-road	Equipment replacement	6	\$ 401,800	Antnori California	0.017	0.387	0.065	Napa	12/28/22	No	2
23MOY29	Ag/ off-road	Equipment replacement	2	\$ 70,900	Channel Lumber	0.069	0.006	0.003	Contra Costa	1/5/23	Yes	2
23MOY25	Ag/ off-road	Equipment replacement	1	\$ 63,600	Navone Vineyard Management Co	0.127	0.019	0.014	Napa	1/12/23	No	2
23MOY60	Ag/ off-road	Equipment replacement	1	\$ 222,300	F.A. Maggiore & Sons, LLC	0.602	0.030	0.015	Contra Costa	2/2/23	Yes	2
23MOY22	Ag/ off-road	Equipment replacement	1	\$ 60,900	Jack Neal and Son Inc	0.144	0.023	0.017	Napa	2/6/23	No	2
23MOY17	Ag/ off-road	Equipment replacement	1	\$ 50,800	JPW Development Co., LLC	0.025	0.023	0.006	Solano	2/6/23	No	2
23MOY37	Ag/ off-road	Equipment replacement	2	\$ 143,000	Fred J Fisher	0.227	0.037	0.027	Sonoma	2/7/23	No	2
23MOY41	Ag/ off-road	Equipment replacement	1	\$ 146,000	Pomponio Farms LLC	0.372	0.048	0.028	San Mateo	2/9/2023	No	2
23SBP13	School Bus	Equipment replacement	2	\$ 294,978	Fairfield-Suisun Unified School District	0.111	0.007	0.000	Solano	2/27/2023	Yes	2
23SBP51	School Bus	Equipment replacement + Infrastructure	2	\$ 872,783	St. Helena Unified School District	0.150	0.011	0.001	Napa	5/3/2023	Yes	1,2
23MOY55	Ag/ off-road	Equipment replacement	2	\$ 132,000	Miranda Vineyard Management	0.303	0.050	0.036	Sonoma	3/3/2023	No	2
23MOY4	Ag/ off-road	Equipment replacement	1	\$ 69,900	Crane Family Ranches LLC	0.107	0.014	0.009	Sonoma	3/6/2023	No	2
23SBP32	School Bus	Equipment replacement + Infrastructure	2	\$ 1,130,562	Castro Valley Unified School District	0.126	0.013	0.001	Alameda	5/3/2023	Yes	1,2
23MOY58	Ag/ off-road	Equipment replacement	1	\$ 51,800	Petaluma Pumpkin Patch, LLC	0.078	0.004	0.005	Sonoma	3/8/2023	Yes	2
23MOY11	Ag/ off-road	Equipment replacement	1	\$ 97,000	Bains Farms LLC	0.008	0.002	0.000	Solano	1/24/2023	No	2
23MOY49	Ag/ off-road	Equipment replacement	1	\$ 88,500	Christopher Ranch, LLC	0.301	0.033	0.020	Santa Clara	3/22/2023	Yes	2
23MOY89	Ag/ off-road	Equipment replacement	3	\$ 181,300	Loma del sol farming inc.	0.403	0.052	0.035	Sonoma	3/23/2023	Yes	2
22MOY144	Marine	Engine Retrofit	1	\$ 30,000	San Francisco Bay Area Water Emergency Transportation Authority	0.000	0.000	0.013	Solano	2/8/2023	Yes	2
23MOY76	Ag/ off-road	Equipment replacement	1	\$ 65,600	F. Korbel & Bros. Inc.	0.112	0.006	0.006	Sonoma	4/3/2023	No	2
23MOY31	Ag/ off-road	Equipment replacement	1	\$ 205,500	John Tobias Farms	0.330	0.032	0.017	Santa Clara	5/1/2023	Yes	2
23MOY80	Ag/ off-road	Equipment replacement	1	\$ 59,000	Perata Vineyards LLC	0.066	0.016	0.012	Napa	5/1/2023	No	2
23MOY81	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	0.000	0.000	0.000	Alameda	6/21/2023	Yes	2
23MOY73	Ag/ off-road	Equipment replacement	1	\$ 45,450	Mello dairy	0.165	0.026	0.015	Sonoma	5/3/2023	Yes	2
23MOY67	Ag/ off-road	Equipment replacement	1	\$ 174,000	Manzoni Family Trust	0.372	0.048	0.028	Sonoma	5/10/2023	No	2
23MOY46	Ag/ off-road	Equipment replacement	9	\$ 629,700	Clark Vineyard Management Inc.	0.950	0.150	0.115	Napa	6/21/2023	No	2
23MOY72	Ag/ off-road	Equipment replacement	1	\$ 69,950	Peter J Ferraro	0.278	0.041	0.024	Contra Costa	5/12/2023	No	2
23SBP86	School Bus	Equipment replacement	2	\$ 1,027,412	Antioch Unified School District	0.144	0.011	0.000	Contra Costa	6/21/2023	Yes	1,2
VBB-FYE23 <sup>2</sup>	LD Vehicles	Vehicle Buy Back program projects	886	\$ 1,132,156	Various	5.588	9.007	0	All	Through 3/31/2023	Yes	2
22SBP236	School Bus	Equipment replacement + Infrastructure	6	\$ 2,112,969	Liberty Union High School District	0.652	0.050	0.004	Contra Costa	6/21/2023	Yes	1, 2
2303-34376	LD Infrastructure (FYE23)	Charge!: Install and operate 40 Level 2 (high) chargers at a multi-family housing (MFH) facility in Oakland.	n/a	\$ 280,000	Green Water and Power	0.019	0.011	0.007	Alameda	5/17/23	Yes	1
2302-33902	LD Infrastructure (FYE23)	Charge!: Install and operate 54 Level 2 (high) chargers at six MFH facilities in Corte Madera, Novato, and San Rafael.	n/a	\$ 360,000	NCP Multifamily LLC	0.106	0.063	0.040	Marin	5/17/23	Yes	1
2302-34220	LD Infrastructure (FYE23)	Charge!: Install and operate 18 Level 2 (high) chargers at six MFH facilities in Mill Valley, Novato, San Rafael, and Sausalito.	n/a	\$ 120,000	Marin Clean Energy	0.012	0.007	0.005	Marin	5/17/23	Yes	1
2302-34233	LD Infrastructure (FYE23)	Charge!: Install and operate 46 Level 2 (high) chargers at 23 MFH facilities in Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Pt. Reyes Station, San Rafael, Sausalito, and Tiburon.	n/a	\$ 295,000	Marin Clean Energy	0.020	0.012	0.008	Marin	5/17/23	Yes	1
2303-34370	LD Infrastructure (FYE23)	Charge!: Install and operate 6 Level 2 (high) chargers at a MFH facility in San Rafael.	n/a	\$ 42,000	Marin Clean Energy	0.004	0.002	0.001	Marin	5/17/23	Yes	1
2302-33855	LD Infrastructure (FYE23)	Charge!: Install and operate 10 Level 2 (high) chargers at a MFH facility in Redwood City.	n/a	\$ 55,000	Farm Hill Vista HOA	0.026	0.016	0.010	San Mateo	5/17/23	No	1



## ATTACHMENT 2

Data in this table are updated quarterly. Funds awarded or allocated after the date range below will be reflected in the next quarterly update.

### CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/22 and 6/21/23)

Project #	Project Category	Project Description	Number of Engines	Proposed Contract Award	Applicant Name	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Funding Source <sup>1</sup>
						NOx	ROG	PM				
2302-34115	LD Infrastructure (FYE23)	Charge!: Install and operate 80 Level 1, 124 Level 2 (high), and 6 DC Fast chargers at two transit parking and eight MFH facilities in Oakland and Richmond.	n/a	\$ 1,338,000	GRID Alternatives Bay Area	0.136	0.081	0.052	Alameda, Contra Costa	5/17/23	Yes	1
2303-34373	LD Infrastructure (FYE23)	Charge!: Install and operate 40 Level 2 (high) chargers at a MFH facility in San Francisco.	n/a	\$ 280,000	Green Water and Power	0.019	0.011	0.007	San Francisco	5/17/23	Yes	1
2303-34269	LD Infrastructure (FYE23)	Charge!: Install and operate 8 Level 2 (high) chargers at a MFH facility in San Bruno.	n/a	\$ 56,000	Shelter Creek COA Office	0.049	0.029	0.019	San Mateo	5/17/23	Yes	1
2303-34331	LD Infrastructure (FYE23)	Charge!: Install and operate 6 Level 2 (high) chargers at a MFH facility in Danville.	n/a	\$ 33,000	Danville Townhomes Homeowners Association	0.007	0.004	0.003	Contra Costa	5/17/23	No	1
2302-33961	LD Infrastructure (FYE23)	Charge!: Install and operate 4 Level 2 (high) chargers at a MFH facility in Oakland.	n/a	\$ 28,000	176 Athol LLC	0.006	0.003	0.002	Alameda	5/17/23	Yes	1
2302-33919	LD Infrastructure (FYE23)	Charge!: Install and operate 9 Level 2 (high) and 1 DC Fast chargers at a MFH facility in San Francisco.	n/a	\$ 98,000	MIRA Master Owners Association	0.039	0.024	0.016	San Francisco	5/17/23	Yes	1
2302-34231	LD Infrastructure (FYE23)	Charge!: Install and operate 88 Level 2 (high) and 12 DC Fast chargers at two transit parking facilities in Oakland and Richmond.	n/a	\$ 1,024,000	San Francisco Bay Area Rapid Transit District (BART)	0.209	0.126	0.083	Alameda, Contra Costa	5/17/23	Yes	1
2302-33950	LD Infrastructure (FYE23)	Charge!: Install and operate 8 Level 2 (high) chargers at a MFH facility in Oakland.	n/a	\$ 36,000	EVmatch, Inc.	0.007	0.004	0.002	Alameda	5/17/23	Yes	1
2303-34383	LD Infrastructure (FYE23)	Charge!: Install and operate 40 Level 2 (high) chargers at a MFH facility in Oakland.	n/a	\$ 280,000	Green Water and Power	0.019	0.011	0.007	Alameda	5/17/23	Yes	1
2303-34367	LD Infrastructure (FYE23)	Charge!: Install and operate 40 Level 2 (high) chargers at a MFH facility in Vallejo.	n/a	\$ 280,000	Green Water and Power	0.019	0.011	0.007	Solano	5/17/23	Yes	1
2303-34378	LD Infrastructure (FYE23)	Charge!: Install and operate 97 Level 2 (low) chargers at a MFH facility in Palo Alto.	n/a	\$ 339,500	The Palo Alto Condominium Owners' Association	0.011	0.006	0.004	Santa Clara	5/17/23	No	1
2211-32723	LD Infrastructure (FYE23)	Charge!: Install and operate 15 Level 2 (high) chargers at three MFH facilities in Mill Valley, San Quentin Village, and San Rafael.	n/a	\$ 91,500	Drotman Realty	0.010	0.006	0.004	Marin	5/17/23	Yes	1
23MOY42	Ag/ off-road	Equipment replacement	1	\$ 146,000	County Quarry Products, LLC	0.435	0.051	0.024	Contra Costa	4/3/23	Yes	2
23MOY95	Ag/ off-road	Equipment replacement	1	\$ 57,400	Bal Farm LLC	0.133	0.022	0.016	Solano	4/27/23	Yes	2
23MOY77	Ag/ off-road	Equipment replacement	1	\$ 57,400	Kyle Wolfe	0.213	0.033	0.019	Santa Clara	5/30/23	Yes	2
23MOY100	On-road	Infrastructure	0	\$ 175,000	City of Palo Alto	0.000	0.000	0.000	Santa Clara	5/30/23	Yes	2
23MOY84	Ag/ off-road	Equipment replacement	2	\$ 96,700	Mello Farms	0.148	0.008	0.008	Sonoma	6/1/23	Yes	2
23MOY94	Ag/ off-road	Equipment replacement	1	\$ 329,000	Gilardi & Jacobsen Ag Services, Inc.	0.579	0.055	0.030	Sonoma	6/8/23	No	2
23MOY82	Ag/ off-road	Equipment replacement	2	\$ 140,800	Trefethen Farming LLC	0.241	0.026	0.026	Napa	6/14/23	No	2
23MOY47	Ag/ off-road	Equipment replacement	3	\$ 167,700	Hestan Vineyards, LLC	0.230	0.048	0.036	Napa	6/16/23	No	2
23MOY114	Ag/ off-road	Equipment replacement	1	\$ 42,500	David Azevedo	0.066	0.003	0.004	Contra Costa	6/21/23	No	2
23SBP53	School Bus	Equipment replacement + Infrastructure	14	\$ 4,822,770	Safrans Transportation, Inc.	0.739	0.040	0.004	Santa Clara	TBD	Yes	1, 2
23MOY44	Off-Road	Engine Replacement	5	\$ 1,065,200	Everport Terminal Services	3.707	0.308	0.051	Alameda	TBD	Yes	2
23MOY119	Locomotive	Locomotive Replacement	1	\$ 828,000	Richmond Pacific Railroad	2.501	0.431	0.124	Contra Costa	TBD	Yes	2

**TOTALS**                      **98 Projects**                      **1043**    **\$ 44,549,245**                      **37.0**    **13.2**    **1.9**

<sup>1</sup> Funding source includes (1) Transportation Fund for Clean Air; (2) CMP/MSIF, FARMER and Community Air Protection Program.

\* Funds have been allocated to these programs and projects and results will be determined at the end of project period.

<sup>1</sup> This project was previously approved on March 2, 2022 for \$4,593,083. This line item represents an increase in funding for the school buses under this project in FYE 2023. The current total project award amount is \$3,474,877.

<sup>2</sup> Projects shown under the Vehicle Buy Back program were approved between July 1, 2022 and March 31, 2023. Emission reductions, county award totals, and allocation to priority communities are for projects approved between July 1, and December 31, 2022, and will be updated with more current data in a future report.

# ATTACHMENT 3

## Funding Facts and Figures

7/1/22 through 6/21/23

Funding Sources Reported: Transportation Fund for Clean Air (TFCA), Carl Moyer Program (CMP), Community Air Protection Program (CAPP), Mobile Source Incentive Fund (MSIF), and Funding Agricultural Replacement Measures for Emission Reductions (FARMER)

Figure 1. Status of FYE 2023 funding

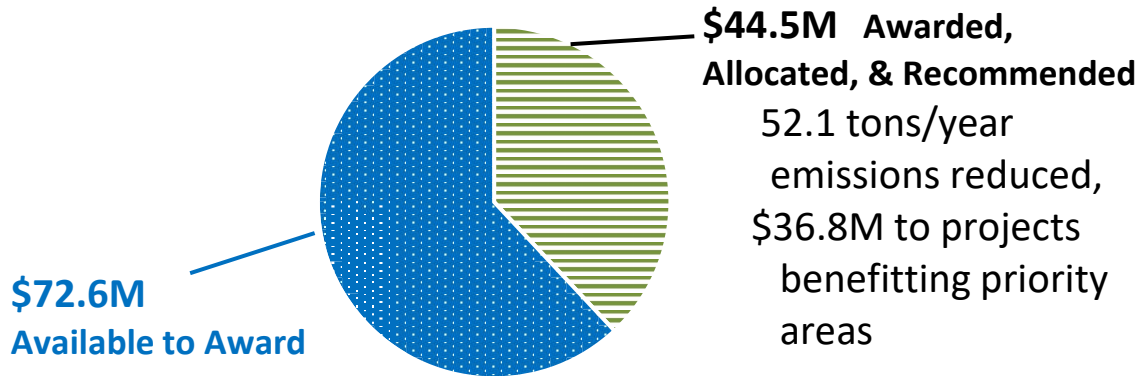


Figure 2. Funding Awarded by County in FYE 2023  
includes funds allocated, awarded, & recommended for award

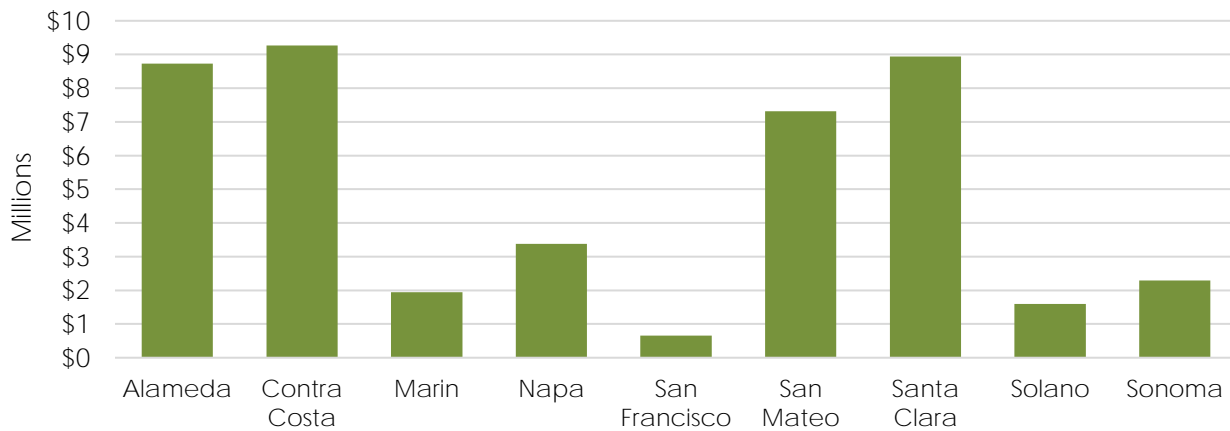
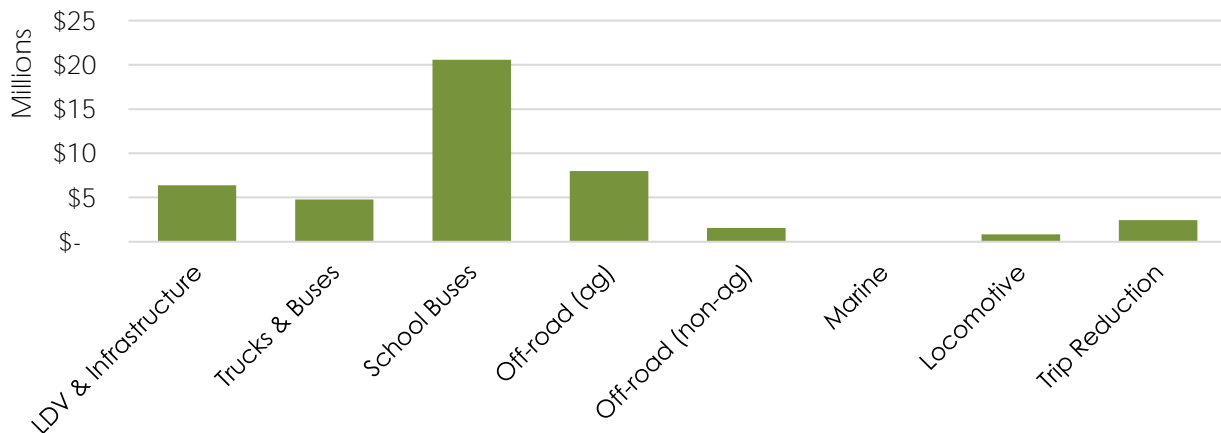


Figure 3. Funding Awarded by Project Category in FYE 2023  
includes funds allocated, awarded, & recommended for award



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Expand Benefits, Vendors, and Partnership Agreements for the  
Home Air Filtration Program

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to (1) expand benefits in Home Air Filtration Program to include one replacement filter for each air cleaner purchased; (2) to purchase air cleaners from any air cleaner vendors selected via an RFQ in amounts not-to-exceed \$250,000 combined; and (3) expand current agreements with Asthma Mitigation Program (AMP) partners from total amounts not-to-exceed \$100,000 to \$250,000 to distribute these filters and filter replacements to low-income clients with respiratory illness.

BACKGROUND

As part of the Home Air Filtration Program, the District has a partnership with the Regional Asthma Management and Prevention program (RAMP), a non-profit organization whose mission is health equity and reducing asthma burden. As part of the program, the Air District Board authorized APCO to provide \$250,000 towards the purchase of home air filtration units to seven Bay Area home visiting programs funded by the California Asthma Mitigation Project (AMP), a statewide project to provide in-home asthma care services, in June 2021. This initiative allows the Air District to reach the most vulnerable populations and ensures they have access to cleaner air in their homes. The home visiting programs deliver portable air filtration units to Medi-Cal recipients diagnosed with poorly controlled asthma and enrolled in the Asthma Mitigation Project and serves patients living in Alameda, Contra Costa, San Francisco, San Mateo, Sonoma, and Santa Clara counties.

In order to procure the air filtration units for distribution, the Air District issued two requests for quotation (RFQ). The initial RFQ No. 2021-002 “Portable Indoor Air Filtration Units Bid Evaluation and Recommendation of Award” was to obtain bulk pricing for home air filters which closed in May 2021. This RFQ only selected vendors who could provide air filtration units.

A second RFQ No. 2021-017 “Portable Indoor Air Filtration Units Bid Evaluation and Recommendation of Award” was to obtain bulk pricing for home air filters as well as filter replacements, which closed in September 2022. This second RFQ allowed staff to expand the

offerings to clients by providing one year of air filtration. Minimum qualifications for the RFQ required applicant to offer units that do the following:

- Use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater,
- Be certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm),
- Be ENERGY STAR certified to ensure energy-efficient operation,
- Have a Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program, and
- Have an AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

DISCUSSION

The Home Air Filtration Program has had a couple of changes since 2021. With the funds allocated in July 2022 from the Wildfire Mitigation Designation General Fund Reserves, the Air District has entered into individual Memorandum of Understanding (MOU) agreements with seven California Asthma Mitigation Program (AMP) partners to distribute air filters to low-income clients with respiratory illness. In response to AMP partner feedback, staff have added providing one filter replacement in addition to the air cleaners. District staff have also conducted a new RFQ and selected different air filter vendors who can provide optimum air cleaning technology and filter replacements at a competitive price.

To encumber the remaining funds from the previous Board authorization in June 2021 with this added benefit, Staff propose amending the Board authorization to: (1) provide one replacement filter along with every home air filtration system order, (2) allow for any vendors selected via the RFQ to be utilized, and (3) expand current agreements with AMP partners for the total amounts not-to-exceed \$250,000 to utilize the remaining funds. Amending the Board authorization will allow for funds to be fully utilized and streamline the use of funding available in a way that helps the Air District increase its outreach and engagement in these communities and will help deliver home air filters to more residents living in communities with disparate air quality impacts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Project funds were included in the General Fund program distribution budget for FYE 2023 but were not spent. This request would carry over the FYE 2023 unspent program distribution budget to the FYE 2024 program distribution budget and amend the FYE 2024 program distribution budget using the following sources:

- Remaining balance of the \$1M Wildfire Mitigation Designation Reserve Transfer for the Home Air Filtration Program - \$634,000
- General Revenues - \$189,000

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Amy Smith  
Reviewed by: Veronica Eady

ATTACHMENTS:

1. 7/20/2022 Board Meeting Consent Calendar Item 17: Report of the Community Equity, Health, and Justice Committee Meeting of July 7, 2022
2. 6/9/2022 Board Memo on Request for Quotations (RFQ) No. 2021-017 for Portable Indoor Air Filtration Units and Replacement Filters Bid Evaluation
3. 6/11/2021 Board Meeting Agenda Item 27: MOA Attachment RFQ No. 2021-002 Portable Indoor Air Filtration Units Bid Evaluation Recommendation of Award

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Sharon L. Landers  
Interim Executive Officer/APCO

Date: July 20, 2022

Re: Report of the Community Equity, Health, and Justice Committee Meeting of July 7, 2022

RECOMMENDED ACTION

A) Authorization to use California Air Resources Board Supplemental Environmental Project Funds and \$1M Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs, given by Joshua Abraham, Acting Assistant Community Engagement Manager.

The Committee recommends the Board **authorize** the Interim Executive Officer/Air Pollution Control Officer to allocate California Air Resources Board Supplemental Environmental Project funds and amend the Community Engagement Division Budget by \$1 million using the Wildfire Mitigation Designation Reserves. These combined funding sources will be used in the following ways:

1. Use of \$231,000 for the purchase of air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease
2. Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute)
3. Execution of contract amendment with IQAir to use remaining \$97,603.29 of California Air Resources Board Supplemental Environmental Project funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in the Richmond - San Pablo area
4. Use \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in Assembly Bill 617 communities
5. Use \$100,000 to purchase air filtration units and replacement filters for Assembly Bill 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations.

BACKGROUND

None.

## DISCUSSION

The Community Equity, Health & Justice Committee met on Thursday, June 7, 2022, and approved the minutes of June 2, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received an oral presentation from Kevin G. Ruano Hernandez, college student and member of both the Air District's Community Advisory Council and Path to Clean Air Community Emissions Reduction Plan Community Steering Committee. Mr. Ruano Hernandez spoke about his concern of the public's lack of knowledge about the Air District's activities, emphasized the importance of active listening, and encouraged the Air District to improve its communication and engagement methods with the public.

