



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## BOARD OF DIRECTORS MEETING

September 6, 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  
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**

**Office of Santa Clara County  
Supervisor Otto Lee  
70 W Hedding St  
East Wing, 10th Floor  
San Jose, CA 95110**

**Santa Rosa Junior College Campus  
Doyle Library, Room 148  
1501 Mendocino Ave.  
Santa Rosa, CA, 95401**

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

**City of Bloomington City Hall  
Dunlap Conference Room, #235  
401 N. Morton Street  
Bloomington, IN 47404**

### 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/87403458306>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 874 0345 8306

**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, SEPTEMBER 6, 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 - 21)**

**4. Approval of the Draft Minutes of the Board of Directors Regular Meeting of July 19, 2023**

*The Board will consider approving the draft minutes of the Board of Directors Regular meeting of July 19, 2023.*

**5. Board Communications Received from July 19, 2023 through September 5, 2023**

*A copy of communications directed to the Board of Directors received by the Air District from July 19, 2023 through September 5, 2023, if any, will be distributed to the Board Members by way of email.*

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

*In accordance with Division II, Section 5.4(b), of the Air District Administrative Code, the Board of Directors will receive a report of Air District personnel who have traveled on out-of-state business in the preceding months.*

**7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of June 2023 and July 2023**

*In accordance with Resolution No. 2012-08 the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the months of June 2023 and July 2023.*

8. Quarterly Reports of California Air Resources Board Representative - Honorable Davina Hurt

*The Board of Directors will receive the quarterly reports of the activities of California Air Resources Board Representative Honorable Davina Hurt for the first two quarters of 2023.*

9. Authorization to Amend Contract with Kadesh & Associates LLC for Federal Legislative Advocacy Services

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the existing contract with Kadesh & Associates LLC for federal legislative advocacy services to increase the maximum contract amount by \$127,308 for a total amended contract of \$370,908.*

10. Authorization to Amend Contract with Moore Iacofano Goltsman, Inc., for the AB 617 Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the existing contract with Moore Iacofano Goltsman, Inc., to extend the term of the contract from December 31, 2023 to June 30, 2024 and to increase the maximum contract amount by \$355,000, for a new total maximum amount of \$1,114,080, to provide meeting administrative support for the completion of the AB 617 Richmond-North Richmond-San Pablo Area Path to Clean Air Community Emissions Reduction Plan.*

11. Authorization to Amend Contract with DIFF WORKS, LLC for Videography Services

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with DIFF WORKS, LLC increasing the maximum dollar amount of the contract from \$34,000 to \$134,000 for videography services for community videos for the Air District's 2023 Annual Report.*

12. Authorization to Execute Lease Amendments for Compliance and Enforcement Field Office Space in Richmond

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute amendments to the lease agreements with Teagarden Business Center, LLC and Marina Bay Crossing, to extend the terms of the lease for a five-year period from November 1, 2023, with the total rent payable over that five-year period in an amount not to exceed \$324,033.95.*



13. Authorization to Accept Grant Program Funds from the U.S. Environmental Protection Agency for Mobile and Portable Monitoring and to Procure Equipment Using Those Funds

*The Board of Directors will consider adopting a resolution to authorize the Executive Officer/APCO to accept, obligate, and expend \$209,530 in funding from the United States Environmental Protection Agency for mobile and portable monitoring, and to execute purchases using these funds for mobile and portable monitoring equipment and associated consumables.*

14. Authorization to Amend Master Services Agreement with Just Cities, LLC for East Oakland AB 617 Community Steering Committee Support

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the Master Services Agreement with Just Cities, LLC to increase the maximum contract amount by \$270,000, to a total amount not to exceed \$620,000, to provide facilitation and logistics support for the East Oakland AB 617 Community Steering Committee.*

15. Authorization to Amend Signature Authority for Air District Accounts Held With the San Mateo County Treasurer

*The Board of Directors will consider adopting a resolution authorizing an amendment to the signature authority on the Air District fiscal account with the County of San Mateo Treasurer. The proposed resolution increases the number of Air District authorized representatives from two to four specified position titles, increasing operational efficiency and ensuring business continuity.*

16. Authorization for a One-Year Contract Renewal with Microsoft Corporation for Unified Support and Expanded Cybersecurity Operation Services

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a one-year contract with Microsoft Corporation for unified support and cybersecurity operation services in an amount not to exceed \$264,725.*

17. Authorization to Execute a Multi-Year Contract with Ideal Computer Services, Inc. for Hosting Services of the Legacy Systems

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a multi-year contract with Ideal Computer Services, Inc. for hosting services of the legacy systems in an amount not to exceed \$106,272.*

18. 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 consider adopting 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. These proposed amendments were recommended by the Finance and Administration Committee at its meeting on July 5, 2023.*

19. Authorization to Add and Amend Position Classifications to Reduce Barriers to Recruiting and Provide for Span of Control

*The Board of Directors will consider authorizing (i) the addition of new "Staff Attorney" and "Legal Intern" position classifications to reduce barriers to entry and provide opportunities for law students and junior lawyers and temporary legal staffing; and (ii) the amendment of the "Senior Assistant Counsel" position classification to add supervisory duties in this class and provide for a proper span of control. These new classifications will not add any additional funded positions.*

20. Report of the Stationary Source and Climate Impacts Committee Meeting of July 12, 2023

*The Board of Directors will receive a report of the Stationary Source and Climate Impacts Committee Meeting of July 12, 2023.*

21. Report of the Community Advisory Council Meeting of July 20, 2023

*The Board of Directors will receive a report of the Community Advisory Council meeting of July 20, 2023.*

## **OTHER BUSINESS**

22. 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.*

23. 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)*

24. Report of the Executive Officer/APCO

25. Chairperson's Report

26. Time and Place of Next Meeting

*Wednesday, September 20, 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**

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 cases:*

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

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

*Stephen (Rex) Sanders v. Bay Area Air Quality Management District, San Francisco Superior Court Case No. CGC-23-608095;*

*Terri Levels v. Bay Area Air Quality Management District, San Francisco Superior Court Case No. CGC-23-608122.*

28. 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*

**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

#### 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 and Administration Committee	Wednesday	6	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Advisory Council Meeting	Monday	11	9:30 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 - CANCELLED	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.	Sheraton Sonoma Wine Country Petaluma Hotel Ballroom 745 Baywood Drive Petaluma, CA 94954
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

#### OCTOBER 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	4	9:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Legislative Committee	Wednesday	4	11:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	4	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee	Wednesday	11	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Mobile Source and Climate Impacts Committee	Wednesday	11	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room

## **OCTOBER 2023**

<b><u>TYPE OF MEETING</u></b>	<b><u>DAY</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>	<b><u>ROOM</u></b>
<b>Board of Directors Meeting</b>	<b>Wednesday</b>	<b>18</b>	<b>9:00 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Board of Directors Finance and Administration Committee</b>	<b>Wednesday</b>	<b>18</b>	<b>11:30 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Board of Directors Community Equity, Health and Justice Committee</b>	<b>Wednesday</b>	<b>18</b>	<b>1:00 p.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>

HL 8/31/2023 – 1:55 p.m.  
G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: September 6, 2023

Re: Approval of the Draft Minutes of the Board of Directors Regular Meeting of July 19,  
2023

RECOMMENDED ACTION

Approve the attached draft minutes of the Board of Directors meeting of July 19, 2023.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors meeting of July 19, 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 19, 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 19, 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 9:02 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; and Directors Ken Carlson, Juan Gonzalez, Tyrone Jue, Katie Rice, Vicki Veenker, 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, Mark Ross, and Steve Young.

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

Present, In-Person Satellite Location: (City of Palo Alto City Hall, 250 Hamilton Avenue, 7<sup>th</sup> Floor, Palo Alto, California, 94301): Directors Margaret Abe-Koga, Noelia Corzo, Sergio Lopez, and Ray Mueller.

Present, In-Person Satellite Location: (County of Sonoma County Administrator's Office, 575 Administration Drive, Sunroom, Suite #110A, Santa Rosa, California, 95403): Secretary Lynda Hopkins.

Present, In-Person Satellite Location: (San Ramon City Hall, 7000 Bollinger Canyon Road, Community Conference Room, 2<sup>nd</sup> Floor, San Ramon, California, 94583): Director David Hudson.

Absent: Vice Chairperson Davina Hurt; Directors Brian Barnacle, Erin Hannigan, Otto Lee, and Myrna Melgar.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters stated that Jose Orozco was hired as an Air Quality Specialist I in the Air District's Compliance & Enforcement Division. He also announced that Dr. Phil Martien, Director of the Assessment, Inventory, and Modeling Division, will be retiring after 33 years at the Air District.

NOTED PRESENT: Director Rice was noted present at 9:07 a.m., and Director Abe-Koga was noted present at 9:08 a.m.

**CONSENT CALENDAR** (Items 4 – 16)

4. Approval of 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
6. Personnel Out-of-State Business Travel Report for June 2023
7. Quarterly Report of the Executive Office and Division Activities for the Months of January 2023 - March 2023
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.
9. Projects and Contracts with Proposed Grant Awards Over \$500,000
10. Authorization to Expand Benefits, Vendors, and Partnership Agreements for the Home Air Filtration Program
11. Authorization to Amend Contract with Clean Cars for All Contractor
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
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
14. Authorization to Execute Three-Year Contracts with Four Temporary Staffing Firms Not to Exceed \$1.6 Million
15. Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation
16. Report of the Finance and Administration Committee Meeting of July 5, 2023

**Public Comments**

Public comments were given by Jason Crossland, Central City Single-Room Occupancy (SRO) Collaborative; Eddie Ahn, Brightline Defense; Miriam, Central City SRO Collaborative; Danny Garcia, Central City SRO Collaborative; and Trinity Vang, Brightline Defense.

NOTED PRESENT: Director Corzo was noted present at 9:12 a.m., Director Ross was noted present at 9:18 a.m., and Director Mueller was noted present at 9:20 a.m.

Board Comments

Director Walton said that, based upon the public comments, which were intended for Item 18, he would speak to the leadership at Central City SRO Collaborative about the tenants’ concerns.

Board Action

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

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

**ACTION ITEMS**

**17. AUTHORIZATION OF EMPLOYEE COMPENSATION AND BENEFITS**

John Chiladakis, Acting Deputy Executive Officer of Finance and Administration, gave the staff presentation *Consider Authorization of Employee Compensation Plan*, including: requested motion; background; compensation summary – salaries and benefits; and recommendation for motion.

Public Comments

No requests received.

Board Comments

The Board and staff discussed when the resolution approving the pay increase that would be effective on July 1, 2024 will be adopted.

Board Action

Director Carlson made a motion, seconded by Chair Bauters, to **adopt** a resolution authorizing employee compensation and benefits for Fiscal Year Ending 2024; and the motion **carried** by the following vote of the Board:

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

**[Please click here to view signed Board Resolution No. 2023–15](#)**

**18. AUTHORIZATION TO AMEND THE HOME AIR FILTRATION PROGRAM ELIGIBILITY CRITERIA FOR JAMES CARY SMITH COMMUNITY GRANTEE PARTNERSHIPS**

Anna Lee, Community Engagement Manager, gave the staff presentation *Amendment of Home Air Filtration Program Eligibility Criteria for James Cary Smith Community Grantee Partnerships*, including: outcome; outline; requested action; background & program scope; current program overview; target populations and communities; James Cary Smith grantees and community organization partnerships; James Cary Smith grantee partner eligibility; and summary of requested action.

NOTED PRESENT: Director Miley was noted present at 9:36 a.m.

Public Comments

Public comments were given by Eddie Ahn, Brightline Defense; and Charles Davison, Hercules resident.

Board Comments

The Board and staff discussed whether the Air District is tracking the impact of the filters on health of the recipients; the desire for confirmation of use of the filters that are allocated; concerns about the length and complexity of the filter application; whether any of the grants that the Air District manages are oversubscribed; the request for a future Board presentation from Breathe California.

Board Action

Director Gonzalez made a motion, seconded by Director Rice, to **approve** a clarification to the criteria for the Home Air Filtration Program James Cary Smith 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; and the motion **carried** by the following vote of the Board:

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

**19. AUTHORIZATION TO EXECUTE A MULTI-YEAR CONTRACT WITH BLUEPOINT INC. FOR STRATEGIC PLANNING SERVICES NOT TO EXCEED \$234,70**

On behalf of Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer, Mr. Chiladakis gave the staff presentation *Consider Authorization of Strategic Planning Contract*, including: discussion; and recommendation for motion.

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Gonzalez made a motion, seconded by Director Veenker, to **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; the motion **carried** by the following vote of the Board:

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

**INFORMATIONAL ITEM**

**20. AIR QUALITY SUMMARY AND TRENDS: PM<sub>2.5</sub>**

Michael Flagg, Principal Air Quality Specialist, gave the staff presentation *Air Quality Summary and Trends: Particulate Matter (PM)<sub>2.5</sub>*, including: outline; requested action; estimating levels of air pollution; Air District monitoring network; key takeaway #1; annual PM<sub>2.5</sub>; 24-hour PM<sub>2.5</sub>; key takeaway #2; long-term averages worse in dense urban areas and near the bay; short-term episodes worse in South Bay and eastern valleys; key takeaway #3; 2022 PM<sub>2.5</sub> (all monitoring sites); region-wide higher pollution episodes; localized higher pollution episodes; San Jose – Knox (near road); key takeaway #4; composition of PM; ongoing and future work; upcoming analyses of air sensor data; and summary.

Public Comments

Public comments were given by “Call-In-User\_1”; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Charles Davidson, Hercules resident.

Board Comments

The Board and staff discussed what is our strategy and what future presentations will the Board receive regarding this issue; the degree to which other regulatory bodies are responsible for helping to meet revised/future air quality standards; whether there has been an increase in concentration of black carbon; the effectiveness and tradeoffs of PurpleAir sensors, and whether they measure emissions from refineries; the need for additional monitors in overburdened communities; the suggestion for three-dimensional data visualization and daily heat maps of emissions averages; reason for emission increases

during the winter months; the desire to see the City of Benicia receive as much attention and resources as other overburdened communities, despite it not being a low-income community; how the Air District plans to utilize its speciation data; and sources of volatile organic compounds and how much of them are biogenic versus anthropogenic.

Board Action

None; receive and file.

**OTHER BUSINESS**

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

Public comments were given by Kathy Kerridge, Benicia Community Air Monitoring Program; and “Call-In-User\_1.”

**22. BOARD MEMBER COMMENTS**

None.

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

Dr. Ranyee Chiang, Director of Meteorology and Measurement, gave an advisory for wildfire smoke in the Bay Area from the Flat Fire in Oregon.

**24. CHAIRPERSON’S REPORT**

Chair Bauters announced the following:

- On July 11, San Francisco Mayor, London Breed, announced the appointment of Tyrone Jue as the new Director of the San Francisco Environment Department. This appointment follows a nationwide search led by the Commission on the Environment and is effective immediately.

**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 members and members of the public will be able to either join in-person or via webcast.

**CLOSED SESSION** (10:57 a.m.)

Public Comments

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

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*

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

27. **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.

28. **CONFERENCE WITH LEGAL COUNSEL REGARDING 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 Terri Levels (1 claim)*

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

**OPEN SESSION** (12:05 p.m.)

29. **ADJOURNMENT**

The meeting was adjourned at 12:06 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: September 6, 2023

Re: Board Communications Received from July 19, 2023 through September 5, 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 19, 2023, through September 5, 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: Marjorie Villanueva

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: September 6, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Division II, 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 July 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 July 2023:

2023 Air Sensors Quality Assurance Workshop, Research Triangle Park, Raleigh, NC, July 24-27, 2023 attendees:

- Kate Hoag, Ph.D., Assistant Manager, Ambient Air Quality Analysis
- Michael Flagg, Principal Air Quality Specialist

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's FYE 2024 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: September 6, 2023

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of  
June 2023 and July 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations for the Month of June 2023
2. Notices of Violations for the Month of July 2023

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violation(s) were issued in June 2023:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Berkeley Millwork & Furniture Co.	B2691	Oakland	A61148A	6/1/2023	2-1-307	Permit Requirement/Condition Violation
EBMUD Upper San Leandro WTP	A4557	Oakland	A61929A	6/21/2023	2-1-302	No Permit to Operate
State of California Department of Transportation	B4196	San Leandro	A61726A	6/23/2023	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62129A	6/12/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62132A	6/22/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62133A	6/22/2023	2-6-307	Title V Requirement/Permit Condition Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Chevron Products Company	A0010	Richmond	A61821A	6/1/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Stations Inc.	FB984	San Ramon	A62294A	6/9/2023	8-7-308	Gasoline Dispensing Facility Violation
East Bay Municipal Utility District	A4556	El Sobrante	A62732A	6/6/2023	2-1-302	No Permit to Operate
Phanindra Yarlagadda	FB932	Martinez	A60685A	6/1/2023	8-7-302.1	Gasoline Dispensing Facility Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61535A	6/6/2023	2-6-307	Title V Requirement/ Permit Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A60684A	6/1/2023	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62453A	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62453B	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62454A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62454B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62455A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62455B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62459A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62459B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62460A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62460B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62456A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62456B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62457A	6/2/2023	8-34-301	Landfill Violation

West Contra Costa County Landfill	A1840	Richmond	A62457B	6/2/2023	2-6-307	Title V Requirement/ Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A62458A	6/2/2023	8-34-301	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A62458B	6/2/2023	2-6-307	Title V Requirement/Condition Violation

<b>Marin</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ghilotti Bros Inc.	B8813	San Rafael	A62069A	6/15/2023	2-1-301	No Authority to Construct and No Permit to Operate
Ghilotti Bros Inc.	B8813	San Rafael	A62069B	6/15/2023	2-1-302	No Authority to Construct and No Permit to Operate
Redwood Landfill Inc.	A1179	Novato	A61572A	6/6/2023	2-1-307	Permit Requirement/Condition Violation

<b>San Mateo</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Antea Group	E2429	San Bruno	A60953A	6/7/2023	2-1-307	Permit Requirement/Condition Violation
Atlantic Richfield Company c/o Antea Group	E0271	San Bruno	A60352A	6/7/2023	2-1-307	Permit Requirement/Condition Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
DC Electronics	FB748	San Jose	A61644A	6/27/2023	2-1-301	No Authority to Construct and No Permit to Operate
DC Electronics	FB748	San Jose	A61644B	6/27/2023	2-1-302	No Authority to Construct and No Permit to Operate
Reliance Construction	FB999	Mountain View	A60146A	6/27/2023	11-2-303	Asbestos Violation
SFPP, LP	A4020	San Jose	A62130A	6/14/2023	8-18-301	Equipment Leak Violation
SFPP, LP	A4020	San Jose	A62131A	6/14/2023	8-18-301	Equipment Leak Violation

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Valero Benicia Asphalt Plant	A0901	Benicia	A62189A	6/1/2023	2-6-307	Title V Requirement/ Permit Condition Violation
Valero Refining Company - California	B2626	Benicia	A62190A	6/20/2023	1-522.4	Continuous Emissions Monitor Violation
Valero Refining Company - California	B2626	Benicia	A62191A	6/26/2023	2-6-307	Title V Requirement/ Permit Condition Violation
Valero Refining Company - California	B2626	Benicia	A62192A	6/26/2023	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A62192B	6/26/2023	9-1-307	SO2 Emissions Violation



<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61573A	6/28/2023	8-34-301.2	Landfill Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61573B	6/28/2023	8-34-305.1	Landfill Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61573C	6/28/2023	CCR	CA Code of Regulation Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61574A	6/28/2023	8-34-301.2	Landfill Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61575A	6/28/2023	8-34-303	Landfill Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61575B	6/28/2023	CCR	CA Code of Regulation Violation

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

There were 3 settlement(s) for \$10,000 or more completed in June 2023.

1) On June 7, 2023, the District reached settlement with SJ Plating Inc. for \$35,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58381A	11/14/2019	5/5/2007	2-1-301	No Authority to Construct and No Permit to Operate
A58381B	11/14/2019	5/5/2007	2-1-302	No Authority to Construct and No Permit to Operate

2) On June 14, 2023, the District reached settlement with Concord Ready Mix Inc. for \$35,000, regarding the allegations contained in the following 2 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A61280A	5/18/2022	12/13/2020	2-1-307	Permit Requirement/Condition Violation
A61281A	5/12/2022	11/1/2019	2-1-302	No Permit to Operate

3) On June 29, 2023, the District reached settlement with Grupe Homes for \$16,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58782A	10/21/2020	10/2/2020	CCR	CA Code of Regulation Violation

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violation(s) were issued in July 2023:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Au Energy LLC	Z1937	Fremont	A62348A	7/25/2023	8-7-301.5	Gas Dispensing Facility Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62734A	7/25/2023	8-34-301.2	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62736A	7/27/2023	8-34-301.1	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62736B	7/27/2023	CCR	CA Code of Regulation Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62737A	7/27/2023	8-34-301.1	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62737B	7/27/2023	CCR	CA Code of Regulation Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62738A	7/27/2023	8-34-301.1	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62738B	7/27/2023	CCR	CA Code of Regulation Violation
DeSilva Gates Construction, LP	A0802	Sunol	A59760A	7/20/2023	2-1-307	Permit Requirement/Condition Violation
Port of Oakland	A1307	Oakland	A62853A	7/5/2023	8-7-301.5	Gas Dispensing Facility Violation

Schnitzer Steel Products Company	A0208	Oakland	A62733A	7/25/2023	2-1-307	Permit Requirement/Condition Violation
Schnitzer Steel Products Company	A0208	Oakland	A62735A	7/25/2023	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62134A	7/13/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62135A	7/13/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62137A	7/19/2023	8-13-309.2	Light and Medium Duty Motor Vehicle Assembly Plants Violation
Tesla, Inc.	A1438	Fremont	A62137B	7/19/2023	8-13-309.3	Light and Medium Duty Motor Vehicle Assembly Plants Violation
Tesla, Inc.	A1438	Fremont	A62138A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62139A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62140A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62141A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62142A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A62143A	7/19/2023	2-6-307	Title V Requirement/Permit Condition Violation
Western Digital Technologies	A8391	Fremont	A62136A	7/17/2023	2-1-307	Permit Requirement/Condition Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Advanced Lubrication Specialties	FC027	Richmond	A62757A	7/6/2023	1-301	Public Nuisance Violation
Advanced Lubrication Specialties	FC027	Richmond	A62758A	7/6/2023	9-7-307.1	Boiler Emissions Violation
Advanced Lubrication Specialties	FC027	Richmond	A62759A	7/6/2023	2-1-301	No Authority to Construct and No Permit to Operate
Advanced Lubrication Specialties	FC027	Richmond	A62759B	7/6/2023	2-1-302	No Authority to Construct and No Permit to Operate
Air Liquide Large Industries US LP	B7419	Rodeo	A61536A	7/5/2023	2-6-307	Title V Requirement/ Permit Condition Violation
Chevron Products Company	A0010	Richmond	A61835A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61838A	7/3/2023	2-1-302	No Permit to Operate
Chevron Products Company	A0010	Richmond	A61839A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61840A	7/3/2023	2-1-302	No Permit to Operate
Chevron Products Company	A0010	Richmond	A62600A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62600B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62785B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62786A	7/3/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A62783B	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62783C	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62784A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62784B	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62784C	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62785A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62781B	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62781C	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62782A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62782B	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62782C	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62783A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62778B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62779A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62779B	7/3/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A62780A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62780B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62781A	7/3/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62601A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62601B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62602A	7/3/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A62602B	7/3/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62602C	7/3/2023	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A62778A	7/3/2023	9-1-307	SO2 Emissions Violation
G & K Petroleum Inc.	FA155	Clayton	A60687A	7/21/2023	8-7-302.3	Gas Dispensing Facility Violation
Grand Petroleum Inc.	Z4381	Concord	A60686A	7/5/2023	8-7-301.5	Gas Dispensing Facility Violation
Martinez Refining Company LLC	A0011	Martinez	A62091A	7/11/2023	1-301	Public Nuisance Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A60876A	7/17/2023	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A60877A	7/17/2023	2-6-307	Title V Requirement/Permit Condition Violation

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
San Francisco Public Utilities Commission	A4116	San Francisco	A62642A	7/10/2023	2-1-307	Permit Requirement/Condition Violation
US Coast Guard	B0240	San Francisco	A58101A	7/19/2023	2-1-302	No Permit to Operate
US Coast Guard	B0240	San Francisco	A58101B	7/19/2023	2-1-307	Permit Requirement/Condition Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
KN Stations, LLC	FA539	San Bruno	A62349	7/26/2023	8-7-301.5	Gas Dispensing Facility Violation
MFD	FC040	San Bruno	A61904A	7/21/2023	11-2-303	Asbestos Violation
MFD	FC040	San Bruno	A61904B	7/21/2023	11-2-304	Asbestos Violation
MFD	FC040	San Bruno	A61905A	7/21/2023	11-2-401.3	Asbestos Violation
Sewer Authority Mid-Coastside	A1533	Half Moon Bay	A60954A	7/25/2023	9-7-307	Boiler Emissions Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Ganesh Group, LLC	FC007	Campbell	A62295A	7/5/2023	8-7-301.5	Gas Dispensing Facility Violation
Gidda Enterprises, Inc.	FC026	San Jose	A62296A	7/6/2023	2-1-307	Permit Requirement/Condition Violation
Valero Refining Co. SS#7263	FC042	San Jose	A62297A	7/11/2023	8-7-301.1	Gas Dispensing Facility Violation



Wyant & Smith Crematory	B2867	Sunnyvale	A60938A	7/17/2023	2-1-307	Permit Requirement/Condition Violation
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<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Valero Refining Company - California	B2626	Benicia	A62193A	7/7/2023	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62193B	7/7/2023	8-2-301	Miscellaneous Operation Violation
Valero Refining Company - California	B2626	Benicia	A62194A	7/7/2023	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62194B	7/7/2023	8-2-301	Miscellaneous Operation Violation
Valero Refining Company - California	B2626	Benicia	A62195A	7/24/2023	1-522.4	Continuous Emissions Monitor Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
ARCO AmPm Facility #6509 - ATTN Peter Ngo	C0983	Santa Rosa	A62261A	7/31/2023	8-7-302.3	Gas Dispensing Facility Violation

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

There were 2 settlement(s) for \$10,000 or more completed in July 2023.