The Committee then received the presentation *Efficacy of In-Room Air Cleaners during Wildfire Smoke*, given by Dr. Wanyu Rengie Chan of the Lawrence Berkeley National Laboratory.

Finally, the Committee received the staff presentation *Authorization to use California Air Resources Board Supplemental Environmental Project Funds and \$1M Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs*, given by Joshua Abraham, Acting Assistant Community Engagement Manager. The Committee recommends the Board **authorize** the Interim Executive Officer/Air Pollution Control Officer to allocate California Air Resources Board Supplemental Environmental Project funds and amend the Community Engagement Division Budget by \$1 million using the Wildfire Mitigation Designation Reserves. These combined funding sources will be used in the following ways:

1. Use of \$231,000 for the purchase of air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease
2. Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute)
3. Execution of contract amendment with IQAir to use remaining \$97,603.29 of California Air Resources Board Supplemental Environmental Project funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in the Richmond - San Pablo area
4. Use \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in Assembly Bill 617 communities
5. Use \$100,000 to purchase air filtration units and replacement filters for Assembly Bill 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations.

The next meeting of the Community Equity, Health & Justice Committee will be at the Call of the Chair. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers  
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Equity, Health and Justice Committee July 7, 2022, Meeting Memorandums

BOARD OF DIRECTORS  
MEETING OF 07/20/2022



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT****June 9, 2022**

6/28/2022

TO: Sharon Landers, Interim Executive Officer/APCO DS  
SL

VIA: Veronica Eady, Senior Deputy Executive Officer of Policy & Equity DS  
VE  
 Rex Sanders, Chief Administrative Officer DS  
 Maricela Martinez, Director of Executive and Admin. Resources DS  
MM

FROM: Suma Peesapati, Community Engagement & Environmental Justice Officer DS  
SP  
 Anna Lee, Manager, Community Engagement Office DS  
AL  
 Joshua Abraham, Senior Staff Specialist, Community Engagement Office DS  
JA

SUBJECT: Request for Quotations (RFQ) No. 2021-017 for Portable Indoor Air Filtration Units and Replacement Filters Bid Evaluation and Recommendation of Award

**RECOMMENDED ACTION**

Based on the evaluation criteria set forth in the RFQ, staff recommends selecting and awarding RFQ No. 2021-017, in an amount not to exceed \$1,000,000, to the three bidders and a total of four associated portable indoor air filtration units listed in Table 1.

**Table 1. Recommended Selected Bidders and Portable Indoor Air Filtration Units**

Bidder	Unit
Winix	Winix A230
Amalgamated Services Inc.	Winix 5300-2
Lasko Products/ Guardian Technologies	Germ Guardian AC4900CA
	Germ Guardian AC5000E

**BACKGROUND**

This RFQ sought bulk-purchase pricing for indoor air filtration units and associated replacement filters. Air filtration units were required to meet the following **minimum specifications**:

- use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater,
- be certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm),
- be ENERGY STAR certified to ensure energy-efficient operation,
- have a Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program, and
- have an AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

**BID EVALUATION**

The RFQ for Portable Indoor Air Filtration Units and Replacement Filters remained open for proposals from December 28, 2021 to January 28, 2022. The RFQ was posted on the Air District website and on Bonfire and sent to AHAM for distribution to its membership.

A total of fourteen bidders submitted proposals for twenty-two units. As shown in Table 2, nine units proposed by five bidders were eligible for consideration. Thirteen units proposed by nine bidders were ruled ineligible for consideration due to failure to meet the minimum specifications referenced above.

**Table 2. Bids Received for RFQ No. 2021-017**

<b>Bidder</b>	<b>Proposed Unit Details</b>			<b>Eligible for Consideration? If not, reason for ineligibility</b>
	<b>Manufacturer</b>	<b>Brand Name</b>	<b>Model Number</b>	
<b>Aeris</b>	Aeris Health Inc.	Aeris Health	AA-GR-31-110-US-EU-00	No - not Energy Star, not AHAM certified
<b>Air Oasis LLC</b>	Air Oasis	iAdaptAir	AOIA-M	No - not Energy Star, not AHAM certified
<b>Airgle Corporation</b>	Airgile Corp	Airgile	AG600	No - incomplete application
			AG300	No - not CARB certified, not Energy Star, not AHAM certified, incomplete application
<b>Amalgamated Services Inc.</b>	Winix	Winix	5300-2	<b>Yes</b>
			XLC	<b>Yes</b>
<b>Ferguson Enterprises LLC</b>	Bissell	AIR400	24791	No - not Energy Star, incomplete application
<b>Lasko Products/ Guardian Technologies</b>	Guardian Technologies/ Lasko Products	Germ Guardian	AC5000E	<b>Yes</b>
			AC5900WCA	<b>Yes</b>
			AP5800W	<b>Yes</b>
			AC4900CA	<b>Yes</b>
<b>Murphy Enterprises of AL Inc.</b>	Blueair	Blue Pure	311 Auto - 3431101000	No - not true HEPA
			411 Auto - 3231101000	No - not true HEPA
<b>O&amp;M Resources Inc.</b>	Alen Corporation	Alen Breathe Smart	T500	No - not AHAM certified
			Flex	No - not AHAM certified
			45i	No - not AHAM certified
<b>Raleigh Guice/ Novaerus US Inc.</b>	Novaerus US Inc.	Novaerus	NV1050	No - not Energy Star, not AHAM certified, incomplete application
<b>Synexis LLC</b>	Mack Molding	Synexis Biodefense System: The Sphere Device	M9049	No - not Energy Star, not AHAM certified
<b>US Air Purifiers LLC</b>	Field Control	Field Controls	Trio Plus/ 602604400	<b>Yes</b>

Bidder	Proposed Unit Details			Eligible for Consideration? <i>If not, reason for ineligibility</i>
	Manufacturer	Brand Name	Model Number	
<b>Vizocom ICT LLC</b>	WEST RYDER TECHNOLOGY, LLC	Airthereal	APH550	<b>Yes</b>
<b>Winix</b>	Winix America	Winix	A230	<b>Yes</b>
<b>XPOWER Manufacture</b>	XPOWER Manufacture	XPOWER Manufacture	X-2480A	No - <i>not Energy Star, not AHAM certified, incomplete application</i>

A panel of three Air District staff performed a thorough evaluation of the nine eligible units and scored the bids in accordance with the evaluation criteria outlined in the RFQ.

**Panel Members:**

- Geraldina Grunbaum, BAAQMD Compliance & Enforcement
- Lisa Flores, BAAQMD Community Engagement Office
- Joshua Abraham, BAAQMD Community Engagement Office

Table 3 shows the average scores for each criterion awarded to these nine eligible units by the panel members, ranked by total average score received.

**Table 3. Average Scores of Units that Met Minimum Specifications for RFQ 2021-017**

Bidder	Brand Name & Model Number	Unit Cost <i>38 pts</i>	Replacement filter cost <i>30 pts</i>	CADR <i>20 pts</i>	Product Specifications <i>10 pts</i>	Firm's Specialty Focus Area <i>2 pts</i>	Total /100 points
<i>Winix</i>	<i>Winix A230</i>	<i>37.7</i>	<i>29.7</i>	<i>13.3</i>	<i>7.3</i>	<i>0.0</i>	<i>88.0</i>
<i>Amalgamated Services Inc.</i>	<i>Winix 5300-2</i>	<i>30.7</i>	<i>28.7</i>	<i>17.0</i>	<i>8.0</i>	<i>0.0</i>	<i>84.3</i>
<i>Lasko Products/ Guardian Technologies</i>	<i>Germ Guardian AC4900C A</i>	<i>35.3</i>	<i>28.7</i>	<i>9.0</i>	<i>7.0</i>	<i>0.0</i>	<i>80.0</i>
<i>Lasko Products/ Guardian Technologies</i>	<i>Germ Guardian AC5000E</i>	<i>32.0</i>	<i>28.0</i>	<i>11.7</i>	<i>6.3</i>	<i>0.0</i>	<i>78.0</i>
<i>Lasko Products/ Guardian Technologies</i>	<i>Germ Guardian AC5900W CA</i>	<i>26.7</i>	<i>15.3</i>	<i>16.0</i>	<i>6.0</i>	<i>0.0</i>	<i>64.0</i>
<i>Lasko Products/ Guardian Technologies</i>	<i>Germ Guardian AP5800W</i>	<i>27.0</i>	<i>13.3</i>	<i>14.7</i>	<i>7.3</i>	<i>0.0</i>	<i>62.3</i>
<i>Vizocom ICT LLC</i>	<i>Airthereal APH550</i>	<i>21.0</i>	<i>15.7</i>	<i>16.3</i>	<i>6.7</i>	<i>0.0</i>	<i>59.7</i>
<i>Amalgamated Services Inc.</i>	<i>Winix XLC</i>	<i>11.0</i>	<i>16.7</i>	<i>20.0</i>	<i>7.0</i>	<i>0.0</i>	<i>54.7</i>

<b>Bidder</b>	<b>Brand Name &amp; Model Number</b>	<b>Unit Cost <i>38 pts</i></b>	<b>Replacement filter cost <i>30 pts</i></b>	<b>CADR <i>20 pts</i></b>	<b>Product Specifications <i>10 pts</i></b>	<b>Firm's Specialty Focus Area <i>2 pts</i></b>	<b>Total /100 points</b>
US Air Purifiers LLC	Field Controls Trio Plus/ 60260440	5.7	12.0	20.0	4.3	0.0	42.0

The Air District's Community Engagement Office plans to distribute the awarded indoor air filtration units to Bay Area community members impacted by disproportionate local emissions and the wildfire smoke season. Our distribution partners will be local health clinics and community-based organizations. Current drought conditions in California and forecasts for an intense wildfire season this year, is expected to drive a particularly high demand for indoor air filtration units. Therefore, staff proposes to select the four highest-ranked units to ensure consistent inventory availability.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2021

Re: Wildfire Season Preview

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RECOMMENDED ACTION

Recommend the Board of Directors:

- Authorize the Executive Officer/APCO to enter into agreements with Home filter manufacturers Helen of Troy and Winix, Inc. in amounts not to exceed \$250,000 to purchase home air filters for the Home Air Filtration Program; and
- To expand a current agreement (see Attachment 1) with the Public Health Institute's (PHI) - Regional Asthma Management and Prevention program (RAMP) to distribute these filters.

BACKGROUND

California experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the fire season and increasing the risk of wildfires throughout the state. Wildfires have the potential to destroy entire communities and burn everything in their path, producing a mixture of fine particulate matter and hazardous chemicals and compounds in the air we breathe. Wildfire smoke presents immediate impacts to local air quality and public health, and atmospheric conditions can quickly transport smoke to affect the air quality of an entire region and that of nearby states.

DISCUSSION

Staff will provide an update on the outlook for the 2021 wildfire season, given the below average rainfall during the 2020-2021 rainy season. The presentation will also include an overview of the Air District's Wildfire Response Program and agency actions during wildfire events, including monitoring, smoke forecasting, coordination with state and local agencies, and outreach to the public.

The Air District has developed a comprehensive strategy to reduce the impacts from wildfire smoke and protect public health – the **Wildfire Air Quality Response Program**. Key elements of the program include:

- **Home Air Filtration Program:** This pilot program is a partnership with the Public Health Institute's (PHI) - Regional Asthma Management and Prevention program (RAMP). PHI is a non-profit organization whose mission is health equity and reducing asthma burden. RAMP will provide portable air filtration units to Medi-Cal recipients living in the Bay Area diagnosed with poorly controlled asthma and enrolled in the Asthma Mitigation Project, a statewide project to provide in-home asthma care services. The program will open in June 2021 to patients living in Alameda, Contra Costa, San Francisco, San Mateo, Sonoma, and Santa Clara counties.

In order to procure the air filtration units for distribution, the Air District issued a request for quotation (RFQ) to obtain bulk pricing for home air filters closed in May 2021. Minimum qualifications for the RFQ required applicant to offer units that:

- Use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater;
- Are certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm);
- Are certified to be ENERGY STAR certified to ensure energy-efficient operation;
- Are Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program; and
- Are AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

A total of 10 bidders submitted proposals for 15 different units. Eight units proposed by seven bidders were found to be ineligible for consideration as these units did not meet all minimum qualifications; seven units proposed by three bidders were eligible for consideration.

Of those three bidders, staff is recommending the Board approve entering into agreements with two, filter manufacturers - Hellen of Troy and Winix, Inc. - in amounts not to exceed \$250,000 in total to purchase home air filters for the Home Air Filtration Program. Additional information on the RFQ and selection process are contained in Attachment 2.

Staff also recommends expanding a current agreement with Regional Asthma Management and Prevention (RAMP) to distribute these filters.

- **Cleaner Air Centers – Assembly Bill 836:** (*Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations*). \$3 million has been allocated by the State towards air filtration improvements in the Bay Area. Public buildings (i.e., schools, libraries, and community centers) will be eligible for new HVAC system installations or retrofits, MERV 13+ air filters, or portable air filtration units. The program is estimated to open 4<sup>th</sup> quarter

2021 to counties with disadvantaged communities, including AB 617 and years 1-5 recommended communities. Funding will also be available to county emergency management and disaster response agencies to purchase air filtration units for evacuation centers and sheltering facilities.

- ***American Red Cross Partnership:*** The Air District has partnered with the American Red Cross to deploy portable air filtration systems to evacuation centers and sheltering facilities in the Bay Area during catastrophic wildfires.
- ***Grants and Incentives:*** For Bay Area residents that have lost their homes to rebuild energy efficient homes that reduce climate impacts.
- ***Chipping Pilot Program:*** To reduce fuel loads and wildfire risks. Properties can apply for free chipping services to dispose of material that otherwise would be allowed to be burned under Hazardous Material, Forest Management, or Wildland Vegetation Management fire types in accordance with Regulation 5, Open Burning. \$150,000 has been directed for this pilot program and there have been 6 applications since the program opened in February 2021.

While the presentation will focus on the Air District's **Wildfire Air Quality Response Program**, staff will also briefly highlight efforts that support wildfire prevention.

### **Reducing Wildfire Risk**

- ***Regulation 5, Open Burning:*** Amendments were passed in 2019 to complement statewide efforts to increase prescribed burning and help reduce wildfire risks. The amendments exempt public agencies from incurring Open Burning Fees when conducting prescribed burns for the purpose of wildfire prevention.
- ***PFIRS Prescribed Fire Incident Reporting System:*** Staff have adopted this system, which helps land management agencies and air quality managers connect to coordinate prescribed burns while minimizing local impacts to air quality.

The Air District also has developed resources to help inform the public before and during wildfire events. These resources include:

- ***Wildfire Smoke Preparedness Tips*** are available to help people prepare their home and family for smoke events. <https://www.baaqmd.gov/~media/files/communications-and-outreach/wildfire-materials/wildfire-preparedness-tips-pdf.pdf?la=en>
- ***Guide to Air Quality Data Websites*** provides an overview of websites with air quality data, including information about the data sources, how the data can be used, and links to additional information. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/quarterly-report-documents/guide-to-air-quality-data-websites-pdf.pdf?la=en>

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Funding for Home Air Filtration Program is budgeted as part of the FYE 2021 and proposed FYE 2022 budgets.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kate Hoag, Charley Knoderer, Tracy Lee, and Ila Perkins

Reviewed by: Ranyee Chiang and Kristine Roselius

Attachment 1: Memorandum of Affiliation between the Public Health Institute (PHI) and the Bay Area Air Quality Management District

Attachment 2: Air Filtration RFQ Evaluation

BOARD OF DIRECTORS  
MEETING OF 06/11/2021



### **Memorandum of Affiliation**

This Memorandum of Affiliation is entered into on the subscribed date and between the Public Health Institute (PHI), a California nonprofit public benefit corporation, located at 555 12th St., Suite 290, Oakland, CA 94607 and the Bay Area Air Quality Management District (BAAQMD or Air District), a California agency, located at 375 Beale St., Suite 600, San Francisco, CA 94105.

1. Purpose of agreement. Regional Asthma Management & Prevention (RAMP), a program of the Public Health Institute, seeks to provide technical assistance to asthma home visiting programs in providing low-income people with poorly controlled asthma the supplies needed to reduce exposure to environmental asthma triggers, including wildfire smoke and other sources of air pollution.

BAAQMD shares an interest in reducing exposure to wildfire smoke and other sources of air pollution and has allocated funds to purchase and disseminate portable air filtration units to low-income Bay Area residents.

This Memorandum describes a non-exclusive, non-monetary relationship between PHI and BAAQMD.

#### 2. PHI responsibilities

PHI will, through RAMP:

- Establish and maintain relationships with Bay Area nonprofit organizations, community-based health care providers, health departments and managed care organizations that were awarded Asthma Mitigation Project funds (“AMP fund recipient”)
  - Provide a written “Statement of Expectations” to each AMP fund recipient that establishes the expectations for receiving air filtration units (“units”) from the Air District, including the following from each AMP fund recipient:
    - Provide a delivery address for receipt of units
    - Commit to safely store units until units are distributed
    - Distribute units to individuals with poorly controlled asthma served by the AMP fund recipient’s asthma home visiting program at a rate of one unit per individual with the understanding that the units be distributed to individuals in the BAAQMD funding jurisdiction (the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara, and the southern portion of Sonoma County and the southwestern portion of Solano County)
    - Provide education to recipients on how to use and maintain the units
    - Collect the following data on each unit distributed:
      - Date unit was delivered to individual
      - City and zip code of individual receiving unit
      - Age group, race/ethnicity, and primary language of individual receiving unit

- Estimate number of units that will be distributed in next quarter
- On a quarterly basis:
  - Report data collected and
  - Indicate requested number of units to be purchased the next quarter
- Coordinate and facilitate a meeting among Air District staff and representatives from each AMP funded program to review expectations
- On quarterly basis (14 days after reporting from each AMP fund recipient), provide to Air District:
  - Data specified in Statement of Expectations gathered about all units distributed that quarter,
  - If AMP fund recipients require additional units, request for delivery of these units, specifying the number of units and delivery address for each AMP fund recipient
- Present at Air District Board of Director's meeting
- Participate in social media efforts

PHI makes no commitment that asthma home visiting programs will engage in the project in connection with this Memorandum.

### 3. BAAQMD responsibilities

Air District staff will:

- Solicit bulk pricing for units via request for quotation
- Purchase units quarterly, up to an amount determined by BAAQMD at its sole discretion, but not to exceed \$100,000, for distribution to AMP fund recipients
- Provide for delivery of units to address specified by participating AMP fund recipients on a quarterly basis
  - Delivery of units are expected to occur within 30 days of request from RAMP
- Provide general support, including translation into non-English languages of information sheet about the unit given to each recipient

BAAQMD will designate an individual to be a contact for the responsibilities of this Memorandum.

4. Disclaimer of Warranties. **THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS THAT MAY BE PROVIDED BY PHI UNDER THIS MEMORANDUM OF AFFILIATION ARE PROVIDED "AS IS" AND PHI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PHI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. PHI MAKES NO WARRANTY OF ANY KIND THAT THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS, OR ANY PRODUCTS OR RESULTS OF ITS PROGRAM, WILL MEET OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.**

5. Term of understanding. The term of this understanding shall be from May 1, 2021 through April 30, 2023.

The parties may terminate this understanding by mutual consent. In addition, either party may terminate this understanding with 30 days written notice to the other party.

6. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, agents and contractors from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, members, employees, agents or contractors in connection with this Memorandum.

7. Arbitration. Any controversy or claim arising out of or relating to this Memorandum, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

8. Amendment and Modification; Waiver. No amendment to or modification of this **Memorandum** is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this **Memorandum**, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this **Memorandum** will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9. Assignment. Neither BAAQMD nor PHI may assign or transfer any of its interests or rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder.

10. Survival. Expiration or termination of this Memorandum shall not extinguish any previously-acrued rights or obligations of the parties.

11. Entire Memorandum. This Memorandum is the entire shared understanding between the parties. It supersedes all prior oral or written understandings and it may be amended only in writing.

12. Notices. Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of the understanding described herein.

13. Governing law. The validity, construction, and effect of this Memorandum shall be governed by the laws of the United States of America and the State of California.

FOR PHI:

*Ariel Isaacson* \_\_\_\_\_  
Signature

Ariel Isaacson, Director, Office of  
Research & Agreement Administration  
\_\_\_\_\_  
Printed Name/Title

5/17/2021  
\_\_\_\_\_  
Date

FOR BAAQMD:

DocuSigned by:  
*Jeff McKay* \_\_\_\_\_  
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Signature

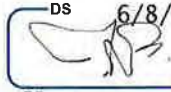
Jack P. Broadbent  
Executive officer/APCO  
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Printed Name/Title



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
BOARD OF DIRECTORS  
MEETING OF 06/11/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

May 28, 2021

TO: Jack P. Broadbent, Executive Officer/APCO DS 6/8/2021  


VIA: Rex Sanders, Chief Administrative Officer DS 6/8/2021  
  
 Maricela Martinez, Director of Administrative Resources DS 6/1/2021  


FROM: Tracy Lee, Compliance and Enforcement Manager DS 6/1/2021  


SUBJECT: Request for Quotations (RFQ) No. 2021-002 for Portable Indoor Air Filtration Units Bid Evaluation and Recommendation of Award

**RECOMMENDED ACTION**

Based on the evaluation criteria set forth in the RFQ, staff recommends selecting and awarding RFQ No. 2021-002, in an amount not to exceed \$250,000, to the two bidders and a total of four associated portable indoor air filtration units listed in Table 1.

Table 1. Recommended Selected Bidders and Portable Indoor Air Filtration Units:

**Table 1. Recommended Selected Bidders and Portable Indoor Air Filtration Units**

Bidder	Unit
Helen of Troy	Honeywell HPA100
	Honeywell HPA200
Winix Inc.	Winix A231
	Winix C535

**BACKGROUND**

As a component of the Air District’s Wildfire Air Quality Response Program, the Compliance and Enforcement Division will distribute portable indoor air filtration units to economically disadvantaged individuals suffering from poorly controlled, moderate to severe asthma in advance of the 2021 wildfire season and continuing through May 2023 on a quarterly basis.

This RFQ sought bulk-purchase pricing for air filtration units that meet the following **minimum specifications**:

- use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater,
- certified by the California Air Resources Board (CARB) to ensure that ozone emissions are limited to no more than 0.050 parts per million (ppm),
- certified to be ENERGY STAR certified to ensure energy-efficient operation,
- have a Clean Air Delivery Rating (CADR) certified through the Association of Home Appliance Manufacturers (AHAM) Portable Electric Room Air Cleaner Certification Program, and
- have an AHAM-certified CADR value of at least 97 cubic feet per minute (cfm) for smoke (i.e., unit is sized to clean a room 150 square feet or larger).

DS  


**BID EVALUATION**

The RFQ for Portable Indoor Air Filtration Units was open from April 1 to April 30, 2021. The RFQ was posted on the Air District website and on Bonfire and sent to AHAM for distribution to its membership.

A total of 10 bidders submitted proposals for 15 different units. As indicated in Table 2, eight units proposed by seven bidders were found to be ineligible for consideration as these units did not meet all minimum qualifications; seven units proposed by three bidders were eligible for consideration.

**Table 2. Total Bids Received for RFQ No. 2021-002**

<b>Bidder</b>	<b>Proposed Unit Details</b>			<b>Eligible? If not, reason for ineligibility</b>
	<b>Manufacturer</b>	<b>Brand Name</b>	<b>Model Number</b>	
<b>Austin Air Systems Ltd</b>	Austin Air Systems Ltd	Healthmate Plus	B450	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Blueair, Inc.</b>	Blueair	Blueair	Blue Pure 411 Auto 3231101000	<ul style="list-style-type: none"> <li>• not true HEPA</li> </ul>
<b>Ferguson Enterprises LLC</b>	Bissle	Sanitare	Air220	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
	Bissle	Sanitare	Air400	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Green Dream International</b>	Olansi	Olansi Air and Water Purification	A3F	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM-Verified</li> </ul>
<b>IndoorDoctor, LLC</b>	Aerus	Guardian Angel	F179A	<ul style="list-style-type: none"> <li>• below CADR minimum</li> </ul>
<b>Medify Air</b>	Medify Air	Medify Air	MA-25	<ul style="list-style-type: none"> <li>• not AHAM Certified</li> </ul>
<b>The Maclean Group</b>	Delos	Intellipure Compact	10600-9	<ul style="list-style-type: none"> <li>• not Energy Star Certified</li> <li>• not AHAM Certified</li> </ul>
<b>Helen of Troy</b>	Helen of Troy	Honeywell	HPA100	Yes
	Helen of Troy	Honeywell	HPA200	Yes
	Helen of Troy	Honeywell	HPA300	Yes
<b>Oransi</b>	Oransi	Oransi	EJ120 Air Purifier	Yes
	Oransi	Oransi	Oransi mod HEPA Air purifier	Yes
<b>Winix Inc</b>	Winix Inc	Winix	C535	Yes
	Winix Inc	Winix	A231	Yes

A panel of four individuals - two Air District staff, the Director of Regional Asthma Management & Prevention (RAMP), and the Chronic Disease Program Director from the Alameda County Public Health Department - performed a thorough evaluation of the seven eligible units.

Table 3 shows the average scores awarded by the panel members in accordance with the evaluation criteria outlined in the RFQ, ranked by average total score received.



**Table 3. RFQ Scores of Units that Met Minimum Specifications**

Bidder	Model	Cost <i>50 pts</i>	CADR <i>20 pts</i>	Product Specifications		Firm's Specialty Focus Area <i>2 pts</i>	/100 points
				Cost of Replacement HEPA Filter <i>18 pts</i>	Additional features <i>10 pts</i>		
<b>Helen of Troy</b>	Honeywell HPA100	48.5	10	18	7.75	0	<b>84.25</b>
<b>Winix Inc</b>	Winix A231	50	12.75	13.75	7.5	0	<b>84</b>
<b>Winix Inc</b>	Winix C535	47.25	16.5	7.5	9	0	<b>80.25</b>
<b>Helen of Troy</b>	Honeywell HPA200	44.25	15	10.75	7	0	<b>77</b>
<b>Helen of Troy</b>	Honeywell HPA300	40.25	19.25	7.25	6.25	0	<b>73</b>
<b>Oransi</b>	Oransi mod HEPA Air purifier	21.25	20	5.5	5	0	<b>51.75</b>
<b>Oransi</b>	Oransi EJ120 Air Purifier	12.5	20	2.5	5	0	<b>40</b>

Given current drought conditions in California and elevated changes for wildfires this year, it is anticipated that there will be particularly high demand for air filtration units. Therefore, staff proposes to select the two highest-ranked bidders and the two highest-ranked units from those bidders to ensure consistent inventory availability.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Amend Contract with Clean Cars for All Contractor

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the Air District Contract No. 2022.002, with GRID Alternatives Bay Area to extend the contract term and include an additional \$675,000 to continue to provide consumer education and support for clean transportation incentives in the Bay Area.

BACKGROUND

The Clean Cars for All (CCFA) program is a voluntary program where eligible income-qualified consumers living in communities disproportionately burdened by pollution can receive an incentive (up to \$9,500) to scrap an old vehicle and buy a cleaner and more fuel-efficient replacement vehicle. Eligible vehicles include conventional hybrid vehicles, plug-in hybrid vehicles, and battery electric vehicles and fuel cell electric vehicles. Consumers may also select an incentive for clean mobility options, which includes a card for public transit and electric bicycles. Consumers that purchase an eligible vehicle through the program may also receive a rebate of up to \$2,000 for electric vehicle service equipment or a portable charger. This program may be paired with other incentives, including the California Clean Vehicle Rebate Project, PG&E's Pre-owned Electric Vehicle Rebate Program, Peninsula Clean Energy's Used Electric Vehicle Rebate Program, and the federal tax credit for purchasing a clean air vehicle.

The Air District launched the CCFA program in March 2019 and has since awarded incentive funds to over 4,000 residents. The program is currently open and accepting applications. CCFA program funding has come from a variety of sources, such as proceeds from the state's Cap-and-Trade program or California Climate Investments, the Volkswagen Mitigation Fund, the Air Quality Improvement Program Fund which is overseen by the California Air Resources Board (CARB), and the Air District's Transportation Fund for Clean Air. On June 1, 2023, the Air District executed the most recent CCFA grant with CARB which provides an additional \$28 million to continue administering the program in the Bay Area.



## DISCUSSION

The Air District issued Request for Proposals (RFP) No. 2021-003, to identify and select a contractor to provide consumer education and support for the CCFA program for two years, with an option to extend for an additional three years. Through the RFP process, GRID Alternatives Bay Area was selected to provide consumer education and support for the CCFA program. The Air District and GRID Alternatives Bay Area executed Contract No. 2022.002 (Attachment 1) on April 1, 2022, with a total cost not to exceed \$624,755. Consumer education and support is a critical component of this program due to the high-volume inquiries and applications, need for direct vehicle owner assistance, and need to provide multi-lingual and multi-cultural support to best serve Bay Area residents.

Due to the additional \$28 million in CARB funding and future expansion of the CCFA program, continued and increased support is needed. GRID Alternatives Bay Area has been providing assistance for the CCFA program since 2019 and they have extensive knowledge and experience supporting the program. Staff recommends the Board of Directors authorize the Executive Officer/APCO amend the contract with GRID Alternatives Bay Area to extend the contract for an additional two years and include up to \$675,000, to continue providing case management support for the CCFA program, for a total contract amount not to exceed \$1,299,755.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds to administer the CCFA program are provided by program grant allocations. Administration funds are used for staffing costs, professional services, and other program operating costs.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Tin Le  
Reviewed by: Anthony Fournier

## ATTACHMENTS:

1. Attachment 1 - GRID Alternatives Contract # 2022.002
2. Attachment 2 - GRID Alternatives Contract# 2022.002 - Amendment 1 Draft

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2022.002**

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 **GRID Alternatives Bay Area** (“CONTRACTOR”) whose address is 1171 Ocean Ave, Suite 200, Oakland, CA 94608.
  
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. Work performed by CONTRACTOR under this Contract will be federally-funded in part from the Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program provided by the Federal Highway Administration and administered by the California Department of Transportation.
  - C. 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 paragraphs A-E above.
  
4. TERM – The term of this Contract is January 1, 2022 to December 31, 2023, 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 \$624,755.
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 \$624,755. 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: Anthony Fournier

CONTRACTOR: GRID Alternatives Bay Area  
1171 Ocean Ave, Suite 200  
Oakland, CA 94608  
Attn: Arthur Bart-Williams

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
  
12. EMPLOYEES OF CONTRACTOR
  - A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
  - C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
  
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
  - A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report, outreach or marketing documents, and news or media publications 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.

28. FEDERAL FUNDING REQUIREMENTS

A. Non-Discrimination and Statement of Compliance

- i) CONTRACTOR’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- ii) During the performance of this Contract, CONTRACTOR and its subcontractors shall not deny the Contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- iii) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.8, and the regulations or standards adopted by DISTRICT to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8101-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- iv) CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the DISTRICT upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or DISTRICT shall require to ascertain compliance with this

clause.

- v) CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- vi) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- vii) CONTRACTOR, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- viii) CONTRACTOR shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.
- ix) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the DISTRICT components of the Disadvantaged Business Enterprises (DBE) Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**B. Cost Principles and Administrative Requirements**

- i) CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- ii) CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii) Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to DISTRICT.
- iv) When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**C. Contingent Fee - CONTRACTOR warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee,**

excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, DISTRICT has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Retention of Records/Audits - For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, subcontractors, and DISTRICT shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Contract including, but not limited to, the costs of administering the Contract. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract. DISTRICT, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the Contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

E. Subcontracting

- i) Nothing contained in this Contract or otherwise, shall create any contractual relation between DISTRICT and any subcontractors, and no subcontract shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to the DISTRICT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the DISTRICT's obligation to make payments to the CONTRACTOR.
- ii) CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by DISTRICT Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- iii) Any subcontract entered into as a result of this Contract, shall contain all the provisions stipulated in this entire Contract to be applicable to subcontractors unless otherwise noted.
- iv) CONTRACTOR shall pay its subcontractors within Fifteen (15) calendar days from receipt of each payment made to CONTRACTOR by DISTRICT.
- v) Any substitution of subcontractors must be approved in writing by DISTRICT Contract Administrator in advance of assigning work to a substitute subcontractor.
- vi) Prompt Progress Payment - CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or

subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two (2) percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

vii) Prompt Payment of Withheld Funds to Subcontractors - DISTRICT may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by DISTRICT, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. DISTRICT has designated the method below to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor.

- No retainage will be held by DISTRICT from progress payments due to CONTRACTOR. CONTRACTOR and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the DISTRICT's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### F. Equipment Purchase and Other Capital Expenditures

- i) Prior authorization in writing by DISTRICT's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- ii) For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by DISTRICT's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- iii) Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
  - CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, DISTRICT shall receive a proper refund or credit at the conclusion of the

Contract, or if the Contract is terminated, CONTRACTOR may either keep the equipment and credit DISTRICT in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established DISTRICT procedures; and credit DISTRICT in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by DISTRICT and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by DISTRICT.

- Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

G. Rebates, Kickbacks or Other Unlawful Consideration - CONTRACTOR warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any DISTRICT employee. For breach or violation of this warranty, DISTRICT shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

H. State Prevailing Wage Rates for Public Works Projects

- i) No contractor or subcontractor may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.
- ii) CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at DISTRICT construction sites, at DISTRICT facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve DISTRICT projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- iii) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- iv) Payroll Records for contracts containing public work elements:
  - CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security

number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- The information contained in the payroll record is true and correct.
  - The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- The payroll records enumerated under paragraph (i) above shall be certified as correct by CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by DISTRICT representatives at all reasonable hours at the principal office of CONTRACTOR. CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - A certified copy of all payroll records enumerated in paragraph (a) above, shall be made available for inspection or furnished upon request to a representative of DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONTRACTOR.
    - The public shall not be given access to certified payroll records by CONTRACTOR. CONTRACTOR is required to forward any requests for certified payrolls to DISTRICT's Contract Administrator by both email and regular mail on the business day following receipt of the request.
  - CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (a) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  - Any copy of records made available for inspection as copies and DISTRICT AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.
  - CONTRACTOR shall inform DISTRICT of the location of the records enumerated under paragraph (a) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

- CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to DISTRICT, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by DISTRICT from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- v) When prevailing wage rates apply, CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the DISTRICT Contract Administrator.
- vi) Penalty
- CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, CONTRACTOR and any subcontractor shall forfeit to DISTRICT a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  - The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR subcontractor in meeting their respective prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the Contract.
  - In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.
  - If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the

following requirements:

- The Contract executed between CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
- Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- Prior to making final payment to the subcontractor for work performed on the public works project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- Pursuant to Labor Code §1775, DISTRICT shall notify CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- If DISTRICT determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if DISTRICT did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by DISTRICT.
- Hours of Labor - Eight (8) hours labor constitutes a legal day's work. CONTRACTOR shall forfeit, as a penalty to the DISTRICT, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.



- Employment of Apprentices for contracts containing public work elements:
  - Where either the prime Contract or the subcontract exceeds thirty thousand dollars (\$30,000), CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  - CONTRACTOR and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Contract work. CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

I. Prohibition of Expending DISTRICT, State, or Federal Funds for Lobbying

- i) CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
  - a. No State, Federal, or DISTRICT appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- iii) CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

J. Debarment and Suspension Certification

- i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- ii) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- iii) Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

K. Disadvantaged Business Enterprises Participation

- i) CONTRACTOR, DISTRICT, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#). All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:
  - 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
  - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
  - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."
- ii) This Contract is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who enter into a federally-funded agreement will assist DISTRICT in a good faith effort to achieve California's statewide overall DBE goal.
- iii) The goal for DBE participation for this Contract is 0%. Participation by DBE CONTRACTOR or subcontractor shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) hyperlinked hereto and incorporated as part of the

Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

- iv) CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the Contract goal, or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit [Exhibit 15-H: DBE Information – Good Faith Efforts](#) to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- v) Contract Assurance - Under 49 CFR 26.13(b), CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONTRACTOR from future proposing as non-responsible.
- vi) Termination and Substitution of DBE subcontractors - CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE subcontractor obtains the DISTRICT's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the DISTRICT. Unless the DISTRICT's consent is provided, CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the [Exhibit 10-O2 Consultant Contract DBE Commitment](#) form. DISTRICT authorizes a request to use other forces or sources of materials if CONTRACTOR shows any of the following justifications:
  - a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
  - b. DISTRICT stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the DISTRICT's bond requirements.
  - c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
  - d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
  - e. Listed DBE's work is unsatisfactory and not in compliance with the contract.
  - f. Listed DBE is ineligible to work on the project because of suspension or debarment.
  - g. Listed DBE becomes bankrupt or insolvent.

- h. Listed DBE voluntarily withdraws with written notice from the Contract.
- i. Listed DBE is ineligible to receive credit for the type of work required.
- j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- k. DISTRICT determines other documented good cause.

CONTRACTOR shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONTRACTOR and DISTRICT of the reasons why the use of other forces or sources of materials should not occur. CONTRACTOR's request to use other forces or material sources must include:

- a. One or more of the reasons listed in the preceding paragraph.
- b. Notices from CONTRACTOR to the DBE regarding the request.
- c. Notices from the DBEs to CONTRACTOR regarding the request.

If a listed DBE is terminated or substituted, CONTRACTOR must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

vii) Commitment and Utilization - DISTRICT's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. DISTRICT shall request CONTRACTOR to:

- a. Notify the DISTRICT's contract administrator or designated representative of any changes to its anticipated DBE participation
- b. Provide this notification before starting the affected work
- c. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see [Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment](#))

If CONTRACTOR is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work. If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to DISTRICT. On work completion, CONTRACTOR shall complete [Exhibit 17-O Disadvantaged Business Enterprises \(DBE\) Certification Status Change](#) form and submit the form to the DISTRICT within 30 days of contract acceptance. Upon work completion, CONTRACTOR shall complete [Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises \(DBE\), First-Tier Subcontractors](#) and submit it to the DISTRICT within 90 days of contract acceptance. DISTRICT will withhold \$10,000 until the form is submitted. DISTRICT will release the withhold upon submission of the completed form. In the DISTRICT's reports of DBE participation to Caltrans, DISTRICT must display both commitments and attainments.

viii) A DBE is only eligible to be counted toward the Contract goal if it performs a Commercially Useful Function (CUF) on the Contract. CUF must be evaluated on a

contract by contract basis. A DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.

- ix) ) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- x) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- xi) CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- xii) If a DBE subcontractor is decertified during the life of the Contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to DISTRICT within thirty (30) calendar days.
- xiii) After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, CONTRACTOR shall complete and email the [Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments](#) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to DISTRICT at [tle@baaqmd.gov](mailto:tle@baaqmd.gov).
- xiv) Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

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

GRID ALTERNATIVES BAY AREA

By: DocuSigned by:  
Alexander Crockett  
Alexander Crockett  
Interim Executive Officer/APCO

By: DocuSigned by:  
Arthur Bart-Williams  
Arthur Bart-Williams  
Executive Director

Date: 4/1/2022

Date: 3/10/2022

Approved as to form:  
District Counsel

Approved as to form (optional):

By: DocuSigned by:  
Adan Schwartz 4/1/2022  
Adan Schwartz  
Acting District Counsel

By: \_\_\_\_\_  
Legal Counsel

## **ATTACHMENT A**

### **SCOPE OF WORK**

CONTRACTOR shall provide case management services and support for potential participants and approved participants (referred to collectively as “consumers”) of the Clean Cars for All (CCFA) program, an incentive program that provides funding to low-income consumers in disadvantaged communities to retire older, higher-polluting vehicles, and replace them with newer, cleaner, and more fuel-efficient vehicles or with mobility options (public transit or electric bicycles). CONTRACTOR shall engage in outreach to consumers of the CCFA program, provide consumers with information about the CCFA program and its eligibility requirements, and assist consumers with submitting applications for review by DISTRICT staff, among other tasks as outlined in detail in this Scope of Work.

#### **A. Case Management Services**

##### **1. Case Manager Development and Organization**

CONTRACTOR shall participate in a kick-off planning meeting with DISTRICT staff and participate in weekly conference calls or meetings with DISTRICT staff, at DISTRICT’s discretion, for the duration of this Contract.

CONTRACTOR shall recruit and/or identify current staff and train a Clean Mobility Manager, Program Manager, Assistant Manager, Program Specialist and Program Coordinator (referred to collectively as “Case Managers”) and support staff with experience working with low-income consumers. Case Managers will provide one-on-one assistance to consumers to process and scrap their old vehicles, identify replacement vehicles or mobility options, estimate the cost of ownership of a replacement vehicle, understand other incentive opportunities available for each option, provide customer protection information, vehicle technology educational assistance, and other relevant assistance as needed.

CONTRACTOR shall collaborate with DISTRICT to develop or update existing Operation Manual to be used by all Case Managers to ensure a consistent process for assisting and advocating for consumers. CONTRACTOR must receive the DISTRICT’s approval prior to the release and implementation of the Operations Manual and any alterations to the Operations Manual must be approved by the DISTRICT.

CONTRACTOR shall establish procedures and processes to protect personally identifiable data, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

##### **2. Case Management Service and Support**

CONTRACTOR shall set up and manage a consumer hotline and textline to provide program information and support and promote program participation. CONTRACTOR shall ensure the hotline and textline are open during regular business hours, Monday through Friday (except holidays), and respond to any voicemails that request assistance. CONTRACTOR shall respond to all inquiries within

seven (7) business days where possible, with a goal of three (3) business days. CONTRACTOR shall also provide support in Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese as needed.

Case Managers will be the main point of contact for consumers during the application process, vehicle replacement process or mobility option process, electric vehicle service equipment (EVSE) installation process, and old vehicle scrapping process. CONTRACTOR shall ensure Case Managers are fully trained on CCFA requirements, eligibility, incentive levels and the Operations Manual. CONTRACTOR shall supervise Case Managers to assist consumers with the following responsibilities:

1. Conduct preliminary evaluation of eligibility of consumers (based on household income level and place of residence) and their current vehicles.
2. Provide one-on-one assistance to CCFA consumers by phone, e-mail, or in-person at workshops and events.
3. Help consumers complete the online application and upload all supporting documents.
4. Educate consumers on vehicle and transportation options to help them make informed decisions, including about estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the consumer (from the DISTRICT and other sources). DISTRICT staff will provide education materials to help Case Managers.
5. Perform virtual and/or in person pre-inspections for consumers by verifying the vehicle identification number, license plate number and odometer, viewing the functionality test of the vehicle to determine vehicle eligibility and submitting the completed pre-inspection to DISTRICT. The functionality test requires a vehicle to be driven forward and in reverse for a minimum of 25 feet under its own power.
6. Check for vehicle safety recalls.
7. Assist consumers in identifying source of financing, if needed.
8. Answer consumer questions about the program and application status in a timely manner.
9. Submit information to DISTRICT staff for final approval of incentive, which will initiate DISTRICT payment to either the car dealership, financial institution, or alternative transportation provider.
10. Maintain all information about successful, unsuccessful, and waitlisted applications in the grant management system, including the consumer's information and supporting documentation along with the resulting outcome (successful program participation, which includes existing vehicle scrapped, acquisition of replacement vehicle or alternative mobility choice, and financing information).
11. Provide instructions to consumers on steps for scrapping the existing vehicle, purchasing the new vehicle, setting up the transportation card, purchasing an e-bike, or purchasing or installing EVSE.
12. Direct consumers to California's Low-Cost Auto Insurance Program, if needed.
13. Protect consumers and their information, including from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X).
14. Notify the DISTRICT immediately if any actual and/or potentially fraudulent activity by a vehicle dealer, consumer, or third-party entity and work with DISTRICT to determine an appropriate course of action.

CONTRACTOR shall coordinate with Access Clean California (formerly called One-Stop-Shop Pilot Project) administrator to develop and implement Access Clean California. This includes, but is not



limited to, establishing an integrated process or manual process to accept CCFA referrals from Access Clean California.

### **B. Targeted Outreach and Marketing**

CONTRACTOR shall participate in public workshops and events, as needed, and provide outreach support, including assisting in the development of marketing materials and program promotions, for the duration of this Contract. All press releases, news media, websites, brochures, mailers, publications and marketing materials must be approved by DISTRICT prior to public release and materials must acknowledge the California Climate Investments program as a funding source. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program." CONTRACTOR may also display the CCI logo in connection with such materials; if it does so, usage of the logo must conform to the guidelines published at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

CONTRACTOR will be responsible for the following tasks:

1. Analyzing CCFA participation data to identify underserved or underrepresented consumers and communities.
2. Developing a strategy with DISTRICT staff to increase participation rates among underserved or underrepresented consumers and communities.
3. Assisting the DISTRICT with conducting outreach about the CCFA program and recruiting eligible consumers through events, mailers, and online outreach particularly in Assembly Bill 617 communities.
4. Organizing partnerships with community-based organizations, environmental justice organizations, and non-profits to promote the CCFA program.

### **C. EVSE Outreach and Support**

Consumers that purchase an eligible vehicle through the CCFA program may also receive a rebate for EVSE, a portable charger, or public charging. CONTRACTOR and its Case Managers will provide the following EVSE outreach and support to consumers:

1. Educating consumers on EVSE options and providing support for consumers who wish to install EVSE, purchase a portable charger or receive a \$500 public charging card.
2. Identifying consumers that live in multi-unit dwellings and work with them and property owners to install EVSE using the \$2,000 rebate and/or other grant programs, such as the DISTRICT's Charge! Program ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge)).
3. Assisting consumers with assembling and submitting EVSE estimates and reimbursement packets to DISTRICT.
4. Ensuring that EVSE installations are installed using Electric Vehicle Infrastructure Training Program certified electricians in accordance with Public Utilities Code 740.20.

## Schedule

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion.

Schedule	CONTRACTOR Tasks
January 2022	<ul style="list-style-type: none"> <li>- Relaunch planning meeting with DISTRICT staff, discussing lessons learned in course of initial contract</li> <li>- Review and edit Operations Manual as needed</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>- Begin hiring process for new Program Coordinator</li> <li>- Planning for EVSE offerings and opportunities with DISTRICT</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>- Discussion of outreach and marketing efforts to target communities</li> <li>- Deployment of additional EVSE offerings to consumers, with goals of faster processing time and more options for consumers</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
April 2022 - May 2022	<ul style="list-style-type: none"> <li>- Program Coordinator hired, onboarded, and trained</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
May 2022 – November 2022	<ul style="list-style-type: none"> <li>- Continued program administration, case management and refinement</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>- Evaluation and refinement of EVSE programs, including proactive EVSE offerings</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
January 2023 – October 2023	<ul style="list-style-type: none"> <li>- Staggered outreach efforts to maximize applicants and minimize bottlenecks</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
November 2023 – December 2023	<ul style="list-style-type: none"> <li>- Work with DISTRICT to wrap up contract deliverables, including supporting transition of services to DISTRICT and/or a new contractor as needed, while retaining project related papers and reports for a minimum of five years</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>

**ATTACHMENT B****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, on both a fixed-price and hourly rate basis. DISTRICT will pay CONTRACTOR on an hourly basis for time spent assisting consumers in accessing, applying for, and participating in CCFA, and on a fixed-price basis for all other tasks outlined in the Scope of Work, as follows:

DISTRICT shall pay CONTRACTOR a fixed-price for all tasks outlined in the Scope of Work other than assisting individual consumers in accessing, applying for, and participating in the CCFA program, according to the following payment schedule:

<b>Operations and Oversight (Fixed Cost)</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Case Management (Case Manager Development and Organization)	June 2022	\$5,000.00
Case Management (Consumer Textline)	June 2022	\$3,284.42
EVSE Outreach and Support	June 2022	\$1,952.80
Targeted Outreach and Marketing	December 2022	\$11,000.00
	June 2023	\$11,000.00
<b>Total</b>		<b>\$32,237.22</b>

In addition to the fixed-price payments outlined in the preceding paragraph, DISTRICT shall pay CONTRACTOR for time spent by Case Managers assisting consumers in accessing, applying for, and participating in CCFA. DISTRICT shall pay CONTRACTOR at the following rates for time spent on such assistance, up to an amount not to exceed \$583,031.38. Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and assisting consumers; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph.

<b>Staff Title</b>	<b>Hourly Rate (January 2022 – December 2022)</b>	<b>Hourly Rate (January 2023 – December 2023)</b>
Clean Mobility Manager	\$58.55	\$61.48
Program Manager	\$55.64	\$58.42
Assistant Manager	\$44.00	\$46.20
Assistant Manager (EVSE Outreach & Support)	\$44.00	\$46.20
Program Specialist	\$40.84	\$42.88
Program Coordinator	\$37.34	\$42.88

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$9,486.40 for computer and office equipment, travel, printing, outreach and marketing materials, and miscellaneous outreach and event costs. All expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out of state travel is prohibited and only travel costs within California will be reimbursed. Any travel

expenses incurred must follow the travel policy attached hereto as Attachment C.