1) On July 13, 2023, the District reached settlement with Clover Flat Resource & Recovery Park for \$24,500, regarding the allegations contained in the following 7 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59925A	7/5/2022	3/16/2022	CCR	CA Code of Regulation Violation
A59927A	7/13/2022	7/13/2022	2-1-307	Permit Requirement/Condition Violation
A59927B	7/13/2022	7/13/2022	8-34-303	Landfill Violation
A60453A	10/22/2020	8/24/2018	2-1-307	Permit Requirement/Condition Violation
A60454A	10/22/2020	10/1/2020	8-34-301.1	Landfill Violation
A60454B	10/22/2020	10/1/2020	CCR	CA Code of Regulation Violation
A60456A	12/16/2020	8/6/2019	2-1-307	Permit Requirement/Condition Violation
A60457A	12/16/2020	6/23/2020	8-34-415	Landfill Violation
A60457B	12/16/2020	6/23/2020	10	Code of Federal Regulation Violation
A61092A	2/3/2022	3/26/2021	2-1-307	Permit Requirement/Condition Violation

2) On July 27, 2023, the District reached settlement with Chemtrade West US LLC for \$1,150,000, regarding the allegations contained in the following 7 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59546A	1/26/2021	11/4/2020	2-6-307	Title V Requirement/Permit Condition Violation
A59547A	6/8/2021	1/1/2010	1-522	Continuous Emissions Monitor Violation
A59547B	6/8/2021	1/1/2010	10	Code of Federal Regulation Violation
A59548A	6/8/2021	1/1/2010	1-522	Continuous Emissions Monitor Violation
A59548B	6/8/2021	1/1/2010	10	Code of Federal Regulation Violation
A59548C	6/8/2021	1/1/2010	10	Code of Federal Regulation Violation

A59549A	6/8/2021	1/1/2010	2-6-307	Title V Requirement/Permit Condition Violation
A59549B	6/8/2021	1/1/2010	2-6-502	Title V Monitoring Violation
A59549C	6/8/2021	1/1/2010	10	Code of Federal Regulation Violation
A59905A	1/26/2021	12/3/2020	6-1-301	Visible Emissions Violation
A59905B	1/26/2021	12/3/2020	2-6-307	Title V Requirement/Permit Condition Violation
A60628A	9/30/2021	7/30/2021	2-6-502	Title V Monitoring Violation
A60647A	5/19/2022	11/20/2021	2-6-307	Title V Requirement/Permit Condition Violation

**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: September 6, 2023

Re: Quarterly Reports of California Air Resources Board Representative - Honorable  
Davina Hurt

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Attached are the Quarterly Reports of California Air Resources Board Representative, the Honorable Davina Hurt, for the first two quarters of 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Marjorie Villanueva

ATTACHMENTS:

1. CARB First Quarter Report for Representative - Honorable Davina Hurt
2. CARB Second Quarter Report for Representative - Honorable Davina Hurt

**To: Members of the Board of Directors, BAAQMD**

**From: Davina Hurt, Member, California Air Resources Board**

**Date: August 2, 2023**

**Subject: Quarterly Report of My Activities as an Air Resources Board Member**

The list below summarizes my activities as a California Air Resources Board member from January 1, 2023, through March 31, 2023:

#### January Activities

11<sup>th</sup> Meeting w/ Union of Concerned Scientists re: ACF  
19<sup>th</sup> January Staff Briefing  
Meeting w/ Metal Finishers Assoc. re: Hex Chrome  
24<sup>th</sup> CARB Ad Hoc Governance Workgroup Meeting  
26<sup>th</sup> January Board Meeting  
27<sup>th</sup> January Board Meeting (day 2)

#### February Activities

2<sup>nd</sup> Bay Area Toxics Tour  
3<sup>rd</sup> Phillips 66 Refinery Tour  
8<sup>th</sup> Mayors' Transatlantic Panel Discussion on a Just Transition to Net-Zero Economies  
16<sup>th</sup> ACF Sub-Quorum  
February Staff Briefing  
Meeting w/ CNGVC re: ACF  
21<sup>st</sup> Meeting w/ Biofuelwatch  
Meeting w/ MenloSpark  
23<sup>rd</sup> February Board Meeting  
28<sup>th</sup> Meeting w/ City of Roseville re: ACF

#### March Activities

7<sup>th</sup> Meeting w/ Enterprise re: ACF  
8<sup>th</sup> AB 617 Consultation Group Meeting  
16<sup>th</sup> March Staff Briefing  
23<sup>rd</sup> March Board Meeting  
27<sup>th</sup> CARB/CTC/HCD Joint Meeting Briefing

Attachments: Public Agendas



# Public Meeting Agenda

Thursday, January 26, 2023, and  
Friday, January 27, 2023

Mary D. Nichols Campus, Southern California Headquarters  
4001 Iowa Avenue, Riverside, California 92507  
Haagen-Smit Auditorium

**Webcast** (Livestream/Watch Only)

**Zoom Webinar** [Register Here](#)

Phone Number: (669) 900-6833

Webinar ID: 891 7271 2431

The January 26-27, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 4001 Iowa Avenue, Riverside, California 92507, with remote participation available to the public and Board members in accordance with [Senate Bill 189](#) (Gov. Code § 11133). This facility is accessible to persons with disabilities and by public transit. Limited parking is available onsite. In-person attendees are strongly encouraged to carpool or use public transit to get to the facility. For transit information, call (951) 565-5194, website: <https://www.riversidetransit.com>

To only watch the Board Meeting and not provide verbal comments, please view the [webcast](#). If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments. Please do not view the webcast and then switch over to the webinar to comment as the webcast will have a time delay; instead, register to participate via the Zoom webinar.

## Public Comment Guidelines and Information

- [In-Person Public Testimony](#)
- [Remote Public Participation](#)

In-person speakers signed up to comment will be called upon first, followed by public Zoom and phone participants wishing to comment.

Verbal testimony sign-ups (in person and via raised hands in Zoom) will close 30 minutes after public comment has begun.

### **Spanish interpretation will be provided at the January Board Meeting.**

- [Agenda de la Reunión Pública](#)
- [Spanish Webcast](#)

**Thursday, January 26, 2023 @ 9:00 a.m.**

## **Discussion Items:**

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request.

### **23-1-1: Public Hearing to Consider the Proposed 2022 Amendments to Area Designations for State Ambient Air Quality Standards**

The Board will consider the proposed amendments to the regulations designating areas of California as attainment, nonattainment, nonattainment-transitional, or unclassified for pollutants for the State ambient air quality standards. Based on 2019 to 2021 air quality data, a total of five changes to ozone and one change to fine particulate matter (also known as PM2.5) area designations for air quality standards are proposed.

- [Formal Rulemaking Page](#) (includes links to Notice, Staff Report, and Appendices)
  - [Public Hearing Notice](#)
  - [Staff Report](#)
- [Item Summary](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **23-1-2: Public Meeting to Consider the Ventura County 2022 Air Quality Management Plan for the 70 ppb 8-hour Ozone Standard**

The Board will consider adoption of the Ventura County Air Pollution Control District 2022 Air Quality Management Plan for the 70 ppb 8-Hour Ozone Standard (2022 Plan). The 2022 Plan demonstrates that Ventura County will attain the 70 ppb 8-hour ozone standard by 2026 and meets other Clean Air Act State Implementation Plan (SIP) requirements. If adopted, the 2022 Plan will be submitted to U.S. EPA for inclusion in the California SIP.

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

### **23-1-3: Public Meeting to Consider the 2022 Air Quality Management Plan for the 70 ppb 8-hour Ozone Standard in the South Coast Air Basin and Coachella Valley**

The Board will consider adoption of the South Coast Air Quality Management District 2022 Air Quality Management Plan. This plan demonstrates that the South Coast Air Basin and Coachella Valley will attain the 70 parts per billion 8-hour ozone standard by 2037 and meets



other Clean Air Act requirements. If adopted by the Board, the South Coast Air Quality Management District 2022 Air Quality Management Plan will be submitted to U.S. EPA for inclusion in the California State Implementation Plan.

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

### **23-1-4: Public Meeting to Consider the San Joaquin Valley 70 ppb Ozone State Implementation Plan**

The Board will consider adopting the San Joaquin Valley 70 parts per billion Ozone State Implementation Plan (SIP) (2022 Plan for the 2015 8-Hour Ozone Standard or 2022 Ozone Plan) along with the aggregate emission reduction commitment in the accompanying CARB Staff Report. The 2022 Ozone Plan and aggregate emission reduction commitment demonstrate that the San Joaquin Valley Air Basin will attain the 70 ppb 8-hour ozone standard by 2037 and meet other Clean Air Act SIP requirements. If adopted, the 2022 Ozone Plan and aggregate emission reduction commitment will be submitted to U.S. EPA for inclusion in the California SIP.

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

### **23-1-5: Public Meeting to Hear the Proposed Research Projects for Fiscal Year 2023-2024**

The Board will consider the proposed research projects for fiscal year 2023-2024. These research projects will advance the state of the science and support the Board's efforts to meet California's air quality and climate goals.

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

## 23-1-6: Public Meeting to Hear a Report on the California Air Resources Board's Program Priorities for 2023

Executive Officer Dr. Steven Cliff will provide the Board with an overview of California Air Resources Board priorities for 2023.

- [Item Summary](#)
- [Meeting Presentation](#)

**Friday, January 27, 2023 @ 8:30 a.m.**

### Discussion Item:

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request

## 23-1-7: Public Hearing to Consider the Proposed Amendments to the Airborne Toxic Control Measure for Chromium Electroplating and Chromic Acid Anodizing Operations

The Board will consider proposed amendments to the regulation for chrome plating including the phase out of hexavalent chromium. This hearing will be the first of two planned Board hearings.

- [Formal Rulemaking Page](#) (includes links to Notice, Staff Report, and Appendices)
  - [Public Hearing Notice](#)
  - [Staff Report](#)
- [Item Summary](#)
- [Hearing Presentation](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### Closed Session

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

*California Air Resources Board v. Best Energy Solutions & Technology Corp.*  
Los Angeles Superior Court, Case No. 22STCV32487.

*California Air Resources Board v. Key Disposal, Inc. and John Katangian* Los Angeles Superior Court, Case No. BC650014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250; industry appeal California Court of Appeal, Fifth District, Case No. F084229.

*California Trucking Association v. California Air Resources Board, et al.* Fresno County Superior Court, Case No. 22CECG00919.

*California Trucking Association v. South Coast Air Quality Mgmt. District* United States District Court, Central District of California, Case No. 2:21-cv-6341.

*Central California Environmental Justice Network, et al. v. Randolph, et al.*, United States District Court, Eastern District of California, Case No. 2:22-cv-01714-TLN-CKD.

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

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

*Friends of Oceano Dunes, Inc. v. California Coastal Commission, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

*South Coast Air Quality Management District v. City of Los Angeles, et al.*, Los Angeles County Superior Court, Case No. 20STCP02985; transferred to San Diego County Superior Court, Case No. 37-2021-00023385-CU-TT-CTL.

*Natural Resources Defense Council v. National Highway Traffic Safety Admin., et al.*, United States Court of Appeal, District of Columbia Circuit, Case No. 22-1080, consolidated with Nos. 22-1144, 22-1145.

*People ex rel. California Air Resources Board v. Noil Energy Group, Inc. & Speedy Fuel, Inc.* Los Angeles Superior Court Case Nos. 20STCV30142/20STCV30292.

*People ex rel. California Air Resources Board v. Wholesale Harvest Supply, Inc.* Mendocino County Superior Court, Case No. 22CV00491.

*State of California v. Andrew Wheeler et. al.*, District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with other cases.

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

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

*State of California, et al. v. David Bernhardt, et al.*, United States District Court, Northern District of California, Case No. 3:18-cv-5712-DMR; United States Court of Appeals, Ninth Circuit, Case No. 20-16793.

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

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

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

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

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

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

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

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

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

*State of Ohio, et al., v. Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 22-1081, consolidated with Case Nos. 22-1083, 22-1084, and 22-1085.

*State of Texas, et al., v. Environmental Protection Agency, et al.* United States Court of Appeals, District of Columbia Circuit, Case No. 22-1031.

*State of Wyoming, et al. v. United States Department of the Interior, et al.*, U.S. District Court, District of Wyoming, Case No. 16-CV-285-SWS; United States Court of Appeals, Tenth Circuit, Case No. 20-8073.

*The Two Hundred for Homeownership, et al. v. California Air Resources Board, et al.* United States District Court, Eastern District of California, Fresno, Case No. 1:22-cv-01474-ADA-BAM.

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

*Western States Petroleum Association v. California Air Resources Board, et al.*, Superior Court of the State of California for the County of Fresno, Case No. 22CECG03603.

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

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

*The Two Hundred for Homeownership, Robert Apodaca, and Jose Antonio Ramirez v. California Air Resources Board, Steven S. Cliff et al.*, United States District Court, Eastern District of California, Fresno, Case No. 1:22-at-904.

*People v. Southern California Gas Company.* (Los Angeles Superior Court, Case No. BC602973)

*Setton Pistachio of Terra Bella, Inc. v. California Air Resources Board, et al.*, Superior Court of California, County of Tulare, Case No. VCU293869

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

Board members may identify matters they would like to have noticed for consideration at future meetings and comment on topics of interest; no formal action on these topics will be

taken without further notice.

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

Although no formal Board action may be taken, the Board is allowing an opportunity to interested members of the public to address the Board on items of interest that are within the Board's jurisdiction, but that do not specifically appear on the agenda. Each person will be allowed a maximum of three minutes to ensure that everyone has a chance to speak. The public will also have an opportunity to [submit written comments](#) for open session the morning of the Board Meeting.

### **Other Information**

[Submit Comments Electronically the Day of the Board Meeting](#)

[View Submitted Comments](#)

Please Note: PowerPoint presentations to be displayed during public comment at the Board meeting must be electronically submitted via email to the Clerks' Office at [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) no later than noon on the business day prior to the scheduled Board meeting.

**If you have any questions, please contact the Clerks' Office:**

1001 I Street, 23rd Floor, Sacramento, California 95814  
[cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or (916) 322-5594  
CARB Homepage: [www.arb.ca.gov](http://www.arb.ca.gov)

### **Special Accommodation Request**

Consistent with California Government Code section 7296.2, special accommodation or language needs may be provided for any of the following:

- An interpreter to be available at the hearing;
- Documents made available in an alternate format or another language;
- A disability-related reasonable accommodation.

To request these special accommodations or language needs, please contact the Clerks' Office at [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or at (916) 322-5594 as soon as possible, but no later than 7 business days before the scheduled Board hearing. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

### **Acomodación Especial**

Consecuente con la sección 7296.2 del Código de Gobierno de California, una acomodación especial o necesidades lingüísticas pueden ser suministradas para cualquiera de los siguientes:

- Un intérprete que esté disponible en la audiencia;
- Documentos disponibles en un formato alternativo u otro idioma;

- Una acomodación razonable relacionados con una incapacidad.

Para solicitar estas comodidades especiales o necesidades de otro idioma, por favor contacte la oficina del Consejo al (916) 322-5594 o por correo electronico al [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) lo más pronto posible, pero no menos de 7 días de trabajo antes del día programado para la audiencia del Consejo. TTY/TDD/Personas que necesiten este servicio pueden marcar el 711 para el Servicio de Retransmisión de Mensajes de California.



# Public Meeting Agenda

**Thursday, February 23, 2023**

## California Environmental Protection Agency

1001 I Street, Sacramento, California 95814

Byron Sher Auditorium, 2<sup>nd</sup> Floor

**Webcast** (Livestream/Watch Only)

**Zoom Webinar: [Register Here](#)**

Phone Number: (669) 900-6833

Webinar ID: 842 4778 8224

The February 23, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 1001 I Street in Sacramento, with remote participation available to the public and Board members in accordance with [Senate Bill 189](#) (Gov. Code § 11133). This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

To only watch the Board Meeting and not provide verbal comments, please view the [webcast](#). If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments. Please do not view the webcast and then switch over to the webinar to comment as the webcast will have a time delay; instead, register to participate via the Zoom webinar.

## **Public Comment Guidelines and Information**

- [In-Person Public Testimony](#)
- [Remote Public Participation](#)

In-person speakers signed up to comment will be called upon first, followed by public Zoom and phone participants wishing to comment.

The Chair will close speaker sign-ups 30 minutes after the public comment portion of an item has begun.

## **Spanish interpretation will be available for the February 23, Board Meeting.**

- [Agenda de la Reunión Pública](#)
- [Spanish Webcast](#)

**Thursday, February 23, 2023 @ 4:00 p.m.**

## **Discussion Items:**

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

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request.

## 23-2-1: Public Meeting to Consider the Western Mojave Desert 70 Parts Per Billion Ozone Attainment Plan

The Board will consider adoption of the Western Mojave Desert 70 ppb Ozone Attainment Plan (Plan) including the State's aggregate emission reduction commitment. The Plan demonstrates that the Western Mojave Desert will attain the 70-ppb ozone standard by 2032. If adopted, the Plan will be submitted to U.S. Environmental Protection Agency for inclusion in the California State Implementation Plan.

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

## 23-2-2: Public Meeting to Consider Fifth Annual Community Recommendations and Update the Board on the Annual Assembly Bill 617 Implementation Memorandum

The Board will consider for selection staff's proposed list of communities for the development of community emission reduction programs and/or community monitoring via the Community Air Protection Program. The Board will also consider adopting a California Environmental Quality Act exemption as part of its action. The Board will also be presented with staff's update on the Annual Assembly Bill 617 Implementation Memorandum.

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

## Closed Session

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

*California Air Resources Board v. Best Energy Solutions & Technology Corp.*  
Los Angeles Superior Court, Case No. 22STCV32487.

*California Air Resources Board v. Key Disposal, Inc. and John Katangian* Los Angeles Superior Court, Case No. BC650014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250; industry appeal California Court of Appeal, Fifth District, Case No. F084229.



*California Trucking Association v. California Air Resources Board, et al.* Fresno County Superior Court, Case No. 22CECG00919.

*California Trucking Association v. South Coast Air Quality Mgmt. District* United States District Court, Central District of California, Case No. 2:21-cv-6341.

*Central California Environmental Justice Network, et al. v. Randolph, et al.*, United States District Court, Eastern District of California, Case No. 2:22-cv-01714-TLN-CKD.

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

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

*Friends of Oceano Dunes, Inc. v. California Coastal Commission, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

*South Coast Air Quality Management District v. City of Los Angeles, et al.*, Los Angeles County Superior Court, Case No. 20STCP02985; transferred to San Diego County Superior Court, Case No. 37-2021-00023385-CU-TT-CTL.

*Natural Resources Defense Council v. National Highway Traffic Safety Admin., et al.*, United States Court of Appeal, District of Columbia Circuit, Case No. 22-1080, consolidated with Nos. 22-1144, 22-1145.

*People ex rel. California Air Resources Board v. Noil Energy Group, Inc. & Speedy Fuel, Inc.* Los Angeles Superior Court Case Nos. 20STCV30142/20STCV30292.

*People ex rel. California Air Resources Board v. Wholesale Harvest Supply, Inc.* Mendocino County Superior Court, Case No. 22CV00491.

*State of California v. Andrew Wheeler et. al.*, District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with other cases.

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

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

*State of California, et al. v. David Bernhardt, et al.*, United States District Court, Northern District of California, Case No. 3:18-cv-5712-DMR; United States Court of Appeals, Ninth Circuit, Case No. 20-16793.

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

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

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

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

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

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

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

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

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

*State of Ohio, et al., v. Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 22-1081, consolidated with Case Nos. 22-1083, 22-1084, and 22-1085.

*State of Texas, et al., v. Environmental Protection Agency, et al.* United States Court of Appeals, District of Columbia Circuit, Case No. 22-1031.

*State of Wyoming, et al. v. United States Department of the Interior, et al.*, U.S. District Court, District of Wyoming, Case No. 16-CV-285-SWS; United States Court of Appeals, Tenth Circuit, Case No. 20-8073.

*The Two Hundred for Homeownership, et al. v. California Air Resources Board, et al.* United States District Court, Eastern District of California, Fresno, Case No. 1:22-cv-01474-ADA-BAM.

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

*Western States Petroleum Association v. California Air Resources Board, et al.*, Superior Court of the State of California for the County of Fresno, Case No. 22CECG03603.

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

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

*The Two Hundred for Homeownership, Robert Apodaca, and Jose Antonio Ramirez v. California Air Resources Board, Steven S. Cliff et al.*, United States District Court, Eastern District of California, Fresno, Case No. 1:22-at-904.

*People v. Southern California Gas Company.* (Los Angeles Superior Court, Case No. BC602973).

*Setton Pistachio of Terra Bella, Inc. v. California Air Resources Board, et al.*, Superior Court of California, County of Tulare, Case No. VCU293869.

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

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

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

Although no formal Board action may be taken, the Board is allowing an opportunity to interested members of the public to address the Board on items of interest that are within the Board's jurisdiction, but that do not specifically appear on the agenda. Each person will be allowed a maximum of three minutes to ensure that everyone has a chance to speak. The public will also have an opportunity to [submit written comments](#) for open session the morning of the Board Meeting.

## Other Information

[Submit Comments Electronically the Day of the Board Meeting](#)

[View Submitted Comments](#)

Please Note: PowerPoint presentations to be displayed during public comment at the Board meeting must be electronically submitted via email to the Clerks' Office at [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) no later than noon on the business day prior to the scheduled Board meeting.

**If you have any questions, please contact the Clerks' Office:**

1001 I Street, 23rd Floor, Sacramento, California 95814

[cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or (916) 322-5594

CARB Homepage: [www.arb.ca.gov](http://www.arb.ca.gov)

## Special Accommodation Request

Consistent with California Government Code section 7296.2, special accommodation or language needs may be provided for any of the following:

- An interpreter to be available at the hearing;
- Documents made available in an alternate format or another language;
- A disability-related reasonable accommodation.

To request these special accommodations or language needs, please contact the Clerks' Office at [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or at (916) 322-5594 as soon as possible, but no later than 7 business days before the scheduled Board hearing. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

## Acomodación Especial

Consecuente con la sección 7296.2 del Código de Gobierno de California, una acomodación especial o necesidades lingüísticas pueden ser suministradas para cualquiera de los siguientes:

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

Para solicitar estas comodidades especiales o necesidades de otro idioma, por favor contacte la oficina del Consejo al (916) 322-5594 o por correo electrónico al [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) lo más pronto posible, pero no menos de 7 días de trabajo antes del día programado para la audiencia del Consejo. TTY/TDD/Personas que necesiten este servicio pueden marcar el 711 para el Servicio de Retransmisión de Mensajes de California.



# Public Meeting Agenda



**Thursday, March 23, 2023**

**California Environmental Protection Agency**  
1001 I Street, Sacramento, California 95814  
Byron Sher Auditorium, 2<sup>nd</sup> Floor

**Webcast** (Livestream/Watch Only)  
**Zoom Webinar [Register Here](#)**

Phone Number: (669) 900-6833  
Webinar ID: 832 7655 9661

The March 23, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 1001 I Street in Sacramento, with remote participation available to the public and Board members in accordance with [Senate Bill 189](#) (Gov. Code § 11133). This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

To only watch the Board Meeting and not provide verbal comments, please view the [webcast](#). If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments. Please do not view the webcast and then switch over to the webinar to comment as the webcast will have a time delay; instead, register to participate via the Zoom webinar.

## **Public Comment Guidelines and Information**

- [In-Person Public Testimony](#)
- [Remote Public Participation](#)

The Board will set a two-minute time limit on verbal comments; however, the amount of time could change at the Chair's discretion.

In-person speakers signed up to comment will be called upon first, followed by public Zoom and phone participants wishing to comment.

The Chair will close speaker sign-ups 30 minutes after the public comment portion of an item has begun.

## **Spanish interpretation will be available for the March 23 Board Meeting.**

- [Agenda de la Reunión Pública](#)
- [Spanish Webcast](#)

**Thursday, March 23, 2023 @ 9:00 a.m.**

## **Discussion Items:**

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

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request.

### **23-3-1: Public Meeting to Consider Proposed Ozone Attainment Plan for Western Nevada County**

The Board will consider adopting the Ozone Attainment Plan for Western Nevada County: State Implementation Plan for the 2015 70 parts per billion Ozone Standard (2023 Plan). If adopted, CARB will submit the 2023 Plan to the U.S. Environmental Protection Agency for inclusion in the California State Implementation Plan.

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

### **23-3-2: Public Meeting to Consider the Proposed California Smog Check Performance Standard Modeling and Program Certification for the 70 parts per billion 8-hour Ozone Standard**

The Board will consider the adoption of the California Smog Check Performance Standard Modeling and Program Certification for the 70 parts per billion (ppb) and 75 ppb 8-hour Ozone Standard (Smog Check Certification). If adopted, CARB will submit the Smog Check Certification to the U.S. Environmental Protection Agency as a revision to the California State Implementation Plan.

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

### **23-3-3: Public Meeting to Consider Proposed Delegation of Authority to the Executive Officer to Consider Proposed Amendments to Mobile Source Regulations**

The Board will consider delegating to the Executive Officer, for a limited time, specific powers to consider any CARB staff-proposed new, amended, or revoked emission standards, test procedures, and compliance test procedures for new on-road motor vehicles, which includes the authority to approve, with or without Executive Officer modifications, or deny such proposals. Specifically, the Board will consider authorizing the Executive Officer to exercise that delegated authority to provide manufacturers additional compliance flexibility to meet requirements of new regulations to facilitate implementation, while also ensuring that flexibility does not reduce the emissions benefits of existing mobile source Board

regulations. Staff proposes that the delegation of such powers terminate as of December 31, 2023.

- [Item Summary](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **23-3-4: Public Meeting to Consider the Appointment of New or Alternate Members to the Assembly Bill 32 Environmental Justice Advisory Committee and Consideration of Adoption of the Environmental Justice Advisory Committee Charter**

The Board will consider staff's recommendations for the appointment of new or alternate members to the Environmental Justice Advisory Committee (EJAC) and the adoption of the EJAC Charter.

- [More Information](#)
- [Proposed EJAC Charter](#)
- [Item Summary](#)
- [Meeting Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **23-3-5: Public Hearing to Consider Proposed Amendments to the Procedures for Exemption of Add-On and Modified Part(s) for On-Road Vehicles/Engines Specific to Electric Vehicle Conversions**

The Board will consider amendments to the Aftermarket Parts Procedure to clarify the process for electric vehicle conversions to receive an exemption from the anti-tampering prohibitions of the California Vehicle Code section 27156.