CONTRACTOR shall submit invoices once a month accompanied by a progress report describing all work completed during the preceding month in accordance with Section 8 of this Contract. If no work was performed on the project during a given month, no invoice or progress report will be sent for that month. DISTRICT, at its discretion, may waive any of the required progress reports. Progress reports will include any CONTRACTOR cost-share, including overhead, CONTRACTOR outreach and support staff (titles, number of hours, and rates), and Access Clean California outreach resources.

**Total cost of Contract not to exceed \$624,755.**

## Attachment C



# Contractor Travel Policy

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

## **GUIDELINES**

### **Making Travel Arrangements**

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

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

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

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.002**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, June 29, 2023, and consists of nine pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **GRID Alternatives Bay Area** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for case management services and support for potential and approved participants of the DISTRICT’s Clean Car for All program (the “Contract”), which Contract was executed on behalf of CONTRACTOR on March 10, 2022, and on behalf of DISTRICT on April 1, 2022.
2. The PARTIES seek to amend the term, the total cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks to continue receiving the services from CONTRACTOR that are prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$624,755” with “\$1,299,755,” to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including December 31, 2025, is \$1,299,755.
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$624,755” with “\$1,299,755,” to reflect that the maximum recovery under this section of the Contract shall be \$1,299,755.

4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work," and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule," and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

GRID ALTERNATIVES BAY AREA

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Arthur Bart-Williams  
Executive Director

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel



## ATTACHMENT A-1

### SCOPE OF WORK

CONTRACTOR shall provide case management services and support for potential participants and approved participants (referred to collectively as “consumers”) of the Clean Cars for All (CCFA) program, an incentive program that provides funding to low-income consumers in disadvantaged communities to retire older, higher-polluting vehicles, and replace them with newer, cleaner, and more fuel-efficient vehicles or with mobility options (public transit or electric bicycles). CONTRACTOR shall engage in outreach to consumers of the CCFA program, provide consumers with information about the CCFA program and its eligibility requirements, and assist consumers with submitting applications for review by DISTRICT staff, among other tasks as outlined in detail in this Scope of Work.

#### **A. Case Management Services**

##### **1. Case Manager Development and Organization**

CONTRACTOR shall participate in a kick-off planning meeting with DISTRICT staff and participate in weekly conference calls or meetings with DISTRICT staff, at DISTRICT’s discretion, for the duration of this Contract.

CONTRACTOR shall recruit and/or identify current staff and train a Clean Mobility Manager, Program Manager, Assistant Manager, Program Specialist and Program Coordinator (referred to collectively as “Case Managers”) and support staff with experience working with low-income consumers. Case Managers will provide one-on-one assistance to consumers to process and scrap their old vehicles, identify replacement vehicles or mobility options, estimate the cost of ownership of a replacement vehicle, understand other incentive opportunities available for each option, provide customer protection information, vehicle technology educational assistance, and other relevant assistance as needed.

CONTRACTOR shall collaborate with DISTRICT to develop or update existing Operation Manual to be used by all Case Managers to ensure a consistent process for assisting and advocating for consumers. CONTRACTOR must receive the DISTRICT’s approval prior to the release and implementation of the Operations Manual and any alterations to the Operations Manual must be approved by the DISTRICT.

CONTRACTOR shall establish procedures and processes to protect personally identifiable data, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

##### **2. Case Management Service and Support**

CONTRACTOR shall set up and manage a consumer hotline and textline to provide program information and support and promote program participation. CONTRACTOR shall ensure the hotline and textline are open during regular business hours, Monday through Friday (except holidays), and respond to any voicemails that request assistance. CONTRACTOR shall respond to all inquiries within seven (7) business

days where possible, with a goal of three (3) business days. CONTRACTOR shall also provide support in Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese as needed.

Case Managers will be the main point of contact for consumers during the application process, vehicle replacement process or mobility option process, electric vehicle service equipment (EVSE) installation process, and old vehicle scrapping process. CONTRACTOR shall ensure Case Managers are fully trained on CCFA requirements, eligibility, incentive levels and the Operations Manual. CONTRACTOR shall supervise Case Managers to assist consumers with the following responsibilities:

1. Conduct preliminary evaluation of eligibility of consumers (based on household income level and place of residence) and their current vehicles.
2. Provide one-on-one assistance to CCFA consumers by phone, e-mail, or in-person at workshops and events.
3. Help consumers complete the online application and upload all supporting documents.
4. Educate consumers on vehicle and transportation options to help them make informed decisions, including about estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the consumer (from the DISTRICT and other sources). DISTRICT staff will provide education materials to help Case Managers.
5. Perform virtual and/or in person pre-inspections for consumers by verifying the vehicle identification number, license plate number and odometer, viewing the functionality test of the vehicle to determine vehicle eligibility and submitting the completed pre-inspection to DISTRICT. The functionality test requires a vehicle to be driven forward and in reverse for a minimum of 25 feet under its own power.
6. Check for vehicle safety recalls.
7. Assist consumers in identifying source of financing, if needed.
8. Answer consumer questions about the program and application status in a timely manner.
9. Submit information to DISTRICT staff for final approval of incentive, which will initiate DISTRICT payment to either the car dealership, financial institution, or alternative transportation provider.
10. Maintain all information about successful, unsuccessful, and waitlisted applications in the grant management system, including the consumer's information and supporting documentation along with the resulting outcome (successful program participation, which includes existing vehicle scrapped, acquisition of replacement vehicle or alternative mobility choice, and financing information).
11. Provide instructions to consumers on steps for scrapping the existing vehicle, purchasing the new vehicle, setting up the transportation card, purchasing an e-bike, or purchasing or installing EVSE.
12. Direct consumers to California's Low-Cost Auto Insurance Program, if needed.
13. Protect consumers and their information, including from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X).
14. Notify the DISTRICT immediately if any actual and/or potentially fraudulent activity by a vehicle dealer, consumer, or third-party entity and work with DISTRICT to determine an appropriate course of action.

CONTRACTOR shall coordinate with Access Clean California (formerly called One-Stop-Shop Pilot Project) administrator to develop and implement Access Clean California. This includes, but is not limited to,

establishing an integrated process or manual process to accept CCFA referrals from Access Clean California.

### **B. Targeted Outreach and Marketing**

CONTRACTOR shall participate in public workshops and events, as needed, and provide outreach support, including assisting in the development of marketing materials and program promotions, for the duration of this Contract. All press releases, news media, websites, brochures, mailers, publications and marketing materials must be approved by DISTRICT prior to public release and materials must acknowledge the California Climate Investments program as a funding source. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program." CONTRACTOR may also display the CCI logo in connection with such materials; if it does so, usage of the logo must conform to the guidelines published at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

CONTRACTOR will be responsible for the following tasks:

1. Analyzing CCFA participation data to identify underserved or underrepresented consumers and communities.
2. Developing a strategy with DISTRICT staff to increase participation rates among underserved or underrepresented consumers and communities.
3. Assisting the DISTRICT with conducting outreach about the CCFA program and recruiting eligible consumers through events, mailers, and online outreach particularly in Assembly Bill 617 communities.
4. Organizing partnerships with community-based organizations, environmental justice organizations, and non-profits to promote the CCFA program.
5. Conduct outreach, on a quarterly basis, in communities identified by DISTRICT and report outreach efforts to DISTRICT on a quarterly basis.

### **C. EVSE Outreach and Support**

Consumers that purchase an eligible vehicle through the CCFA program may also receive a rebate for EVSE, a portable charger, or public charging. CONTRACTOR and its Case Managers will provide the following EVSE outreach and support to consumers:

1. Educating consumers on EVSE options and providing support for consumers who wish to install EVSE, purchase a portable charger or receive a \$500 public charging card.
2. Identifying consumers that live in multi-unit dwellings and work with them and property owners to install EVSE using the \$2,000 rebate and/or other grant programs, such as the DISTRICT's Charge! Program ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge)).
3. Assisting consumers with assembling and submitting EVSE estimates and reimbursement packets to DISTRICT.
4. Ensuring that EVSE installations are installed using Electric Vehicle Infrastructure Training Program certified electricians in accordance with Public Utilities Code 740.20.

**Schedule**

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion.

Schedule	CONTRACTOR Tasks
January 2022	<ul style="list-style-type: none"> <li>- Relaunch planning meeting with DISTRICT staff, discussing lessons learned in course of initial contract</li> <li>- Review and edit Operations Manual as needed</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>- Begin hiring process for new Program Coordinator</li> <li>- Planning for EVSE offerings and opportunities with DISTRICT</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>- Discussion of outreach and marketing efforts to target communities</li> <li>- Deployment of additional EVSE offerings to consumers, with goals of faster processing time and more options for consumers</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
April 2022 - May 2022	<ul style="list-style-type: none"> <li>- Program Coordinator hired, onboarded, and trained</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
May 2022 – November 2022	<ul style="list-style-type: none"> <li>- Continued program administration, case management and refinement</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>- Evaluation and refinement of EVSE programs, including proactive EVSE offerings</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
January 2023 – August 2023	<ul style="list-style-type: none"> <li>- Staggered outreach efforts to maximize applicants and minimize bottlenecks</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
September 2023- October 2023	<ul style="list-style-type: none"> <li>- Assist with relaunch of CCFA program for program expansion</li> <li>- Continued program administration, case management and refinement</li> </ul>

Schedule	CONTRACTOR Tasks
	<ul style="list-style-type: none"> <li>-Perform outreach about CCFA for program expansion</li> <li>-Review and edit Operations Manual as needed</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> </ul>
November 2023- October 2025	<ul style="list-style-type: none"> <li>- Quarterly outreach efforts to maximize applicants</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
November 2025 – December 2025	<ul style="list-style-type: none"> <li>- Work with DISTRICT to wrap up contract deliverables, including supporting transition of services to DISTRICT and/or a new contractor as needed, while retaining project related papers and reports for a minimum of five years</li> <li>- Provide ongoing case management activities with hotline and textline</li> </ul>

DRAFT

**ATTACHMENT B-1**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, on both a fixed-price and hourly rate basis. DISTRICT will pay CONTRACTOR on an hourly basis for time spent assisting consumers in accessing, applying for, and participating in CCFA, and on a fixed-price basis for all other tasks outlined in the Scope of Work, as follows:

DISTRICT shall pay CONTRACTOR a fixed-price for all tasks outlined in the Scope of Work other than assisting individual consumers in accessing, applying for, and participating in the CCFA program, according to the following payment schedule:

<b>Operations and Oversight (Fixed Cost)</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Case Management (Case Manager Development and Organization)	June 2022	\$5,000.00
	June 2024	\$5,000.00
Case Management (Consumer Textline)	June 2022	\$3,284.42
	June 2024	\$3,284.42
EVSE Outreach and Support	June 2022	\$1,952.80
	June 2024	\$1,952.80
Targeted Outreach and Marketing	December 2022	\$11,000.00
	June 2023	\$11,000.00
	January 2024	\$11,000.00
	June 2025	\$11,000.00
<b>Total</b>		<b>\$64,474.44</b>

In addition to the fixed-price payments outlined in the preceding paragraph, DISTRICT shall pay CONTRACTOR for time spent by Case Managers assisting consumers in accessing, applying for, and participating in CCFA. DISTRICT shall pay CONTRACTOR at the following rates for time spent on such assistance (Staff time), up to an amount not to exceed \$1,235,280.56. Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and assisting consumers; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph.

<b>Staff title</b>	<b>Hourly Rate (January-December)</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Clean Mobility Manager	\$58.55	\$61.48	\$64.55	\$67.78
Program Manager	\$55.64	\$58.42	\$61.34	\$64.41
Assistant Manager	\$44.00	\$46.20	\$48.51	\$50.94
Assistant Manager (EVSE Outreach & Support)	\$44.00	\$46.20	\$48.51	\$50.94
Program Specialist	\$40.84	\$42.88	\$45.02	\$47.28
Program Coordinator	\$37.34	\$42.88	\$45.02	\$47.28

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$18,000 for computer and office equipment, travel, printing, outreach and marketing materials, and miscellaneous outreach and event costs (collectively called "Miscellaneous Expenses"). Any unused funds can be used towards Staff Time listed above. The total expenditures for Staff Time and Miscellaneous Expenses shall not exceed \$1,235,280.56. All Miscellaneous Expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out of state travel is prohibited and only travel costs within California will be reimbursed. Any travel expenses incurred must follow the travel policy attached hereto as Attachment C.

CONTRACTOR shall submit invoices once a month accompanied by a progress report describing all work completed during the preceding month in accordance with Section 8 of this Contract. If no work was performed on the project during a given month, no invoice or progress report will be sent for that month. DISTRICT, at its discretion, may waive any of the required progress reports. Progress reports will include any CONTRACTOR cost-share, including overhead, CONTRACTOR outreach and support staff (titles, number of hours, and rates), and Access Clean California outreach resources.

**Total cost of Contract not to exceed \$1,299,755.**

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Notice of Proposed Amendments to Administrative Code Regarding Probationary  
Periods and Return Rights for Current Employees Promoted to Deputy Executive  
Officer or Senior Assistant Counsel

RECOMMENDED ACTION

The Board of Directors will receive notice that at its next meeting it will consider revisions to Section 3.3(d) of Division III of the Administrative Code to specify that if a current employee who has not completed their probationary period is promoted to Deputy Executive Officer or Senior Assistant Counsel during 2023, their remaining probationary period for their old position will continue to run during their tenure in their new position. These revisions were recommended by the Finance and Administration Committee at its meeting on July 5, 2023.

BACKGROUND

On May 3, 2023, the Board of Directors adopted a number of measures to support organizational restructuring, following recommendations made by the Finance & Administration Committee on April 5, 2023. These measures included changes to the Administrative Code to convert senior management positions, including Deputy Executive Officer and Senior Assistant Counsel, to "at-will" positions.

The creation of these new at-will positions included a provision applicable to current Air District employees specifying that any such employees who are promoted to Deputy Executive Officer or Senior Assistant Counsel during 2023 will have a right to return to their prior classification (or a similar position) if they leave the Deputy Executive Officer or Senior Assistant Counsel position. This provision is in Section 3.3(d) of Division III of the Administrative Code.

This return right provision included a requirement that any current employee who had not completed probation at their time of promotion to Deputy Executive Officer or Senior Assistant Counsel would have to complete their probationary period if they returned to their prior position. That is, if a current employee was still on probation at the time they were promoted, if they were ever reinstated in their prior position at any point in the future, they would be back on probation and would need to serve out their remaining probationary period before enjoying full employee rights in their reinstated position.



The intent behind this requirement was to ensure that current employees could not circumvent the probationary period requirements through promotion to Deputy Executive Officer or Senior Assistant Counsel. The purpose of the probationary period is to require newly hired employees to prove themselves for a year (or more) before they accede to full employee rights. If an employee were promoted to Deputy Executive Officer or Senior Assistant Counsel while they were still on probation, and then were returned to their prior position soon thereafter, there was a concern that they would immediately accede to full employee rights, without proving themselves through a full probationary period.

Since adoption of this provision, it has become clear that there is an unintended consequence of the way the provision was written. The concern behind this provision was focused on employees who are promoted and then returned to their prior position soon thereafter. But as written, the provision would also apply to a current employee who is promoted in 2023 and serves for many years of satisfactory service, but subsequently is returned to their prior position. Requiring an employee to complete further probation at that point would not be appropriate, for two reasons. First, at that point there is no need for the employee to prove themselves, if they have been performing well for a significant period of time. And second, it would undermine the purpose of the return rights provision if the employee were put back on probation after years of service, because they could be terminated without cause at that point, making the return rights largely meaningless. For these reasons, the current Administrative Code provision raises concerns regarding how it would apply to a long-serving Deputy Executive Officer or Senior Assistant Counsel who was promoted to that position during their probationary period and then is reinstated to their prior position years later.

## DISCUSSION

To address this concern, staff recommend a minor revision to Section 3.3(d)(3) regarding return rights of current employees who are promoted to Deputy Executive Officer or Senior Assistant Counsel during 2023. This revision would specify that if an employee is promoted to one of those positions while they are still on probation, their probationary period will continue to run while they serve in their new position. That is, they will continue to be on probation with respect to their former position after promotion, and if they are reinstated in their former position while that probationary period is still ongoing, they would continue to be on probation in their reinstated position and would not enjoy full employee rights until completion of probation. But if they complete that probationary period while in their new position, they would not be subject to probation if they are subsequently reinstated in their prior position. In that case, they would be returned to their prior position with full employee rights, and would not need to complete any further probation.

This revision would best accomplish the original intent of this provision by preventing circumvention of the probation requirements for current employees who are promoted while still on probation and reinstated shortly thereafter, without creating the unintended consequence of undermining the return rights of employees who serve for many years.

The Finance and Administration Committee considered these proposal amendments at its July 5, 2023, meeting, and voted to recommend to the Board of Directors that the Board adopt the proposed revisions. Per Division I, Section 14.1 of the Administrative Code, notice must be provided at a Board of Directors regular meeting before the Board may adopt any amendments to the Administrative Code. The Board will receive notice at today's meeting, and will then consider adopting the proposed amendments at its next meeting on September 6, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander Crockett  
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Administrative Code Revisions re Probationary Periods and Return Rights for At-Will Employees - Redline Version
2. Draft Administrative Code Revisions re Probationary Periods and Return Rights for At-Will Employees - Clean Version

## **Proposed Amendments to Section 3.3 of Division III of the Administrative Code**

Staff propose the following amendments to Section 3.3(d)(3) of Division III of the Administrative Code regarding “return rights” of current employees who are promoted to Deputy Executive Officer or Senior Assistant Counsel during 2023. These revisions would specify that if a current employee has not completed their probationary period in their current position at the time they are promoted, that probationary period will continue to run during their tenure as Deputy Executive Officer or Senior Assistant Counsel. If they return to their previous classification before the end of that probationary period, they will be required to complete any remaining probation upon return to that classification. If they complete their probationary period before they return to their previous classification, they will not be required to complete any further probation after their return and will not be limited to the rights accorded probationary employees.

The proposed amendments are set forth below in underline/~~strikeout~~ format.

### **SECTION 3 RIGHTS AND OBLIGATIONS**

#### **3.3 DISCIPLINARY ACTION AND RIGHT OF APPEAL.**

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), the APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service~~ly~~, by e-mail at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III -7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3

- (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
  - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO
  - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;
  - (4) Any individual appointed by the District Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Counsel; and
  - (5) Limited Term employees.
- (d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Counsel or Executive Officer/APCO.
- (1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy

Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.

- (2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Counsel shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.
- (3) ~~For~~ Employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification, their probationary period for their previous position will continue to run after appointment to their new position. If such an employee returns to their previous classification prior to the end of that probationary period, the employee will be required to complete any remaining probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules until the end of the probationary period. If such an employee returns to their previous classification after the end of the probationary period for their previous position, they will not be required to complete any further probation and will not be limited to the rights accorded probationary employees.
- (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III-4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.

## **Proposed Amendments to Section 3.3 of Division III of the Administrative Code**

A clean version of the proposed amendments to Section 3.3 of Division III of the Administrative Code, showing the proposed revisions to Section 3.3(d)(3), is set forth below:

### **SECTION 3 RIGHTS AND OBLIGATIONS**

#### **3.3 DISCIPLINARY ACTION AND RIGHT OF APPEAL.**

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), the APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service~~ly~~, by e-mail at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III -7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3
  - (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
  - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO
  - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;

(4) Any individual appointed by the District Council to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Council; and

(5) Limited Term employees.

(d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Council or Executive Officer/APCO.

(1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.

(2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Council shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.

- (3) For employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification, their probationary period for their previous position will continue to run after appointment to their new position. If such an employee returns to their previous classification prior to the end of that probationary period, the employee will be required to complete any remaining probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules until the end of the probationary period. If such an employee returns to their previous classification after the end of the probationary period for their previous position, they will not be required to complete any further probation and will not be limited to the rights accorded probationary employees.
- (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III-4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Amend Legal Services Agreement with Shute Mihaly & Weinberger  
for Continued Representation of the Air District in Ongoing Litigation Regarding  
Regulation  
6-5

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to the existing Legal Services Agreement with Shute Mihaly & Weinberger LLP to increase the current contract limit by \$185,000, from \$625,000 to \$810,000, for continued representation in the litigation regarding District Regulation 6, Rule 5; and authorize the transfer of \$185,000 of designated reserve funds to Program 205 – Litigation.

BACKGROUND

In July of 2021, the Board of Directors adopted amendments to Air District Regulation 6, Rule 5 – Particulate Emissions From Petroleum Refinery Fluidized Catalytic Cracking Units (Regulation 6-5). These amendments were a very high-profile and important regulatory effort by the Air District. The amendments will achieve significant public health benefits by reducing the amount of fine particulate matter emitted from Bay Area petroleum refineries. The amendments also fulfilled a commitment the Board of Directors made in its 2018 AB 617 Expedited BARCT Implementation Schedule to update this regulation.

In September of 2021, two affected petroleum refineries filed Petitions for Writ of Mandate in Contra Costa County Superior Court challenging the Board's adoption of the Regulation 6-5 amendments. The two cases are *Martinez Refining Co. LLC v. BAAQMD* (Case No. N-21-1568) and *Chevron U.S.A., Inc. v. BAAQMD* (Case No. N21-1739). The cases allege that the Air District violated requirements of the California Environmental Quality Act (CEQA) and the California Health & Safety Code in adopting these amendments to Regulation 6-5. The *Chevron U.S.A., Inc.* case also alleges violations of the California Public Records Act. The Air District strongly denies that it violated any legal requirements in connection with these amendments.

The parties have completed a time-consuming and contentious process of assembling the administrative record on which these cases will be tried, which comprises over 100,000 pages of documents, and are now in the briefing phase. After briefing is complete, the court will hold a hearing, which is currently scheduled for September 20, 2023, and will then proceed to render a decision.

## DISCUSSION

This proposed amendment to the Legal Services Agreement is necessary because Shute Mihaly has exceeded its original estimate for the work necessary to defend these cases and is approaching the current fee limit specified in the Agreement. In particular, the briefing has proven to be more complex and time-consuming than originally anticipated. One major reason for this is that the refineries made extensive arguments based on the legislative history of the controlling statutes, which has required Shute Mihaly to research and evaluate that legislative history in order to respond.

At this point, Shute Mihaly estimates that an additional \$185,000 will be needed to take these cases through the briefing on the merits in the trial court. Although this amount represents Shute Mihaly's best estimate, it is only an estimate, and it is possible that actual defense costs could be different, as litigation costs cannot be predicted with certainty. Shute Mihaly will provide the Air District with advance notice if it expects the total litigation costs to exceed \$810,000. In the event that it looks like costs could exceed this amount, staff will come back to the Board to seek a supplemental authorization before exceeding the authorized limit of \$810,000.

This legal services agreement is one of two that the Air District has with Shute Mihaly. The other is a framework agreement entered into on March 7, 2022, for representation on an as-requested basis regarding matters within the District's mission for which District desires the Firm's expertise or needs additional assistance. That agreement is contract no. 2022.259, with a not-to-exceed contract limit of \$30,000.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The Fiscal Year 2024 budget included \$6.88 million in designated reserves for outside counsel litigation support. This budget allocation is sufficient to cover the additional \$185,000 in anticipated costs of this litigation. If approved, this action will transfer \$185,000 from these designated reserves to amend the Fiscal Year 2024 Legal Office's Litigation program budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Legal Services Agreement - Shute Mihaly - 2022.198 - Final executed 8-2-2022
2. Contract 2022.198 - Shute Mihaly Legal Services Agreement - Amendment 1
3. Draft Amendment No. 2 to Shute Mihaly Legal Services Agreement 2022.198 - July 2023

SHUTE, MIHALY  
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102  
T: (415) 552-7272 F: (415) 552-5816  
www.smwlaw.com

ROBERT "PERL" PERLMUTTER  
Attorney  
Perlmutter@smwlaw.com

June 29, 2022

**Via Electronic Mail Only**

Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Email: ACrockett@baaqmd.gov

Re: Supplemental Legal Retainer Agreement Regarding Regulation 6-5  
Litigation

Dear Sandy:

As we discussed, and pursuant to the March 7, 2022, "Framework Agreement" between Shute, Mihaly & Weinberger LLP ("Firm") and the Bay Area Air Quality Management District ("District"), this supplemental legal retainer agreement provides for the Firm's continued representation of the District in the two lawsuits that have been filed challenging the District's July 21, 2021 adoption of amendments to Regulation 6-5.

**1. Legal Services to Be Provided**

The Firm shall defend the District in *Chevron U.S.A., Inc. v. Bay Area Air Quality Management District* (Contra Costa Superior Court Case No. N21-1739) and *Martinez Refining Company LLC. v. Bay Area Air Quality Management District* (Contra Costa Superior Court Case No. N21-1568) ("Litigation"), subject to and at the direction of the District's General Counsel.

**2. Legal Fees and Costs**

Fees and costs shall be billed as set forth in the Framework Agreement.

Alexander Crockett  
June 29, 2022  
Page 2

### **3. Budget Estimate and Anticipated Timeline**

At present, we estimate that the cost to represent the District in the Litigation through conclusion of the trial court proceedings will not exceed \$425,000. This estimate is based on our experience in defending public agencies in comparable litigation and assumes that this case will not involve unusual or unforeseen circumstances. However, and even absent such circumstances, litigation costs sometimes exceed expectations and accordingly this estimate is not a cap. That said, we will not exceed this estimate without prior written approval from the District.

At present, we anticipate that the trial court will issue a decision in this matter no later than the spring of 2023.

### **4. Additional Terms Governed by Framework Agreement**

The additional terms governing the Firm's representation of the District shall be as set forth in the Framework Agreement, except that Alexander Crockett shall be the District's authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the Litigation.

If this supplemental agreement ("Agreement") is satisfactory, please execute a copy and return it to me. This Agreement will be effective when it is signed by you.

We look forward to continue working with you to defend the District in this matter.

Alexander Crockett  
June 29, 2022  
Page 3

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Robert "Perl" Perlmutter

ACCEPTED AND AGREED:

Bay Area Air Quality Management District

Approved as to Form:

DocuSigned by:  
  
D03B3B4BDCD74FD...  
Veronica Eady  
District Interim Executive Officer/APCO

DocuSigned by:  
  
B5AE1A26FCA4453...  
Alexander Crockett  
District Counsel

Date: 8/2/2022

Date: 8/2/2022

1528021.3

February 17, 2023

**Via Electronic Mail Only**

Alexander Crockett  
General Counsel  
Bay Area Air Quality Management  
District  
375 Beale St Ste 600  
San Francisco, CA 94105-2097  
E-Mail: ACrockett@baaqmd.gov

Re: Budget Augmentation for Defending Regulation 6.5 Litigation

Dear Sandy:

As we discussed, I am writing to request an amendment to the June 29, 2022, Retainer Agreement (“Agreement”) governing this Firm’s defense of the Bay Area Air Quality Management District (“District”) in the two lawsuits challenging the District’s July 21, 2021 adoption of amendments to Regulation 6-5, in order to increase the estimated budget for this representation.

Paragraph 3 of the Agreement contained our initial estimate that the costs of defending the District through conclusion of the trial court proceedings would not exceed \$425,000. The Agreement also noted that the actual costs of defending the litigation could exceed this amount and provided that the Firm would require the District’s written approval to exceed that amount. We now estimate that it will cost an additional \$200,000 to defend the District in the litigation through the conclusion of the trial court proceedings. Accordingly, we request that the District agree to amend paragraph 3 of the Agreement to authorize that \$200,000 increase.

All other terms of the Agreement—including its incorporation of terms in the Firm’s March 7, 2022, Framework Agreement with the District—will remain the same. If this amendment is satisfactory to the District, please execute a copy and return it to me.

Alexander Crockett  
February 17, 2023  
Page 2

We look forward to continue working with you to defend the District in this matter.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Robert "Perl" Perlmutter

ACCEPTED AND AGREED:

Bay Area Air Quality Management District

\_\_\_\_\_  
Sharon Landers  
District Interim Executive Officer/APCO

\_\_\_\_\_  
Alexander Crockett  
District Counsel

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

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

1619333.1



July 10, 2023

**Via Electronic Mail Only**

Alexander Crockett  
General Counsel  
Bay Area Air Quality Management District  
375 Beale St Ste 600  
San Francisco, CA 94105-2097  
E-Mail: ACrockett@baaqmd.gov

Re: Budget Augmentation for Defending Regulation 6-5 Litigation

Dear Sandy:

As we discussed, I am writing to request a further amendment to the June 29, 2022, Retainer Agreement (“Agreement”) governing this Firm’s defense of the Bay Area Air Quality Management District (“District”) in the two lawsuits challenging the District’s July 21, 2021 adoption of amendments to Regulation 6-5, in order to increase the estimated budget for this representation.

Paragraph 3 of the Agreement contained our initial estimate that the costs of defending the District through conclusion of the trial court proceedings would not exceed \$425,000. The Agreement also noted that the actual costs of defending the litigation could exceed this amount and provided that the Firm would require the District’s written approval to exceed that amount. On February 17, 2023, we requested, and the District subsequently approved, an additional \$200,000 to defend the District in the litigation through the conclusion of the trial court proceedings.

We are now requesting a second augmentation, of \$185,000, in light of the significant additional work that these cases have entailed.

All other terms of the Agreement—including its incorporation of terms in the Firm’s March 7, 2022, Framework Agreement with the District—will remain the same. If this amendment is satisfactory to the District, please execute a copy and return it to me.

Alexander Crockett  
Bay Area Air Quality Management District  
July 10, 2023  
Page 2

We look forward to continuing to work with you to defend the District in this matter.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Robert "Perl" Perlmutter

ACCEPTED AND AGREED:

Bay Area Air Quality Management District

\_\_\_\_\_  
Phillip M. Fine  
Executive Officer/APCO

\_\_\_\_\_  
Alexander Crockett  
District Counsel

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

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

1664851.1

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Execute Three-Year Contracts with Four Temporary Staffing Firms  
Not to Exceed \$1.6 Million

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute three-year contracts with Enterprise Solutions, Inc, Tryfacta, Inc., Enterprise Resource Services, Inc., and Robert Half, Inc. for a combined amount not to exceed a total of \$1.6 Million for temporary staffing services.

BACKGROUND

On March 29, 2023, a temporary staffing service Request for Qualifications (RFQ) was posted to identify qualified temporary staffing agencies to supply the District with high-quality, cost-effective, professional, and administrative temporary employees. The intent of the RFQ was to encourage responses from vendors that could provide temporary staffing to backfill for vacant positions during recruitments, extended leaves and to augment staff for limited term project work. The most qualified temporary staffing firms must show expertise in sourcing, screening, and providing quality personnel to provide administrative or clerical services and can provide their staff within condensed timeframes.

DISCUSSION

The District received 39 submissions by the deadline of April 26, 2023. A three-member panel was created to review and score all 39 submissions to identify the top four vendors. Based on a pre-established rating criteria with a maximum score of 60 possible points, the top four vendors scored between the range of 44 to 49 points. The remaining 35 vendors received a score of 40 or lower, and therefore will not be considered for this RFQ. The top four vendor scores are provided below.

**Table 1**

<b>Vendor</b>	<b>Maximum of 60 Points</b>
<b>Tryfacta Inc.</b>	<b>49</b>
<b>Enterprise Solutions Inc.</b>	<b>48.67</b>
<b>Enterprise Resource Services Inc.</b>	<b>46</b>
<b>Robert Half</b>	<b>44.33</b>

As shown in Table 1, the proposed recommendations are for Tryfacta Inc., Enterprise Solutions Inc., Enterprise Resource Services Inc., and Robert Half. The RFQ announced an estimated expenditure of up to \$3.5 Million over the next 3 years. The actual expenditures over the subsequent three years will depend on the levels of vacancy backfill required and the project needs for limited term staff augmentation. Staff will return to the Board for additional authorizations if the needs exceed the \$1.6 Million requested in this authorization. The initial \$1.6 Million under these contracts will be allocated between the vendors based on various factors, including the number of temporary employees that are available to each vendor and the responsiveness of the vendor. Attached are the draft contracts for each of the four vendors.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for temporary staffing is included in the current Fiscal Year 2024 approved budget and allocated to various programs consistent with anticipated needs. Future anticipated temporary staffing needs will be budgeted appropriately in the ordinary course of the Air District's budget process, ensuring the total accumulated temporary staffing cost does not exceed \$1.6 million over the three-year contract period.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Draft Contract No. 2023.143\_071023 - Tryfacta Inc.
2. Draft Contract No. 2023.144\_071023 - Enterprise Solutions Inc.
3. Draft Contract No. 2023.145\_071023 - Enterprise Resource Services Inc.
4. Draft Contract No. 2023.142 - Robert Half International Inc.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.143**

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 **Tryfacta, Inc.** (“CONTRACTOR”) whose address is 4637 Chabot Dr, Suite 100, Pleasanton, CA 94588.
  
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 to pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. TERM – The term of this Contract is from August 1, 2023 to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, 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, as set forth in section 10, below, 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 effective date of termination.
- B. Either party may terminate this Contract for breach by the other party.
  - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT, at its sole discretion, may perform, or cause the performance of, the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

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

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and 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 include a timesheet or an electronic time record of hours worked by each of CONTRACTOR's employees each day.
- 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 \$\_\_\_\_\_.
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 \$\_\_\_\_\_. 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. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Tryfacta, Inc.  
4637 Chabot Dr, Suite 100  
Pleasanton, CA 94588  
Attn: Arman Dhar

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 leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans given or extended by DISTRICT to its employees.
- C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed

to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT pursuant to this Contract shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with this section.
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 (Gov. Code, §§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 a 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

TRYFACTA, INC

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Arman Dhar  
VP Operations

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

Upon DISTRICT request, CONTRACTOR will provide administrative, clerical, technical and professional temporary staffing services for DISTRICT.

CONTRACTOR's scope of services includes, but is not limited to:

1. Providing competent and capable temporary staffing associated with the job classification types for administrative, clerical, technical, and professional categories.
2. Providing a pool of personnel sufficient to meet the DISTRICT's temporary staffing needs with a minimum notice of forty-eight (48) hours.
3. Comparing DISTRICT's job requirements with CONTRACTOR's worker qualifications and submitting resumes of temporary staff as requested by DISTRICT.
4. Conducting background and reference checks of CONTRACTOR's personnel, at no additional cost to DISTRICT.
  - a. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor on behalf of CONTRACTOR, will (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where CONTRACTOR's temporary staffing candidate has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor or CONTRACTOR), CONTRACTOR, or a third party vendor on behalf of CONTRACTOR will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. DISTRICT understands and agrees that CONTRACTOR's, or a third party vendor on behalf of CONTRACTOR's database of U.S. national criminal records (i) is maintained by the CONTRACTOR or third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, DISTRICT acknowledges that the checks will not be completed for CONTRACTOR's temporary staffing candidate in time for his or her start date due to such delays or unavailability of sources. DISTRICT will permit CONTRACTOR's temporary staffing candidate to start an assignment with DISTRICT on the start date while attempting to complete the checks, to the extent allowed by law. If DISTRICT requests a copy of the results of any checks conducted on CONTRACTOR's temporary staffing candidates, DISTRICT agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
  - b. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor on behalf of CONTRACTOR, will perform reference checks of CONTRACTOR's

temporary staffing candidates. Reference checks will verify dates of prior employment, positions held, and screen for factors for successful employment including, but not limited to: demonstrated ability to meet deadlines, good interpersonal and communication skills, flexibility, decision-making skills, and accuracy.

5. Administering and maintaining all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as, but not limited to, social security and withholding taxes for personnel employed by CONTRACTOR.
6. Making all unemployment compensation contributions to CONTRACTOR's employee(s) as required by federal and state law and process claims.
7. Arranging for DISTRICT to meet with the temporary staffing candidate, at CONTRACTOR's expense, for a period of up to one (1) hour per candidate.
8. Identifying classification or position titles for all staff employed by CONTRACTOR that meet the job duties.
9. Proposing the hourly billing rate. CONTRACTOR's proposed hourly billing rate shall include the temporary staffing candidate's wages as well as any mark-up for overhead or other expenses.

**Compliance:** CONTRACTOR will comply with all local, state and federal labor and employment codes including the San Francisco Health Care Security Ordinance and the California/San Francisco paid sick leave.

**Employment of temporary employee:** CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

**Conversions:** If DISTRICT desires to convert or hire a temporary employee to a permanent employee, there will be no conversion fee after 6 months (1,040 hours) of temporary service.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR for temporary staffing services in accordance with the table below and with Section 8, Payment, of this Contract. No separate fees or charges shall be charged except travel expenses. DISTRICT will reimburse the temporary employee directly for travel expenses that DISTRICT approves in advance and that are in accordance with DISTRICT's travel reimbursement policy.

Job Category	Hourly Bill Rate Range	
	Low	High
Administrative	\$26.00	\$78.00
Clerical	\$26.00	\$78.00
Technical	\$32.50	\$104.00
Professional	\$26.00	\$91.00

**Total cost of Contract not to exceed \$\_\_\_\_\_.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.144**

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 **Enterprise Solutions, Inc.** (“CONTRACTOR”) whose address is 700 East Diehl Rd, Suite 110, Naperville, IL 60563, with an office in the State of California at 5201 Great America Pkwy Suite 320, Santa Clara, CA 95054.
  
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 to pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. **TERM** – The term of this Contract is from August 1, 2023 to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, 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, as set forth in section 10, below, 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 effective date of termination.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT, at its sole discretion, may perform, or cause the performance of, the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
  - B. All insurance shall be placed with insurers acceptable to DISTRICT.
  - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
  - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and 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 include a timesheet or an electronic time record of hours worked by each of CONTRACTOR's employees each day.
- 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 \$\_\_\_\_\_.
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 \$\_\_\_\_\_.
  - G. . 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. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Enterprise Solutions, Inc.  
700 East Diehl Rd, Suite 110  
Naperville, IL 60563  
Attn: Seema Mishra  
Email ID: [seema@enterprisesolutioninc.com](mailto:seema@enterprisesolutioninc.com)

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 leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans given or extended by DISTRICT to its employees.
  - C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
  - A. Observe complete confidentiality with respect to such information, including, without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information, and to assure by agreement or otherwise, that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever, whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information, or any part thereof, by any person or entity other than those authorized by this section. Take, at CONTRACTOR's expense but at DISTRICT's option, and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.

- G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT pursuant to this Contract shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:
- “This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”
- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with this section.
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 (Gov. Code, §§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 a 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

ENTERPRISE SOLUTIONS, INC.

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Shirish Paul  
Vice-President

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

Upon DISTRICT request, CONTRACTOR will provide administrative, clerical, technical and professional temporary staffing services for DISTRICT.

CONTRACTOR's scope of services includes, but is not limited to:

1. Providing competent and capable temporary staffing associated with the job classification types for administrative, clerical, technical, and professional categories.
2. Providing a pool of personnel sufficient to meet the DISTRICT's temporary staffing needs with a minimum notice of forty-eight (48) hours.
3. Comparing DISTRICT's job requirements with CONTRACTOR's worker qualifications and submitting resumes of temporary staff as requested by DISTRICT.
4. Conducting background and reference checks of CONTRACTOR's temporary staffing candidates, at no additional cost to DISTRICT.
  - a. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor on behalf of CONTRACTOR, will (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where CONTRACTOR's temporary staffing candidate has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor or CONTRACTOR), CONTRACTOR, or a third party vendor on behalf of CONTRACTOR will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. DISTRICT understands and agrees that CONTRACTOR's, or a third party vendor on behalf of CONTRACTOR's database of U.S. national criminal records (i) is maintained by the CONTRACTOR or third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, DISTRICT acknowledges that the checks will not be completed for CONTRACTOR's temporary staffing candidate in time for his or her start date due to such delays or unavailability of sources. DISTRICT will permit CONTRACTOR's temporary staffing candidate to start an assignment with DISTRICT on the start date while attempting to complete the checks, to the extent allowed by law. If DISTRICT requests a copy of the results of any checks conducted on CONTRACTOR's temporary staffing candidates, DISTRICT agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.



- b. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor on behalf of CONTRACTOR, will perform reference checks of CONTRACTOR's temporary staffing candidates. Reference checks will verify dates of prior employment, positions held, and screen for factors for successful employment including, but not limited to: demonstrated ability to meet deadlines, good interpersonal and communication skills, flexibility, decision-making skills, and accuracy.
5. Administering and maintaining all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as, but not limited to, social security and withholding taxes for personnel employed by CONTRACTOR.
6. Making all unemployment compensation contributions to CONTRACTOR's employee(s) as required by federal and state law and process claims.
7. Arranging for DISTRICT to meet with the temporary staffing candidate, at CONTRACTOR's expense, for a period of up to one (1) hour per candidate.
8. Identifying classification or position titles for all staff employed by CONTRACTOR that meet the job duties.
9. Proposing the hourly billing rate. CONTRACTOR's proposed hourly billing rates shall include the temporary staffing candidate's wages as well as any mark-up for overhead or other expenses.

**Compliance:** CONTRACTOR will comply with all local, state and federal labor and employment codes including the San Francisco Health Care Security Ordinance and the California/San Francisco paid sick leave.

**Employment of temporary employee:** CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

**Conversions:** If DISTRICT desires to convert or hire a temporary employee to a permanent employee, there will be no conversion fee after 6 months (1,040 hours) of temporary service.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR for temporary staffing services in accordance with the table below and with Section 8, Payment, of this Contract. No separate fees or charges shall be charged except travel expenses. DISTRICT will reimburse the temporary employee directly for travel expenses that DISTRICT approves in advance and that are in accordance with DISTRICT’s travel reimbursement policy.

<b>Job Titles</b>	<b>Hourly Billable Rate Range</b>
ACCOUNTANT I/II	\$63.17 - \$73.17
ACCOUNTING ASSISTANT I/II	\$51.97 - \$61.97
ADMINISTRATIVE ANALYST	\$61.28 - 71.28
ADMINISTRATIVE ASSISTANT I/II	\$42.76 - \$52.76
ADMINISTRATIVE SECRETARY	\$44.63 - \$54.63
ADVANCED PROJECTS ADVISOR	\$84.15 - \$94.15
AIR MONITORING MANAGER	\$95.56 - \$ 105.56
AIR QUALITY CASE SETTLEMENT SPECIALIST I/II	\$57.30 - \$67.30
AIR QUALITY CHEMIST I/II	\$63.17 - \$73.13
AIR QUALITY ENGINEER I/II	\$66.33 - \$76.33
AIR QUALITY ENGINEERING MANAGER	\$95.56 - 105.56
AIR QUALITY INSPECTOR I/II	\$54.57 - \$64.57
AIR QUALITY INSTRUMENT SPECIALIST I/II	\$54.57 - \$64.57
AIR QUALITY LABORATORY TECHNICIAN I/II	\$51.97 - \$61.97
AIR QUALITY METEOROLOGIST I/II	\$64.73 - \$74.73
AIR QUALITY PERMIT TECHNICIAN I/II	\$51.97 - \$61.97
AIR QUALITY PLANNING MANAGER	\$95.56 - \$105.56
AIR QUALITY PROGRAM MANAGER	\$95.56 - \$105.56
AIR QUALITY SPECIALIST I/II	\$63.17 - \$73.17
AIR QUALITY TECHNICAL ASSISTANT	\$44.63 - \$54.63
AIR QUALITY TECHNICIAN I/II	\$51.97 - \$61.97
ASSISTANT AIR QUALITY SPECIALIST I/II	\$51.97 - \$61.97
ASSISTANT COUNSEL I/II	\$102.68 - \$112.68
ASSISTANT MANAGER	\$93.26 - \$103.26
ASSISTANT STAFF SPECIALIST I/II	\$51.97 - \$61.97
ATMOSPHERIC MODELER	\$76.33 - \$86.33
AUDIT & SPECIAL PROJECTS MANAGER	\$40.48 - \$50.48
BUILDING MAINTENANCE MECHANIC	\$40.48 - \$50.48
BUSINESS MANAGER	\$95.56 - \$105.56
CLERK OF THE BOARDS	\$62.80 - \$72.80
COMMUNICATIONS OFFICER	\$37.62 - \$47.62
DATA ENTRY OPERATOR	\$37.62 - \$47.62

DATABASE SPECIALIST	\$67.57 - \$77.57
DEPUTY AIR POLLUTION CONTROL OFFICER	\$128.07 - \$138.07
DEPUTY CLERK OF THE HEARING BOARD	\$50.42 - \$60.42
DEPUTY EXECUTIVE OFFICER	\$159.51 - \$169.51
DIRECTOR OF ADMINISTRATION	\$115.39 - \$125.39
DIRECTOR OF COMMUNICATIONS & OUTREACH	\$113.13 - \$123.13
DIRECTOR OF ENFORCEMENT	\$108.78 - \$118.78
DIRECTOR OF ENGINEERING	\$108.78 - \$118.78
DIRECTOR OF INFORMATION SERVICES	\$108.78 - \$118.78
DIRECTOR OF PLANNING AND CLIMATE PROTECTION	\$108.78 - \$118.78
DIRECTOR OF PUBLIC INFORMATION	\$108.78 - \$118.78
DIRECTOR OF STRATEGIC INCENTIVES	\$115.39 - \$125.39
DIRECTOR OF TECHNICAL SERVICES	\$115.39 - \$125.39
DIRECTOR/OFFICER	\$115.39 - \$125.39
ENVIRONMENTAL PLANNER I/II	\$63.17 - \$73.17
EXECUTIVE ASSISTANT I/II	\$60.16 - \$70.16
EXECUTIVE SECRETARY I/II	\$60.16 - \$70.16
FACILITIES MAINTENANCE WORKER	\$34.97 - \$44.97
FACILITIES SERVICES SUPERVISOR	\$59.81 - \$69.81
Fellow (CivicSpark)	\$23.06 - \$33.06
FINANCE MANAGER	\$95.56 - \$105.56
FISCAL SERVICES SUPERVISOR	\$80.15 - \$90.15
FLEET AND FACILITIES MANAGER	\$67.92 - \$77.92
HEALTH AND SCIENCE OFFICER	\$106.80 - \$116.80
HEALTH OFFICER	\$115.39 - \$125.39
HUMAN RESOURCES ANALYST I/II	\$63.17 - \$73.17
HUMAN RESOURCES MANAGER	\$95.56 - \$105.56
HUMAN RESOURCES OFFICER	\$115.39 - \$125.39
HUMAN RESOURCES TECHNICIAN I/II	\$95.56 - \$105.56
INFORMATION SYSTEMS MANAGER	\$95.56 - \$105.56
INFORMATION TECHNOLOGY OFFICER	\$115.39 - \$125.39
LABORATORY SERVICES MANAGER	\$95.56 - \$105.56
LEGAL OFFICE SERVICES SPECIALIST	\$51.66 - \$61.66
LEGAL SECRETARY I/II	\$72.70 - \$82.70
LEGISLATIVE ANALYST	\$70.12 - \$80.12
LIBRARIAN	\$56.96 - \$66.96
MANAGER	\$95.56 - \$105.56
Manager of Executive Operations	\$95.56 - \$105.56
MANAGER OF EXECUTIVE OPERATIONS	\$93.69 - \$103.69
MECHANIC I/II	\$50.72 - \$60.72
METEOROLOGY AND DATA ANALYSIS MANAGER	\$95.56 - \$105.56
OFFICE ASSISTANT I/II	\$33.50 - \$43.50
OFFICE SERVICES SUPERVISOR	\$42.50 - \$52.50
ORGANIZATIONAL DEVELOPMENT & TRAINING SPECIALIST	\$65.94 - \$75.94

PARALEGAL	\$65.94 - \$75.94
PERMIT COORDINATOR	\$65.94 - \$75.94
PRINCIPAL ACCOUNTANT	\$80.72 - \$90.72
PRINCIPAL AIR AND METEOROLOGICAL MONITORING SPECIALIST	\$82.13 - \$92.13
PRINCIPAL AIR QUALITY CHEMIST	\$80.15 - \$90.15
PRINCIPAL AIR QUALITY ENGINEER	\$84.15 - \$94.15
PRINCIPAL AIR QUALITY INSTRUMENT SPECIALIST	\$69.23 - \$79.23
PRINCIPAL AIR QUALITY METEOROLOGIST	\$82.13 - \$92.13
PRINCIPAL AIR QUALITY SPECIALIST	\$80.15 - \$90.15
PRINCIPAL ENVIRONMENTAL PLANNER	\$80.15 - \$90.15
PRINCIPAL HUMAN RESOURCES ANALYST	\$80.15 - \$90.15
PRINCIPAL STAFF SPECIALIST	\$80.15 - \$90.15
PROGRAMMER ANALYST I/II	\$58.71 - \$68.71
PUBLIC INFORMATION OFFICER I/II	\$63.17 - \$73.17
PURCHASING AGENT	\$49.20 - \$59.20
RADIO/TELEPHONE OPERATOR	\$39.50 - \$49.50
RADIO/TELEPHONE OPERATOR SUPERVISOR	\$45.73 - \$55.73
RECEPTIONIST	\$31.72 - \$41.72
RESEARCH ANALYST	\$59.81 - \$69.81
RESEARCH AND MODELING MANAGER	\$95.56 - \$105.56
SECRETARY	\$38.55 - \$48.55
SENIOR ACCOUNTANT	\$72.70 - \$82.70
SENIOR ACCOUNTING ASSISTANT	\$46.86 - \$56.86
SENIOR ADVANCED PROJECTS ADVISOR	\$92.78 - \$102.78
SENIOR AIR QUALITY CHEMIST	\$76.33 - \$86.33
SENIOR AIR QUALITY ENGINEER	\$76.33 - \$86.33
SENIOR AIR QUALITY INSPECTOR	\$62.80 - \$72.80
SENIOR AIR QUALITY INSTRUMENT SPECIALIST	\$62.80 - \$72.80
SENIOR AIR QUALITY METEOROLOGIST	\$74.49 - \$84.49
SENIOR AIR QUALITY PERMIT TECHNICIAN	\$59.81 - \$69.81
SENIOR AIR QUALITY SPECIALIST	\$119.03 - \$129.03
SENIOR AIR QUALITY TECHNICIAN	\$119.03 - \$129.03
SENIOR ASSISTANT COUNSEL	\$119.03 - \$129.03
SENIOR ATMOSPHERIC MODELER	\$84.15 - \$94.15
SENIOR ENVIRONMENTAL PLANNER	\$72.70 - \$82.70
SENIOR EXECUTIVE ASSISTANT	\$65.94 - \$75.94
SENIOR EXECUTIVE SECRETARY	\$65.94 - \$75.94
SENIOR HUMAN RESOURCES ANALYST	\$72.70 - \$82.70
SENIOR POLICY ADVISOR	\$95.56 - \$105.56
SENIOR PUBLIC INFORMATION OFFICER	\$72.70 - \$82.70
SENIOR STAFF SPECIALIST	\$72.70 - \$82.70
STAFF SPECIALIST I/II	\$63.17 - \$73.17
STATISTICIAN	\$70.94 - \$80.94
STRATEGIC FACILITIES PLANNING MANAGER	\$95.56 - \$105.56

<b>SUPERVISING AIR QUALITY ENGINEER</b>	<b>\$84.15 - \$94.15</b>
<b>SUPERVISING AIR QUALITY INSPECTOR</b>	<b>\$69.23 - \$79.23</b>
<b>SUPERVISING AIR QUALITY INSTRUMENT SPECIALIST</b>	<b>\$84.15 - \$94.15</b>
<b>SUPERVISING AIR QUALITY METEOROLOGIST</b>	<b>\$80.15 - \$90.15</b>
<b>SUPERVISING AIR QUALITY SPECIALIST</b>	<b>\$80.15 - \$90.15</b>
<b>SUPERVISING ENVIRONMENTAL PLANNER</b>	<b>\$80.15 - \$90.15</b>
<b>SUPERVISING HUMAN RESOURCES ANALYST</b>	<b>\$67.57 - \$77.57</b>
<b>SUPERVISING PUBLIC INFORMATION OFFICER</b>	<b>\$67.57 - \$77.57</b>
<b>SUPERVISING STAFF SPECIALIST</b>	<b>\$67.57 - \$77.57</b>
<b>SUPERVISING SYSTEMS ANALYST</b>	<b>\$67.57 - \$77.57</b>
<b>SYSTEMS ANALYST</b>	<b>\$67.57 - \$77.57</b>
<b>SYSTEMS QUALITY ASSURANCE SPECIALIST</b>	<b>\$67.57 - \$77.57</b>
<b>TOXICOLOGIST</b>	<b>\$67.57 - \$77.57</b>
<b>WEB MASTER</b>	<b>\$67.57 - \$77.57</b>

Total cost of Contract not to exceed \$ \_\_\_\_\_.