- [Formal Rulemaking Page](#)
  - [Public Meeting Notice](#)
  - [Staff Report](#)
- [Item Summary](#)
- [Meeting Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **Closed Session**

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

*California Air Resources Board v. Best Energy Solutions & Technology Corp.*  
Los Angeles Superior Court, Case No. 22STCV32487.

*California Air Resources Board v. Key Disposal, Inc. and John Katangian* Los Angeles Superior Court, Case No. BC650014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250; industry appeal California Court of Appeal, Fifth District, Case No. F084229.

*California Trucking Association v. California Air Resources Board, et al.* Fresno County Superior Court, Case No. 22CECG00919.

*California Trucking Association v. South Coast Air Quality Mgmt. District* United States District Court, Central District of California, Case No. 2:21-cv-6341.

*Central California Environmental Justice Network, et al. v. Randolph, et al.*, United States District Court, Eastern District of California, Case No. 2:22-cv-01714-TLN-CKD.

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

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

*Friends of Oceano Dunes, Inc. v. California Coastal Commission, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

*South Coast Air Quality Management District v. City of Los Angeles, et al.*, Los Angeles County Superior Court, Case No. 20STCP02985; transferred to San Diego County Superior Court, Case No. 37-2021-00023385-CU-TT-CTL.

*Natural Resources Defense Council v. National Highway Traffic Safety Admin., et al.*, United States Court of Appeal, District of Columbia Circuit, Case No. 22-1080, consolidated with Nos. 22-1144, 22-1145.

*People ex rel. California Air Resources Board v. Noil Energy Group, Inc. & Speedy Fuel, Inc.* Los Angeles Superior Court Case Nos. 20STCV30142/20STCV30292.

*People ex rel. California Air Resources Board v. Wholesale Harvest Supply, Inc.* Mendocino County Superior Court, Case No. 22CV00491.

*State of California v. Andrew Wheeler et. al.*, District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with other cases.

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

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

*State of California, et al. v. David Bernhardt, et al.*, United States District Court, Northern District of California, Case No. 3:18-cv-5712-DMR; United States Court of Appeals, Ninth Circuit, Case No. 20-16793.

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



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

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

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

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

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

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**If you have any questions, please contact the Clerks' Office:**

1001 I Street, 23rd Floor, Sacramento, California 95814  
[cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or (916) 322-5594  
CARB Homepage: [www.arb.ca.gov](http://www.arb.ca.gov)

## **Special Accommodation Request**

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- Documents made available in an alternate format or another language;
- A disability-related reasonable accommodation.

To request these special accommodations or language needs, please contact the Clerks' Office at [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) or at (916) 322-5594 as soon as possible, but no later than 7 business days before the scheduled Board hearing. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

## Acomodación Especial

Consecuente con la sección 7296.2 del Código de Gobierno de California, una acomodación especial o necesidades lingüísticas pueden ser suministradas para cualquiera de los siguientes:

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

Para solicitar estas comodidades especiales o necesidades de otro idioma, por favor contacte la oficina del Consejo al (916) 322-5594 o por correo electrónico al [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) lo más pronto posible, pero no menos de 7 días de trabajo antes del día programado para la audiencia del Consejo. TTY/TDD/Personas que necesiten este servicio pueden marcar el 711 para el Servicio de Retransmisión de Mensajes de California.

**To: Members of the Board of Directors, BAAQMD**

**From: Davina Hurt, Member, California Air Resources Board**

**Date: August 2, 2023**

**Subject: Quarterly Report of My Activities as an Air Resources Board Member**

The list below summarizes my activities as a California Air Resources Board member from April 1, 2023, through June 30, 2023:

#### April Activities

- 6<sup>th</sup> Meeting w/ CCEEB re: ACF  
CARB/CTC/HCD Joint Meeting
- 7<sup>th</sup> Meeting w/ Sustainable Silicon Valley re: Air Quality and Sustainable Mobility Event
- 10<sup>th</sup> April Staff Briefing  
Meeting w/ Better World Group re: ACF
- 11<sup>th</sup> Tour of P66 Facility
- 11<sup>th</sup> Meeting w/ CalETC re: ACF
- 12<sup>th</sup> Meeting w/ Renewable Transportation Alliance re: ACF
- 18<sup>th</sup> Meeting w/ Earth Justice et al re: Locomotives
- 27<sup>th</sup> Meeting w/ LCJA re: LCFS  
April Board Meeting
- 28<sup>th</sup> April Board Meeting (day 2)

#### May Activities

- 10<sup>th</sup> Resource Recovery Coalition of California Annual Legislative Luncheon (Speaking Event)
- 11<sup>th</sup> Meeting w/ KOTRA
- 17<sup>th</sup> Meeting w/ Neste re: Low Carbon Fuels  
May Staff Briefing
- 22<sup>nd</sup> Meeting w/ Metal Finishers Assoc. re: Hex Chrome
- 24<sup>th</sup> Napa Climate Summit (Speaking Event)
- 25<sup>th</sup> May Board Meeting

#### June Activities

- 2<sup>nd</sup> LCFS Briefing
- 7<sup>th</sup> Meeting w/ CO2Rail Locomotives  
KOTRA Silicon Valley – Future of Mobility: Where is the State of California Heading? (Speaking Event)
- 12<sup>th</sup> Meeting w/ Sustainable Silicon Valley
- 20<sup>th</sup> Meeting w/ Global Clean Energy re: Renewable Fuels

BAAQMD Board of Directors

August 2, 2023

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June Staff Briefing

21<sup>st</sup> Haagen-Smit Awards Reception

22<sup>nd</sup> June Board Meeting

28<sup>th</sup> AB 617 Consultation Group Meeting

Attachments: Public Agendas

# **AGENDA**

Joint Meeting of the California Transportation Commission, California Air Resources Board, and California Department of Housing and Community Development

**Thursday, April 6, 2023**  
**10:00 AM – 4:00 PM**

Sheraton Grand Sacramento  
Magnolia Ballroom  
1230 J Street, Sacramento, CA 95814

Commissioner and Board Member Lunch  
Brasserie du Monde  
1201 K Street, Sacramento, CA 95814

If attending via webinar, please register at:  
[https://zoom.us/webinar/register/WN\\_pHR400HvTDWEUPA1qJ16nw](https://zoom.us/webinar/register/WN_pHR400HvTDWEUPA1qJ16nw)

If you wish to only listen to the meeting:  
Phone Number: (719) 359-4580; Webinar ID: 970 0127 2500

Item No.	Time	Description	Presenter
1	10:00 AM	Welcome and Opening Remarks	<p><b>Lee Ann Eager</b>, Chair California Transportation Commission</p> <p><b>Liane Randolph</b>, Chair California Air Resources Board</p> <p><b>Gustavo Velasquez</b>, Director California Department of Housing and Community Development</p> <p><b>Toks Omishakin</b>, Secretary California State Transportation Agency</p>
2	10:30 AM	Progress Report on Joint Meeting Interagency Coordination	<p><b>Tanisha Taylor</b>, Interim Executive Director California Transportation Commission</p>

3	11:00 AM	California's Housing Future 2040: The Next Regional Housing Needs Allocation	<b>Marisa Prasse</b> , Senior Housing Policy Specialist California Department of Housing and Community Development
	12:00 PM	Lunch	
4	1:00 PM	<b>Roadway Pricing:</b> Challenges of Unpriced Roads	<b>Michael Manville</b> , Associate Professor University of California Los Angeles
5	1:30 PM	<b>Roadway Pricing:</b> California Road Usage Charge and Senate Bill 339 Pilot	<b>Hannah Walter</b> , Associate Deputy Director California Transportation Commission
6	1:50 PM	<b>Roadway Pricing:</b> Regional Strategies	<b>Dustin Foster</b> , Transportation Planner Sacramento Area Council of Governments  <b>Annie Nam</b> , Deputy Director Southern California Association of Governments  <b>Danielle Kochman</b> , Mobility Planning Manager San Diego Association of Governments  <b>Matt Maloney</b> , Section Director, Regional Planning Program Metropolitan Transportation Commission  <b>Anup Tapase</b> , Principal Planner Metropolitan Transportation Commission
7	3:50 PM	Meeting Wrap-up and Next Steps	<b>Lee Ann Eager</b> , Chair California Transportation Commission
		Public Comment	<b>Lee Ann Eager</b> , Chair California Transportation Commission

Public comments may be submitted in advance of the meeting to [ctc@catc.ca.gov](mailto:ctc@catc.ca.gov). During the meeting, public comment will be heard after each agenda item.

**NOTICE:** Times identified on the agenda are estimates only. The CTC, CARB, and HCD have the discretion to take up agenda items out of sequence. The CTC, CARB, and HCD may adjourn earlier than estimated. “CTC” denotes California Transportation Commission; “CARB” denotes California Air Resources Board; “HCD” denotes California Department of Housing and Community Development.

Unless otherwise noticed, a copy of this meeting notice and agenda will be posted 10 calendar days prior to the meeting on the CTC Website: [www.catc.ca.gov](http://www.catc.ca.gov) and the CARB Website: <https://ww2.arb.ca.gov/jointmeetings-california-air-resources-board-california-transportation-commission-and-california>. Questions or inquiries about this meeting may be directed to the CTC staff at (916) 654-4245, 1120 N Street (MS-52), Sacramento, CA 95814 or CARB at (916) 324-9061. If special accommodations are needed for persons with disabilities, please contact Doug Remedios at (916) 654-4245. Requests for special accommodations should be made as soon as possible but no later than at least five working days prior to the scheduled meeting. Improper comments and disorderly conduct are not permitted. In the event the meeting conducted by the CTC, CARB, and HCD is willfully interrupted or disrupted by a person or by a group so as to render the orderly conduct of the meeting infeasible, the CTC Chair, CARB Chair, or HCD Director may order the removal of those individuals who are willfully disrupting the meeting.





# Public Meeting Agenda

**Thursday, April 27, 2023, and  
Friday, April 28, 2023**

**California Environmental Protection Agency**  
1001 I Street, Sacramento, California 95814  
Byron Sher Auditorium, 2<sup>nd</sup> Floor

**Webcast** (Livestream/Watch Only)

**Zoom Webinar Register Here**

Phone Number: (669) 900-6833

Webinar ID: 829 1800 6127

The April 27-28, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 1001 I Street in Sacramento, with remote participation available to the public and Board members in accordance with [Senate Bill 189](#) (Gov. Code § 11133). This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

To only watch the Board Meeting and not provide verbal comments, please view the [webcast](#). If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments. Please do not view the webcast and then switch over to the webinar to comment as the webcast will have a time delay; instead, register to participate via the Zoom webinar.

## **Public Comment Guidelines and Information**

- [In-Person Public Testimony](#)
- [Remote Public Participation](#)

The Board will set a two-minute time limit on verbal comments; however, the amount of time could change at the Chair's discretion.

In-person speakers signed up to comment will be called upon first, followed by public Zoom and phone participants wishing to comment.

The Chair may close speaker sign-ups 30 minutes after the public comment portion of an item has begun.

Spanish interpretation will be available for the April 27 and 28 Board Meeting.

- [Agenda de la Reunión Pública](#)
- [Spanish Webcast](#)

**Thursday, April 27, 2023 @ 9:00 a.m.**

### **Discussion Items:**

The following agenda items may be heard in a different order at the Board Meeting.

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request.

#### **23-4-1: Public Hearing to Consider Proposed In-Use Locomotive Regulation**

The Board will consider the Proposed In-Use Locomotive Regulation, which aims to reduce emissions from locomotives operating in California. This is the second of two Board Meetings; the Board will also consider adopting findings and a Statement of Overriding Considerations under the California Environmental Quality Act, and certifying the Final Environmental Impact Analysis.

- [Formal Rulemaking Page](#)
- [More Information](#)
- [Item Summary](#)
- [Meeting Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

#### **23-4-2: Public Hearing to Consider Proposed Advanced Clean Fleets Regulation\***

The Board will consider the proposed Advanced Clean Fleets Regulation, which aims to accelerate the widespread adoption of zero-emission vehicles in the medium- and heavy-duty sector and for light-duty package delivery vehicles. This is the second of two Board Meetings; the Board will also consider adopting findings and a Statement of Overriding Considerations under the California Environmental Quality Act, and certifying the Final Environmental Impact Analysis.

\*This item is scheduled to be heard on Thursday, April 27th. Because the length of public testimony cannot be predicted in advance, this item may continue on Friday, April 28th.

- [Formal Rulemaking Page](#)
- [More Information](#)
- [Item Summary](#)
- [Meeting Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)

- [View Public Comments](#)

## **Friday, April 28, 2023 @ 9:00 a.m.**

Because the length of public testimony cannot be predicted in advance, the Board Meeting may continue on Friday, April 28th.

### **Closed Session**

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

*California Air Resources Board v. Best Energy Solutions & Technology Corp.*  
Los Angeles Superior Court, Case No. 22STCV32487.

*California Air Resources Board v. Key Disposal, Inc. and John Katangian* Los Angeles Superior Court, Case No. BC650014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250; industry appeal California Court of Appeal, Fifth District, Case No. F084229.

*California Trucking Association v. California Air Resources Board, et al.* Fresno County Superior Court, Case No. 22CECG00919.

*California Trucking Association v. South Coast Air Quality Mgmt. District* United States District Court, Central District of California, Case No. 2:21-cv-6341.

*Central California Environmental Justice Network, et al. v. Randolph, et al.*, United States District Court, Eastern District of California, Case No. 2:22-cv-01714-TLN-CKD.

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

*Friends of Oceano Dunes, Inc. v. California Coastal Commission, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

*South Coast Air Quality Management District v. City of Los Angeles, et al.*, Los Angeles County Superior Court, Case No. 20STCP02985; transferred to San Diego County Superior Court, Case No. 37-2021-00023385-CU-TT-CTL.

*Natural Resources Defense Council v. National Highway Traffic Safety Admin., et al.*, United States Court of Appeal, District of Columbia Circuit, Case No. 22-1080, consolidated with Nos. 22-1144, 22-1145.

*People ex rel. California Air Resources Board v. Noil Energy Group, Inc. & Speedy Fuel, Inc.* Los Angeles Superior Court Case Nos. 20STCV30142/20STCV30292.

*People ex rel. California Air Resources Board v. Wholesale Harvest Supply, Inc.* Mendocino County Superior Court, Case No. 22CV00491.

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*State of California, et al., v. Andrew Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1167, consolidated with other cases. *State of California v. Andrew Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 19-1239.

*State of California, et al. v. David Bernhardt, et al.*, United States District Court, Northern District of California, Case No. 3:18-cv-5712-DMR; United States Court of Appeals, Ninth Circuit, Case No. 20-16793.

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

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

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

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

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

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

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

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

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

*State of Ohio, et al., v. Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 22-1081, consolidated with Case Nos. 22-1083, 22-1084, and 22-1085.

*State of Texas, et al., v. Environmental Protection Agency, et al.* United States Court of Appeals, District of Columbia Circuit, Case No. 22-1031.

*State of Wyoming, et al. v. United States Department of the Interior, et al.*, U.S. District Court, District of Wyoming, Case No. 16-CV-285-SWS; United States Court of Appeals, Tenth Circuit, Case No. 20-8073.

*The Two Hundred for Homeownership, et al. v. California Air Resources Board, et al.* United States District Court, Eastern District of California, Fresno, Case No. 1:22-cv-01474-ADA-BAM.

*The Two Hundred, et al. v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 18CECG1494.

*Western States Petroleum Association v. California Air Resources Board, et al.*, Superior Court of the State of California for the County of Fresno, Case No. 22CECG03603.

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

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

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**If you have any questions, please contact the Clerks' Office:**

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

## **Special Accommodation Request**

Consistent with California Government Code section 7296.2, special accommodation or language needs may be provided for any of the following:

- An interpreter to be available at the hearing;
- Documents made available in an alternate format or another language;
- A disability-related reasonable accommodation.

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

Para solicitar estas comodidades especiales o necesidades de otro idioma, por favor contacte la oficina del Consejo al (916) 322-5594 o por correo electronico al [cotb@arb.ca.gov](mailto:cotb@arb.ca.gov) lo más pronto posible, pero no menos de 7 días de trabajo antes del día programado para la audiencia del Consejo. TTY/TDD/Personas que necesiten este servicio pueden marcar el 711 para el Servicio de Retransmisión de Mensajes de California.



# Public Meeting Agenda

**Thursday, June 22, 2023**

**California Environmental Protection Agency**  
1001 I Street, Sacramento, California 95814  
Byron Sher Auditorium, 2<sup>nd</sup> Floor

**Webcast** (Livestream/Watch Only)

**Zoom Webinar** [Register Here](#)

Phone Number: (669) 900-6833

Webinar ID: 844 9986 7915

The June 22, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 1001 I Street in Sacramento, with remote participation available to the public and Board members in accordance with [Senate Bill 189](#) (Gov. Code § 11133). This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

To only watch the Board Meeting and not provide verbal comments, please view the [webcast](#). If you do not wish to provide verbal comments, we strongly recommend watching the webcast as this will free up space on the webinar for those who are providing verbal comments. Please do not view the webcast and then switch over to the webinar to comment as the webcast will have a time delay; instead, register to participate via the Zoom webinar.

## **Public Comment Guidelines and Information**

- [In-Person Public Testimony](#)
- [Remote Public Participation](#)

The Board will set a two-minute time limit on verbal comments; however, the amount of time could change at the Chair's discretion.

In-person speakers signed up to comment will be called upon first, followed by public Zoom and phone participants wishing to comment.

The Chair may close speaker sign-ups 30 minutes after the public comment portion of an item has begun.

## **Spanish interpretation will be available for the June 22 Board Meeting.**

- [Agenda de la Reunión Pública](#)
- [Spanish Webcast](#)

**Thursday, June 22, 2023 @ 9:00 a.m.**

## **Discussion Items:**

The following agenda items may be heard in a different order at the Board Meeting.

Hardcopies of the Public Agenda and Proposed Resolutions (when applicable) will be provided at the meeting; all other documents linked below will only be available upon request.

### **23-6-1: Public Meeting to Consider the Proposed Eastern Kern 8-Hour Ozone Plan**

The Board will consider adopting the 2023 8-Hour Ozone State Implementation Plan for the Eastern Kern Nonattainment Area into the California SIP.

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

### **23-6-2: Public Hearing to Consider the Proposed Amendments to the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities**

The Board will consider approving for adoption the Proposed Amendments to the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities which will address additional United States Environmental Protection Agency State Implementation Plan requirements for oil and natural gas sources and require action to inspect and repair emission sources identified by satellite monitoring as those data become available.

- [Formal Rulemaking Page](#)
  - [Public Meeting Notice](#)
  - [Staff Report](#)
- [Item Summary](#)
- [Hearing Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **23-6-3: 2022 Haagen-Smit Clean Air Awards**

The Board will present the 2022 Haagen-Smit Clean Air Awards, considered the "Nobel Prize" in air quality achievement. These awards recognize extraordinary individuals who have made transformative contributions toward air quality and/or addressing climate change.

- [More Information](#)



- [Item Summary](#)
- [Meeting Presentation](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

## Closed Session

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

*Bobby Harris v. Nissan North America, Inc.* (U.S. District Court, Central District of California, Case No. 2:20-cv-06021-CJC-GJS.)

*California Air Resources Board v. Best Energy Solutions & Technology Corp.* Los Angeles Superior Court, Case No. 22STCV32487.

*California Air Resources Board v. Daimler AG and Mercedes-Benz USA, LLC.* (United States District Court, District of Columbia, Civil Action No. 1:20-cv-2565.)

*California Air Resources Board v. Key Disposal, Inc. and John Katangian* Los Angeles Superior Court, Case No. BC650014.

*California Natural Gas Vehicle Coalition v. California Air Resources Board, et al.*, Fresno County Superior Court, Case No. 20CECG02250; industry appeal California Court of Appeal, Fifth District, Case No. F084229.

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*Competitive Enterprise Inst. v. NHTSA*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1145, and consolidated cases *State of California v. Wheeler, et al.*, No. 20-1167, and Nos. 20-1168, 20-1169, 20-1173, 20-1174, 20-1176, and 20-1177.

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

*Federal Energy Regulatory Commission Order 719*, Docket No. RM21-14-000.

*Friends of Oceano Dunes, Inc. v. California Air Resources Board, et al.* (San Luis Obispo County Superior Court, Case No. 17CV-0576) and *Friends of Oceano Dunes, Inc. v. California Air Resources Board, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-8733.

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*People v. Southern California Gas Company.* (Los Angeles Superior Court, Case No. BC602973.)

Possible litigation challenging U.S. Environmental Protection Agency's grant of waivers of preemption under the Clean Air Act to the California Air Resources Board.

*State of California v. Andrew Wheeler et. al.*, District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with other cases.

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*State of California, et al. v. United States Environmental Protection Agency*, United States Court of Appeals for the District of Columbia Circuit – Case No. 21-1034, consolidated with *California Communities Against Toxics et al. v. EPA*, Case No. 21-1024.

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**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: September 6, 2023

Re: Authorization to Amend Contract with Kadesh & Associates LLC for Federal  
Legislative Advocacy Services

RECOMMENDED ACTION

Recommend the Board of Directors (Board) authorize the Executive Officer/APCO to execute a contract amendment for Kadesh & Associates, LLC for an amount not to exceed \$370,908.

BACKGROUND

The Air District completed a Request for Proposal (RFP) for federal legislative advocacy in the summer of 2021 that concluded with the award to Kadesh & Associates, LLC. With the Board's authorization, the Air District entered into contract No. 2021.180 with Kadesh & Associates, LLC, for a one-year contract term, effective October 1, 2021. Subsequently, the Board of Directors authorized an amendment (Amendment 1) to the contract, including a one-year extension and a monthly retainer increase of 3% to account for inflation at the September 7, 2022 Board meeting.

DISCUSSION

Kadesh & Associates, LLC Amendment 1 to contract No. 2021.180 is set to expire on September 30, 2023. Staff is proposing a one-year extension with a monthly retainer increase of 3% to account for inflation, totaling \$370,908 (\$120,000 for year one, \$123,600 for year two, and \$127,308 for year three).

Continuing the Air District's legislative advocacy at the federal level could yield significant benefits for the Air District and for the residents in the Bay Area Region. While it is a politically divisive environment at the federal level, there are many benefits in promoting the work of the Air District, and in requesting legislative and fiscal support for programs that benefit our residents. California has the largest federal delegation and is incredibly fortunate to have important members on all the key Congressional committees, such as Energy & Commerce; Transportation and Infrastructure; and Ways and Means.

Participating in the federal legislative process will provide opportunities to benefit more from upcoming federal legislative efforts, and in the annual federal budget process. The Air District also has expertise that can be shared at the national level. To name a few examples, the Air District has been an early adopter of programs related to wildfire smoke response, clean technology, and community-scale programs.

Kadesh & Associates, LLC has extensive experience in appropriations, transportation, energy, and environmental issues, and has been successful in working effectively with the Executive Branch, government agencies, and regulatory bodies in advancing their clients' priorities. Kadesh & Associates, LLC specializes in representing California agencies, and its staff includes recent high-level staff members from prominent California legislators. The Air District has been very satisfied with our advocacy results to date and with the work of Kadesh & Associates, LLC in that regard. The Air District has contracted with Kadesh & Associates, LLC since 2019.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract amount of \$127,308 is included in the Legislative Office Budget for Fiscal Year (FY) 2023-24.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Philip M. Fine

#### ATTACHMENTS:

1. Executed Original Contract No. 2021.180 - Kadesh & Associates
2. Executed Contract Amendment 1 Contract No. 2021.180 - Kadesh & Associates
3. Draft Contract Amendment 2 Contract No. 2021.180 - Kadesh & Associates

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.180**

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 **Kadesh & Associates, LLC** (“CONTRACTOR”) whose address is 230 Second Street SE, Washington, DC 20003.
  
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 paragraphs A-E above.
  
4. TERM – The term of this Contract is from October 1, 2021 to September 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
  
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: Alan Abbs.
  - 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 \$120,000.
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 \$120,000. 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: Alan Abbs

CONTRACTOR: Kadesh & Associates, LLC  
230 Second Street SE  
Washington, DC, 20003  
Attn: Mark Kadesh

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.

16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

17. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT'S premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

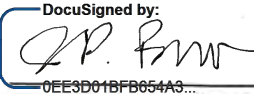
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC


By:   
DocuSigned by:  
0EE3D018FB654A3...  
Jack P. Broadbent  
Executive Officer/APCO

By:   
Mark Kadesh  
President

Date: 10/21/2021

Date: 10/18/21

Approved as to form:  
District Counsel

By:   
DocuSigned by:  
150A910F987E4D3...  
Adan Schwartz  
Acting District Counsel

## **ATTACHMENT A**

### **SCOPE OF WORK**

CONTRACTOR shall assist with DISTRCT's federal advocacy efforts in Washington, D.C. Work will include the following:

1. Work with DISTRCT to develop and execute a results-oriented federal advocacy and funding agenda;
2. Align DISTRCT priorities with the priorities and interests of key members of Congress;
3. Ensure the entire California Congressional delegation has an understanding of DISTRCT needs and priorities, and develop champions among the Bay Area delegation;
4. Determine the best way to frame DISTRCT actions and proposals to achieve the most promising strategy for the DISTRCT's desired policy and funding goals;
5. Assist DISTRCT in obtaining federal funding to support DISTRCT efforts related to the reduction of, and exposure to ozone, particulate matter, toxic air contaminants, and other emissions;
6. Work with Congress, particularly California delegation, to secure funding for clean technology development and deployment to address mobile source emissions; and
7. Work with Congressional staff to expand and increase funding to the Environmental Protection Agency, United States Department of Energy, and other agencies to support DISTRCT goals and efforts regarding policy and funding.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,000 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$120,000.**



**AMENDMENT NO. 1 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
CONTRACT NO. 2021.180**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 14, 2022.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kadesh & Associates, LLC** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for federal advocacy services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on October 18, 2021, and on behalf of DISTRICT on October 21, 2021.
2. The PARTIES seek to amend the term and total cost to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:


**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$120,000" with "\$243,600."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$120,000" with "\$243,600."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC


By:   
DocuSigned by:  
Sharon Landers  
Interim Executive Officer/APCO

By:   
Mark Kadesh  
President

Date: 10/16/2022

Date: 9/15/22

Approved as to form:  
District Counsel

By:  10/15/2022  
DocuSigned by:  
Alexander G. Crockett  
District Counsel

**ATTACHMENT B-1**

**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,000 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

Effective October 1, 2022, DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,300 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$243,600.**

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.180**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, July 17, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Kadesh & Associates, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for federal advocacy services (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 18, 2021, and on behalf of DISTRICT on October 21, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 14, 2022, for reference purposes only, to amend the term and total cost to the Contract.
3. The PARTIES seek to amend the term, total cost, and Cost Schedule to the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$243,600” with “\$370,908.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$243,600” with “\$370,908.”
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached “Attachment B-2, Cost Schedule” and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-2, Cost Schedule.