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.145**

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 **Enterprise Resource Services, Inc.** (“CONTRACTOR”) whose address is 400 Continental Blvd, 6<sup>th</sup> Floor, El Segundo, CA 90245.
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 to pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from August 1, 2023 to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, 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, as set forth in section 10, below, 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 effective date of termination.
- B. Either party may terminate this Contract for breach by the other party.
  - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT, at its sole discretion, may perform, or cause the performance of, the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

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

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and 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 include a timesheet or an electronic time record of hours worked by each of CONTRACTOR's employees each day.
- 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 \$\_\_\_\_\_.
- 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 \$\_\_\_\_\_. 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. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Enterprise Resource Services, Inc.  
 400 Continental Blvd. 6<sup>th</sup> Floor  
 El Segundo, CA 90245  
 Attn: Grasel Mosqueda

- 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 leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans given or extended by DISTRICT to its employees.
- C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed

to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT pursuant to this Contract shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with this section.
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 (Gov. Code, §§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 a 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

ENTERPRISE RESOURCE SERVICES, INC.

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Grasel Mosqueda  
National Account Manager

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

Upon DISTRICT request, CONTRACTOR will provide administrative, clerical, technical and professional temporary staffing services for DISTRICT.

CONTRACTOR's scope of services includes, but is not limited to:

1. Providing competent and capable temporary staffing associated with the job classification types for administrative, clerical, technical, and professional categories.
2. Providing a pool of personnel sufficient to meet the DISTRICT's temporary staffing needs with a minimum notice of forty-eight (48) hours.
3. Comparing DISTRICT's job requirements with CONTRACTOR's worker qualifications and submitting resumes of temporary staff as requested by DISTRICT.
4. Conducting background and reference checks of CONTRACTOR's temporary staffing candidate, at no additional cost to DISTRICT.
  - a. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor on behalf of CONTRACTOR, will (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where CONTRACTOR's temporary staffing candidate has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor or CONTRACTOR), CONTRACTOR, or a third party vendor on behalf of CONTRACTOR will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. DISTRICT understands and agrees that CONTRACTOR's, or a third party vendor on behalf of CONTRACTOR's database of U.S. national criminal records (i) is maintained by the CONTRACTOR or third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, DISTRICT acknowledges that the checks will not be completed for CONTRACTOR's temporary staffing candidate in time for his or her start date due to such delays or unavailability of sources. DISTRICT will permit CONTRACTOR's temporary staffing candidate to start an assignment with DISTRICT on the start date while attempting to complete the checks, to the extent allowed by law. If DISTRICT requests a copy of the results of any checks conducted on CONTRACTOR's temporary staffing candidates, DISTRICT agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
  - b. To the extent permitted by applicable law, CONTRACTOR, or a third party vendor

on behalf of CONTRACTOR, will perform reference checks of CONTRACTOR's temporary staffing candidates. Reference checks will verify dates of prior employment, positions held, and screen for factors for successful employment including, but not limited to: demonstrated ability to meet deadlines, good interpersonal and communication skills, flexibility, decision-making skills, and accuracy.

5. Administering and maintaining all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as, but not limited to, social security and withholding taxes for personnel employed by CONTRACTOR.
6. Making all unemployment compensation contributions to CONTRACTOR's employee(s) as required by federal and state law and process claims.
7. Arranging for DISTRICT to meet with the temporary staffing candidate, at CONTRACTOR's expense, for a period of up to one (1) hour per candidate.
8. Identifying classification or position titles for all staff employed by CONTRACTOR that meet the job duties.
9. Proposing the hourly billing rate. CONTRACTOR's proposed hourly billing rates shall include the temporary staffing candidate's wages as well as any mark-up for overhead or other expenses.'

**Compliance:** CONTRACTOR will comply with all local, state and federal labor and employment codes including the San Francisco Health Care Security Ordinance and the California/San Francisco paid sick leave.

**Employment of temporary employee:** CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

**Conversions:** If DISTRICT desires to convert or hire a temporary employee to a permanent employee, there will be no conversion fee after 6 months (1,040 hours) of temporary service.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR for temporary staffing services in accordance with the table below and with Section 8, Payment, of this Contract. No separate fees or charges shall be charged except travel expenses. DISTRICT will reimburse the temporary employee directly for travel expenses that DISTRICT approves in advance and that are in accordance with DISTRICT's travel reimbursement policy.

<b>Temporary Staff Categories of Workers</b>	<b>Subcategories</b>	<b>Temporary Staff Hourly Bill Rate Range</b>
<b>Administrative</b>	Several Titles including but not limited to: Administrative Analyst, Administrative Assistant, Administrative Secretary, Assistant Manager	\$43.20 - \$117.45
<b>Clerical</b>	Several Titles including but not limited to: Clerk of the Boards Deputy Clerk of the Boards	\$54.00 - \$79.65
<b>Technical</b>	Several Titles including but not limited to: Air Quality Instrument Specialist I/II Air Quality Laboratory Technicians I/II Chemist I/II	\$57.12 - \$84.32
<b>Professional</b>	Several Titles including but not limited to: Director of Technical Services, Fiscal Services Supervisor, Web Master, Audit and Special Projects Manager	\$74.80 - \$149.60

Total cost of Contract not to exceed \$ \_\_\_\_\_.



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## RH Customer Agreement

This RH Customer Agreement (the "Agreement" or "Contract") governs transactions by which you retain the services of Robert Half International Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups ("RH" or "CONTRACTOR"), to assist Bay Area Air Quality Management ("BAAQMD" or "DISTRICT") in meeting its contract talent needs.

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### Part 1 - General

#### 1.1 Definitions

"Professional" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half International Inc. signature line of this Agreement.

"Services" means the provision of services by the Professional to you.

#### 1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement and by this reference incorporated herein. RH also provides additional terms for Services in documents called "job arrangement letters," which are also incorporated into this Agreement by this reference. All transactions under this Agreement will have a job arrangement letter, which will be sent to BAAQMD when RH provides Services to BAAQMD. If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

In order to initiate Services, BAAQMD will provide RH with written notice describing the Services BAAQMD needs, including the date of service, the location of service, and a maximum cost. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send BAAQMD a job arrangement letter. BAAQMD may accept the terms in a job arrangement letter by signing and returning the job arrangement letter. RH shall not perform any work for BAAQMD until it receives a job arrangement letter signed by BAAQMD.

#### 1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. BAAQMD agrees to pay accordingly, including any late payment fee.

### 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.

#### 1.4 Changes to the Agreement Terms

This Agreement represents the final, complete, and exclusive statement of the agreement between the parties related to RH providing services to BAAQMD, and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. For a change to this Agreement to be valid, it must be in writing and signed by both parties.

#### 1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, BAAQMD is entitled to recover damages from RH. Regardless of the basis on which BAAQMD is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to up to 2x the fees actually paid to RH for the Services that are the subject of the claim. It is understood that BAAQMD is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

##### Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

#### 1.6 General Principles of Our Relationship

- a. RH shall maintain workers' compensation insurance and commercial liability insurance.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. CONTRACTOR shall maintain the following insurance:
  - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.  
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.
  - ii) 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.
  - iii) Professional liability insurance with limits not less than five million dollars (\$5,000,000) for each claim.
- e. All insurance shall be placed with insurers acceptable to DISTRICT.
- f. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- g. 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.

h. Both parties shall comply with all applicable laws during the Term of this Agreement.

## 1.7 Agreement Term

The Term of this Agreement will run from August 1, 2023, through July 31, 2026, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

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 2.9 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.

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) Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), RH shall be compensated on a time and materials basis only. RH provides contract talent solutions and does not provide deliverables.
- 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.

The terms of section 1.3, including the payment obligations set forth in Section 1.3 above, remain in effect until fulfilled, even if the agreement is terminated, and apply to each party's respective successors and assignees.

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## Part 2 - Services

### 2.1 Pre-Assignment Screening

If Professional holds a license to practice law from the bar association of any U.S. state, or holds a certification from the National Association of Legal Assistants or National Federation of Paralegal Associations as indicated on his or her application, RH will have a third party vendor request confirmation of that licensure or certification. RH has not engaged in any verification process other than the checks described in this paragraph (e.g., RH has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.). To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where our professional has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either

impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. BAAQMD understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, BAAQMD acknowledges that the checks will not be completed for our professional in time for his or her start date due to such delays or unavailability of sources. BAAQMD will permit our professional to start an assignment with BAAQMD on the start date while attempting to complete the checks, to the extent allowed by law. If BAAQMD requests a copy of the results of any checks conducted on RH's our professionals, BAAQMD agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

## **2.2 Scope of Assignment**

You shall supervise Professionals providing services to you. RH shall not be responsible or liable for any losses, liabilities, damages or claims arising out of BAAQMD's failure to supervise the RH assigned professionals providing services to BAAQMD, but RH will otherwise be responsible for Professionals' actions. You shall not permit or require Professionals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional; (v) to make any final decisions regarding system design, software development or the acquisition of hardware or software; or (vi) to make transfers of tangible personal property. Neither BAAQMD nor RH shall be responsible for any criminal act or other willful misconduct by Professionals outside the scope of their services, even if related to such services.

BAAQMD recognizes that RH is not a law firm, is not licensed to practice law and has not been retained to provide legal advice or services. In order to satisfy the requirements of the various state bars and similar organizations that regulate the practice of law, BAAQMD agrees that RH's placement of licensed attorneys (as project attorneys or in a non-attorney role) ("Project Attorneys") with BAAQMD is subject to the following terms and conditions: a. Project Attorneys shall not directly represent any party, person, entity or organization, sign contracts, pleadings, affidavits or declarations, correspondence with court officials, terms sheets or settlement agreements, appear as the primary attorney of record in any court or legal proceeding or render legal opinions on behalf of RH, BAAQMD or any other party while on the engagement. b. Each Project Attorney will be under the control and supervision of a BAAQMD employee who is licensed or otherwise authorized to practice law in the state where the Project Attorney is providing services. Project Attorney must have the requisite knowledge and skill level, furnish all necessary resources to the Project Attorney and take all appropriate steps to protect client confidential information without any participation by RH. c. BAAQMD will consult with each proposed Project Attorney prior to any assignment to determine that any previous services performed by the Project Attorney will not create a conflict of interest, risk disclosure of client confidential information or present any other ethical problem. If BAAQMD determines that such a conflict of interest or other ethical problem exists, BAAQMD will inform RH immediately, and RH will provide a replacement attorney with no charge for the time spent by the original Project Attorney participating in this preliminary ethical determination. d. The hourly fees paid to RH under this Agreement are solely for locating, recruiting, interviewing and placing Project Attorneys, and no portion of such amount is deemed to represent legal fees paid to RH.

**2.3 Cash Handling and Other Financial Transactions and Activities**

No Professional will be allowed to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities.

**2.4 Workplace Safety**

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to Professionals working on your premises. To ensure the safety of potentially vulnerable individuals, you agree to tell Professionals they are not permitted, while at 375 Beale St, San Francisco, CA 94105, to have unsupervised or unmonitored contact with (a) minors or (b) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Professional. RH reserves the right to re-assign any Professional, with advance notice to BAAQMD.

**2.5 Operation of Vehicle and Equipment**

RH does not authorize our Professionals to operate machinery (other than office machines) or vehicles.

**2.6 Remote Work**

You may request that RH permit its Professionals to provide services to BAAQMD remotely (i.e., from a location other than BAAQMD's or your customer's premises) using BAAQMD's or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). BAAQMD acknowledges and agrees that RH shall provide only blank devices and, as such, shall have no control over, and BAAQMD shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Professional shall not save or store any BAAQMD files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

**2.7 Claims**

RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

**2.8 Confidentiality**

The Professionals will execute any confidentiality agreement that you may require. BAAQMD agrees to be responsible for obtaining the Professional's signature. To the extent allowed by law, BAAQMD agrees to hold in confidence Professional's social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Carrying out the purposes of this Agreement may require access to certain of BAAQMD'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 BAAQMD may designate in a conspicuous manner Confidential Information that Professional or RH obtains from BAAQMD, and RH and Professional will, to the extent actually obtained:

- 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 Professional requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that RH’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 Agreement.
- D. Notify BAAQMD 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 RH’s expense, but at BAAQMD’s option and in any event under BAAQMD’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 RH or Professional.
- 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 Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

This section shall not apply to (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement, and allow that other Party the opportunity to seek to prevent the disclosure, at their sole discretion.

## **2.9. NOTICES**

All notices that are required under this Agreement 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. Pacific Time. 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 St, Suite 600  
San Francisco, CA 94105  
Attn: Judy Yu

CONTRACTOR: Robert Half International Inc.  
2613 Camino Ramon  
San Ramon, CA 94583  
Attn: Attention: Client Contracts Dept.  
With a copy to: 50 California St., 10th Floor, San Francisco, CA 94111-4624

This Agreement is only applicable to, and the only Robert Half branch and practice groups obligated under this Agreement are, the finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

**2.10** RH shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays. RH, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

**2.11 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.

**2.12 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’s Professionals 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.

- 2.13 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. Robert Half International Inc. is an Equal Opportunity Employer. Notwithstanding anything to the contrary herein, DISTRICT acknowledges that CONTRACTOR does not: (i) track or request race, gender, veteran or disability status of the assigned Professionals; or (ii) meet any applicant tracking or recordkeeping requirements.
- 2.14 PROPERTY AND SECURITY** – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR will require its Professionals to comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’S premises. RH employees shall not enter DISTRICT’S premises without agreeing to comply.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.

- 2.19 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.
- 2.20 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.
- 2.21 COUNTERPARTS/DOCUSIGN/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 DocuSign or scanned copy of any party's signature as an original for all purposes.
- 2.22 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 sixty (60) 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 in accordance with section 2.23 to enforce the Contract.
  - F. Maximum recovery under this section shall be one million dollars (\$1,000,000) The mediation costs shall not reduce the maximum amount recoverable under this section.
- 2.23 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.
- 2.24 NOT TO EXCEED** – Total cost of Contract not to exceed \$\_\_\_\_\_.

By signing below, both parties agree to the terms of this Agreement.

*Agreed to:*  
**Bay Area Air Quality Management**

By \_\_\_\_\_  
Authorized Signature

Name (type or print): Philip M. Fine

Date:

Customer address: 375 Beale St., Ste 600, San Francisco, CA 94105

*Agreed to:*  
**Robert Half International Inc.**

By \_\_\_\_\_  
Authorized Signature

Name (type or print): Surbhi Pir

Date:

Branch address: 50 California St., 10th Floor, San Francisco, CA 94111-4624

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

*After signing, please return a copy of This Agreement to the RH "Branch address" shown above.*

## Exhibit A

Professionals are assigned to you under the following additional terms:

1. Guarantee - RH guarantees BAAQMD's satisfaction with the Services of the Professional by extending to BAAQMD (i) a one-day (8 hours) guarantee for placements made through the finance & accounting, administrative & customer support, or legal practice group, (ii) a two-day (16 hours) guarantee for placements made through the management resources or marketing & creative practice group or (iii) a five-day (40 hours) guarantee for placements made through the technology practice group (the "Guarantee Period"). If, for any reason, the Professional is not satisfactory to BAAQMD, RH will not charge for the hours worked during the Guarantee Period, provided that BAAQMD allow RH to replace the Professional. Unless RH is contacted by BAAQMD before the end of the Guarantee Period, BAAQMD agrees that the Professional is satisfactory for the purposes of this guarantee.
2. Bill Rates and Time Sheet - Hourly rates for all assignments will be agreed on a case-by-case basis. Professional will present a time sheet or an electronic time record to BAAQMD for verification and approval at the end of each week. RH will bill BAAQMD weekly for the total hours worked; RH's invoices are due 30 days after receipt, including applicable sales and service taxes, all of which are payable by BAAQMD. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology if you request that Professional use equipment or technology provided by RH.
3. Overtime - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week. State laws vary. If California law requires a different overtime pay, that overtime pay rate shall be what is billed.
4. Hiring the Professional - After you evaluate the performance and potential of a Professional on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment.

The conversion fee will be owed and invoiced upon your hiring of the Professional, and payment is due upon receipt of the invoice. RH will calculate any and all conversion fees using the full-time equivalent salary of the Professional.

The conversion fee will equal twenty-five percent (25%) of the aggregate annual compensation, including bonuses for any Professionals placed within the first 6 months of an assignment. After a Professional from the management resources, finance & accounting, contract talent, administrative & customer support, technology, marketing & creative, or legal practice groups has been billed and paid for 6 months on assignment with you, no conversion fee shall be owed.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute an amendment to the existing contract with Van Dermyden Makus Law Corporation for legal services related to workplace investigations (i) to increase the current contract limit by \$100,000, from \$500,000 to \$600,000; and (ii) to clarify the contractor's obligations and rights in the event any post-investigation work is required.

BACKGROUND

From time to time, the Air District has the need to engage an outside law firm for the purpose of conducting workplace investigations. Outside law firms are utilized for this type of work instead of in-house counsel because of the specialization required in personnel matters.

DISCUSSION

Van Dermyden Makus has previously worked with the Air District and is familiar with the Air District's organizational structure, operations, and policies. Van Dermyden Makus specializes in workplace investigations, has experience working with public sector employers, and has successfully performed work in a timely and efficient manner for the Air District. Because of the additional cost required to familiarize a new vendor with the Air District's organizational structure, operations and policies, and because Van Dermyden has performed successfully in the past, this Amendment is requested as a no-bid contract amendment. Amending this contract will allow the Air District to engage proven investigators from Van Dermyden Makus on any current matters, and as the need arises in the future.

BUDGET CONSIDERATION/FINANCIAL IMPACT

These funds are included in the Fiscal Year Ending 2024 Program 104 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Executed Contract No. 2021.149 Van Dermyden Makus Law Corporation
2. Executed Amendment No. 1 Contract No. 2021.149 Executed Van Dermyden Makus Law Corporation
3. Executed Amendment No. 2 Contract No. 2021.149 Executed Van Dermyden Makus Law Corporation
4. Executed Amendment No. 3 Contract No. 2021.149 Executed Van Dermyden Makus Law Corporation
5. Executed Amendment No. 4 Contract No. 2021.149 Executed Van Dermyden Makus Law Corporation
6. Draft Amendment No. 5 Contract No. 2021.149 Van Dermyden Makus Law Corporation

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.149**

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 **Van Dermyden Makus Law Corporation** (“CONTRACTOR”) whose address is 2520 Venture Oaks Way, Suite 450, Sacramento, CA 95833.
  
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 August 1, 2021 to August 1, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
  
5. **TERMINATION**
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions



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

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

6. INSURANCE

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



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

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: John Chiladakis.
  - 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 \$95,000.

- 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 \$95,000. 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: John Chiladakis, Acting Chief Administrative Officer

CONTRACTOR: Van Dermyden Makus Law Corporation  
 2520 Venture Oaks Way, Suite 450  
 Sacramento, CA 95833  
 Attn: Nikki Hall, Partner

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

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR’s employees assigned herein and to disapprove CONTRACTOR’s assignments.

CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

13. [RESERVED]

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. [RESERVED]

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



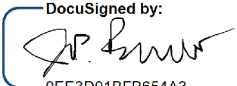
beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party 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.

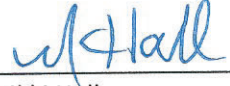
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the 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) and 14 (Intellectual Property Rights) 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

VAN DERMYDEN MAKUS LAW CORPORATION


By:  \_\_\_\_\_  
0EE3D01BFB654A3...  
Jack P. Broadbent  
Executive Officer/APCO

By:  \_\_\_\_\_  
Nikki Hall  
Partner

Date: 8/10/2021

Date: 8/5/21

Approved as to form:  
District Counsel

By:  \_\_\_\_\_  
150A910F987E4D3...  
Adan Schwartz  
Acting, District Counsel

**ATTACHMENT A**

**SCOPE OF WORK**

CONTRACTOR shall perform legal services for the DISTRICT in the form of independent, impartial workplace investigations. CONTRACTOR will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to the DISTRICT by its counsel. CONTRACTOR's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege unless waived by the DISTRICT.

**ATTACHMENT B****COST SCHEDULE**

**Fees and Costs.** DISTRICT agrees to pay CONTRACTOR at the following rates for the work described in Attachment A, Scope of Work. CONTRACTOR will submit invoices for all services in accordance with Section 8, "Payment", of this Contract.

Staff	Discounted Hourly Rates for Public Entities
Senior Partner	\$460
Partner	\$385
Senior Associate	\$310
Associate	\$275
Law Clerk	\$185
Paralegal	\$140

Time charged will include, for example, time spent preparing for and interviewing witnesses, reviewing documents, writing the report of the findings, and performing any necessary research. The time charged will also include time spent on telephone calls and email correspondence relating to the investigation. Time spent traveling to and from interviews will also be billed.

CONTRACTOR may incur various costs and expenses in performing services under this Contract. DISTRICT agrees to pay for all costs and expenses, in addition to the hourly fee. These costs include mileage reimbursement at the federal standard mileage rate in effect for the year, bridge tolls, parking fees, messenger and other special delivery fees, and similar charges.

Fees and costs for the investigation will not exceed \$95,000. This limitation only applies to the fees and cost of the investigation itself, not time and expenses related to any post-investigative work.