5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Mark Kadesh  
President

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## ATTACHMENT B-2

### COST SCHEDULE

DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,000 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

Effective October 1, 2022, DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,300 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

Effective October 1, 2023, DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,609 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$370,908.**

**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: September 6, 2023

Re: Authorization to Amend Contract with Moore Iacofano Goltsman, Inc., for the AB 617 Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to extend the professional services contract (Contract No. 2019.055) term with Moore Iacofano Goltsman, Inc., from December 31, 2023 to June 30, 2024, increase the contract by \$355,000 for a total amount not to exceed \$1,114,080, and amend Attachment A (Scope of Work) and Attachment B (Cost Schedule) to provide Steering Committee meeting administrative support to complete the AB 617 Richmond-North Richmond-San Pablo Area Path to Clean Air Community Emissions Reduction Plan.

BACKGROUND

Moore Iacofano Goltsman, Inc (MIG) has provided a range of services for the AB 617 process in Richmond-San Pablo area since 2018 starting with the AB 617 Community Air Monitoring Plan (CAMP). In July 2018, the District issued a Request for Qualifications (RFQ 2018-005) for facilitation services in the Richmond-San Pablo Area. Of eight applicants, the RFQ was awarded to MIG to provide stakeholder engagement, process design and facilitation services to launch the AB 617 community-driven process in the Richmond-San Pablo Area to inform the stakeholder engagement process for the AB 617 Richmond-San Pablo Area Community Air Monitoring Plan.

On July 31, 2019, the Air District Board of Directors approved a contract with MIG Inc. for \$210,000, to facilitate the Monitoring Planning process through September 2020 and provide related support for the community Co-Lead Team and the Steering Committee's development of the CAMP. In September 2019, the Steering Committee voted to begin the process towards designation as a AB 617 Community Emission Reduction Plan (CERP) community. The District continued working seamlessly with MIG into the AB 617 CERP process.

On March 3, 2021, the Air District Board of Directors voted to appoint a 31-member Community Steering Committee to guide the development of the CERP (Resolution No. 2021-02), after approval from the California Air Resources Board for the AB 617 Richmond-North Richmond-San Pablo Community Emissions Reduction Plan. The Path to Clean Air Community Steering Committee operated as a Brown Act body from March 3, 2021, to April 23, 2023. Following recommendations from the Community Steering Committee, on February 3, 2023, the Community Steering Committee voted to recommend to the BAAQMD Community, Equity Health and Justice Committee that the Community Steering Committee appointed by Resolution No. 2021-02 be dissolved by the end of April 2023 to allow for the transition to a community led governance structure. Community Steering Committee members expressed concerns with the limitations of the Brown Act including engagement and community participation, as well as forced resignation due to the requirements of AB 2249, which risked further delay of the implementation of the CERP.

On April 23, 2023, the Board of Directors voted and approved to dissolve the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02 with a community-led governance structure. Once dissolved, the Community Steering Committee established a Governance Ad hoc working group that drafted and finalized a new Charter which was voted into effect on June 26, 2023.

## DISCUSSION

MIG Inc. has provided a range of services for the AB 617 program in the Richmond-North Richmond- San Pablo area since the beginning of the process and has in-house expertise to support additional technical capacity and services needed for the development of the CERP. In addition to continuing to support the CSC, Air District planning meetings, and Steering Committee meetings, MIG will provide administrative and in-person support for Steering Committee monthly meetings and the adoption of the CERP.

This includes but is not limited to:

- Steering Committee Meeting Logistics (Virtual and Hybrid)
- Post-Meeting Support
- Plan, Conduct, and Summary of Steering Committee meetings
- Stipend Management

MIG Inc. has extensive expertise and experience providing support to the former Community Design Team and the AB 617 Richmond-North Richmond-San Pablo Area Path to Clean Air Community Emissions Reduction Plan Community Steering Committee. MIG Inc.'s continuous support has helped to ensure several project deliverables, including the management of stipends, logistical support for monthly CSC meetings, and the development of the Social Pinpoint tool.

Prior experience has proven that MIG Inc. can provide services that are unique to this expertise, has well established relationships with the Path to Clean Air Community Steering Committee, and has a deep understanding of the project requirements and intricacies. Continuity is crucial in



this project, which requires specialized knowledge and ongoing services. Staff recommend a no-bid sole source extension of this contract with MIG Inc. to ensure efficient and effective project execution and reduce any potential disruptions to progress from switching to a new vendor.

Air District staff recommend extending the term of the contract with MIG Inc. from December 31, 2023, to June 30, 2024, and increasing the project cost by \$355,000 to a total amount not to exceed \$1,114,080. MIG will provide Steering Committee meeting administrative support, hybrid steering committee meeting logistics, post-meeting support, and stipend management to complete the AB 617 Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the amended contract amount of \$355,000 are included in the Fiscal Year Ending 2024 Program 617 Budget using CAPP Implementation funds.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Karissa White  
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Original Executed Contract No. 2019.055 - MIG Inc.
2. Executed Amendment 1 Contract No. 2019.055 - MIG Inc.
3. Executed Amendment 2 Contract No. 2019.055 - MIG Inc.
4. Executed Amendment 3 Contract No. 2019.055 - MIG Inc.
5. Executed Amendment 4 Contract No. 2019.055 - MIG Inc.
6. Executed Amendment 5 Contract No. 2019.055 - MIG Inc.
7. Draft Amendment 6 Contract No. 2019.055 - MIG Inc.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2019.055**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **MIG, Inc.** (“CONTRACTOR”) whose address is 800 Hearst Avenue, Berkeley, CA 94710.
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. TERM – The term of this Contract is from the date of execution to September 30, 2020, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. TERMINATION
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any

reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

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

## 6. INSURANCE

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$25,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$25,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT:	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Attn: Kristen Law
CONTRACTOR:	MIG, Inc. 800 Hearst Avenue Berkeley, CA 94710 Attn: Joan Chaplick

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



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



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

15. PUBLICATION

A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.

16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other



party, and any attempt to do so shall be void upon inception.

19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including



mediation, shall be San Francisco, California.

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

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

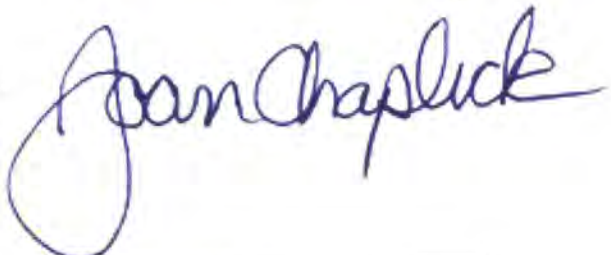
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

By:   
Jack P. Broadbent  
Executive Officer/APCO

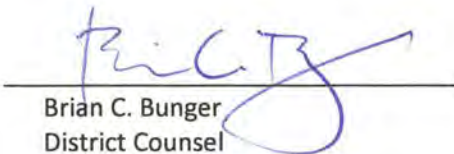
Date: 3/28/19

MIG,

  
By: \_\_\_\_\_  
Joan Chaplick  
Principal

Date: March 26, 2019

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 30 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop a Monitoring Plan over approximately 20 months and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

#### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

#### *Deliverables:*

1. Meeting agenda and brief summary documentation.

#### **Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 20 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team

to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

For the remaining meetings, CONTRACTOR will join via phone and provide high-level action minutes. The DISTRICT and co-leads will prepare for and provide facilitation for meetings and draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. The co-lead team will be responsible for all meeting logistics, materials preparation and meeting documentation. Some of the planning meetings will be conducted by phone to minimize the level of effort and allow for more flexibility.

*Deliverables:*

1. High-level action minutes for the first three meetings;
2. High-level action minutes for the remaining meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support services for a minimum of 12 Steering Committee meetings. CONTRACTOR will provide logistical support systematically to ensure the Steering Committee meets in a reliable and productive setting. CONTRACTOR will identify, reserve and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide meeting materials in English and Spanish; provide sign-in sheets and other materials; and other logistical details. DISTRICT will provide simultaneous, Spanish interpretation at each Steering Committee meeting.

*Deliverables:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for 12 Steering Committee meetings. The facilitators will remain neutral and work with participants to stay on task and within the timeframe for the discussion. The team will arrive early for set-up for each of the meetings.

Steering Committee members will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. GRANTEE will issue stipends or honorariums to eligible members upon request. Eligible members and/or organizations requesting stipends will receive a stipend or honorarium of \$100 per meeting, up to a maximum stipend of \$1,200 per member.

Stipends will be pro-rated should a member have attended less than 12 meetings. GRANTEE will request the member's name and address and send a check directly to that member.

*Deliverables:*

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are



received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

*Deliverables:*

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall or Community Summit**

CONTRACTOR will work with the DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. An audience of 75-95 individuals will attend the Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. The meeting will be highly interactive and include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall or Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. GRANTEE will provide a maximum stipend of \$125 per Steering Committee member to participate in the Community Summit.

*Deliverables:*

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall or Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall or Community Summit

*Deliverables:*

1. Notes from the Town Hall or Community Summit meeting.

**Task 1.8: Summary of Town Hall or Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Town Hall or Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

*Deliverables:*

1. Draft and final summary.

**Task 1.9: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, DISTRICT may require supplemental services and as needed assistance. In anticipation of DISTRICT's desire for

additional efforts to engage the community, CONTRACTOR shall conduct further outreach upon the request of DISTRICT. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants.

*Deliverables:*

1. Coordination, implementation and summary analysis of additional community engagement.

**Task 1.10: Project Management and Client Coordination**

To ensure efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities. CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services.

*Deliverables:*

1. Brief e-mail summaries of team communications and action items.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time and materials basis for the tasks outlined in the Scope of Work, up to a maximum amount of \$25,000.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal in Charge	Joan Chaplick	\$195.00
Project Manager	Jamillah Jordan	\$150.00
Project Associate	Jessie Hernandez	\$100.00
Graphic Designer	Christine Santana	\$100.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR a single lump-sum payment of \$9,300 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, stipends for eligible Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as a one-time administrative fee of \$930 to cover CONTRACTOR's administrative costs, for a total payment of \$10,230. This payment will cover all expenses that CONTRACTOR may incur in completion of the work under this Contract, including, but not limited to, CONTRACTOR and subconsultant's direct costs, and compensation to the participants of the Steering Committee. CONTRACTOR will invoice DISTRICT for this amount in its first monthly invoice. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

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



**AMENDMENT NO. 1 TO**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 31, 2019.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB617 Community Air Monitoring Plan in the Richmond-San Pablo area (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES now seek to expand the scope of the project and to increase the total maximum cost of the project to reflect the additional work that CONTRACTOR will need to undertake.
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 "\$25,000" with "\$116,080."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$25,000" with "\$116,080."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed refer to Attachment B-1, Cost Schedule.

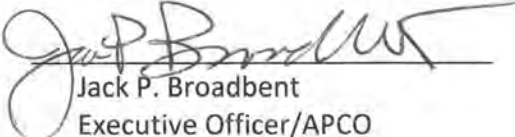


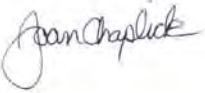
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.

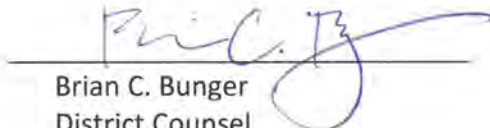
By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Joan Chaplick  
Principal

Date: 6/6/19

Date: 6/3/2019

Approved as to form:  
District Counsel

By:   
Brian C. Bungler  
District Counsel

## ATTACHMENT A-1

### SCOPE OF WORK

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 30 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop a Monitoring Plan over approximately 20 months and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

The scope is based on a project period of March 2019 to September 2020 with many activities front-loaded and then systematized throughout the process.

#### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

#### *Deliverables:*

1. Meeting agenda and brief summary documentation.

### **Task 1.2 Support for Co-Leads and DISTRICT Planning Meetings (up to 20 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From March 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

Deliverable:

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

### **Task 1.3 Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, The PARTIES expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT's preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

Deliverable:

1. Logistical activities to support up to 12 Steering Committee meetings.

### **Task 1.4 Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they

become available. These members will participate in up to 12 meetings of no more than 2 hours in length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

#### **Task 1.5 Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meetings notes for each Steering Committee meeting.

#### **Task 1.6 Project Management and Client Coordination**

The purpose of this task is to ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

## ATTACHMENT B-1

### COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate for CONTRACTOR's labor in completing the tasks outlined in the Scope of Work, and at a fixed price for all materials and administrative costs associated with completing those tasks, up to a maximum amount of \$116,080.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

Role	Staff	Hourly Rate
Principal in Charge	Joan Chaplick	\$195.00
Project Manager	Jamillah Jordan	\$150.00
Project Associate	Jessie Hernandez	\$100.00
Graphic Designer	Christine Santana	\$100.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$56,018 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, venue rental, stipends for eligible Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR's administrative costs. This \$56,018 payment will cover all expenses that CONTRACTOR may incur in completion of the work under this Contract, including, but not limited to, CONTRACTOR and subconsultant's direct costs, and compensation to the participants of the Steering Committee. CONTRACTOR will invoice DISTRICT for lump sum of \$45,788 in its first monthly invoice following execution of Amendment No. 1. CONTRACTOR acknowledges prior payment of \$10,230 for materials and administrative costs. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$116,080.**



**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 23, 2019.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES seek to further expand the scope of the project and to increase the total maximum cost of the project to reflect the additional work that CONTRACTOR will need to undertake.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$116,080" with "\$210,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$116,080" with "\$210,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all references in the Contract to Attachment A and Attachment A-1 shall be deemed refer to Attachment A-2, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all


references in the Contract to Attachment B and Attachment B-1 shall be deemed refer to Attachment B-2, Cost Schedule.

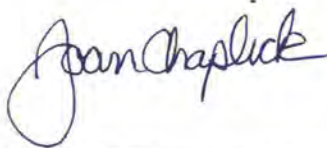
- 5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.


By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Joan Chaplick  
Principal

Date: 11/4/19

Date: 10-23-19

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A-2

### SCOPE OF WORK

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 30 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop a Monitoring Plan over approximately 20 months and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

The scope is based on a project period of June 2019 to September 2020 with many activities front-loaded and then systematized throughout the process.

#### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

#### *Deliverables:*

1. Meeting agenda and brief summary documentation.



**Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 27 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From June 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

**Deliverable:**

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, the Parties expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT’s preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

**Deliverable:**

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they become available. These members will participate in up to 12 meetings of no more than 2 hours in

length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall/Community Summit**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meeting is highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall/Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. Steering Committee members can request a stipend for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per participating member for the Community Summit.

Deliverables:

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall/Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall/Community Summit. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 1.8: Summary of Town Hall/Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

Deliverables:

1. Draft and final summary.

**Task 1.9: Project Management and Client Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 1.10: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, CONTRACTOR expects there may be a need for supplemental services to provide as needed assistance. In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will provide resources to conduct further outreach upon the request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants. The additional costs needed to summarize the findings from these input activities are included in the fee estimate.

Deliverables:

1. Coordination, implementation and summary analysis of additional community engagement.

**ATTACHMENT B-2**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at an hourly rate for CONTRACTOR's labor in completing the tasks outlined in the Scope of Work, and at a fixed price for all materials and administrative costs associated with completing those tasks, up to a maximum amount of \$210,000.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal in Charge	Joan Chaplick	\$195.00
Project Manager	Jamillah Jordan	\$150.00
Project Associate	Jessie Hernandez	\$100.00
Graphic Designer	Christine Santana	\$100.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$64,018 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, venue rental, stipends for eligible Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR's administrative costs. This \$64,018 payment will cover all expenses that CONTRACTOR may incur in completion of the work under this Contract, including, but not limited to, CONTRACTOR and subconsultant's direct costs, and compensation to the participants of the Steering Committee. CONTRACTOR will invoice DISTRICT for lump sum of \$45,788 in its first monthly invoice following execution of Amendment No. 1. CONTRACTOR will invoice DISTRICT for lump sum of \$8,000 in its first monthly invoice following execution of Amendment No. 2. CONTRACTOR acknowledges prior payment of \$10,230 for materials and administrative costs. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$210,000.**



**AMENDMENT NO. 3 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 30, 2020.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the contract, dated October 23, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
4. The PARTIES seek to amend the term, Scope of Work, and total maximum cost of the Contract to reflect the additional work that CONTRACTOR will need to undertake.
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 Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$210,000" with "\$559,980."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$210,000" with "\$559,980."




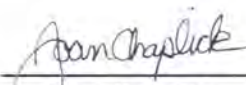
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-2, Scope of Work, with the attached "Attachment A-3, Scope of Work" and agree that all references in the Contract to Attachment A, Attachment A-1, and Attachment A-2, shall be deemed to refer to Attachment A-3, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B, Attachment B-1, and Attachment B-2, shall be deemed to refer to Attachment B-3, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.


By:   
Jack P. Broadbent  
Executive Officer/APCO

By:   
Joan Chaplick  
Principal

Date: 5/27/20

Date: May 1, 2020

Approved as to form:  
District Counsel

By:   
Brian C. Bunger  
District Counsel

## ATTACHMENT A-3

### SCOPE OF WORK

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan) (Phase 1) and the Community Emission Reduction Plan (CERP) (Phase 2). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop the Monitoring Plan and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

In September 2019, the Steering Committee voted to begin transition into a designated CERP community. In addition to continuing to support the Monitoring Plan, CONTRACTOR will help develop and coordinate a Community Design Team to inform the inclusion of a CERP and ultimately provide facilitation and coordination assistance to the co-lead team and Steering Committee through the CERP development process. CONTRACTOR will provide facilitation and will coordinate with the co-lead team and Steering Committee to design and implement Community Summits to update the Richmond-San Pablo Community on the Steering Committee goals and progress.

#### **PHASE 1: COMMUNITY AIR MONITORING PLAN**

##### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.



CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

*Deliverables:*

1. Meeting agenda and brief summary documentation.

**Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 27 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From June 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

*Deliverable:*

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, the Parties expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT's preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

*Deliverable:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they become available. These members will participate in up to 12 meetings of no more than 2 hours in length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall/Community Summit**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meeting is highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall/Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. Steering

Committee members can request a stipend for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per participating member for the Community Summit.

Deliverables:

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall/Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall/Community Summit. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 1.8: Summary of Town Hall/Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

Deliverables:

1. Draft and final summary.

**Task 1.9: Project Management and Client Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 1.10: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, CONTRACTOR expects there may be a need for supplemental services to provide as needed assistance. In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will provide resources to conduct further outreach upon the request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants. The additional costs needed to summarize the findings from these input activities are included in the fee estimate.

Deliverables:

1. Coordination, implementation and summary analysis of additional community engagement.

## **PHASE 2: COMMUNITY EMISSION REDUCTION PLAN**

### **Task 2.1: Support for CERP Community Design Team Meetings**

CONTRACTOR will provide support for five (5) two-hour CERP Community Design Team meetings. The CERP Community Design Team will be comprised of up to 12 members. CONTRACTOR will develop the agendas, facilitate the meetings and provide high-level action minutes. DISTRICT and the Community Design Team will draw upon the results of these meetings to support development of the CERP Steering Committee and to inform the overall CERP process. For all CERP Community Design Team meetings, CONTRACTOR will secure meeting venues and provide dinner for each meeting, with a budget of up to \$225 per meeting.

CONTRACTOR will issue stipends to Community Design Team members, upon their request. Community Design Team members will receive \$100 per meeting for their participation.

#### **Deliverables:**

1. Agendas and high-level action minutes for Community Design Team meetings.
2. List of members receiving stipends.

### **Task 2.2: Support for Co-Leads and DISTRICT Planning Meetings**

CONTRACTOR will provide professional facilitation services and high-level action minutes for thirty (30) two-hour co-lead meetings. During the meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. CONTRACTOR will provide refreshments for all meetings, with a budget of up to \$25 per meeting.

#### **Deliverables:**

1. Agendas and high-level action minutes for co-lead team meetings.

### **Task 2.3: Steering Committee Meeting Logistics**

CONTRACTOR will provide logistic support for eighteen (18) Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the Steering Committee meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). Steering Committee meetings will be held at DISTRICT's preferred venue, the Richmond Memorial Auditorium, when available. For the first 1-2 meetings, CONTRACTOR will provide at least 3 hours of logistical support per meeting. Once a regular routine is established, CONTRACTOR will provide 1-2 hours of logistical support per meeting. CONTRACTOR will provide refreshments at these meetings, with a budget of up to \$450 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

Deliverables:

1. Logistical activities to support Steering Committee meetings.

**Task 2.4: Steering Committee Meeting Facilitation**

CONTRACTOR will provide facilitation for the Steering Committee meetings. CONTRACTOR will arrive early to set-up and provide a two-person team to facilitate and take notes for each meeting. CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion.

Steering Committee members will provide deliverables necessary to inform and develop a CERP over approximately 18 months and discuss its implementation and results as they become available.

CONTRACTOR will issue stipends to Steering Committee members, upon their request. Members will receive a stipend of \$100 per meeting, up to a maximum of \$1,800 per member.

Deliverables:

1. List of members receiving stipends.

**Task 2.5: Steering Committee Meeting Notes**

CONTRACTOR will take notes at each Steering Committee meeting and circulate a draft of the notes to DISTRICT for review. Once CONTRACTOR receives DISTRICT comments, CONTRACTOR will finalize the notes for each meeting. Meeting notes will be a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverables:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 2.6: Plan for Community Summits**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan two Community Summits. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meetings are highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venues and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by DISTRICT, co-leads and Steering Committee members.

CONTRACTOR will issue stipends to Steering Committee members, upon their request, for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per member for each Community Summit.

Deliverables:

1. Meeting design and outreach materials.
2. List of members receiving stipends.



**Task 2.7: Conduct Community Summits**

CONTRACTOR will facilitate and provide note taking support for two Community Summits. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 2.8: Summary of Community Summits**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summits. The summaries will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the CERP.

Deliverables:

1. Draft and final summaries.

**Task 2.9: Project Management and Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 2.10: Contingency for Additional Stakeholder and Community Engagement Activities**

In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will conduct further outreach upon DISTRICT's request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants.

Deliverables:

1. To be determined based on direction provided by DISTRICT.

**ATTACHMENT B-3**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time and materials basis for completing the tasks outlined in the Scope of Work, up to a maximum amount of \$559,980.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal in Charge	Joan Chaplick	\$195.00
Project Manager	Jamillah Jordan	\$150.00
Project Associate	Jessie Hernandez	\$100.00
Graphic Designer	Christine Santana	\$100.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$177,428 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, venue rental, stipends for eligible co-leads, Community Design Team, and Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR's administrative costs. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$559,980.**

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 20, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the contract, dated October 23, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the contract, dated April 30, 2020, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
5. The PARTIES seek to amend the term, Scope of Work and total maximum cost of the Contract to reflect the additional work that CONTRACTOR will need to undertake.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$559,980" with "\$759,080."

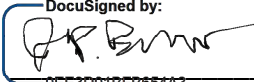



3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$559,980" with "\$759,080."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-3, Scope of Work, with the attached "Attachment A-4, Scope of Work" and agree that all references in the Contract to Attachment A, Attachment A-1, Attachment A-2, and Attachment A-3, shall be deemed to refer to Attachment A-4, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-3, Cost Schedule, with the attached "Attachment B-4, Cost Schedule" and agree that all references in the Contract to Attachment B, Attachment B-1, Attachment B-2, and Attachment B-3, shall be deemed to refer to Attachment B-4, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.


By:   
 0EE3D01BF8654A3...  
 Jack P. Broadbent  
 Executive Officer/APCO

By:   
 Joan Chaplick  
 Principal

Date: 7/12/2021

Date: May 20, 2021

Approved as to form:  
District Counsel

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

## **ATTACHMENT A-4**

### **SCOPE OF WORK**

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan) (Phase 1) and the Community Emission Reduction Plan (CERP) (Phase 2). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop the Monitoring Plan and discuss its implementation and results as they become available. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

The Steering Committee process will be based on the feedback, priorities, and findings of the February 16, 2019 Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR will serve as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR will coordinate closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities.

In September 2019, the Steering Committee voted to begin transition into a designated CERP community. In addition to continuing to support the Monitoring Plan, CONTRACTOR will help develop and coordinate a Community Design Team to inform the inclusion of a CERP and ultimately provide facilitation and coordination assistance to the co-lead team and Steering Committee through the CERP development process. CONTRACTOR will provide facilitation and will coordinate with the co-lead team and Steering Committee to design and implement Community Summits to update the Richmond-San Pablo Community on the Steering Committee goals and progress.

#### **PHASE 1: COMMUNITY AIR MONITORING PLAN**

##### **Task 1.1: Project Kickoff Meeting**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

*Deliverables:*

1. Meeting agenda and brief summary documentation.

**Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 27 meetings)**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From June 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

*Deliverable:*

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings)**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, the Parties expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT's preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

*Deliverable:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings)**

CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they become available. These members will participate in up to 12 meetings of no more than 2 hours in length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings)**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall/Community Summit**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meeting is highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall/Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. Steering

Committee members can request a stipend for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per participating member for the Community Summit.

Deliverables:

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall/Community Summit**

CONTRACTOR will facilitate and provide note taking support for the Town Hall/Community Summit. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 1.8: Summary of Town Hall/Community Summit**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

Deliverables:

1. Draft and final summary.

**Task 1.9: Project Management and Client Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 1.10: Contingency for Additional Stakeholder and Community Engagement Activities**

Since this is an innovative approach with newly identified co-leads and Steering Committee, CONTRACTOR expects there may be a need for supplemental services to provide as needed assistance. In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will provide resources to conduct further outreach upon the request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants. The additional costs needed to summarize the findings from these input activities are included in the fee estimate.