**Compensation for Post-Investigative Work.** This engagement shall be considered concluded after CONTRACTOR has provided a final investigation report in this matter. After the conclusion of the engagement, should a need arise for CONTRACTOR to respond to any subpoena or discovery, to provide testimony at deposition, trial, arbitration, or at an administrative hearing, or to otherwise perform services with respect to any matter relating to or arising out of the investigation, DISTRICT shall compensate CONTRACTOR at its then applicable rates for time expended, including all required preparation time.

**Total cost of Contract not to exceed: \$95,000.**



**AMENDMENT NO. 1 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**CONTRACT NO. 2021.149**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, November 18, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Van Dermyden Makus Law Corporation** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for independent and impartial workplace investigations (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES seek to amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

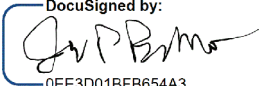
**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

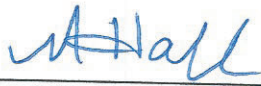
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$95,000" with "\$250,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$95,000" with "\$250,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule of the Contract by replacing "\$95,000" where it appears with "\$250,000."
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

VAN DERMYDEN MAKUS LAW  
CORPORATION

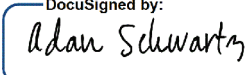
By:  \_\_\_\_\_  
DocuSigned by:  
0EE3D01BFB654A3...  
Jack P. Broadbent  
Executive Officer/APCO

By:  \_\_\_\_\_  
Nikki Hall  
Partner

Date: 11/24/2021

Date: 11/19/21

Approved as to form:  
District Counsel

By:  \_\_\_\_\_  
DocuSigned by:  
150A910F987E4D3...  
Adan Schwartz  
Acting District Counsel



**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.149**

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

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Van Dermyden Makus Law Corporation** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for independent and impartial workplace investigations (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 18, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES seek to amend the term of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new term end date.
4. In accordance with Section 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 August 1, 2023.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

VAN DERMYDEN MAKUS LAW  
CORPORATION

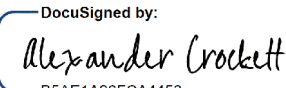
By:  \_\_\_\_\_  
B447A99E2C334D2...  
Sharon Landers  
Interim Executive Officer/APCO

By:  \_\_\_\_\_  
Nikki Hall  
Partner

Date: 7/14/2022

Date: June 2, 2022

Approved as to form:  
District Counsel

By:  \_\_\_\_\_  
B5AE1A26FCA4453...  
Alexander G. Crockett  
District Counsel

**AMENDMENT NO. 3 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.149**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 21, 2022.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Van Dermeyden Makus Law Corporation** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for independent and impartial workplace investigations (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 18, 2021 (for reference purposes only), to increase the total maximum cost of the Contract from \$95,000 to \$250,000.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 1, 2022 (for reference purposes only), to extend the Term of the Contract.
4. The PARTIES now seek to amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$250,000," which is the effective limit pursuant to Amendment No. 1, with "\$350,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$250,000," which is the effective limit pursuant to Amendment No. 1, with "\$350,000."

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule of the Contract by replacing "\$250,000," which is the effective limit pursuant to Amendment No. 1, with "\$350,000."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

VAN DERMYDEN MAKUS LAW  
CORPORATION

By: DocuSigned by:  
*Sharon Landers*  
5D7BA5BC138D4C0... \_\_\_\_\_  
Sharon Landers  
Interim Executive Officer/APCO

By: DocuSigned by:  
*Miki Hall*  
F21B59FF217943E... \_\_\_\_\_  
Partner

Date: 10/6/2022

Date: 10/5/2022

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett*  
B5AE1A26FCA4453... \_\_\_\_\_  
Crockett  
District Counsel

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.149**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, March 1, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Van Dermyden Makus Law Corporation** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for independent and impartial workplace investigations (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 18, 2021 (for reference purposes only), to increase the total maximum cost of the Contract from \$95,000 to \$250,000.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 1, 2022 (for reference purposes only), to extend the Term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 21, 2022 (for reference purposes only), to increase the total maximum cost of the Contract from \$250,000 to \$350,000.
5. The PARTIES now seek to (i) amend the total maximum cost of the Contract, and (ii) amend the Term of the Contract, because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$350,000," which is the effective limit pursuant to Amendment No. 1, with "\$500,000."

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$350,000," which is the effective limit pursuant to Amendment No. 1, with "\$500,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule of the Contract by replacing "\$350,000," which is the effective limit pursuant to Amendment No. 1, with "\$500,000."
4. 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, 2023.
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

VAN DERMYDEN MAKUS LAW  
CORPORATION

By: DocuSigned by:  
*Philip M. Fine*  
 \_\_\_\_\_  
 Philip Fine  
 Executive Officer/APCO

By: *Nikki Hall*  
 \_\_\_\_\_  
 Nikki Hall  
 Partner

Date: 3/23/2023

Date: 3/14/23

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett*  
 \_\_\_\_\_  
 Alexander G. Crockett  
 District Counsel

**AMENDMENT NO. 5 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.149**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, July 20, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Van Dermyden Makus Law Corporation** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for independent and impartial workplace investigations (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 18, 2021 (for reference purposes only), to increase the total maximum cost of the Contract from \$95,000 to \$250,000.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 1, 2022 (for reference purposes only), to extend the Term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 21, 2022 (for reference purposes only), to increase the total maximum cost of the Contract from \$250,000 to \$350,000.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated March 1, 2023 (for reference purposes only), (i) to increase the total maximum cost of the Contract from \$350,000 to \$500,000, and (ii) to amend the Term of the Contract to extend the Term through December 31, 2023.
6. The PARTIES now seek (i) to amend the total maximum cost of the Contract, to increase it from \$500,000 to \$600,000, because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost; and (ii) to clarify the language in Attachment B regarding Compensation for Post-Investigative Work.
7. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$500,000," which is the effective limit pursuant to Amendment No. 4, with "\$600,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$500,000," which is the effective limit pursuant to Amendment No. 4, with "\$600,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule of the Contract (i) by replacing "\$500,000," which is the effective limit pursuant to Amendment No. 4, with "\$600,000"; and (ii) by replacing the paragraph in Attachment B entitled "Compensation for Post-Investigative Work" with the following paragraph:

**Compensation for Post-Investigative Work.** This engagement shall be considered concluded after CONTRACTOR has provided a final investigation report in this matter. After the conclusion of the engagement, should a need arise for CONTRACTOR to respond to any subpoena or discovery, to provide testimony at deposition, trial, arbitration, or at an administrative hearing, or to otherwise perform services with respect to any matter related to or arising out of the investigation, DISTRICT shall compensate CONTRACTOR at its then applicable rates for time expended, including all required preparation time. DISTRICT agrees to reimburse CONTRACTOR for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that CONTRACTOR incurs in preparing for such proceedings. If and when CONTRACTOR receives a request for documents or testimony related to the investigation, CONTRACTOR will retain counsel, who will timely contact DISTRICT to coordinate an agreed-upon response. CONTRACTOR's response will be guided by the work-product doctrine and DISTRICT's decision whether to waive all or part of the attorney-client privilege.

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

VAN DERMYDEN MAKUS LAW  
CORPORATION

By: \_\_\_\_\_  
Philip Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Nikki Hall  
Partner

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Report of the Finance and Administration Committee Meeting of July 5, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Finance and Administration Committee met on Wednesday, July 5, 2023.

For the full Committee agenda packet and materials, click on the following link: [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas).

The Committee approved the Consent Calendar, which included: the Draft Minutes of the Finance and Administration Committee Meeting of June 7, 2023, and Proposed Amendments to the Administrative Code Regarding Probationary Periods and Return Rights for Current Employees Promoted to Deputy Executive Officer or Senior Assistant Counsel.

The Committee then received and discussed the staff presentation *Bay Area Air District Remote Meeting Locations*. Staff will return to the Committee with recommendations based on the discussion.

The Committee then received and discussed the staff presentation *Status Update Regarding the Human Resources Corrective Action Plan*, describing the status update regarding the implementation of the Human Resources Corrective Action Plan that was authorized by the Board of Directors on January 25, 2023.

The next meeting of the Finance and Administration Committee will be on Wednesday, September 6, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Committee members and members of the public will be able to either join in-person or via webcast. This concludes the Chair Report of the Finance and Administration Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization of Employee Compensation and Benefits

RECOMMENDED ACTION

Adopt the Resolution authorizing employee compensation and benefits for Fiscal Year Ending 2024.

BACKGROUND

It is a common and acceptable practice for government agencies to present complete compensation packages for all classes of employees to their boards of directors each year for approval and record the approval through board resolution. Starting in 2022 the Air District began this practice, and the proposed resolution continues the practice for Fiscal Year Ending 2024.

DISCUSSION

Today, the Board is presented with the Fiscal Year Ending 2024 complete compensation package for approval by resolution for both represented and non-represented employees. Due to prolonged labor negotiations, the compensation for represented employees remains unchanged in the resolution pending the conclusion of negotiations. The compensation for non-represented staff is adjusted as shown in Attachment 1 of the Resolution.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total ongoing cost of the proposed increase in compensation for non-represented employees is estimated to be approximately \$200,000 per year more than the amount budgeted for non-represented employee compensation in the Fiscal Year Ending 2024 budget. This amount is anticipated to be funded by salary savings due to vacant positions.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Draft Salary and Benefits Resolution

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District to Approve Employment Benefits and a Revised Salary Schedule for Fiscal Year Ending 2024**

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (“Board”) has the authority and the responsibility to adopt and approve class specifications and compensation schedules for District employees, either through approval of collective bargaining agreements and/or through approval of a resolution(s) establishing or modifying compensation ranges for employees not covered by collective bargaining agreements;

WHEREAS, the Board of Directors established Salary Ranges and Classifications on June 10, 1962, pursuant to Resolution No. 270 and has from time to time amended those Salary Ranges and Classifications;

WHEREAS, the Executive Officer/Air Pollution Control Officer is responsible for the preparation and recommendation to the Board of updates to the compensation schedules for management, confidential, and executive management employees;

WHEREAS, the Air District Budget for Fiscal Year Ending 2024 includes funds for Board of Directors’ discretionary use in adjusting salaries and fringe benefits for Air District employees;

WHEREAS, Title 2 of the California Code of Regulations, section 570.5, requires that public agencies’ governing boards approve and adopt pay schedules as standalone documents detailing their pay rates;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the employment benefits attached hereto as Attachment 1,

BE IT FURTHER RESOLVED that the Board of Directors approves the revised salary schedules attached hereto as Attachment 2 consistent with the Budget for Fiscal Year Ending 2024;

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

John J. Bauters  
Chairperson of the Board of Directors

ATTEST:

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Lynda Hopkins  
Secretary of the Board of Directors

DRAFT

# Attachment 1 Compensation – Benefits



	Benefit	Confidential	Management	Executive*	Represented
<b>CalPERS Retirement</b>	Employees pay their own mandatory contribution	X	X	X	X
<b>Money Purchase Plan</b>	\$119.72 per month In lieu of Social Security, effective July 1, 2023	X	X	X	X
<b>Deferred Compensation</b>	457 plan available. Employees may set aside up to the legal pre-tax maximum (up to \$22,500 per employee per year for 2023) \$30K includes age 50 catch up	X	X	X	X
<b>Fringe Benefits Allowance (Cafeteria Plan)</b>	Includes Health, Dental, Vision and supplemental life insurance. Current maximum value is \$2,334 per month for family	X	X	X	X
<b>Retiree Health</b>	Same benefit as active employee for employees who retire with 10 years + service (note, for those hire after 2010, they are subject to vesting schedule from 10-15 years of CalPERS service; for those hire prior to 2010, no vesting schedule; the fringe benefit allowance is frozen at the time of retirement)	X	X	X	X
<b>Life Insurance</b>	Up to \$500K District paid. Additional \$100K available for cost. Continues at retirement when dollar amount decreases with age.	X	X	X	X
<b>Long Term Disability</b>	\$6500 per month maximum	X	X	X	X

\*Executive classifications are Deputy Air Pollution Control Officer and Deputy Executive Officer. Executive Officer and Counsel compensation are approved separately by the Board of Directors



# Attachment 1 Compensation – Benefits



	Benefit	Confidential	Management	Executive*	Represented
Vehicle Allowance	Assigned Vehicle or \$500 per month Directors and above		X	X	
Transit Subsidy	Transit subsidy up to \$300 per month	X	X	X	X
Educational Reimbursement	Maximum \$2,000 per fiscal year for employee educational pursuits. Maximum \$1,500 for fiscal skill enhancement pursuits. Maximum \$1,000 per fiscal year per employee for student loan payback. Total annual amount paid to all employees cannot exceed \$30,000	X	X	X	X
Holidays	14 paid holidays	X	X	X	X
Floating Holidays	Hours of leave given per fiscal year July 1.	<del>36</del> 40	72	72	36
Annual Leave	From 12 to 30 days per year depending on length of service. Maximum 460 hours accrual each January 1. Annual cash out of up to 40 hours allowed.	<del>X</del> <u>At 25 years and above, accrue 9.23 hours per PP. Max 500 hours expires 12/31/2024. Additional cash out of 40 hours.</u>	<del>X</del> <u>At 25 years and above, accrue 9.23 hours per PP. Max 500 hours expires 12/31/2024. Additional cash out of 40 hours.</u>	<del>X</del> <u>At 25 years and above, accrue 9.23 hours per PP. Max 500 hours expires 12/31/2024. Additional cash out of 40 hours.</u>	X
Sick Leave	12 days per year no accrual limit	X	X	X	X
Management Leave	Hours per year of Leave given July 1 (annual cash out allowed)		80	120	

\*Executive classifications are Deputy Air Pollution Control Officer and Deputy Executive Officer. Executive Officer and Counsel compensation are approved separately by the Board of Directors

# Attachment 1 Compensation – Benefits



	Practice	Confidential	Management	Executive*	Represented
<b>Overtime Pay</b>	Eligibility for 1.5 times hourly salary (or 2 times if working on holiday) for working hours more than 80 hours per pay period	X			X
<b>Acting Assignment Pay</b>	Eligibility for a pay increase during an assignment where an employee is temporarily acting in a higher paying position	Eligible for assignments longer than 15 days. Increased pay starts at day 16.	Eligible for assignments longer than 15 days. Increased pay starts at day 16.	Eligible for assignments longer than 15 days. Increased pay starts at day 16.	Eligible for assignments longer than 40 hours. Increased pay starts on hour 1.
<b>Regular Hazard Pay</b>	2.5% pay to employees who perform hazardous duties, including: 1) climb 30 feet or more; 2) wear Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries	X	X	X	X
<b>Standby Pay</b>	Standby duty hour	<del>\$5</del> <b>\$8 per hour</b>			\$5 per hour
<b>Dependent Care Assistance</b>	Ability to set aside \$5,000 pre-tax income per year	X	X	X	X
<b>Medical Care Account</b>	Ability to set aside \$3,050 pre-tax income per year	X	X	X	X

\*Executive classifications are Deputy Air Pollution Control Officer and Deputy Executive Officer. Executive Officer and Counsel compensation are approved separately by the Board of Directors

**ATTACHMENT 2**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE**  
**INCLUDES PROPOSED 4% GENERAL WAGE INCREASE FOR CONFIDENTIAL AND MANAGEMENT CLASSIFICATIONS**  
 Annually/Monthly/Bi-weekly/Hourly effective August 13, 2023 (Proposed)

**ID-JDE MANAGEMENT**

**Per Employment Agreement**

1B101 Executive Officer/Air Pollution Control Officer	370000.00 30833.34 14230.77 177.88
1B103 Chief Operating Officer	337748.00 28145.67 12990.31 162.38
1B102 Counsel	338987.75 28248.98 13037.99 162.97

**ID-JDE MANAGEMENT**

	Range	Step A	Step B	Step C	Step D	Step E
3M101 Air Monitoring Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M102 Air Quality Engineering Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M103 Air Quality Planning Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M104 Air Quality Program Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
8M101 Assistant Counsel I	149M	157726.63 13143.89 6066.41 75.83	165612.96 13801.08 6369.73 79.62	173893.61 14491.13 6688.22 83.60	182588.29 15215.69 7022.63 87.78	191717.70 15976.48 7373.76 92.17
7M101 Assistant Counsel II	153M	176916.65 14743.05 6804.49 85.06	185762.48 15480.21 7144.71 89.31	195050.61 16254.22 7501.95 93.77	204803.14 17066.93 7877.04 98.46	215043.29 17920.27 8270.90 103.39
3M121 Assistant Manager	147M	152827.25 12735.60 5877.97 73.47	160468.62 13372.38 6171.87 77.15	168492.05 14041.00 6480.46 81.01	176916.65 14743.05 6804.49 85.06	185762.48 15480.21 7144.71 89.31

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M117 Audit & Special Projects Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M105 Business Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
2M111 Communications Officer	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
1M101 Deputy Air Pollution Control Officer	160M	209860.76 17488.40 8071.57 100.89	220353.80 18362.82 8475.15 105.94	231371.49 19280.96 8898.90 111.24	242940.07 20245.01 9343.85 116.80	255087.07 21257.26 9811.04 122.6380
1M102 Deputy Executive Officer	169M	261386.47 21782.21 10053.33 125.67	274455.79 22871.32 10555.99 131.95	288178.58 24014.88 11083.79 138.55	302587.51 25215.63 11637.98 145.47	317716.88 26476.41 12219.88 152.75
2M110 Director/Officer	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M101 Director of Administration	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M102 Director of Enforcement	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M103 Director of Engineering	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M108 Director of Strategic Incentives	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M104 Director of Information Services	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
2M105 Director of Planning and Research	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
2M107 Director of Technical Services	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
3M119 Engineering Project Processing Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M113 Executive Operations Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M107 Finance Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M106 Fleet and Facilities Manager	134M	111293.64 9274.47 4280.52 53.51	116858.33 9738.19 4494.55 56.18	122701.24 10225.10 4719.28 58.99	128836.30 10736.36 4955.24 61.94	135278.12 11273.18 5203.00 65.04
2M111 Health Officer	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
3M118 Human Resources Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M108 Human Resources Officer	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50
3M109 Information Systems Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
2M109 Information Technology Officer	156M	189093.22 15757.77 7272.82 90.91	198547.88 16545.66 7636.46 95.46	208475.28 17372.94 8018.28 100.23	218899.04 18241.59 8419.19 105.24	229843.99 19153.67 8840.15 110.50

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M110 Manager (Laboratory)	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M120 Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M115 Manager of Executive Operations	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M111 Meteorology and Data Analysis Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M112 Research and Modeling Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
6M101 Senior Assistant Counsel	157M	195050.61 16254.22 7501.95 93.77	204803.14 17066.93 7877.04 98.46	215043.29 17920.27 8270.90 103.39	225795.46 18816.29 8684.44 108.56	237085.23 19757.10 9118.66 113.98
6M102 Senior Policy Advisor	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51
3M116 Strategic Facilities Planning Manager	148M	156601.33 13050.11 6023.13 75.29	164431.40 13702.62 6324.28 79.05	172652.97 14387.75 6640.50 83.01	181285.62 15107.13 6972.52 87.16	190349.90 15862.49 7321.15 91.51

ID-JDE	CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006	Administrative Assistant I (Confidential)	114	66334.61 5527.88 2551.33 31.89	69651.34 5804.28 2678.90 33.49	73133.90 6094.49 2812.84 35.16	76790.60 6399.22 2953.48 36.92	80630.13 6719.18 3101.16 38.76
7C009	Administrative Assistant II (Confidential)	118	73133.90 6094.49 2812.84 35.16	76790.60 6399.22 2953.48 36.92	80630.13 6719.18 3101.16 38.76	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74
7C007	Administrative Secretary (Confidential)	118	73133.90 6094.49 2812.84 35.16	76790.60 6399.22 2953.48 36.92	80630.13 6719.18 3101.16 38.76	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74
5C101	Clerk of the Boards	132	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14
8C005	Executive Assistant I	128	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55
7C008	Executive Assistant II	132	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14
8C004	Executive Secretary I	128	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55
7C001	Executive Secretary II	132	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14
8C101	Human Resources Analyst I	130	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27
7C103	Human Resources Analyst II	134	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14	131337.98 10944.83 5051.46 63.14
8C001	Human Resources Technician I	122	80630.13 6719.18 3101.16 38.76	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C002	Human Resources Technician II	126	88894.72 7407.89 3419.03 42.74	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47	108052.08 9004.34 4155.85 51.95
7C003	Legal Office Services Specialist	124	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47
8C002	Legal Secretary I	116	69651.34 5804.28 2678.90 33.49	73133.90 6094.49 2812.84 35.16	76790.60 6399.22 2953.48 36.92	80630.13 6719.18 3101.16 38.76	84661.63 7055.14 3256.22 40.70
7C004	Legal Secretary II	120	76790.60 6399.22 2953.48 36.92	80630.13 6719.18 3101.16 38.76	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74	93339.45 7778.29 3589.98 44.87
8C003	Office Assistant I (HR)	104	51974.90 4331.24 1999.03 24.99	54573.64 4547.80 2098.99 26.24	57302.33 4775.19 2203.94 27.55	60167.44 5013.95 2314.13 28.93	63175.81 5264.65 2429.84 30.37
7C005	Office Assistant II (HR)	108	57302.33 4775.19 2203.94 27.55	60167.44 5013.95 2314.13 28.93	63175.81 5264.65 2429.84 30.37	66334.61 5527.88 2551.33 31.89	69651.34 5804.28 2678.90 33.49
7C102	Paralegal	124	84661.63 7055.14 3256.22 40.70	88894.72 7407.89 3419.03 42.74	93339.45 7778.29 3589.98 44.87	98006.42 8167.20 3769.48 47.12	102906.74 8575.56 3957.95 49.47
4C101	Principal Human Resources Analyst	142	131337.98 10944.83 5051.46 63.14	137904.88 11492.07 5304.03 66.30	144800.12 12066.68 5569.24 69.62	152040.13 12670.01 5847.70 73.10	159642.14 13303.51 6140.08 76.75
6C002	Senior Executive Assistant	134	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14	131337.98 10944.83 5051.46 63.14
6C001	Senior Executive Secretary	134	108052.08 9004.34 4155.85 51.95	113454.69 9454.56 4363.64 54.55	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14	131337.98 10944.83 5051.46 63.14
6C102	Senior Human Resources Analyst	138	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14	131337.98 10944.83 5051.46 63.14	137904.88 11492.07 5304.03 66.30	144800.12 12066.68 5569.24 69.62
6C103	Senior Payroll Analyst	138	119127.42 9927.29 4581.82 57.27	125083.79 10423.65 4810.92 60.14	131337.98 10944.83 5051.46 63.14	137904.88 11492.07 5304.03 66.30	144800.12 12066.68 5569.24 69.62



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
 Effective July 3, 2022 per Memorandum of Understanding effective July 1, 2021

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7P014 Accountant II	134	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
7P002 Advanced Projects Advisor	144	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
8P001 Air Quality Chemist I	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7P003 Air Quality Chemist II	134	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
8P002 Air Quality Engineer I	132	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
7P004 Air Quality Engineer II	136	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
8P003 Air Quality Meteorologist I	131	96564.13 8047.01 3714.01 46.43	101392.34 8449.36 3899.71 48.75	106461.96 8871.83 4094.69 51.18	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43
7P005 Air Quality Meteorologist II	135	106461.96 8871.83 4094.69 51.18	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43	123243.02 10270.25 4740.12 59.25	129405.18 10783.76 4977.12 62.21
7P006 Atmospheric Modeler	140	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
8P004 Environmental Planner I	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7P007 Environmental Planner II	134	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
7P008 Legislative Analyst	138	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94
7P009 Librarian	128	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
4P001 Principal Accountant	142	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80
4P002 Principal Air and Meteorological Monitoring Specialist	143	129405.18 10783.76 4977.12 62.21	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02	157292.80 13107.73 6049.72 75.62
4P005 Principal Air Quality Chemist	142	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80
4P003 Principal Air Quality Engineer	144	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
4P006 Principal Air Quality Meteorologist	143	129405.18 10783.76 4977.12 62.21	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02	157292.80 13107.73 6049.72 75.62
4P004 Principal Environmental Planner	142	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P010 Research Analyst	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6P007 Senior Accountant	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P001 Senior Advanced Projects Advisor	148	146192.43	153502.05	161177.16	169236.01	177697.82
		12182.70	12791.84	13431.43	14103.00	14808.15
		5622.79	5903.93	6199.12	6509.08	6834.53
		70.28	73.80	77.49	81.36	85.43
6P002 Senior Air Quality Chemist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P003 Senior Air Quality Engineer	140	120272.88	126286.52	132600.85	139230.89	146192.43
		10022.74	10523.88	11050.07	11602.57	12182.70
		4625.88	4857.17	5100.03	5355.03	5622.79
		57.82	60.71	63.75	66.94	70.28
6P004 Senior Air Quality Meteorologist	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
6P005 Senior Atmospheric Modeler	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
6P006 Senior Environmental Planner	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
7P011 Statistician	137	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
5P001 Supervising Air Quality Engineer	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5P002 Supervising Air Quality Meteorologist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
5P003 Supervising Environmental Planner	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

<b>ID-JDE PROFESSIONAL(continued)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P012 Toxicologist	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49

<b>ID-JDE TECHNICAL/GENERAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8T001 Accounting Assistant I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T001 Accounting Assistant II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7T002 Administrative Analyst	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
8T015 Administrative Assistant I	114	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
7T034 Administrative Assistant II	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
7T003 Administrative Secretary	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
8T002 Air Quality Case Settlement Specialist I	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7T004 Air Quality Case Settlement Specialist II	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
8T003 Air Quality Inspector I	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57

ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T005 Air Quality Inspector II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T004 Air Quality Instrument Specialist I	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
7T006 Air Quality Instrument Specialist II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T005 Air Quality Laboratory Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T007 Air Quality Laboratory Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T006 Air Quality Permit Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T008 Air Quality Permit Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T007 Air Quality Specialist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T009 Air Quality Specialist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T010 Air Quality Technical Assistant	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
8T008 Air Quality Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T011 Air Quality Technician II	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
8T016 Assistant Air Quality Specialist I	122	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31
7T035 Assistant Air Quality Specialist II	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
8T014 Assistant Staff Specialist I	122	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31
7T033 Assistant Staff Specialist II	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T012 Building Maintenance Mechanic	114	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27
7T013 Data Entry Operator	111	59282.00 4940.17 2280.08 28.50	62246.10 5187.18 2394.08 29.93	65358.41 5446.53 2513.78 31.42	68626.33 5718.86 2639.47 32.99	72057.64 6004.80 2771.45 34.64
5T010 Data Support Supervisor	142	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80
7T014 Database Specialist	135	106461.96 8871.83 4094.69 51.18	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43	123243.02 10270.25 4740.12 59.25	129405.18 10783.76 4977.12 62.21
7T015 Deputy Clerk of the Boards	123	79443.55 6620.30 3055.52 38.19	83415.73 6951.31 3208.30 40.10	87586.52 7298.88 3368.71 42.11	91965.84 7663.82 3537.15 44.21	96564.13 8047.01 3714.01 46.43
7T028 Facilities Maintenance Worker	108	55098.39 4591.53 2119.17 26.49	57853.31 4821.11 2225.13 27.81	60745.98 5062.16 2336.38 29.20	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T008 Facilities Services Supervisor	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T031 Fiscal Services Supervisor	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
8T009 Mechanic I	121	75660.53	79443.55	83415.73	87586.52	91965.84
		6305.04	6620.30	6951.31	7298.88	7663.82
		2910.02	3055.52	3208.30	3368.71	3537.15
		36.38	38.19	40.10	42.11	44.21
7T016 Mechanic II	125	83415.73	87586.52	91965.84	96564.13	101392.34
		6951.31	7298.88	7663.82	8047.01	8449.36
		3208.30	3368.71	3537.15	3714.01	3899.71
		40.10	42.11	44.21	46.43	48.75
8T010 Office Assistant I	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T017 Office Assistant II	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20
5T001 Office Services Supervisor	116	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7T018 Permit Coordinator	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6T009 Principal Air Quality Instrument Specialist	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
4T001 Principal Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4T002 Principal Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
8T011 Programmer Analyst I	127	87586.52	91965.84	96564.13	101392.34	106461.96
		7298.88	7663.82	8047.01	8449.36	8871.83
		3368.71	3537.15	3714.01	3899.71	4094.69
		42.11	44.21	46.43	48.75	51.18
7T019 Programmer Analyst II	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
8T012 Public Information Officer I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T020 Public Information Officer II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T027 Purchasing Agent	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T021 Radio/Telephone Operator	113	62246.10	65358.41	68626.33	72057.64	75660.53
		5187.18	5446.53	5718.86	6004.80	6305.04
		2394.08	2513.78	2639.47	2771.45	2910.02
		29.93	31.42	32.99	34.64	36.38
5T002 Radio/Telephone Operator Supervisor	119	72057.64	75660.53	79443.55	83415.73	87586.52
		6004.80	6305.04	6620.30	6951.31	7298.88
		2771.45	2910.02	3055.52	3208.30	3368.71
		34.64	36.38	38.19	40.10	42.11
7T022 Receptionist	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T023 Secretary	112	60745.98	63783.27	66972.44	70321.06	73837.11
		5062.16	5315.27	5581.04	5860.09	6153.09
		2336.38	2453.20	2575.86	2704.66	2839.89
		29.20	30.67	32.20	33.81	35.50
6T001 Senior Accounting Assistant	120	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
6T002 Senior Air Quality Inspector	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82



ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
6T003 Senior Air Quality Instrument Specialist	132	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
6T007 Senior Air Quality Permit Technician	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
6T004 Senior Air Quality Specialist	138	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94
6T006 Senior Air Quality Technician	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
6T005 Senior Public Information Officer	138	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94
6T008 Senior Staff Specialist	138	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94
8T013 Staff Specialist I	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7T032 Staff Specialist II	134	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
5T003 Supervising Air Quality Inspector	136	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
5T004 Supervising Air Quality Instrument Special	136	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T005 Supervising Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T006 Supervising Public Information Officer	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T009 Supervising Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T007 Supervising Systems Analyst	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
7T024 Systems Analyst	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T025 Systems Quality Assurance Specialist	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T026 Web Master	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Amend the Home Air Filtration Program Eligibility Criteria for  
James Cary Smith Community Grantee Partnerships

RECOMMENDED ACTION

Recommend the Board of Directors approve a clarification to the criteria for the Home Air Filtration Program James Cary Smith (JCS) Community Grantee partnerships to include, in addition to AB 617 communities, any other community with an overall score of 70 to 100 in CalEnviroScreen 4.0, an environmental health screening tool that shows cumulative impacts in California communities by census tract.

BACKGROUND

On July 20, 2022, the Board of Directors allocated \$1 million of the Wildfire Mitigation Designation General Fund Reserves to fund the School & Home Air Filtration Program. As part of that allocation, the Board directed \$100,000 to be used to purchase air filtration units and replacement filters for residents of AB 617 communities and outdoor workers recruited by James Cary Smith (JCS) Community Grantees and other community-based organizations in West Oakland, Richmond-North Richmond-San Pablo, and Santa Clara County.

DISCUSSION

The intent behind allocating these funds was to align the eligibility for air filtration units and replacement filters with the Air District's JCS Community Grant Program eligibility, so all JCS program grantees would be eligible to apply to distribute home air filtration units and one-year filter replacement to residents without a medical diagnosis or referral for respiratory disease. The JCS Community Grant Program includes, in addition to communities the Air District has previously identified as awaiting AB 617 designation, Bay Area communities with an overall CalEnviroScreen (CES) 4.0 score of 70 to 100. The Board action omitted language about areas with an overall score of 70 to 100 in CES 4.0, however. Thus, currently, communities that are not AB 617 communities but have an overall CES score of 70 to 100 (e.g., Marin City) are ineligible, creating inequities in the JCS Community Grant program.

One year after the Board’s approval to reallocate Wildfire Mitigation Designation General Fund Reserves to fund the Air District’s Home Air Filtration Program, the Air District has entered into agreements with eight JCS Grantees, which accounts for half of the allocated amount for JCS Grantee Partnerships. To encumber the remaining funds and address the inequity among grantees, staff proposes expanding criteria for eligible partners, as originally intended, to include JCS Community Grantees with Air District funded projects based in Bay Area communities with an overall score of 70 to 100 in CES 4.0. Expanding eligibility will help the Air District increase its outreach and engagement in these communities and provides further opportunity to strengthen partnerships with community-based organizations and local non-profits serving disadvantaged communities throughout the Bay Area while providing tangible air quality benefits to residents living in communities with disparate air quality impacts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. This recommended action does not change the funding level for this program.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Lisa Flores and Aneesh Rana  
Reviewed by: Veronica Eady

ATTACHMENTS:

1. 7/20/2022 Board of Directors Meeting Item 17: Report of the Community Equity, Health, and Justice Committee Meeting of July 7, 2022

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Sharon L. Landers  
Interim Executive Officer/APCO

Date: July 20, 2022

Re: Report of the Community Equity, Health, and Justice Committee Meeting of July 7,  
2022

RECOMMENDED ACTION

A) Authorization to use California Air Resources Board Supplemental Environmental Project Funds and \$1M Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs, given by Joshua Abraham, Acting Assistant Community Engagement Manager.

The Committee recommends the Board **authorize** the Interim Executive Officer/Air Pollution Control Officer to allocate California Air Resources Board Supplemental Environmental Project funds and amend the Community Engagement Division Budget by \$1 million using the Wildfire Mitigation Designation Reserves. These combined funding sources will be used in the following ways:

1. Use of \$231,000 for the purchase of air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease
2. Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute)
3. Execution of contract amendment with IQAir to use remaining \$97,603.29 of California Air Resources Board Supplemental Environmental Project funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in the Richmond - San Pablo area
4. Use \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in Assembly Bill 617 communities
5. Use \$100,000 to purchase air filtration units and replacement filters for Assembly Bill 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations.

BACKGROUND

None.

## DISCUSSION

The Community Equity, Health & Justice Committee met on Thursday, June 7, 2022, and approved the minutes of June 2, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received an oral presentation from Kevin G. Ruano Hernandez, college student and member of both the Air District's Community Advisory Council and Path to Clean Air Community Emissions Reduction Plan Community Steering Committee. Mr. Ruano Hernandez spoke about his concern of the public's lack of knowledge about the Air District's activities, emphasized the importance of active listening, and encouraged the Air District to improve its communication and engagement methods with the public.

The Committee then received the presentation *Efficacy of In-Room Air Cleaners during Wildfire Smoke*, given by Dr. Wanyu Rengie Chan of the Lawrence Berkeley National Laboratory.

Finally, the Committee received the staff presentation *Authorization to use California Air Resources Board Supplemental Environmental Project Funds and \$1M Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs*, given by Joshua Abraham, Acting Assistant Community Engagement Manager. The Committee recommends the Board **authorize** the Interim Executive Officer/Air Pollution Control Officer to allocate California Air Resources Board Supplemental Environmental Project funds and amend the Community Engagement Division Budget by \$1 million using the Wildfire Mitigation Designation Reserves. These combined funding sources will be used in the following ways:

1. Use of \$231,000 for the purchase of air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease
2. Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute)
3. Execution of contract amendment with IQAir to use remaining \$97,603.29 of California Air Resources Board Supplemental Environmental Project funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in the Richmond - San Pablo area
4. Use \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in Assembly Bill 617 communities
5. Use \$100,000 to purchase air filtration units and replacement filters for Assembly Bill 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations.

The next meeting of the Community Equity, Health & Justice Committee will be at the Call of the Chair. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers  
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Equity, Health and Justice Committee July 7, 2022, Meeting Memorandums

BOARD OF DIRECTORS  
MEETING OF 07/20/2022

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Authorization to Execute a Multi-Year Contract with BluePoint Inc. for Strategic  
Planning Services not to Exceed \$234,700

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract with BluePoint Planning for the development of an agency-wide Strategic Plan in an amount not to exceed \$234,700.

BACKGROUND

The Air District seeks to engage in agency-wide strategic planning that will result in a five-year plan that includes prioritized strategic objectives and measurable results. This project will include collaboration with stakeholders, communities, Board members and the Air District staff to build an understanding of Board priorities, governance, and external factors that are affecting, or are anticipated to affect resource allocation over the next five years. The project will also include annual reviews of objectives with recommended modifications to the plan presented to the Board. The Board will assemble an ad hoc committee to oversee and direct the activities of the strategic planning process with Directors Davina Hurt, Linda Hopkins and Joelle Gallagher as members of the ad hoc committee.

DISCUSSION

Staff issued a Request for Proposals (RFP) No. 2023-013 in February 2023 to seek a contractor to provide strategic planning development services to the Air District. Nine proposals were received and reviewed by a five-member panel comprised of four Air District staff members and one staff member from the Metropolitan Transportation Commission (MTC).

BluePoint Planning was selected based on their relevant expertise and their solid understanding of the level of effort required for the strategic planning work for the Air District. BluePoint Planning has extensive experience developing strategic plans and has completed similar strategic planning projects for several public agencies in the Bay Area. A scoring summary of the RFP is included in Table 1.



**Table 1. RFP No. 2023-013 Scoring Summary**

	<b>Total</b>	<b>A-1 - Expertise</b>	<b>A-2 - Skill</b>	<b>A-3 - Approach</b>	<b>A-4 - Cost</b>	<b>A-5 - References</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>/ 20 pts</b>	<b>/ 20 pts</b>	<b>/ 20 pts</b>	<b>/ 15 pts</b>	<b>/ 25 pts</b>
BluePoint Planning	81.4	16.2	16.4	16.6	10.8	21.4
Pivotal Resources, Inc.	75.2	14.4	15.8	15.8	12.4	16.8
Deloitte Consulting, LLP	72.4	15.8	15.2	16.2	7.4	17.8
Capital Partnerships Inc.	72	14	14.2	14.6	12.6	16.6
Guidehouse Inc.	71.4	15.2	14.6	15.6	9.2	16.8
RDA Consulting	70.2	13.6	14	15	12.4	15.2
Public Works LLC	65.2	12	14.6	14.4	10.2	14
Moss Adams LLP	64.8	13.8	13	12.6	9.2	16.2
Resigility, LLC.	51.2	11.4	10.4	10.2	8.2	11

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost for this contract is included in the Fiscal Year Ending (FYE) 2024 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Draft BluePoint Planning Professional Services Contract

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.[number of contract]**

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 BluePoint Planning (“CONTRACTOR”) whose address is 2748 Adeline Street, Suite D, Berkeley, CA 94703.
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. TERM – The term of this Contract is from the date it is executed by both parties to December 31, 2025, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

- A. Either party may terminate this Contract at any time, at will, and without specifying any reason, by notification 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) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - iv) 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) Automobile liability insurance in such amounts as required by California law. 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 monthly invoices to DISTRICT for services performed. Each invoice shall specify the total amount for which the invoice is submitted, and shall (i) reference tasks shown in the Scope of Work and the hours associated with same, and (ii) include an itemized list of all expenses for which reimbursement is sought, supported by receipts or other appropriate documentation.
- 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 \$234,700.

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 \$234,700. 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: Alexander Crockett, District Counsel

CONTRACTOR: BluePoint Planning  
2748 Adeline Street, Suite D  
Berkeley, CA 94703  
Attn: Mindy Craig, Principal

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

access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

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

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated.

CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
  17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
  18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
  19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.



20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.



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

BAY AREA AIR QUALITY

BluePoint Planning

MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Mindy Craig  
Principal

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander Crockett  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

#### Overview

In coordination with the DISTRICT, the CONTRACTOR shall develop a five-year Strategic plan that includes prioritized strategic objectives and key measurable results. The CONTRACTOR shall provide expert facilitation, guidance, frameworks, systems, training, and direct development for strategic planning. Systems may include establishing internal policy and procedures, that may be codified in the Air District's Administrative code, for regular maintenance of the Strategic Plan.

Contractor will execute the following tasks under the six listed project phases on a time and materials basis.

#### **1.0 Set the Context**

Estimated Hours for this Activity: 342

Estimated Completion Date for this Activity: November 15, 2023

CONTRACTOR will initiate the project in coordination with the Air District Strategic Plan Project Management Team. This will include a kickoff meeting to ensure that CONTRACTOR and key Air District leaders are in alignment about the development of the final deliverable, and that critical characteristics, review processes, and other key project components and milestones are clear between the project team and the Air District. Biweekly project coordination calls will begin and continue for the duration of the strategic plan process. Work this phase will focus on developing an environmental scan that describes factors influencing the strategic plan and analyzes strengths of and challenges for the Air District, from internal and external perspectives.

Tasks will include, but are not limited to:

- Kickoff Meeting
- Ongoing Project Management Team Biweekly Coordination Calls
- Staff, Board and Community Advisory Council Online Survey (Internal Perspectives)
- External Stakeholders Survey (Other Agencies, Local Governments, Industry Organizations)
- Executive Management Team (EMT) Meeting #1
- Staff Strategic Plan Advisory Committee (SPAC) Meeting #1
- Staff Division Leader Meetings (15)
- Stakeholder Interviews (25)
- Background Review and Research (Policies, Key Documents, Concurrent Plans)
- Project Plan (Environmental Scan and Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis)

Deliverables will include but may not be limited to:

- Project Management Team Biweekly Coordination Calls Notes
- Meeting Agendas, Materials and Summaries (Kickoff Meeting, EMT #1, SPAC #1)
- Background Review and Research Memo (Policies, Key Documents and Concurrent Plans)
- Staff Division Leader Questions
- Stakeholder Interview Protocol and Questions
- Staff, Board and CAC Online Survey and Results Summary
- External Stakeholders Survey and Results Summary
- Engagement Summary PowerPoint
- Draft and Revised Project Plan (Environmental Scan and SWOT Analysis)

## **2.0 Define the Framework**

Estimated Hours for this Activity: 210

Estimated Completion Date for this Activity: January 31, 2024

CONTRACTOR will build from the findings to date to develop the preliminary strategic plan framework, through a series of facilitated discussions. This will include evaluation and potential revision of the current mission and values and development of preliminary strategic directions and goals.

Tasks will include, but are not limited to:

- EMT Meetings #2 and #3
- SPAC Meetings #2 and #3
- Board Ad Hoc Committee Meeting
- Community Advisory Council Meeting
- External Stakeholder Meetings (3)
- Draft and Revised Strategic Plan Framework

Deliverables will include, but may not be limited to:

- Meeting Agendas, Materials and Summaries (EMT, SPAC, Board Ad Hoc Committee, CAC)
- Strategic Plan Framework Presentation
- Draft and Revised Strategic Plan Framework

## **3.0 Establish a Path Forward**

Estimated Hours for this Activity: 244

Estimated Completion Date for this Activity: March 31, 2024

CONTRACTOR will further develop the goals and objectives. This is an iterative process, where proposed tactics and actions (such as from the proposed Environmental Justice Policy) will be used as test cases to refine the framework and further articulate objectives and strategies.

Tasks within this phase include, but are not limited to:

- EMT Meetings #4 and #5
- SPAC Meetings #4 and #5
- Staff Division Leader Meetings (15)
- Strategy Development Work Sessions (5)
- Board Ad Hoc Committee Meeting
- Partner and Stakeholder Workshop

Deliverables will include, but may not be limited to:

- Meeting Agendas, Materials and Summaries (EMT, SPAC, Board Ad Hoc Committee, Division Leader Meetings, Workshop)
- Strategy Development Process and Tools
- Workshop Presentation: Emerging Strategic Plan

#### **4.0 Ensure Results**

Estimated Hours for this Activity: 438

Estimated Completion Date for this Activity: May 31, 2024

CONTRACTOR will develop an implementation plan that identifies roles, timing, priorities and actions for the next five years.

Tasks within this phase include, but are not limited to:

- EMT Meetings #6 and #7
- SPAC Meetings #6 and #7
- Staff Working Sessions
- Draft Implementation Plan
- Administrative Draft Strategic Plan
- Board Ad Hoc Committee Meeting
- CAC Meeting
- EMT Meeting #8
- SPAC Meeting #8
- Draft and Final Strategic Plan

- Board Presentation and Adoption

Deliverables will include, but may not be limited to:

- Meeting Agendas, Materials and Summaries (EMT, SPAC, Board Ad Hoc Committee, CAC)
- Staff Working Session Implementation Planning Process and Tools
- Administrative Draft Strategic Plan (Word file)
- Strategic Plan Powerpoint
- Draft and Final Strategic Plan (graphic design document PDF)

### **5.0 Measure Success**

Estimated Hours for this Activity: 142

Estimated Completion Date for this Activity: August 31, 2024

CONTRACTOR will work with staff and agency leaders to develop a Strategic Plan Maintenance Plan that outlines how to ensure accountability and success in the implementation of the plan. CONTRACTOR will present the Maintenance Plan at the Plan Adoption Meeting or stand-alone meeting for stakeholders. CONTRACTOR will develop a focus on developing an implementation plan that identifies roles, timing, priorities and actions for the next five years.

Tasks within this phase include, but are not limited to:

- Strategic Plan Maintenance Plan
- Staff Work Sessions (2)
- Joint EMT and SPAC Meeting

Deliverables will include, but may not be limited to:

- Strategic Plan Maintenance Plan
- Maintenance Plan Presentation
- Meeting Agendas, Materials and Summaries (EMT & SPAC Joint Meeting, Staff Work Sessions)

### **6.0 Ongoing Tracking Success Measures**

Estimated Hours for this Activity: 87

Estimated Completion Date for this Activity: December 31, 2024

CONTRACTOR will apply the metrics developed in Task 5.0 to assess progress on the Strategic Plan.

Tasks within this phase include, but are not limited to:

- Conduct Evaluation

- Joint EMT and SPAC Meeting
- Create Board Presentation
- Board Meeting

Deliverables will include, but may not be limited to:

- Evaluation Results
- Meeting Agenda and Summary (EMT & SPAC Joint Meeting)
- Board Presentation

DRAFT

**ATTACHMENT B  
COST SCHEDULE**

DISTRICT will pay CONTRACTOR at the hourly rates shown in the table below for work performed under this Contract. Costs may be allocated and invoiced differently than is shown as estimated for each phase or for each individual in the table below or in Attachment A , Scope of Work. However, written approval from DISTRICT is required prior to CONTRACTOR exceeding any total estimated dollar amount limit listed for any project phase.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT’s travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Task	rate/per hour	Mindy Craig, Principal		Lauren Schmitt, Project Manager		Hayley Padden, Associate		Project Assistant		Est. Hours	Total Cost
		@ \$200		@ \$170		@ \$135		@ \$110			
1.0	Set the Context	69	\$13,800	112	\$19,040	143	\$19,305	18	\$1,980	342	\$54,125
2.0	Define the Framework	38	\$7,600	72	\$12,240	90	\$12,150	10	\$1,100	210	\$33,090
3.0	Establish a Path Forward	49	\$9,800	87	\$14,790	91	\$12,285	17	\$1,870	244	\$38,745
4.0	Ensure Results	74	\$14,800	136	\$23,120	220	\$29,700	8	\$880	438	\$68,500
5.0	Measure Success	22	\$4,400	38	\$6,460	76	\$10,260	6	\$660	142	\$21,780
6.0	Ongoing Tracking Success Measures	16	\$3,200	20	\$3,400	50	\$6,750	1	\$110	87	\$13,460
	<b>Subtotal</b>	<b>268</b>	<b>\$53,600</b>	<b>465</b>	<b>\$79,050</b>	<b>670</b>	<b>\$90,450</b>	<b>60</b>	<b>\$6,600</b>	<b>1463</b>	<b>\$229,700</b>
										<b>Direct Costs</b>	<b>\$5,000</b>
										<b>Not To Exceed Total</b>	<b>\$234,700</b>

Payment will be made in accordance with Section 8, Payment, of this Contract.

Total cost of Contract not to exceed **\$234,700**.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: July 19, 2023

Re: Air Quality Summary and Trends: PM<sub>2.5</sub>

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Bay Area Air Quality Management District (Air District) is responsible for deploying, operating, and maintaining a network of ambient air quality monitoring sites to meet Environmental Protection Agency requirements, support local Air District objectives, provide support for a variety of different Air District programs. The Air District ambient air quality monitoring network includes 32 locations that measure a specific collection of pollutants at each site that includes both criteria pollutants (fine particulate matter, coarse particulate matter, ozone, nitrogen dioxide, sulfur dioxide, carbon monoxide, and lead) and non-criteria pollutants (air toxics, black carbon, ultrafine particles, and speciated particulate matter). Data from these monitoring sites provides insights into specific pollutant levels that are used to guide the Air District in its implementation of its strategic goals to create a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate.

DISCUSSION

The purpose of this presentation is to provide the Board and the public with an air quality update for data collected through the calendar year 2022. The update will include a short introduction to air monitoring and the Air District's ambient air quality monitoring network, will primarily focus on fine particulate matter, and provide key takeaways from the analysis presented. The analysis will cover the Air District's compliance with National Ambient Air Quality Standards (NAAQS), review of long-term trends, and provide insights to changes in pollution levels that occur throughout the network and from year-to-year. The analysis also touches on publicly available PurpleAir data in the Bay Area and takes a closer look at the specific characteristics of fine particulate matter at the Air District's San Jose – Jackson monitoring site.



BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Michael Flagg and Kate Hoag

Reviewed by: Ranyee Chiang

ATTACHMENTS:

None