Deliverables:

1. Coordination, implementation and summary analysis of additional community engagement.

## **PHASE 2: COMMUNITY EMISSION REDUCTION PLAN**

### **Task 2.1: Support for CERP Community Design Team Meetings**

CONTRACTOR will provide support for five (5) two-hour CERP Community Design Team meetings. The CERP Community Design Team will be comprised of up to 12 members. CONTRACTOR will develop the agendas, facilitate the meetings and provide high-level action minutes. DISTRICT and the Community Design Team will draw upon the results of these meetings to support development of the CERP Steering Committee and to inform the overall CERP process. For all CERP Community Design Team meetings, CONTRACTOR will secure meeting venues and provide dinner for each meeting, with a budget of up to \$225 per meeting.

CONTRACTOR will issue stipends to Community Design Team members, upon their request. Community Design Team members will receive \$100 per meeting for their participation.

Deliverables:

1. Agendas and high-level action minutes for Community Design Team meetings.
2. List of members receiving stipends.

### **Task 2.2: Support for Co-Chairs and DISTRICT Planning Meetings**

CONTRACTOR will provide professional facilitation services and high-level action minutes for at least thirty (30) two-hour co-chair meetings. During the meetings, CONTRACTOR will collaborate with the co-chair team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-chairs will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. CONTRACTOR will provide refreshments for all meetings as needed, with a budget of up to \$25 per meeting.

Deliverables:

1. Agendas and high-level action minutes for co-chair team meetings.

### **Task 2.3: Steering Committee Meeting Logistics**

CONTRACTOR will provide logistic support for at least eighteen (18) Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the Steering Committee meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues or virtual meeting platform; provide audio-visual equipment; provide refreshments as needed; provide select meeting materials in English and Spanish and review and format them to fit branding and comply with the Brown Act and DISTRICT meeting requirements; host dry-run meetings as needed; and attend to other logistical details (e.g., Steering Committee binders). Steering Committee meetings will be held at DISTRICT's preferred venue, the Richmond Memorial Auditorium, when available for in-person meetings. For the first 1-2 meetings, CONTRACTOR will provide at least 3 hours of logistical support per meeting. Once a regular routine is established, CONTRACTOR will provide 1-2 hours of logistical support per meeting. CONTRACTOR will provide refreshments at these meetings

as needed, with a budget of up to \$450 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

Deliverables:

1. Logistical activities to support Steering Committee meetings.

#### **Task 2.4: Steering Committee Meeting Facilitation**

CONTRACTOR will provide facilitation for the Steering Committee meetings. CONTRACTOR will arrive early to set-up and provide a two-person team to facilitate and take notes for each meeting. CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion.

Steering Committee members will provide deliverables necessary to inform and develop a CERP over approximately 18 months and discuss its implementation and results as they become available.

CONTRACTOR will issue stipends to Steering Committee members, upon their request. Members will receive a stipend of \$100 per meeting, up to a maximum of \$1,800 per member. Co-Chairs will receive an additional stipend of \$300 per month.

Deliverables:

1. List of members receiving stipends.

#### **Task 2.5: Steering Committee Meeting Notes**

CONTRACTOR will create meeting minutes and format them to comply with Brown Act and DISTRICT meeting requirements for each Steering Committee meeting and circulate a draft of the notes to DISTRICT for review. Once CONTRACTOR receives DISTRICT comments, CONTRACTOR will finalize the notes for each meeting. Meeting notes will be a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverables:

1. Draft and final meeting notes for each Steering Committee meeting.

#### **Task 2.6: Plan for Community Summits**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan two Community Summits, as needed. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meetings are highly interactive and will include visual displays, such as using geographic information system (GIS) and data collected from community and outreach activities to create maps and infographics, to help simplify key concepts.

CONTRACTOR will confirm and reserve the venues and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by DISTRICT, co-leads and Steering Committee members.

CONTRACTOR will issue stipends to Steering Committee members, upon their request, for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per member for each Community Summit.

Deliverables:

1. Meeting design and outreach materials.
2. List of members receiving stipends.

#### **Task 2.7: Conduct Community Summits**

CONTRACTOR will facilitate and provide note taking support for two Community Summits, as needed. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

#### **Task 2.8: Summary of Community Summits**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summits. The summaries will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the CERP.

Deliverables:

1. Draft and final summaries.

#### **Task 2.9: Project Management and Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

#### **Task 2.10: Contingency for Additional Stakeholder and Community Engagement Activities**

In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will conduct further outreach upon DISTRICT's request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants.

Deliverables:

1. To be determined based on direction provided by DISTRICT.



**Task 3.1: Resource Allocation Process and Management**

CONTRACTOR will assist DISTRICT with facilitating the provision of resources directly to community organizations and individuals to support participation in data collection, public education, and outreach activities. Resources may be in the form of stipends, mini-grants, direct payments, goods, services from local businesses, or other agreed upon methods consistent with best practices that provide appropriate level of accountability of public funds. CONTRACTOR shall propose methods for resource allocation, identify streamlined documentation to provide accountability, verify consistency with best business practices, and propose a payment schedule. CONTRACTOR will determine in advance if the process requires Internal Revenue Service Form W-9 from organizations and individuals, reports, or other supporting documentation. CONTRACTOR will administer resources as agreed upon and as directed by DISTRICT.

**Task 3.2: Contingency**

This task provides a contingency to support other resource allocation methods beyond those identified in Task 3.1. Funds can be used for both CONTRACTOR labor and resources for the community as directed by the DISTRICT.

**ATTACHMENT B-4****COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time and materials basis for completing the tasks outlined in the Scope of Work, up to a maximum amount of \$759,080.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate (Before May 1, 2021)</b>	<b>Hourly Rate (After May 1, 2021)</b>
Principal in Charge	Joan Chaplick	\$195.00	\$200.00
Project Manager	Jamillah Jordan	\$150.00	\$155.00
Project Associate	Jessie Hernandez	\$100.00	\$105.00
Graphic Designer	Christine Santana	\$100.00	\$105.00
Graphic Designer	Ed Canalin	N/A	\$175.00
Graphic Production	Madeleine Salem	N/A	\$110.00
Graphic Production	Christine Santana	N/A	\$110.00
Digital Engagement	Ryan Mottau	N/A	\$160.00
GIS Specialist	Jose Rodriguez	N/A	\$155.00
Associate Support	China Davis	N/A	\$110.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$262,828 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR's travel costs, venue rental, stipends for eligible co-leads and co-chairs, Community Design Team, and Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR's administrative costs. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract not to exceed \$759,080.**

**AMENDMENT NO. 5 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, November 9, 2022.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and MOORE IACOFANO GOLTSMAN, INC. ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the contract, dated October 23, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the contract, dated April 30, 2020, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the contract, dated May 20, 2021, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
6. The PARTIES mutually seek to extend the term of the Contract to allow additional time to complete the tasks sets forth in the Contract.
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 Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 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

MOORE IACOFANO GOLTSMAN, INC.

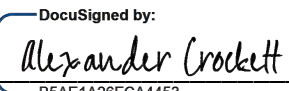
By:   
 Sharon Landers  
 Interim Executive Officer/APCO

  
 By: \_\_\_\_\_  
 Carolyn M. Verheyen  
 Vice President and Chief  
 Operations Officer

Date: 1/9/2023

Date: November 14, 2022

Approved as to form:  
District Counsel

By:  1/9/2023  
 Alexander G. Crockett  
 District Counsel

**AMENDMENT NO. 6 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2019.055**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 15, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and MOORE IACOFANO GOLTSMAN, INC. (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for stakeholder engagement, process design, facilitation services and related support for the development of the AB 617 Community Air Monitoring Plan in Richmond San-Pablo (the “Contract”), which Contract was executed on behalf of CONTRACTOR on March 26, 2019, and on behalf of DISTRICT on March 28, 2019.
2. The PARTIES entered into Amendment No. 1 to the contract, dated May 31, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the contract, dated October 23, 2019, for reference purposes only, to amend the Scope of Work and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the contract, dated April 30, 2020, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the contract, dated May 20, 2021, for reference purposes only, to amend the term, Scope of Work and total cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the contract, dated November 9, 2022, for reference purposes only, to extend the term of the Contract.
7. The PARTIES seek to amend the term, total cost, Scope of Work and Cost Schedule of the Contract because DISTRICT seeks to update the services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those updated services.
8. 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 June 30, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$759,080" with "\$1,114,080."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$759,080" with "\$1,114,080."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-4, Scope of Work, with the attached "Attachment A-5, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-5, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-4, Cost Schedule, with the attached "Attachment B-5, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-5, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MOORE IACOFANO GOLTSMAN, INC.

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Carolyn M. Verheyen  
Vice President and Chief  
Operations Officer

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

DRAFT

## ATTACHMENT A-5

### SCOPE OF WORK

#### **Overview:**

CONTRACTOR shall provide stakeholder engagement, process design, facilitation services and related support for the development of the Community Air Monitoring Plan (Monitoring Plan) (Phase 1) and the Community Emission Reduction Plan (CERP) (Phase 2). The Monitoring Plan is based on an innovative model that prioritizes an equitable and inclusive community engagement structure to ensure participation at multiple levels throughout the process by various community representatives. The DISTRICT partnered with eleven community members in the Richmond-San Pablo area to set up a comprehensive and balanced Steering Committee membership. CONTRACTOR will assist the Steering Committee in meeting the timelines established by Assembly Bill 617 (AB 617) and the California Air Resources Board (CARB).

The Community Steering Committee (CSC) was originally comprised of up to 35 active members and current membership of the CSC is now between 21 to 27 members. Members of the Steering Committee will participate in meetings and provide deliverables necessary to inform and develop the CERP. .

The Steering Committee process was based on the feedback, priorities, and findings of the February 16, 2019, Community Summit held by DISTRICT that was co-led by a small and selected group of community members, with the remaining community co-leads and Steering Committee composition identified shortly thereafter. CONTRACTOR served as the neutral third-party facilitator and process advisor to this effort. CONTRACTOR coordinated closely with the DISTRICT while ensuring the process is led by the community through the co-lead team, Steering Committee and other related community activities. In September 2019, the Steering Committee voted to begin transition into a designated CERP community. In February 2023, the Steering Committee voted to recommend to the DISTRICT Community, Equity Health and Justice 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 transition to a community led governance structure. This transition included a Steering Committee reappointment process, a new Charter created by the Governance Ad Hoc Committee and approved by the Steering Committee. In addition to continuing to support the co-leads, DISTRICT planning meetings, and Steering Committee meetings, CONTRACTOR will provide administrative and in-person support for Steering Committee meetings and adoption of the CERP.

#### **PHASE 1: COMMUNITY AIR MONITORING PLAN**

##### **Task 1.1: Project Kickoff Meeting [Completed]**

CONTRACTOR and the co-lead team comprised of the DISTRICT's project team and community co-leads will meet to confirm the draft Steering Committee process and objectives, refine the schedule and establish communication protocols. DISTRICT staff will share their perspectives on the overall goals of the Monitoring Plan, required key milestones and other information that will inform the process design and schedule.

CONTRACTOR will design the meeting agenda and provide a brief electronic summary to DISTRICT. DISTRICT will identify the key milestones and the sequence of activities the Steering Committee will



need to complete. CONTRACTOR will use this information to develop a list of meeting topics and decision points to support the schedule.

*Deliverables:*

1. Meeting agenda and brief summary documentation.

**Task 1.2: Support for Co-Leads and DISTRICT Planning Meetings (up to 27 meetings) [Completed]**

CONTRACTOR will provide full facilitation services and high-level action minutes for the first three co-lead meetings. During the first three meetings, CONTRACTOR will collaborate with the co-lead team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. These meetings are anticipated to be one to two hours in length.

From June 2019 – September 2020, CONTRACTOR will join the co-lead team meetings in-person and via phone. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-leads will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. For all 20 meetings, CONTRACTOR will provide refreshments, with a budget of up to \$25 per meeting. CONTRACTOR estimates these meetings will be 2 hours in length.

*Deliverable:*

1. Agenda development, meeting facilitation and high-level action minutes for up to 20 co-lead team meetings.

**Task 1.3: Steering Committee Meeting Logistics (12 Meetings) [Completed]**

CONTRACTOR will provide support for up to 12 Steering Committee meetings. To ensure productive discussions, CONTRACTOR will provide logistical support systematically to ensure the group meets in a reliable, productive setting. CONTRACTOR will identify, reserve, pay for and confirm the meeting venues; provide audio-visual equipment; provide refreshments; provide select meeting materials in English and Spanish; and attend to other logistical details (e.g., Steering Committee binders). The Parties expect that during start up, for the first 1-2 meetings, at least 3 hours of logistical support will be needed per meeting. Once a regular routine is established, the Parties expect that 1-2 hours of logistical support will be needed. The Richmond Memorial Auditorium is the DISTRICT's preferred venue for most Steering Committee meetings. The fee for this venue is \$750 per meeting, which will be paid by CONTRACTOR. CONTRACTOR will provide refreshments, with a budget of up to \$350 per meeting for approximately 50 people. DISTRICT will provide simultaneous Spanish interpretation at each Steering Committee meeting.

*Deliverable:*

1. Logistical activities to support up to 12 Steering Committee meetings.

**Task 1.4: Steering Committee Meeting Facilitation (12 meetings) [Completed]**

CONTRACTOR will provide a two-person team to facilitate and take notes for each meeting. The CONTRACTOR will remain neutral and work with participants to stay on task and within the desired timeframe for the discussion. CONTRACTOR will arrive early for set-up for each of the meetings.

CONTRACTOR anticipates that the Steering Committee will be comprised of up to 35 active members. Members of the Steering Committee will provide deliverables necessary to inform and develop a Monitoring Plan over approximately 17 months and discuss its implementation and results as they become available. These members will participate in up to 12 meetings of no more than 2 hours in length. Each member organization will have the option of identifying a primary representative and an alternate representative to attend the Steering Committee meetings.

It is also acknowledged that participants will spend an estimated one-hour travel time and one-hour preparatory time for each meeting. Stipends or honorariums will be issued upon request. CONTRACTOR will pay individual members and/or organizations requesting stipends a stipend or honorarium based on \$25/hour X 4 hours/meeting X 12 meetings or \$1,200. CONTRACTOR anticipates that approximately 23 Steering Committee members, including residents and representatives of community-based organizations, will request stipends.

Stipends will be pro-rated should a person have attended fewer than 12 meetings. CONTRACTOR will request the member's name and address and send a check from CONTRACTOR directly to that member. The maximum stipend per member for the Steering Committee meetings is \$1,200.

Deliverable:

1. Facilitation and note taking for each meeting.

**Task 1.5: Steering Committee Meeting Notes (12 meetings) [Completed]**

CONTRACTOR will take notes at each meeting and circulate a review draft. Once comments are received, CONTRACTOR will finalize the notes for each meeting. The notes are not intended to be a transcription of the meeting, but instead a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps.

Deliverable:

1. Draft and final meeting notes for each Steering Committee meeting.

**Task 1.6: Planning for Town Hall/Community Summit [Completed]**

CONTRACTOR will work with DISTRICT, Steering Committee and co-leads to plan a two-hour Town Hall or Community Summit. CONTRACTOR will serve as the meeting facilitator and develop the meeting design to help achieve the meeting objectives. CONTRACTOR will ensure the meeting is highly interactive and will include visual displays to help simplify key concepts.

CONTRACTOR will confirm and reserve the venue and provide logistical support. CONTRACTOR will prepare outreach materials for distribution and promotion by the DISTRICT, co-leads and Steering Committee members.

For the Town Hall/Community Summit, Steering Committee members will be acknowledged as contributing 5 hours total time assisting with the design, outreach and implementation. Steering Committee members can request a stipend for participation in the Community Summit. CONTRACTOR will provide a maximum stipend of \$125 per participating member for the Community Summit.

Deliverables:

1. Meeting design and facilitation, outreach materials, materials review and preparation.

**Task 1.7: Conduct Town Hall/Community Summit [Completed]**

CONTRACTOR will facilitate and provide note taking support for the Town Hall/Community Summit. CONTRACTOR anticipates an audience of 75-95 individuals attending the Community Summit.

Deliverables:

1. Meeting facilitation and support.

**Task 1.8: Summary of Town Hall/Community Summit [Completed]**

CONTRACTOR will develop a detailed summary to synthesize the results and key findings from the Community Summit. This summary will highlight the diverse range of input collected, as well as the priorities and desired outcomes for the community-based Monitoring Plan.

Deliverables:

1. Draft and final summary.

**Task 1.9: Project Management and Client Coordination [Completed]**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, the CONTRACTOR project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

**Task 1.10: Contingency for Additional Stakeholder and Community Engagement Activities [Completed]**

Since this is an innovative approach with newly identified co-leads and Steering Committee, CONTRACTOR expects there may be a need for supplemental services to provide as needed assistance. In anticipation of DISTRICT's desire for additional efforts to engage the community, CONTRACTOR will provide resources to conduct further outreach upon the request. Additional community engagement can take the form of a maximum of four (4) key stakeholder interviews conducted by telephone, a focus group, or a survey of Steering Committee members and Community Summit participants. The additional costs needed to summarize the findings from these input activities are included in the fee estimate.

Deliverables:

1. Coordination, implementation, and summary analysis of additional community engagement.

## **PHASE 2: COMMUNITY EMISSION REDUCTION PLAN**

### **Task 2.1: Support for CERP Community Design Team Meetings [Completed]**

CONTRACTOR will provide support for five (5) two-hour CERP Community Design Team meetings. The CERP Community Design Team will be comprised of up to 12 members. CONTRACTOR will develop the agendas, facilitate the meetings, and provide high-level action minutes. DISTRICT and the Community Design Team will draw upon the results of these meetings to support the development of the CERP Steering Committee and to inform the overall CERP process. For all CERP Community Design Team meetings, CONTRACTOR will secure meeting venues and provide dinner for each meeting, with a budget of up to \$225 per meeting.

CONTRACTOR will issue stipends to Community Design Team members, upon their request. Community Design Team members will receive \$100 per meeting for their participation.

Deliverables:

1. Agendas and high-level action minutes for Community Design Team meetings.
2. List of members receiving stipends.

### **Task 2.2: Support for Co-Chairs and DISTRICT Planning Meetings [Completed]**

CONTRACTOR will provide professional facilitation services and high-level action minutes for at least thirty (30) two-hour co-chair meetings. During the meetings, CONTRACTOR will collaborate with the co-chair team to plan the agenda and approach for the Steering Committee meetings. CONTRACTOR will assist with identifying meeting objectives and designing the meeting agenda to achieve these objectives. CONTRACTOR will assist with developing the agendas, facilitating the meetings and providing high-level action minutes. DISTRICT and co-chairs will draw upon the results of these meetings to develop draft and final Steering Committee agendas and develop presentation materials. CONTRACTOR will provide refreshments for all meetings as needed, with a budget of up to \$25 per meeting.

Deliverables:

1. Agendas and high-level action minutes for co-chair team meetings.

### **Task 2.3: Steering Committee Meeting Logistics**

CONTRACTOR will provide logistic support for up to thirty-seven (37) CSC monthly meetings. Of the 37 CSC meetings, CONTRACTOR will provide support for 10 meetings from September 2023 – June 2024. To ensure productive discussions, CONTRACTOR will provide logistical support with DISTRICT staff and will meet for up to twelve (12) meetings to discuss all aspects of CSC monthly meetings and planning for each CSC meeting.

CONTRACTOR is responsible for ensuring the Steering Committee meets both virtually, hybrid and in-person. CONTRACTOR will provide logistical support for the entirety of each CSC meeting. DISTRICT shall select the in-person meeting venue and CONTRACTOR shall reserve, pay and confirm the meeting venues. CONTRACTOR shall be responsible for ensuring all video/audio conferencing are in place for virtual meeting platform; provide audio-visual equipment including portable microphones (tabletop

microphones) to support high quality hybrid meeting audio; and provide name cards or similar to support meeting facilitators in managing questions and answers in a hybrid meeting environment.

For the CSC meetings, CONTRACTOR will procure and provide food and refreshments, including bio-degradable silverware and cups (no plastic). CONTRACTOR will budget up to \$900 per food order (approximately 30 people at \$30 per person). DISTRICT shall provide approval to CONTRACTOR prior to procurement of food and refreshments. CONTRACTOR will administer and distribute transportation reimbursements on a monthly basis to CSC members attending the CSC monthly meetings. The maximum amount for travel reimbursement of a monthly in-person meeting will be \$50.00. As part of its administration, CONTRACTOR shall collect and record travel receipts from attending CSC members prior to providing reimbursements.

CONTRACTOR will provide meeting materials (paper and electronic) in English and Spanish. CONTRACTOR will review and format meeting materials which shall include the Path to Clean Air logo and comply with the noticing requirements of the Brown Act (e.g., 72-hour deadline to post materials on DISTRICT website) and DISTRICT meeting requirements (e.g., translation of all materials). CONTRACTOR will also attend to other logistical meeting details as needed (e.g., printing of materials for in-person meetings). CONTRACTOR will arrange simultaneous Spanish interpretation at each Steering Committee meeting.

CONTRACTOR will review power point presentations and agendas at least two (2) business days before the meeting to ensure quality control (e.g. uniformity) of meeting materials. CONTRACTOR will provide Zoom meeting links and email panelist links to participants.

Deliverables:

1. Logistical activities to support Steering Committee meetings.
2. Secure AV set up and all other necessary equipment needed for hybrid meeting facilitation
3. Panelist links to recipients
4. Finalized meeting materials
5. Procure food and refreshments for in-person meetings
6. Travel reimbursement administration records and receipts

#### **Task 2.4 Post Meeting Support**

CONTRACTOR will provide finalized meeting minutes that comply with the Brown Act after each CSC monthly meeting within five (5) business days from each meeting. Meeting minutes will be a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps, and include timestamps. CONTRACTOR will provide webcast recording (with captions) in English and Spanish. All Post Meeting materials will be uploaded to the shared google drive.

Deliverables:

1. Finalized meeting minutes
2. Webcast recording with caption in English and Spanish.

#### **Task 2.5: Project Management and Coordination**

CONTRACTOR shall ensure a consistent basis for project management, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure

efficient project coordination and implementation, CONTRACTOR's project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

1. Brief e-mail summaries of team communications and action items.

### **Task 2.6: Stipend Management**

CONTRACTOR shall administer, issue and disperse stipends to Steering Committee members on a monthly basis for participation in the CSC monthly meetings, subcommittees, ad hoc working groups, community summits/town hall meetings, and other related CERP related meetings and activities. CSC members will receive \$125 per CSC meeting. If a CSC meeting goes over the allotted time, CONTRACTOR will confer with DISTRICT to determine the additional stipend amount. CSC members will receive \$25 per hour for all other CERP-related meetings. All CSC members are responsible for self-reporting additional hours for work performed outside the CERP-related meetings to DISTRICT. Following DISTRICT approval, DISTRICT will subsequently provide the information to CONTRACTOR. The CSC members will receive \$25 per hour for additional work. CSC Co-Chairs will receive an additional stipend of \$300 per month for their additional co-chair duties. DISTRICT will approve stipends prior to disbursement by CONTRACTOR. DISTRICT will pay CONTRACTOR up to \$105,000 to cover stipends. CONTRACTOR shall invoice for stipends on a monthly basis.

CONTRACTOR shall update DISTRICT Community Engagement Manager on a bi-monthly basis with the roster of CSC members receiving stipends. DISTRICT will confirm with CONTRACTOR the CSC members who are eligible for stipends.

Deliverables:

1. Accounting and list of members receiving stipends
2. Roster of stipend eligible CSC members on a bi-monthly basis

### **Task 2.7: Resource Allocation Process and Management**

CONTRACTOR will assist DISTRICT with facilitating the provision of resources directly to community organizations and individuals to support participation in data collection, public education, and outreach activities. Resources may be in the form of stipends, mini-grants, direct payments, goods, services from local businesses, or other agreed upon methods consistent with best practices that provide an appropriate level of accountability of public funds. CONTRACTOR will administer resources as agreed upon and as directed by DISTRICT.

Deliverables:

1. Summary of resource allocation, streamlined documentation, best business practices and proposed payment schedule

### **Task 2.8: Contingency**

This task provides a contingency to support other resource allocation methods beyond those identified under Phase 2. Funds can be used for both CONTRACTOR labor and resources for the community as directed by the DISTRICT.

## ATTACHMENT B-5

### COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time and materials basis for completing the tasks outlined in the Scope of Work, up to a maximum amount of \$1,114,080.

**Labor:** DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

Role	Staff	Hourly Rate (Before October 1, 2023)	Hourly Rate (Beginning October 1, 2023)
Principal in Charge	Kate Welty	\$200.00	\$235.00
Project Manager	Ramona McCabe	\$155.00	\$150.00
Project Associate	Maria Meyer	\$105.00	\$125.00
Project Associate	Bridget Brown	N/A	\$120.00
Project Associate	Itzel Pena	N/A	\$110.00
Project Administrator	Lori Maness	N/A	\$125.00
Graphic Designer	Ed Canalin	\$175.00	\$195.00
Graphic Production & Graphic Designer	Madeleine Salem	\$110.00	\$115.00
Digital Engagement	Ryan Mottau	\$160.00	\$175.00
GIS Specialist	Jose Rodriguez	\$155.00	\$175.00
Project Accountant	Demoree Martinez	N/A	\$95.00

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Materials & Administrative Costs:** DISTRICT will pay CONTRACTOR \$262,828 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work (including CONTRACTOR’s travel costs, venue rental, stipends for eligible co-leads and co-chairs, and Steering Committee members, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR’s administrative costs. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 (“Payment”) of this Contract.

Following execution of Amendment No. 6 DISTRICT will pay CONTRACTOR up to \$105,000 to cover additional stipends for eligible CSC participants of monthly steering committee meetings, committees, and Ad Hocs. Any changes to this amount must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred.

Task	Description	Average Cost per meeting/ month	Not to Exceed
2.3 Steering Committee Meeting Logistics	Stipends	CSC members to receive \$25 per hour /per eligible* member for all related CERP meetings. Additional Stipend for Co-Chairs \$300 CSC eligible* members will receive \$125 per CSC meeting (10 meetings)	\$105,000

**Materials & Administrative Costs:** Following execution of Amendment 6 DISTRICT will pay CONTRACTOR up to an additional \$100,000 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work in (including CONTRACTOR’s travel costs, venue rental, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR’s administrative costs in accordance with Table 1 below. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 (“Payment”) of this Contract. Any changes to these amounts must be approved in writing by DISTRICT in advance.

**Table 1:**

No.	Task	Description	Average Cost per meeting/ month	Not to Exceed
1	2.3 Steering Committee Meeting Logistics	Procure and provide food and refreshments	\$900	\$9,000
2	2.3 Steering Committee Meeting Logistics	Travel reimbursement	\$50 per person	\$5,000
3	2.3 Steering Committee Meeting Logistics	Booking venue	\$2,500	\$15,000.00 for 6 meetings
4	2.3 Steering Committee Meeting Logistics	Translation (ION), closed captioning (REV)	\$2,700 to \$3,200	\$42,000.00
5	2.3 Steering Committee Meeting Logistics	Printing materials		\$9,000
6		Administrative costs	10% of indirect costs	\$20,000
		<b>TOTAL</b>		<b>\$100,000</b>



**Labor Not to Exceed**

<b>Task</b>	<b>Description</b>	<b>Not to Exceed</b>
2.3 Steering Committee Meeting Logistics	Ten meetings with six hybrid (max)	
	Procure and provide food/refreshments.	\$ 6,300
	Facilitate travel reimbursements.	\$6,300
	Booking Venue	\$6,300
	Facilitate translations and interpretation	\$7,400
	Facilitate printing	\$6,300
	Steering Committee Planning	\$23,370
	Steering Committee Logistics (10)	\$26,950
Task 2.4 Post Meeting Support	Produce Meeting Summaries	\$10,400
Task 2.5 Project Management and Coordination	Stipend Management	\$19,450
Task 2.6: Stipend Management	Project Management and Client Coordination	\$22,980
Task 2.7 Resource Allocation Process and Management	Resource Allocation and Process Management	\$14,250
	<b>Labor Budget Total</b>	<b>\$150,000</b>

**Total cost of Contract not to exceed \$1,114,080.**

**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: September 6, 2023

Re: Authorization to Amend Contract with DIFF WORKS, LLC for Videography  
Services

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract amendment for \$100,000 with DIFF WORKS, LLC to provide video production services for a total contract amount not to exceed \$134,000.

BACKGROUND

Last year, the Air District conducted a competitive procurement under RFQ 2022-12 for Video Production Services which resulted in the qualification of DIFF WORKS, LLC (vendor). The Air District engaged the vendor in a \$25,000 contract to provide video production services for the Air District's 2022 annual report website and other projects, and the vendor demonstrated an extensive understanding of the Air District's mission and messaging, and delivered on time and to budget. The contract was additionally extended by \$9,000 to complete a video project for the Diversity Equity and Inclusion group which the vendor completed successfully.

DISCUSSION

Under competitive procurement, RFQ 2022-12 DIFF WORKS, LLC ranked highest among the 9 responding vendors that were evaluated. The scores under the procurement are detailed in Table 1.

Based on the vendor's recent performance, delivery on time to high standards, and based on the competitive procurement conducted under RFQ 2022-12 which ranked the vendor with the highest score, staff are seeking to extend the current contract to allow additional video production services as needed over the next year.

**Table 1**

<b>RFQ 2022-012 - Video Production Services</b>	
<b>Supplier</b>	<b>Total / 60 pts</b>
DIFF WORKS LLC	53.67
Mortarotti-Ramirez Productions	52.67
Techboogie LLC	51.33
MVP: Good People	44
Hurricane Images	41.33
Karl Nielsen Photography	41.33
VideoVets	40.67
AVC Video	36
Adolescent Content	28

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract is included in program budget 301 in Fiscal Year Ending 2024.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Tina Landis  
Reviewed by: Kristine Roselius

ATTACHMENTS:

1. Executed Contract No. 2022.261 - Diff Works LLC
2. Executed Amendment 1 No. 2022.261 - Diff Works LLC
3. Draft Amendment 2 No. 2022.261 - Diff Works LLC

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2022.261**

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 **Diff Works, LLC** (“CONTRACTOR”) whose address is 4329 Rilea Way, #C, Oakland, CA 94605.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.

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

6. TERMINATION

A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.

B. Either party may terminate this Contract for breach by the other party.

- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$25,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
  - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
  - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
  - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.

- B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Diff Works, LLC  
4329 Rilea Way, #C  
Oakland, CA 94605  
Attn: Lamont Harper

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- C. CONTRACTOR shall assign those employees listed in the General Description of Services to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.



- D. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

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

18. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not

Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.

19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
20. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
21. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
22. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DIFF WORKS, LLC

By: DocuSigned by:  
Sharon Landers  
7180203A08BE42D  
Sharon Landers  
Interim Executive Officer/APCO

By: Lamont Harper  
Lamont Harper  
COO

Date: 11/8/2022

Date: 10/28/22

Approved as to form:  
District Counsel

By: DocuSigned by:  
Alexander Crockett 11/1/2022  
B5AE1A26FCA4453  
Alexander G. Crockett  
District Counsel

**Attachment A**  
**General Description of Services**

Pursuant to Task Orders issued under this Contract, CONTRACTOR shall provide creative videography and production services at the request and direction of DISTRICT.

All services provided under this Contract will be billed according to the rates in the table below.

<b>ASSIGNED PERSONNEL</b>	<b>HOURLY RATE</b>
Cory TK Campbell	\$180.00
Lamont Harper	\$180.00
Christopher Nechodom	\$135.00
Vivian Jalapit	\$90.00
Orion Drake	\$90.00
Greg Thompson	\$90.00

<b>IN-HOUSE SERVICES</b>	<b>HOURLY RATE</b>
Meetings & Strategy	\$135.00
Creative Direction	\$180.00
Storyboarding	\$90.00
Photography	\$225.00
Photo Editing	\$135.00
Video Editing	\$180.00
Video Editing Assistance	\$108.00
Color Correcting	\$135.00
Sound Design	\$90.00
Animation / Motion GFX	\$90.00
Graphic Design / Illustration	\$90.00

The following fees and expenses are estimates based on current average pricing in the region as of the date of Contract execution. All fees and expenses listed below are subject to change depending on source and availability at the time of any given project. These fees will only be applied individually or in tandem if deemed necessary based on the Scope of Work of each Task Order.

<b>HIRED SUPPORT STAFF</b>	<b>DAY RATE</b>
Producer	\$1500.00
Production Manager	\$1000.00
Production Coordinator	\$800.00
Production Assistant	\$250.00
Locations Scout / Manager	\$600.00
Locations Assistant	\$300.00
Director	\$2000.00
1st Assistant Director	\$1200.00
2nd Assistant Director	\$800.00
Director of Photography	\$1500.00
Camera Operator	\$750.00
1st Assistant Camera	\$600.00
2nd Assistant Camera	\$400.00
Art Director	\$1000.00
Set Builder / Carpenter	\$500.00
Art PA / Set Dresser	\$300.00
Gaffer	\$800.00
Best Boy Electric	\$500.00
Key Grip	\$600.00
Grip	\$500.00
Sound Mixer	\$500.00
Boom Operator	\$300.00
Wardrobe Stylist	\$600.00
Wardrobe Assistant	\$250.00
Hair Stylist	\$600.00

<b>HIRED SUPPORT STAFF</b>	<b>DAY RATE</b>
Make Up Artist	\$600.00
Photographer (includes Equipment)	\$1500.00

<b>HIRED TALENT</b>	<b>DAY RATE</b>
Casting Director	\$800.00
Talent Coordinator	\$500.00
Principal Actor	\$500.00
Stand-Ins	\$200.00
Extras	\$150.00
Model	\$300.00
Voice Actor	\$300.00

<b>EQUIPMENT RENTALS</b>	<b>DAY RATE</b>
Camera Body Package (4K mirrorless or 4K camcorder with Batteries)	\$150.00
Lens Package (16mm, 24mm, 50mm, 85mm)	\$200.00
Lens - Zoom (24-70mm or 70-200mm)	\$125.00
Drone (DJI Inspire 2)	\$500.00
Drone (DJI Phantom 4 Pro)	\$250.00
Drone Gimbal	\$150.00
Drone Lens (16mm, 24mm, 35mm, or 50mm)	\$100.00
Drone Controller (DJI Smart Controller)	\$200.00
Drone Battery Station Bundle (with 12 Back-Up Batteries)	\$150.00
Drone Media Card Bundle (13x 4TB Cards with Reader)	\$300.00
Monitor (DJI CrystalSky Ultra Bright 7.85 Inch)	\$150.00
Reference Monitor Bundle (Wireless Transmitter/Receiver and Monitor)	\$100.00
DJI Ronin Stabilizer	\$50.00
SteadyCam Stabilizer Arm	\$85.00

<b>EQUIPMENT RENTALS</b>	<b>DAY RATE</b>
Audio Mixer	\$100.00
Boom Microphone Bundle (Boom, Mic, and Wind Protector Shield)	\$150.00
Wireless Lavalier Microphone (Transmitter, Receiver, and Mic)	\$75.00
Light (Beauty Dish with Soft Box and Stand)	\$100.00
Light (LED Panel with Stand)	\$55.00
Tripod (with Cinema Head)	\$45.00
C-Stands	\$25.00
Flags / Scrims Package	\$100.00
Expendables (Grip tape, Gel rolls, Paper Roll, etc)	TBD

<b>PRODUCTION COSTS</b>	<b>DAY RATE</b>
Production Radios (Kit of 6 radios with headsets)	\$100.00
Production Cargo Van	\$200.00
Passenger Van	\$150.00
Gasoline	TBD
Production Insurance	\$250.00
Permits	TBD
Location Fees	TBD



**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.261**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 11, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Diff Works, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for videography and production services (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 28, 2022, and on behalf of DISTRICT on November 8, 2022.
2. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide and complete those services.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$25,000” with “\$34,000”
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

DIFF WORKS, LLC

By: DocuSigned by:  
Sharon Landers  
7180203A08BE42D  
Sharon L. Landers  
Interim Executive Officer/APCO

By: Lamont Harper  
Lamont Harper  
COO

Date: 2/15/2023

Date: 1/30/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
Alexander Crockett 2/15/2023  
B5AF1A28FC4453  
Alexander G. Crockett  
District Counsel

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.261**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 15, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Diff Works, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for videography and production services (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 28, 2022, and on behalf of DISTRICT on November 8, 2022.
2. The PARTIES entered into Amendment No. 1 dated January 11, 2023, for reference purposes only, to amend the total cost of the Contract.
3. The PARTIES seek to amend the term, total cost, and General Description of Services of the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR, and CONTRACTOR desires to provide to continue to provide those services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now October 31, 2024
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$34,000” with “\$134,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, General Description of Services, with the attached “Attachment A-1, General Description of Services” and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, General Description of Services.

4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DIFF WORKS, LLC

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Lamont Harper  
COO

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

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

Pursuant to Task Orders issued under this Contract, CONTRACTOR shall provide creative videography and production services at the request and direction of DISTRICT.

All services provided under this Contract will be billed according to the rates in the table below.

<b>PERSONNEL</b>	<b>HOURLY RATE (ALL-INCLUSIVE)</b>
Principal	\$180.00
Project Manager	\$180.00
Project Professional	\$135.00
Clerical	\$90.00
<b>IN-HOUSE SERVICES</b>	
	<b>HOURLY RATE</b>
Closed Captioning (\$7 Per Minute)	\$420.00
Creative Direction	\$200.00
Storyboarding	\$100.00
Photography	\$250.00
Photo Editing	\$150.00
Video Editing	\$200.00
Video Editing Assistance	\$120.00
Color Correcting	\$150.00
Sound Design	\$100.00
Animation / Motion GFX	\$100.00
Graphic Design / Illustration	\$100.00
Meetings & Strategy	\$150.00

HIRED SUPPORT STAFF	DAY RATE
Producer	\$1500.00
Production Manager	\$1000.00
Production Coordinator	\$800.00
Production Assistant	\$250.00
Locations Scout / Manager	\$600.00
Locations Assistant	\$300.00
Director	\$2000.00
1st Assistant Director	\$1200.00
2nd Assistant Director	\$800.00
Director of Photography	\$1500.00
Camera Operator	\$750.00
1st Assistant Camera	\$600.00
2nd Assistant Camera	\$400.00
Art Director	\$1000.00
Set Builder / Carpenter	\$500.00
Art PA / Set Dresser	\$300.00
Gaffer	\$800.00
Best Boy Electric	\$500.00
Key Grip	\$600.00
Grip	\$500.00
Sound Mixer	\$500.00
Boom Operator	\$300.00
Wardrobe Stylist	\$600.00
Wardrobe Assistant	\$250.00
Hair Stylist	\$600.00
Make Up Artist	\$600.00
Photographer (includes Equipment)	\$1500.00

HIRED TALENT	DAY RATE
Casting Director	\$800.00
Talent Coordinator	\$500.00
Principal Actor	\$500.00
Stand-Ins	\$200.00
Extras	\$150.00
Model	\$300.00
Voice Actor	\$300.00

EQUIPMENT RENTALS	DAY RATE
Black Magic 6K Pro (Batteries & Accessories)	\$500.00
Camera Body Package (4K mirrorless or 4K camcorder with Batteries)	\$150.00
Lens Package (16mm, 24mm, 50mm, 85mm)	\$200.00
Dzofilm Vespider 40mm Lens	\$150.00
Dzofilm Vespider 16mm Lens	\$150.00
Lens - Zoom (24-70mm or 70-200mm)	\$125.00
Drone (DJI Inspire 2)	\$500.00
Drone (DJI Mavic 3 Pro Cine)	\$350.00
Drone (DJI Phantom 4 Pro)	\$250.00
Drone Gimbal (DJI Inspire 2)	\$150.00
Drone Batteries	\$25.00
Drone Lens (16mm, 24mm, 35mm, or 50mm)	\$100.00
Drone Controller (DJI Smart Controller)	\$200.00
Drone Battery Station Bundle (with 12 Back-Up Batteries)	\$150.00
Drone Media Card Bundle (13x 4TB Cards with Reader)	\$300.00
Monitor (DJI CrystalSky Ultra Bright 7.85 Inch)	\$150.00
Reference Monitor Bundle (Wireless Transmitter/Receiver and Monitor)	\$100.00
DJI Ronin Stabilizer	\$50.00
SteadyCam Stabilizer Arm	\$85.00

<b>EQUIPMENT RENTALS</b>	<b>DAY RATE</b>
Audio Mixer	\$100.00
Boom Microphone Bundle (Boom, Mic, and Wind Protector Shield)	\$150.00
Wireless Lavalier Microphone (Transmitter, Receiver, and Mic)	\$75.00
Light (Beauty Dish with Soft Box and Stand)	\$100.00
Light (LED Panel with Stand)	\$55.00
Tripod (with Cinema Head)	\$45.00
C-Stands	\$25.00
Flags / Scrims Package	\$100.00
Expendables (Grip tape, Gel rolls, Paper Roll, etc)	TBD

<b>PRODUCTION COSTS</b>	<b>DAY RATE</b>
Production Radios (Kit of 6 radios with headsets)	\$100.00
Production Cargo Van	\$200.00
Passenger Van	\$150.00
Gasoline	TBD
Production Insurance	\$250.00
Permits	TBD
Location Fees	TBD



**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: September 6, 2023

Re: Authorization to Execute Lease Amendments for Compliance and Enforcement Field  
Office Space in Richmond

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute amendments to the Air District's lease agreement with Teagarden Business Center, LLC and Marina Bay Crossing, to extend the terms of the lease for a five year period effective November 1, 2023 through October 31, 2028 in an amount not to exceed \$324,033.95 between Fiscal Year Ending (FYE) 2024 and FYE 2029.

BACKGROUND

The Air District's Compliance and Enforcement (C&E) Division ensures companies comply with air quality rules and regulations by offering education, guidance, and technical assistance. As part of the Compliance and Enforcement Division, inspection staff are assigned positions throughout the nine (9) Bay Area Counties and are responsible for verifying that companies are complying with regulations, investigating air quality complaints, and incidents. The C&E field office that is being leased at 845 Marina Bay Parkway, Richmond, CA is equipped with all supplies and instrumentation required by inspection staff, ensures staff remain in close proximity to their assigned regions, and allows for prompt response to community complaints and major facilities (specifically Chevron Richmond Refinery). The lease agreement for this office space was initially signed in 2007.

DISCUSSION

The existing lease agreement with Teagarden Business Center, LLC and Marina Bay Crossing will expire on October 31, 2023. The Board is requesting to authorize the Executive Officer/APCO to execute a five-year lease extension, effective November 1, 2023 through October 31, 2028 (Attachment 1 – Lease Amendment). As mentioned in the Recommended Actions above, the lease payment over that five-year timeframe (FYE 2024 – FYE 2029) in an amount not to exceed \$324,033.95. Table 1 below summarizes the estimated monthly and annual cost for each year of the amended lease.

Table 1: Monthly and Annual Rental Costs November 1, 2023 – October 31, 2028

Lease Period	Total Monthly Cost*	Total Annual Cost*
11/1/2023 – 10/31/2024	\$5,159.44	\$61,913.28
11/1/2024 – 10/31/2025	\$5,276.44	\$63,317.28
11/1/2025 – 10/31/2026	\$5,396.95	\$64,763.40
11/1/2026 – 10/31/2027	\$5,521.08	\$66,252.90
11/1/2027 – 10/31/2028	\$5,648.92	\$67,787.09

\*Total Monthly and Annual Costs including CAM Charges of \$1,259.44 per month.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The lease payments for fiscal year 2023-24 are included in the FYE 2024 Compliance and Enforcement Division. Future lease payments for the remaining years of the lease agreement will continue to be included in future proposed budgets.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Jeff Gove  
Reviewed by: Veronica Eady

ATTACHMENTS:

1. Original Executed Lease Agreement - 2007
2. Proposed Draft Contract Amendment No. 6 - 2023

CONFIRMATION OF COMMENCEMENT DATE

This Confirmation of Commencement Date relates to the Lease Agreement ("Lease") dated May 1, 2007, by and between Marina Bay Crossing, LLC, A California Limited Liability Company ("Owner") and the Bay Area Air Quality Management District ("Tenant") covering Suite 6 located at 845 Marina Bay Parkway, Richmond, CA 94804 ("Premises").

Pursuant to Section 2.01 of the Lease, which defines the Commencement Date of the Lease as either "the Target Commencement Date specified in the Basic Lease Provisions or such later date as the Owner substantially completes the improvements to be constructed/installed by the Owner . . . described on Exhibit D" and which requires that "[w]ithin thirty (30) days after the Commencement Date, the parties hereto shall confirm the Commencement Date and Expiration Date of this Lease in writing", Owner and Tenant confirm as follows:

- 1. Under the provisions of the Lease, the Commencement Date of the Lease is September 12, 2007, and the Expiration Date of the Lease is September 11, 2017.

IN WITNESS WHEREOF, Owner and Tenant have caused this Confirmation of Commencement Date to be duly executed on their behalf by their authorized representatives.

OWNER:

Marina Bay Crossing, LLC  
A California Limited Liability  
Company

By: S.M.B.  
MANAGER

Date: 10/16/07

TENANT:

Bay Area Air Quality Management District

By: B.C.B. FOR  
Jack P. Broadbent  
Executive Officer/APCO

Date: October 10, 2007

Approved as to form:  
District Counsel

By: Todd Goumbert  
Brian C. Bunger FOR  
District Counsel

**STANDARD BUILDING LEASE—TRIPLE NET**

THIS LEASE AGREEMENT is made this 1st day of May, 2007, between Marina Bay Crossing, LLC, a California Limited Liability Company, ("Owner"), and Bay Area Air Quality Management District ("Tenant").

**LEASE OF PREMISES**

The Owner hereby leases to the Tenant and the Tenant hereby leases from the Owner, subject to the terms and provisions of this Lease, including the General Provisions hereafter set forth and the Exhibits hereafter identified and attached hereto, those certain premises (hereafter "Premises") shown and described on "Exhibit B" attached hereto and made a part hereof, which Premises are located in that certain building shown on Exhibit "A" attached hereto and made a part hereof and described in Section 1 of the Basic Lease Provisions below. As used in this Lease, reference to the "Building" shall mean the whole of the building structure, parking areas, landscaping and other improvements, together with the underlying land.

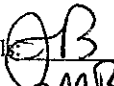
**BASIC LEASE PROVISIONS**

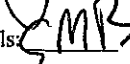
- 1. Project Name: The Crossing at Marina Bay. The Project consists of three buildings, designated as Buildings A, B, and C.
- 2. Premises Address: The street address of Building A is 845 Marina Bay Parkway, Richmond, California 94804.
- 3. Project Rentable Area: 79,624 square feet
- 4. Description of Leased Premises: A portion of Building A in the above-referenced Project, consisting of approximately 2,422 rentable square feet of floor area and commonly known as Suite 6, as shown on Exhibit B attached hereto.
- 5. Premises Percentage: Three point zero percent (3.3 %) (Section 3.03).
- 6. Base Annual Rent Twenty-Seven Thousand Six Hundred Ten and 80/100 Dollars (\$27,610.80).
- 7. Monthly Rental Installments: Base Rent: Two Thousand Three Hundred and 90/100 Dollars (\$2,300.90) per month. (Section 3.02)  
  
Initial Monthly Estimated Building Operating Expenses: Five Hundred Eighty-Six Dollars and Twelve Cents (\$586.12) (\$0.242 per square foot) (Section 3.03).

Tenant Initials: OB

Owner Initials: MB

8. **Base Rent Adjustment:** The initial base rent will apply for the first twelve (12) months of the lease term. Base rent for each succeeding twelve (12) month term shall be adjusted by changes in the Consumer Price Index (specified in Exhibit G hereto.)
9. **Initial Lease Term:** The term of the lease will be for an initial period of ten (10) years.
10. **Target Commencement Date:** The term of the lease will commence on July 1, 2007 if the tenant improvements are completed by that date, and if not, upon later substantial completion of tenant improvements.
11. **Option to Renew:** Tenant shall have one (1) option to renew the lease for an additional five (5) year term at the then fair market value rent. In no event shall the rental rate be lower than the rental for the last month of the initial term. (Exhibit H).
12. **Security Deposit:** Two Thousand Eight Hundred Eighty-Seven Dollars and 12/100 Dollars (\$2,887.02), payable at lease execution.
13. **Prepaid Rent:** Two Thousand Eight Hundred Eighty-Seven Dollars and 12/100 Dollars (\$2,887.02), payable at lease execution.
14. **Addresses for Delivery of Notices:**
- To Owner:  
Marina Bay Crossing, LLC  
101 Linden Street  
Oakland, CA 94607
- With copy to:  
Rafanelli, Nahas & Ambrose  
1 Bates Boulevard, Suite 200  
Orinda, CA 94563
- Owner's authorized manager of the Property is:  
GMB Realty Partners  
101 Linden Street, Oakland, CA 94607  
Telephone: 510-550-7447
- To Tenant:  
To the premises.
15. **Address for Payment of Rent:** Marina Bay Crossing, LLC  
c/o GMB Realty Partners, Inc.  
101 Linden Street  
Oakland, CA 94607

Tenant Initials: 

Owner Initials: 

16. Use (Article 7):

Tenant may use premises for general office and light warehouse space.

Exhibits Attached:

- Exhibit A (Site Plan)
- Exhibit B (Premises Plan)
- Exhibit C (Rules and Regulations);
- Exhibit D (Tenant Improvements)
- Exhibit E (Commencement and Expiration)
- Exhibit F (Sign Criteria)
- Exhibit G (Additional Annual Rent)
- Exhibit H (Option to Renew)
- Exhibit I (Additional Insureds)
- Exhibit J (Parking)

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing provisions and the General Provisions and Exhibits attached, as of the date first above written.

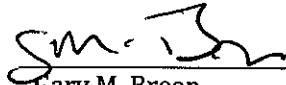
**ACCEPTED & APPROVED**  
**Owner**

**ACCEPTED & APPROVED**  
**Tenant**

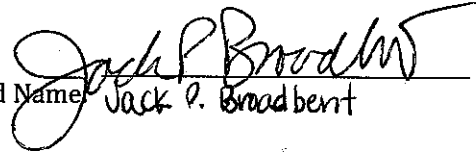
**MARINA BAY CROSSING, LLC**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

By:  
Printed  
Name:

  
Gary M. Breen

By:  
Printed Name:

  
Jack P. Broadbent

Title:

Co-Manager

Title:

Executive Officer/APCO

Date:

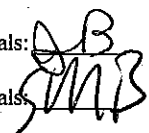
5/2/07

Date:

5/1/07

Tenant Initials:

Owner Initials:



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## GENERAL PROVISIONS

### SECTION 1: PREMISES AND COMMON AREAS

1.01. **Premises.** The Premises subject to this Lease shall be that portion of the Building as shown on Exhibit B extending from the top surface of the subfloor to the bottom surface of the ceiling above, but excluding any common stairways, stairwells, hallways, access ways, pipes, ducts, conduits, wires and appurtenant fixtures serving exclusively or in common with other parts of the Building. The Tenant acknowledges that the Rentable Area of the Premises as set forth in No. 4 of the Basic Lease Provisions includes a pro-rata portion of the interior common areas in the Building. The Tenant accepts the Premises "as is" and, except as described on Exhibit D attached hereto and made a part hereof, the Owner shall have no responsibility to construct or pay for any tenant or other improvements in the Premises.

1.02. **Common Areas.** Subject to reasonable rules from time to time made by the Owner and delivered to the Tenant, the Tenant shall have the right to use in common with the Owner and other tenants the following (hereafter "Common Areas"):

- (a) **Building Common Area.** The common stairways, access ways and passage ways and the common pipes, ducts, conduits, wires and appurtenant equipment serving the Premises.
- (b) **Floor Common Area.** If the Premises include less than the entire gross leaseable area of any floor, the common lobbies, hallways, lavatories and other common facilities.
- (c) **Land Common Area.** Common walkways, interior and exterior window surfaces, sidewalks and driveways necessary for access to the Building, landscaping and the parking lot appurtenant to the Building.

The Tenant shall neither temporarily nor permanently place or store any materials, supplies, equipment or other property in the Common Areas.

1.03. **Owner's Reserved Rights in Common Areas.** The Owner reserves the right, from time to time, without unreasonable interference with the Tenant's occupancy, to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling, surfaces, below the floor surfaces, within the walls and in the central core areas and to expand the Building.

1.04. **Parking.** The Tenant shall be entitled to park in common with other tenants of the Building in the parking facilities provided for all tenants of the Building. Tenant shall be entitled to the number of nonassigned parking stalls as stated on Exhibit J to this lease attached hereto and made a part hereof.

### SECTION 2: TERM

2.01. **Initial Term.** The Initial Term of this Lease as set forth in the Basic Lease Provisions shall commence on the Target Commencement Date specified in the Basic Lease Provisions or such

Tenant Initials:                     

Owner Initials:

later date as the Owner substantially completes the improvements to be constructed/installed by the Owner, if any, described on Exhibit D (hereafter "Commencement Date"). If the Tenant is to construct/install all of the tenant improvements within the Premises, and such is so specified on Exhibit D, the Commencement Date shall be the Target Commencement Date unless the delay in the completion of the tenant improvements is extended under Section 17.14, below, or caused by the failure of the Owner to timely deliver the Premises to the Tenant. If the Commencement Date is other than the first day of a calendar month, the Initial Term shall be computed from the first day of the calendar month next succeeding the Commencement Date. Within thirty (30) days after the Commencement Date, the parties hereto shall confirm the Commencement Date and Expiration Date of this Lease in writing.

2.02. **Option to Renew.** If an option(s) to renew the term of this Lease is indicated in the Basic Lease Provisions, Tenant shall have the option(s) to renew the term of this Lease for the renewal period(s) so indicated, each such renewal period to commence following the expiration of the then current term and to be upon the terms, conditions, covenants and provisions set forth on "Exhibit H" attached hereto and made a part hereof.

### SECTION 3: RENT

3.01. **Security Deposit.** The security deposit paid by the Tenant to the Owner shall be held by the Owner as security for the faithful performance by the Tenant of the terms and conditions of this Lease. In the event of the Tenant's default hereunder including, but not limited to, the obligation to pay rent, the Owner may, but shall not be required to, use or retain all or any portion of the security deposit for the payment of rent or any other sum in default or for the payment of any amount which the Owner may spend by reason of the Tenant's default, or to compensate the Owner for other loss or damage suffered by the Owner by reason of the Tenant's default. If any portion of the security deposit is so used or applied, the Tenant shall within ten (10) days after written demand therefore deposit cash with the Owner in an amount sufficient to restore the security deposit to its original amount. The Owner shall not be required to maintain the security deposit separate from the Owner's general funds and the Tenant shall not be entitled to interest on such deposit. If the Tenant fully performs the obligations under this Lease, the security deposit (or balance thereof) shall be returned to the Tenant within thirty (30) days after the Tenant vacates the Premises following the expiration of this Lease, less any sums required to reimburse the Owner for sums expended to place the Premises in the condition required under Section 16, below. If the Owner sells the Building, the Owner shall transfer the security deposit to the Owner's successor in interest and the Owner shall thereupon be released by the Tenant from all liability for the return of the security deposit and the Tenant agrees to look solely to the successor to the Owner for the return thereof.

3.01. **Rent.** The Tenant shall pay to the Owner, without deduction or off-set, the Basic Annual Rent for the Premises specified in the Basic Lease Provisions, in equal monthly installments on the first (1st) day of each calendar month, in advance, commencing 60 days after the Commencement Date, during which period of time Tenant may install its fixtures, telephone and data wiring and other improvements necessary to Tenant's operations. Basic Annual Rent for any period less than a full calendar month shall be pro-rated on a per diem basis. The Basic Annual Rent shall be escalated as provided in "Exhibit G" attached hereto and made a part hereof.

3.02. **Additional Rent.** The Tenant shall reimburse the Owner, as additional rent, for the

Tenant Initials

Owner Initials

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Tenant's proportionate share ("Premises Percentage") of the Building Operating Expenses (hereafter defined) paid or incurred by the Owner. The Tenant's Premises Percentage of the Building Operating Expenses shall be determined by multiplying the total of the Building Operating Expenses by the Tenant's Premises Percentage set forth in the Basic Lease Provisions. All amounts payable by the Tenant under this Section as Building Operating Expenses may be estimated and shall be paid in equal monthly installments in advance at the same time and place as provided herein for the payment of the Annual Rent. Such payment shall initially be equal to one-twelfth (1/12th) of the total of the Owner's reasonable estimate of the Building Operating Expenses for the calendar year, adjusted to reflect the Owner's reasonable estimate of anticipated increases or decreases in the Building Operating Expenses. Within one hundred twenty (120) days of the end of each calendar year, the Owner shall determine the actual amount of the Building Operating Expenses for the immediately preceding year and furnish the Tenant with a copy of such calculation, including a calculation of the Tenant's proportionate share. If the amount paid by the Tenant for that year exceeds the Tenant's proportionate share, the Tenant shall be given a credit against the next Building Operating Expenses payment(s) due from the Tenant or a refund, if the term of the Lease has expired. If the amount paid by the Tenant for that year is less than the Tenant's proportionate share of the Building Operating Expenses, the Tenant shall pay to the Owner the deficit within thirty (30) days of receipt of the calculation. Appropriate adjustment shall be made for any period of less than one (1) full year.

The term "Building Operating Expenses" as used herein shall include all costs of operation of the Building and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration but not limitation: real and personal property taxes and the Owner's expenses in contesting any such taxes by appropriate legal proceedings; water and sewer charges; insurance premiums; electricity, gas and other utility services used in connection with the operation of the Building, including the Common Areas; lighting; janitorial, maintenance and repair with respect to the exterior of the Building, including signage not installed by a tenant; trash removal and recycling; general maintenance, repair and replacement of the equipment, components, facilities and improvements in the Building and the Common Areas; security services for the Building and the Common Areas; landscaping maintenance and replacement; parking lot maintenance, upkeep, repair, seal-coating, resurfacing, policing, sweeping and cleaning, painting, restriping; Owners Association assessments; alterations required by applicable law or codes or to protect the health and safety of the tenants and other persons using the Building and the Common Areas; and management fees and costs incurred by Owner in connection with the management of the building.

The failure of the Tenant to pay the Tenant's Premises Percentage of the Building Operating Expenses within the time provided in this Lease shall constitute a default under the terms hereof in like manner as the failure of the Tenant to pay the Basic Annual Rent when due.

Notwithstanding any other provision of this Lease, the actual Building Operating Expenses payable by Tenant in the first year of the lease shall not exceed the initial estimated expenses of \$0.258 per square foot per month by more than six per cent (6%), and subsequent increases in Building Operating Expenses shall not exceed the prior amount by more than six per cent (6%).

3.03. **Late Charges.** The Tenant acknowledges that the late payment of rent to the Owner will cause the Owner to incur costs not contemplated by this Lease, the exact amount of which the Owner is not capable of determining. Accordingly, if any monthly installment of the Basic Annual Rent (including the Tenant's Premises Percentage of the Building Operating Expenses) shall not be

Tenant Initials

Owner Initials

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received by the Owner within ten (10) days after its due date, the Tenant shall pay to the Owner a late charge equal to ten percent (10%) of such overdue rent. Further, and in addition to any late charges, any sums (including rent) payable by the Tenant to the Owner under the terms of this Lease which shall be past due for a period of thirty (30) or more days, shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Acceptance of a late charge by the Owner or interest on overdue amounts shall not constitute a waiver of the Tenant's default with respect to such overdue amount nor prevent the Owner from exercising any other rights or remedies granted hereunder. No payment by the Tenant of an amount less than that then due shall be deemed or construed other than a part payment on account of the most recent rent due nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

3.04. **Place of Payment.** Until otherwise directed by the Owner in writing, the Tenant shall deliver all notices and pay all Basic Annual Rent and other amounts due under this Lease to the Owner at the address for the Owner set forth in the Basic Lease Provisions.

#### SECTION 4: USE OF PREMISES

4.01. **Use.** The Tenant shall use the Premises for general office and light warehouse purposes only. Any different use by the Tenant shall first require the prior written consent of the Owner. The Tenant's use of the Premises shall be in full compliance with all statutes, ordinances, rules, regulations and laws applicable to the Premises and in a manner which shall not result in a nuisance to or unnecessary disturbance of other tenants of Building. In the Tenant's use of the Premises, the Tenant shall not use, store or dispose of any substance which is classified or defined as "hazardous" or "toxic" under any federal, state or local law, statute, ordinance or regulation, except for de minimis amounts of calibration gases, propane and diesel. If the Premises or the Building become contaminated by reason of the Tenant's breach of the Tenant's obligations contained in this Section, the Tenant shall indemnify, defend, save and hold the Owner harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including consequential damages that may result from such contamination, including but not limited to loss of rent and a decrease in value of the Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by the Tenant. This indemnification includes, without limitation, any and all costs paid or incurred by the Owner because of any investigation of the Premises, and/or any cleanup, removal or restoration required by applicable Laws or mandated by any federal, state or local governmental agency or entity, provided that the hazardous substance(s) are present as a result of the negligence (misfeasance or nonfeasance), willful misconduct or other acts of the Tenant. Without limitation of the foregoing, if the Tenant causes or permits the presence of any hazardous substance(s) on the Premises and such results in contamination of the Premises, the Tenant shall promptly, at the Tenant's sole expense, take any and all necessary action to return the Premises to the condition existing prior to the presence of any such hazardous substance(s) on the Premises. The Tenant shall first obtain the Owner's approval of any such remedial action. The indemnification obligations of the Tenant as set forth herein shall survive the expiration or earlier termination of this Lease. The Tenant shall comply with all rules and regulations of the National Fire Protection Association, the applicable Fire Rating Bureau and any similar body. The Tenant shall not maintain any item or do anything in or about the Premises which would cause the increase of insurance rates or make such insurance unobtainable. If the Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, the Tenant

Tenant Initials: OB

Owner Initials: SMB

shall pay for all necessary changes to comply with the requirements of insurers, the providing utility company and any governmental authorities having jurisdiction thereover. The Tenant shall not use the Premises in any manner which would constitute waste. No cooking shall be allowed on the Premises, except heating or reheating of foods ordinarily anticipated in an office environment.

4.02. **Suitability.** The Tenant acknowledges that the Owner (including any agent of the Owner) has not made any representation or warranty with respect to the Premises or concerning their suitability for the uses intended by the Tenant. The Tenant agrees that the Owner has not agreed to undertake any modification, alteration or improvement of the Premises except as provided on Exhibit D. The taking of possession of the Premises by the Tenant shall conclusively establish that the same were at that time in a satisfactory condition unless within thirty (30) days after the date of possession the Tenant gives to the Owner a written notice specifying in reasonable detail items which are defective or in an unsatisfactory condition.

4.03. **Improvements by Tenant - Obligations of Tenant.** If the Tenant is to construct/install any of the tenant improvements in the Premises, the obligations of the Tenant set forth in Articles 7, 8 and 9 of this Lease shall commence and be in force and effect from and after the date the Tenant, or the Tenant's employees, contractors or agents, take possession of the Premises, notwithstanding that the Commencement Date is later than the date of said possession.

#### **SECTION 5: UTILITIES AND SERVICES**

5.01. **Owner's Obligations.** With respect to the Common Areas and exterior of the Building, the Owner shall provide all utilities and services, including janitorial and maintenance of the parking lot and sidewalks, maintenance of the landscaped areas, and the removal of trash and rubbish deposited in the manner and in the location designated by the Owner; provided that the costs and expenses incurred by the Owner in connection therewith shall be included in the Building Operating Expenses as provided in Section 3.03 hereof.

5.02. **Tenant's Obligations.** From and after the date the Owner delivers possession of the Premises to the Tenant and continuing through the term of this Lease, the Tenant shall pay all charges for electricity, natural gas, water, telephone service, security alarm system, if any, janitorial services with respect to the interior of the Premises, including the replacement of all light bulbs, tubes, ballasts and starters as needed, and all other charges for services or utilities of whatsoever kind or nature used in, upon or about the Premises by Tenant or any of its contractors, subtenants, licensees or concessionaires. In the event that any utility or similar service used or consumed by the Tenant on the Premises is not separately metered and/or billed to the Tenant, the Tenant shall pay a portion thereof determined by prorating the cost thereof to all tenants who use or consume the utility or service based on the square footage within the tenants' premises served thereby. The Owner shall not be liable for any failure to furnish or the limitation on furnishing any utilities to the Premises when such is the result of accidents, strikes, lockouts, government action, shortages or conditions beyond the Owner's control and the Tenant shall not be entitled to any damages nor shall any such failure relieve the Tenant of the obligation to pay the full rent reserved herein or constitute a constructive or other eviction of the Tenant.

In addition, the Tenant shall pay the Tenant's Premises Percentage of the Building Operating Expenses as provided in Section 3.03, above.

Tenant Initials

Owner Initials

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MTB

Page 8 of 37

**SECTION 6: TAXES**

6.01. **Real Property Taxes.** The Owner shall pay all ad valorem real property taxes levied and assessed against the Building, subject to the obligation of the Tenant to reimburse the Owner for the Tenant's Premises Percentage thereof in the Building Operating Expenses as provided in Section 3.03, above.

6.02. **Personal Property Taxes.** The Tenant shall pay all personal property taxes levied and assessed against the Tenant's fixtures, equipment and other property.

**SECTION 7: INSURANCE**

7.01. **Owner's Insurance.** All insurance maintained by Owner shall be for the sole benefit of Owner and under Owner's sole control.

- (a) **Property Insurance.** Owner agrees to maintain property insurance insuring the Building against damage or destruction due to risks including fire, vandalism and malicious mischief in an amount not less than the replacement cost thereof, in the form and with deductibles and endorsements as selected by Owner. At its election, Owner may instead obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Owner.
- (b) **Optional Insurance.** Owner, at Owner's option, may also carry insurance against loss of rent, in amount equal to the amount of Base Rent and Additional Rent that Owner could be required to abate to all building tenants in the event of condemnation, damage or destruction for a period of twelve months. Owner may also carry such other insurance as Owner may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Owner shall determine. Owner shall not be obligated to insure any furniture, machinery, goods, inventory or supplies which Tenant may keep or maintain in the Premises, or any leasehold improvements, additions or alterations within the Premises.

7.02. **Tenant's Insurance.** Tenant shall procure at Tenant's sole cost and expense and keep in force during this Lease the following insurance issued by an insurance company acceptable to Owner and licensed to do business in the State of California:

- (a) **Commercial General Liability ("CGL") Insurance** written on an occurrence basis, covering the Premises and all operations of Tenant in or about the Premises for bodily injury, property damage and personal injury liability. Tenant's CGL coverage shall be written with limits of not less than Two-Million Dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage); One-Million Dollars (\$1,000,000) for personal injury liability; One-Million Dollars (\$1,000,000) aggregate for products - completed operations; and Two-Million Dollars (\$2,000,000) general aggregate. The general aggregate limit shall apply separately to liability arising in connection with Tenant's use and occupancy of the Premises. Said policy shall provide contractual liability coverage Insuring Tenant's indemnification obligations under this Lease. Said policy shall name the Owner and

Tenant Initials: *JB*

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those other persons and entities named on Exhibit I attached hereto and made a part hereof as additional insureds thereunder. Said policy shall provide that its coverage shall be "primary" and non-contributing with any insurance maintained by Owner and any party holding an interest to which this Lease may be subordinated.

- (b) **Fire Legal Liability Insurance** covering direct physical damage and loss of use of the building for which Tenant is legally obligated in an amount of the full replacement value of the building.
- (c) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employers' Liability Insurance shall be provided in amounts not less than One-Million Dollars (\$1,000,000) each accident for bodily injury by accident; One-Million Dollars \$1,000,000) policy limit for bodily injury by disease; and One-Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) **Property Insurance** on Tenant's Improvements and Betterments on an "all risk" basis, excluding earthquake peril, for one hundred percent (100%) of replacement value.
- (e) **Commercial Auto Liability Insurance** with a combined limit of not less than One-Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- (f) **General Insurance Requirements.** All coverage described in this paragraph shall provide, or shall be endorsed to provide: that said insurance shall not be canceled nor materially reduced unless thirty (30) days prior written notice shall have been given to Owner, and (b) a waiver of all rights of subrogation by the insurance carrier against Owner, its agents, employees and any party holding an interest to which this Lease may be subordinated. Certificate(s) of insurance, along with any required endorsements, evidencing the foregoing coverage requirements shall be delivered to Owner by Tenant before commencement of the term of this Lease and upon renewal of said insurance.

7.03. **Plate Glass.** The Tenant shall be responsible for the maintenance, repair or replacement of any plate glass on or in the Premises, but shall have the option to either insure the risk or to self-insure the same.

7.04. **Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of California. Executed copies of the policies of insurance to be provided by the Tenant, or certificates thereof, shall be delivered to the Owner within ten (10) days after the Commencement Date of the Initial Term of this Lease and thereafter within thirty (30) days prior to the expiration of the term of each policy. All public liability and property damage policies shall contain a provision that the Owner, although named as an additional insured, shall nevertheless be entitled to recover under such policies for any loss occasioned by the Owner, or the employees, agents, contractors or invitees of the Owner. When any

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Owner Initials: 

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such policy shall expire or terminate, a like renewal or additional policy shall be purchased and maintained by the Tenant. All policies of insurance provided by the Tenant shall be written as primary policies, not contributing with or in excess of coverage which the Owner may carry, and shall contain a provision that the insurer shall give to the Owner twenty (20) days' prior notice in writing of any cancellation or lapse or of any reduction in the amounts of insurance.

7.05. **Failure of Tenant to Insure.** In the event the Tenant shall fail to purchase and keep in force any of the insurance required of the Tenant in this Article, the Owner may, but shall not be required to, purchase and keep in force the same, in which event the Tenant shall reimburse the Owner the full amount of the Owner's expense with respect thereto, said reimbursement to be made within ten (10) days after demand for such reimbursement by the Owner. The election by the Owner to purchase said insurance on behalf of the Tenant shall not constitute a curing of the default occasioned by the Tenant's failure nor be an election of remedies otherwise available to the Owner.

7.06. **Waiver of Subrogation.** Any insurance policy carried by either party as required by this Lease shall include a clause or endorsement denying to the insurer a right of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of an injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a clause or endorsement to the extent of the insurance proceeds paid or payable by reason of the injury or loss covered thereby.

7.07. **Non-Liability of Owner.** The Owner shall not be liable for (i) any bodily or personal injury to any person(s) arising from or occurring on the Premises, unless caused by the active negligence or intentional act of the Owner or the Owner's employees, agents or contractors, (ii) any damage to or loss, by theft or otherwise, of property of the Tenant or of others located on the Premises, or (iii) injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place or from dampness. The Tenant assumes the risk of all property kept or stored on the Premises and shall hold the Owner harmless from any claims arising out of damage to the same. The Tenant shall give prompt notice to the Owner in case of fire or accidents on or in the Premises or defects thereon or therein. The Tenant agrees to indemnify, defend and hold the Owner harmless from any and all claims of and damages for such bodily and personal injury and property loss.

#### **SECTION 8: MAINTENANCE AND REPAIR**

8.01. **Owner's Obligations.** The Owner shall be responsible for any structural repairs to the Building, and the exterior walls and roof of the Building, and for any repairs or maintenance of the Common Areas. As used herein, "exterior walls" shall not be deemed to include store front(s), plate glass, including window frames, doors and appurtenances. In addition, the Owner shall be responsible for any maintenance and repairs to any portion of the Premises and/or the mechanical equipment which maintenance or repairs are covered by any warranty owned by the Owner. The Owner shall be under no obligation to make any repairs, alterations, replacements or improvements to and upon the Premises or the mechanical equipment or facilities that exclusively serve the Premises except as provided in this Lease. It is further understood and agreed that the Owner shall not be required to make repairs or perform any maintenance with respect to the Building, the Premises and/or the mechanical equipment or facilities necessitated by the negligence or

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intentional act of the Tenant (or anyone claiming under the Tenant), or by reason of the failure of the Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions or improvements made by the Tenant or anyone claiming under the Tenant. The Tenant shall, at the Tenant's sole cost and expense, repair any and all damage to those portions of the Building, the Premises or the Common Areas to be repaired or maintained by the Owner resulting from the acts or omissions of the Tenant, the Tenant's employees, agents, contractors, licensees or invitees. The Owner retains the option of having the Owner's contractor repair and maintain the sprinkler system, if any, in the Premises at the Tenant's expense. The Owner shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of the Owner unless the Tenant has previously notified the Owner, in writing, of the need for such repairs and the Owner has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

8.02. **Tenant's Obligations.** The Tenant shall at all times keep the Premises in good order, condition and repair, including periodic painting of the interior of the Premises. The Tenant's duty to maintain and repair includes, but is not limited to: (i) maintaining, repairing and/or replacement, if required, of all portions of the Premises and/or the mechanical equipment or facilities that exclusively service the Premises not to be maintained or repaired by the Owner as provided in Section 8.01 above; (ii) maintaining the exterior and interior of the store front, entrances, all interior and exterior doors and windows, including door locks; (iii) the interior walls including demising walls; (iv) all utility meters, fixtures, equipment, heating and air conditioning equipment and systems; (v) lighting, electrical and plumbing facilities and fixtures; (vi) floor covering, ceilings and all other interior portions of the Premises; and (vii) the Tenant's signs and displays on the exterior of the Premises. Owner shall contract with a qualified heating and air conditioning service contractor to perform all routine maintenance to the heating and air conditioning equipment serving the Premises, including the changing of filters as recommended by the manufacturer, and shall deliver a copy of such service to Tenant. Tenant shall reimburse Owner for the cost of such service to Tenant's heating, ventilation and air conditioning system within twenty (20) days of Tenant's receipt of Owner's bill for such service. Any replacements made by the Tenant hereunder shall be of like or better quality than existed at the Commencement Date of the Initial Term of this Lease. The Tenant shall take good care of the Premises and shall reimburse the Owner for any repairs thereto or to the Building or Common Areas which are necessitated by the misuse or negligence of the Tenant, or the Tenant's employees, agents, contractors, licensees or invitees. The Owner represents and warrants to the Tenant that at the Commencement Date of the Initial Term of this Lease that all heating and air conditioning, plumbing and electrical equipment and facilities that serve the Premises shall be in good working order and condition.

#### SECTION 9: INDEMNITY

9.01. **By Tenant.** The Tenant agrees to indemnify and hold the Owner harmless against all actions, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, that may be brought or made against the Owner, or that the Owner may pay or incur, by reason of the Tenant's use and occupancy of the Premises or the Tenant's failure to perform is obligations under this Lease or which arise from any accident, incident, injury, damage, from whatever cause, to any person or property occurring in or about the Premises.

9.02. **By Owner.** The Owner agrees to indemnify and hold the Tenant harmless against all

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Owner Initials: JMB

actions, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, which may be brought or made against the Tenant, or which the Tenant may pay or incur, by reason of the Owner's failure to perform its obligations under this Lease.

9.03. **Damage to Other Tenants.** The Tenant shall be directly responsible to other tenants of the Building for any damage caused to them by reason of the Tenant's use of the Premises or the Common Areas or by any acts or negligence of the Tenant, or the Tenant's employees, agents, contractors or invitees. As to any damage to the Tenant caused by other tenants, the Tenant shall look only to such other tenants and not to the Owner for compensation.

## SECTION 10: ALTERATIONS

10.01. **Consent Required.** The Tenant shall make no alterations, improvements or additions ("Improvements") in or about the Premises without the prior written approval of the Owner. All approved Improvements shall be performed at the sole cost of the Tenant in compliance with all applicable statutes, ordinances, codes and regulations. Upon expiration of the term of this Lease, the Improvements shall be considered a part of the Premises and remain therein unless the Owner shall request their removal, in which event the Improvements shall be promptly removed by the Tenant and the Premises restored to substantially the condition existing prior to such Improvements. Tenant shall remove its network wiring, conduit and cabling and UPS and security system unless Owner consents in writing to the abandonment in place of any or all of those items. The granting of the consent by the Owner as provided herein shall not constitute the appointment of the Tenant as the agent of the Owner with respect to the approved Improvements. The Tenant shall timely perform, at the Tenant's sole cost, in a good workmanlike manner, all alterations and/or repairs to the Premises required by any federal, state or local building, fire, life-safety or similar law, ordinance, code or regulation adopted or amended after the Commencement Date of this Lease and applicable to the Premises, or required by reason of any alteration to the Premises performed by the Tenant or a change in the Tenant's use of the Premises, even though such alteration(s) and/or change in use may be consented to by the Owner. Tenant may not make any improvements or changes to any mechanical, plumbing or electrical systems of the Building or the premises without the prior written approval of Owner.

10.02. **Trade Fixtures.** Trade fixtures, equipment and other personal property which are installed in the Premises by the Tenant and are not permanently affixed to the walls, ceilings, floors or other part thereof shall remain the property of the Tenant and, providing the Tenant is not in default under this Lease, they may be removed by the Tenant at any time during the term of this Lease provided that the Tenant promptly repairs all damage resulting from the installation or removal and fully restores the Premises.

10.03. **Liens Prohibited.** The Tenant shall pay all costs for the work done by or for the Tenant on the Premises and the Tenant shall keep the Premises and the Building free and clear of all liens of whatever kind or nature. The Tenant shall indemnify, save and hold the Owner and the Building harmless against any liability, loss, damage, cost, attorneys' fees and all other expenses on account of any prohibited lien.

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**SECTION 11: DAMAGE/EMINENT DOMAIN**

11.01. If during the Lease term the Premises or the Building, or any substantial part thereof, are damaged materially by fire or other casualty, or a taking occurs through the exercise of the power of eminent domain, this Lease shall terminate at the Owner's election exercised by a written notice delivered to the Tenant within thirty (30) days after the casualty or taking has occurred. In case of damage to or a taking of a part of the Premises, if the remainder is insufficient for use for the Tenant's purposes or if the time required to restore the remainder of the Premises in a proper condition for use by the Tenant will exceed six (6) months, or if the Owner does not commence to restore the Premises within sixty (60) days after the occurrence of the casualty or the taking, and proceed thereafter with reasonable diligence to completion, the Tenant's sole remedy shall be the right to terminate this Lease by a written notice delivered to the Owner within thirty (30) days after the right to terminate arises. In no event shall the Tenant have any right or interest in any insurance proceeds or damages payable by reason of the casualty or the taking, except for those sums awarded and/or paid to the Tenant for loss of or damage to the physical property owned by the Tenant. In the event of a termination of this Lease by the Owner or the Tenant hereunder, all rent and other sums payable shall be prorated as of the date of such termination. In the event of a taking which permanently reduces the floor area of the Premises, the Basic Annual Rent shall be proportionately reduced for the remainder of the term of this Lease and the Tenant's Premises Percentage shall be redetermined by dividing the reduced square footage of the Premises by the total reduced leasable area within the Building.

**SECTION 12: ASSIGNMENT AND SUBLETTING**

12.01. **Restriction.** The Tenant shall not, either voluntarily or by operation of law, assign, encumber, pledge, sublet or otherwise transfer or hypothecate (hereafter "transfer") this Lease or all any part of the Tenant's leasehold estate in the Premises without first obtaining the written consent of the Owner, which consent shall not be unreasonably withheld provided that the use of the Premises shall be as described in Section 4.01, above. If the use of the Premises shall change following such transfer, the Owner may withhold consent if the Owner refuses to consent to such change in use under Section 4.01, above. The Owner further reserves the right to refuse to give such consent unless the Tenant remains fully liable during the unexpired term of this Lease or if, in the Owner's reasonable discretion and opinion, (i) the assignment and/or the use of the Premises by the assignee will cause a breach of any provision (such as a radius, location, use or exclusivity provision) in any other lease, financing agreement or other agreement relating to the Building, or entitle another tenant or occupant of the Building to reduce its rent or terminate its lease, (ii) be in breach of any restrictions applicable to the Building, (iii) involve the storage, use or disposal of any material or substance which is then classified as "hazardous" or "toxic" by any law or regulation, (iv) adversely affect the reputation or image of the Building, as reasonably determined by the Owner, (v) require the Owner to perform any alterations to the Premises or the Building by reason of any applicable law, code or regulation, (vi) the nature or quality of the business to be conducted on the Premises would be a detrimental influence with respect to other tenants occupying the Building, or (vii) the creditworthiness of the proposed assignee or sublessee is less than the creditworthiness of the Tenant at the date of this Lease. The Tenant agrees to reimburse the Owner the Owner's reasonable attorney's fees and other necessary costs incurred in connection with the processing and documentation of any such requested transfer of this Lease or the Tenant's interest in and to the Premises. The consent by the Owner to any assignment or subletting by the Tenant shall not, unless expressly agreed by the Owner in writing to the contrary, relieve the Tenant of any

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obligations under this Lease, whether accruing before or after such assignment or subletting. The consent by the Owner to any assignment or subletting shall not constitute a waiver of the requirement to obtain the Owner's consent to subsequent assignments or sublettings. Each assignee shall, by taking possession of the Premises, be deemed to have expressly assumed all obligations of the Tenant under this Lease and shall remain jointly and severally liable with the Tenant for the full and timely performance of this Lease. Any transfer of this Lease, the leasehold estate created hereby, or the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise, without the prior written consent of the Owner, shall be null and void and shall, at the option of the Owner, constitute a default under this Lease.

12.02. **Subsequent Modifications.** The assignment of this Lease by the Tenant with the consent of the Owner shall, without being specifically so stated or agreed, constitute the express agreement by the Tenant that subsequent modifications of this Lease by the Owner and the assignee shall not (i) require the prior consent or approval of the Tenant (assignor), or (ii) release or relieve the Tenant (assignor) from liability hereunder, provided that if such modifications increase the rent or other obligations of the Tenant hereunder, the Tenant's (assignor's) liability shall be limited to the terms of this Lease as the same existed on the date of assignment.

12.03. **Sublease Rent.** If the Tenant subleases the Premises at a rent in excess of the rent reserved by the Owner hereunder, the Owner shall have the right to refuse consent thereto unless all such excess rent to be paid by the sublessee is agreed to be, and is, paid to the Owner and such condition is expressly agreed to be a reasonable limitation upon the Tenant's right to sublease the Premises.

### **SECTION 13: RELOCATION**

13.01. (Intentionally omitted).

### **SECTION 14: SUBORDINATION AND FINANCING**

14.01. The Tenant agrees that at all times this Lease and the Tenant's leasehold estate created hereby shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against the Owner's interest in the Building and the Premises. Within ten (10) days of delivery of Owner's written request, the Tenant agrees to execute and deliver such documents as may be required to effectuate such subordination. In the event that the Tenant shall fail, neglect or refuse to execute and deliver any such document within said ten (10) day period, then such failure to deliver the subordination agreement shall constitute a material default under this Lease. In connection with such subordination, the Owner shall use best efforts to obtain the agreement in writing of the mortgagee or the beneficiary named in such mortgage, deed of trust or other encumbrance, for the benefit of the Tenant, that so long as the Tenant is not in default under this Lease, the rights of the Tenant hereunder shall not be terminated or modified nor shall the Tenant's possession and use of the Premises be disturbed. For any lien recorded prior to the date of this Lease, Tenant shall have the right to request upon the execution of the lease, a non-disturbance agreement from the lender. If the Owner shall fail to obtain a non-disturbance agreement from its lender within 30 days from the date of this Lease for any lien recorded prior to the date of this Lease, the Tenant shall have the right to terminate this Lease upon written notice to the Owner, in

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which event all sums previously deposited by the Tenant with the Owner, shall be promptly returned to the Tenant.

#### SECTION 15: DEFAULT

15.01. **Events of Default.** Time is of the essence of this Lease. The occurrence of any of the following events shall constitute a material default and breach of this Lease by the Tenant:

- (a) The Tenant fails to occupy the Premises or once occupied, if the Tenant vacates or abandons the Premises;
- (b) Failure of the Tenant to pay any installment of rent with ten (10) days following receipt of written notice that the same is due; except that if Owner has given two such notices within any calendar year, then any subsequent failure to pay an installment of rent by the due date during such calendar year shall constitute an immediate event of default without the need for further written notice. Owner's obligation to give notice shall be automatically reinstated in January of each calendar year during the term of this Lease.
- (c) The Tenant fails to pay any other sum payable under this Lease within thirty (30) days after written demand therefore is delivered to the Tenant;
- (d) The default by the Tenant in the performance of any of the Tenant's covenants, agreement or obligations hereunder (excluding a default in the payment of rent or other monies due) which continues for thirty (30) days after written notice thereof is delivered to the Tenant by the Owner;
- (e) A general assignment by the Tenant for the benefit of creditors;
- (f) The filing of a voluntary petition in bankruptcy by the Tenant, the filing of a voluntary petition for an arrangement, the filing of a voluntary or involuntary petition for reorganization or the filing of an involuntary petition by the Tenant's creditors which remains undischarged for a period of sixty (60) days; or
- (g) The Tenant is the subject of a receivership, attachment or other judicial seizure of substantially all of the Tenant's assets on the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of sixty (60) days after the levy thereon.

15.02. **Owner's Remedies.** In the event of a material default and breach of this Lease by the Tenant, the Owner shall have all rights and remedies allowed by law or equity including, but not limited to, the following:

- (a) **Damages.** In addition to any other remedy available to the Owner at law or in equity, all of which other remedies are reserved unto the Owner, the Owner shall have the right to immediately terminate the Tenant's right to possession of the Premises and/or this Lease and all rights of the Tenant hereunder by delivering a written notice of termination to the Tenant. In the event that the Owner elects to so

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terminate such possession and/or this Lease, such election shall constitute the election by the Owner to accelerate all future rents payable under this Lease to be immediately due and payable and the Owner shall have the right to recover from the Tenant the following:

- (i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss the Tenant proves could have reasonably been avoided; plus
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could have reasonably been avoided; plus
- (iv) Any other amount necessary to compensate the Owner for all detriment proximately caused by the Tenant's failure to perform the obligations under this Lease or which in the ordinary course of things would likely to result therefrom; plus
- (v) Reasonable attorneys' fees incurred by the Owner as the result of such material default and breach and costs in the event suit is filed by the Owner to enforce any remedy; plus
- (vi) At Owner's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used herein shall be deemed to be the annual rent, additional rent and all other sums required to be paid by the Tenant pursuant to the terms of this Lease.

As used in subparagraphs (i), (ii) and (iii) above, the "worth at the time of award" shall be determined by allowing interest or discounting, as the case may be, at the rate equal to the discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

- (b) **Re-Entry.** In the event of a material default and breach by the Tenant, the Owner shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises and to store such property in a public warehouse or elsewhere at the cost of and for the account of the Tenant.
- (c) **Election.** In the event of the vacation or abandonment of the Premises by the Tenant or if the Owner shall elect to re-enter the Premises as provided in subsection (b) above, or shall take possession of the Premises pursuant to legal proceeding or notice provided by law, and if the Owner does not elect to terminate this Lease as provided in subsection (a) above, then the Owner may, from time to time, without

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terminating this Lease, either recover all rental as it becomes due or re-let the Premises or any part thereof for such term or terms and at such rent and upon such other terms and conditions as the Owner, in the Owner's sole discretion, may deem advisable with the right to make alterations and repairs to the Premises, the cost of which shall be chargeable to the Tenant.

If the Owner shall elect to so re-let the Premises, rents received by the Owner therefrom shall be applied as follows: first, to reasonable attorneys' fees incurred by the Owner as a result of the Tenant's default; second, to the cost of suit if an action is filed by the Owner to enforce the Owner's remedies; third, to the payment of any indebtedness other than rent due under this Lease from the Tenant; fourth, to the payment of any cost of such re-letting; fifth, to the payment of the cost of any alterations and repairs to the Premises; and sixth, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by the Owner and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rent received from any re-letting during any month which is applied to the payment of rent hereunder be less than the rent payable during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Owner. The Tenant shall also pay to the Owner as soon as ascertained any costs and expenses incurred by the Owner in re-letting or in making the alterations and repairs to the Premises, the cost of which is not covered by the rents received from such re-letting.

- (d) **Termination.** No re-entry or taking possession of the Premises by the Owner pursuant to the provisions of this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is delivered by the Owner to the Tenant. Notwithstanding a re-letting without termination by the Owner due to the default by the Tenant, the Owner may at any time after such re-letting elect to terminate this Lease for such default.
- (e) **Owner's Lien.** In addition to any other rights of the Owner as provided in this Article, upon the default of the Tenant, the Owner shall have the right to enter the Premises, change the locks on doors to the Premises and exclude the Tenant therefrom and, in addition, take and retain possession of any property on the Premises owned by or in the possession of the Tenant as and for security for the Tenant's performance. The Tenant hereby grants to the Owner a lien to the maximum extent permitted under California law, on all of said property, which lien shall secure the future performance by the Tenant of this Lease. No property subject to said lien shall be removed by the Tenant from the Premises so long as the Tenant is in default of any monetary obligations under this Lease. No action taken by the Owner in connection with the enforcement of the Owner's rights as provided in this Article shall constitute a trespass or conversion and the Tenant shall indemnify, save and hold the Owner harmless from and against any such claim or demand on account thereof.
- (f) **Remedies Cumulative.** The rights, privileges, elections and remedies of the Owner set forth in this Lease or allowed by law or equity are cumulative and the enforcement by the Owner of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.

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15.03. **Mitigation.** The Owner shall have the obligation to make reasonable efforts to mitigate the loss or damage occasioned by a default of the Tenant, provided that said obligation to mitigate shall not relieve the Tenant of the burden of proof as required in this Article or otherwise affect the rights and remedies available to the Owner in the event of a default by the Tenant as provided in this Article, or otherwise allowed by law or equity. Nothing herein shall obligate the Owner to mitigate rental loss by re-letting the Premises so long as the Owner has other similar premises vacant or by re-letting the Premises to a new tenant whose use of the Premises would be undesirable in the reasonable judgment of the Owner, require the Owner to expend any money to remodel, alter or improve the Premises, or would be result in the Owner being in breach or default of any contractual obligations of the Owner.

**SECTION 16: SURRENDER OF PREMISES**

16.01. Upon the expiration or earlier termination of this Lease, the Tenant shall surrender the Premises to the Owner in as good order and condition as the same are at the Commencement Date of this Lease or hereafter improved by the Owner or the Tenant, reasonable wear and tear excepted. Tenant shall deliver to Owner all keys to the Premises. The Tenant shall, without expense to the Owner, remove from the Premises all debris, rubbish and property which the Tenant has the right to remove from the Premises (which shall include all of Tenant's furniture, equipment, personal property and telecommunications and data cabling installed by Tenant) under the terms of this Lease. The Tenant agrees that any property of the Tenant not removed by the Tenant upon the expiration of the term of this Lease (or within seventy-two (72) hours after termination by reason of the Tenant's default) shall be deemed abandoned by the Tenant and the Owner may either (i) retain the same on the Premises in which case the ownership thereof shall be conclusively deemed to be transferred to the Owner, or (ii) dispose of the same in any manner elected by the Owner and the Tenant hereby waives any claim against the Owner in connection therewith. Tenant shall also remove such other Tenant Additions as required by Owner, including any Tenant Additions containing Hazardous Materials. Tenant immediately shall repair all damage resulting from removal of any of Tenant's property, furnishings or Tenant Additions, shall close all floor, ceiling and roof openings and shall restore the Premises to a tenantable condition as reasonably determined by Owner. If any of the Tenant Additions which were installed by Tenant involved the lowering of ceilings, raising of floors or the installation of specialized wall or floor coverings or lights, then Tenant shall also be obligated to return such surfaces to their condition prior to the commencement of this Lease. Tenant shall also be required to close any staircases or other openings between floors. In the event possession of the Premises is not delivered to Owner when required hereunder, or if Tenant shall fail to remove those items described above, Owner may (but shall not be obligated to), at Tenant's expense, remove any of such property and store, sell or otherwise deal with such property, and undertake, at Tenant's expense, such restoration work as Owner deems necessary or advisable.

**SECTION 17: MISCELLANEOUS**

17.01. **Owner's Right of Entry.** The Owner and the Owner's authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of determining whether the Premises are in good condition, to make necessary repairs or perform any maintenance, to serve any notice required or allowed under this Lease or to show the Premises to

Tenant Initials: OB  
Owner Initials: SMB

prospective brokers, agents, buyers or tenants.

17.02. **Quiet Enjoyment.** The Owner agrees that the Tenant, upon paying the rent and other sums payable by the Tenant under this Lease and performing the other obligations of the Tenant as set forth in this Lease, shall quietly have, hold and enjoy the Premises during the term hereof.

17.03. **No Waiver.** The failure of the Owner or the Tenant to seek redress for violations or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed a waiver of such violation or of any future similar violation and the waiver by the Owner or the Tenant of any breach shall not be deemed a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease.

17.04. **Notices.** Whenever any notice, approval, consent, request or election is given or made pursuant to this Lease, it shall be deemed delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the party at the address set forth in the Basic Lease Provisions.

17.05. **Limitation of Owner's Liability.** The obligations of the Owner under this Lease do not constitute personal obligations of the Owner or the Owner's successors or assigns and the Tenant shall look solely to the real estate that is the subject of this Lease and to no other assets of the Owner or the Owner's successors or assigns for satisfaction of any liability under this Lease.

17.06. **Holding Over.** Should the Tenant continue to occupy the Premises or any part thereof after the expiration or earlier termination of this Lease, whether with or against the consent of the Owner, such tenancy shall be month-to-month at a rent equal to 150% of the Basic Annual Rent in force and effect for the last month of the term expired or terminated. Tenant shall also pay all damages sustained by Owner by reason of such retention of possession. The provisions of this section shall not constitute a waiver by Owner of any re-entry rights of Owner and Tenant's continued occupancy of the Premises shall be as a tenancy at sufferance.

17.07. **Attorneys' Fees and Costs.** If either party shall default under this Lease and said default is cured with the assistance of an attorney for the other party, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be added to the balance due and payable or, in the case of a non-monetary default, shall be reimbursed to the other party upon demand. In the event suit or action is filed by either party against the other to interpret or enforce this Lease, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal.

17.08. **Construction.** All parties hereto have either (i) been represented by separate legal counsel, or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Lease.

17.09. **Succession.** This Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

Tenant Initials: JB

Owner Initials: JMB

17.10. **Estoppel Certificate.** The Tenant shall, at any time upon not less than ten (10) days' prior written notice from the Owner, execute, acknowledge and deliver to the Owner a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, (ii) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Owner hereunder, or specifying such defaults if they are claimed, and (iii) containing any other certifications, acknowledgments and representations as may be reasonably requested by the Owner or the party for whose benefit such estoppel certificate is requested. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Real Property. The Tenant's failure to deliver such statement within said time shall be conclusive upon the Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by the Owner, (ii) that there are no uncured defaults in the Owner's performance, (iii) that not more than an amount equal to one (1) month's installment of the Basic Annual Rent has been paid in advance, and (iv) that such additional certifications, acknowledgments and representations as are requested under subsection (a) (iii), hereof, are valid, true and correct as shall be represented by the Owner. If the Owner desires to finance or refinance the Premises, the Tenant hereby agrees to deliver to any lender designated by the Owner such financial statements of the Tenant as may be reasonably required by such lender. All such financial statements shall be received by the Owner in confidence and shall be used only for the purpose herein set forth.

17.11. **Warranty re: Financial Statements.** The Tenant and the officer(s) signing this Lease for a corporate Tenant and each guarantor of this Lease, if any, represent, warrant and certify to the Owner that any financial statement or other financial information given to the Owner is true, accurate and correct and truly and accurately represents the financial condition of the Tenant or the guarantor(s), as the case may be, as of the date of this Lease. The Tenant and the guarantor(s) acknowledge that said financial statement(s) and information was given to the Owner to induce the Owner to execute this Lease and was relied upon by the Owner in so doing.

17.12. **Notice of ADA Violations.** Within ten (10) days after receipt, the Owner and the Tenant shall advise the other party in writing, and provide the other party with copies of any notices claiming or alleging violation of the Americans with Disabilities Act of 1990 (hereafter "ADA") relating to the Premises or the Building, or any claim made or threatened in writing regarding noncompliance with the ADA and relating to the Premises or the Building, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Premises or the Building.

17.13. **Waiver of Jury Trial.** Owner and Tenant hereby waive their respective rights to trial by jury of any cause of action, claim, counter-claim or cross complaint in any action, proceeding or hearing brought by either Owner against Tenant, or Tenant against Owner on any matter whatsoever arising out of, or in any connection with, this Lease, the relationship of Owner and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise now or hereinafter in effect.

17.14. **Severability.** If any term or provision of this Lease shall be determined by a Court to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision in this Lease is capable of two

Tenant Initials: 

Owner Initials: 

Page 21 of 37



constructions, then the provision shall be interpreted to have the meaning which renders it valid.

17.15. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, government restrictions, regulations or controls, hostile government action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rent and other charges to be paid by the Tenant pursuant to this Lease, which obligation shall not be affected thereby.

17.16. **No Recording.** Neither party shall record this Lease or any memorandum hereof, it being agreed that the Tenant's possession of the Premises shall be adequate notice of the Tenant's leasehold interest.

17.17. **Article Headings.** The article headings, title and captions used in this Lease are for convenience only and are not part of this Lease.

17.18. **Entire Agreement.** This Lease, including the exhibits attached hereto, contains the entire agreement between the parties as of the date of this Lease and the execution hereof has not been induced by either party or any agent of either party, by representations, promises, undertakings not expressed herein. There are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the parties concerning the subject matter of this Lease which are not expressly contained herein.

17.19. **Special Provisions.** The following special provisions are a part of this Lease (if none, write "None"):

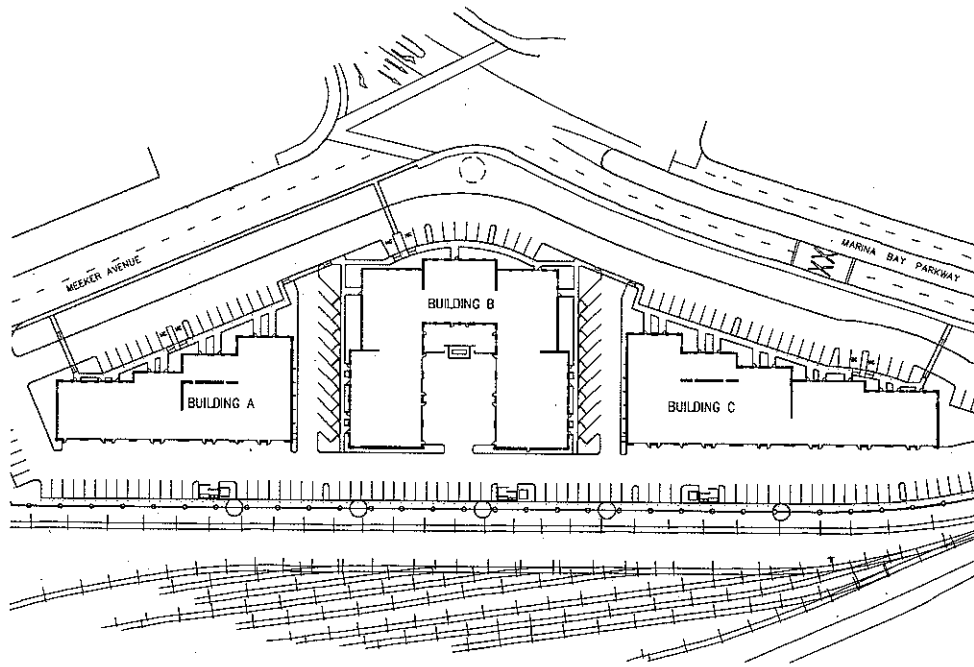
- (a) Tenant shall obtain a business license from the City of Richmond.

Tenant Initials: 

Owner Initials: 

**EXHIBIT A**

**SITE PLAN - THE CROSSING AT MARINA BAY**



Tenant Initials

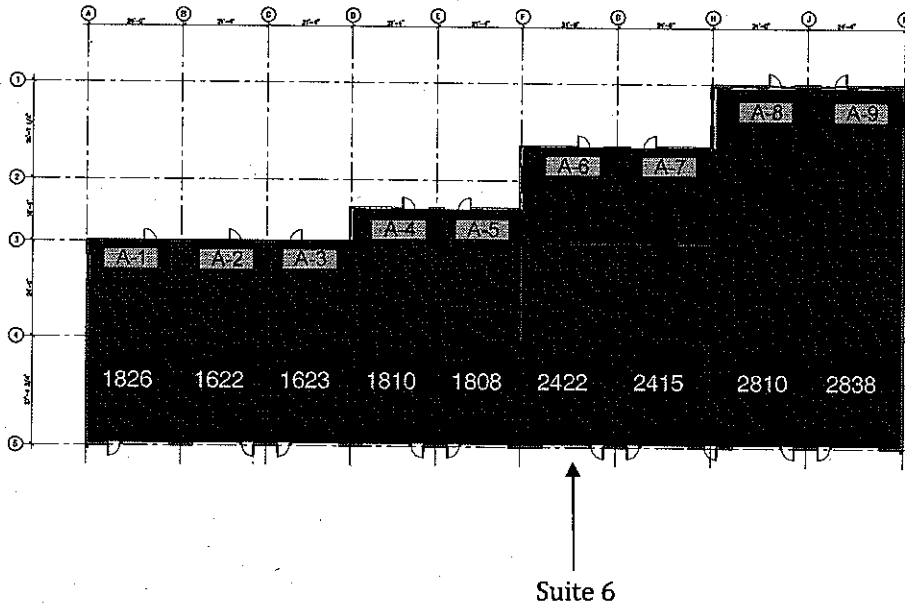
Owner Initials

*[Handwritten initials]*

Exhibit A, Page 1

**EXHIBIT B**

**LEASED PREMISES**



Tenant Initials: *JB*

Owner Initials: *JMB*

Exhibit B, Page 1

**EXHIBIT C**

**RULES AND REGULATIONS**

1. No awning, shade, sign, placard, picture, advertisement, name, or notice shall be inscribed, painted, installed or displayed on or outside the Building without written consent of Owner. Owner shall have the right to remove any such unapproved item without notice and at Lessee's expense. All approved signs or lettering on doors and fascia shall be printed, painted, affixed or inscribed at the expense of Tenant by a person chosen or approved by Owner in accordance with Owner's Signage Policy. All requests for listing on the Building directory shall be submitted to the office of Owner in writing and shall be subject to Owner's approval, not to be unreasonably refused. Any change requested by Tenant of Owner of the name or names posted on directory, after initial posting, will be charged to Tenant.

2. Tenant, its employees, agents, contractors and invitees shall comply with all parking regulations promulgated by Owner from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheeled pickup trucks, and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow to, from or adjacent to the Building or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk, and Owner assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Owner in any measures implemented by Owner to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence.

3. Tenant shall not use any method of heating or air conditioning other than that supplied by Owner without the consent of Owner.

4. Tenant will not install or use any window coverings except those provided or approved by Owner. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises.

5. Tenant shall not use or keep in the Premises any kerosene, gasoline or flammable or combustible fluid or material other than those limited quantities necessary for the maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the Building by reason of noise, odors or vibrations

Tenant Initials: 

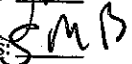
Owner Initials: 

Exhibit C, Page 1

nor bring or keep or permit to be brought or kept in the Building any animal form, other than human, except seeing eye dogs when in the company of their masters.

6. Owner will furnish to Tenant three (3) keys per suite; additional keys will be charged to Tenant at \$10 per key. Tenant shall not alter any lock or install any new locks or bolts on any door at the Premises without the prior consent of Owner. All re-keying of office doors, after occupancy, shall be at the expense of Tenant. Tenant, upon termination of its tenancy, shall deliver to Owner the keys of all locks for doors on the Premises, and in the event of loss of any keys furnished by Owner, shall pay Owner therefor. If Tenant fails to deliver to Owner keys to any lock or door within the Premises, Owner may engage a locksmith to open the lock and change the lock, and any charges thereby incurred shall be a responsibility of Tenant and shall be deducted from Tenant's Security Deposit, if any Security Deposit is then owing, and if not, shall be a charge to Tenant.

7. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same.

8. Owner reserves the right to exclude or expel from the Building any person who, in Owner's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of the Rules and Regulations of the Building.

9. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Owner or any governmental agency. No person shall go on the roof without Owner's permission.


10. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Owner's instructions in their installation. Tenant shall make provision for prompt termination of any sounding alarm and failure to do so shall constitute grounds for Owner to require that Tenant's alarm be modified as reasonably directed by Owner or removed. Unless specifically permitted under its Lease, Tenant shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

11. Tenant shall not install, maintain or operate upon the Premises any vending machine without the prior written consent of Owner.

12. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building, to such a degree as to be objectionable to Owner or other tenant, shall be placed and maintained by Tenant at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

13. All goods, including material used to store goods, delivered to the Premises of Tenant shall be immediately moved into the Premises and shall not be left in parking or receiving areas overnight. Tenant shall not use or permit the use of any portion of the Property for outdoor storage.

14. Tenant shall store all its trash and garbage within its Premises or in the designated

Tenant Initials: 

Owner Initials: 

Exhibit C, Page 2

areas established by Owner. Tenant shall not allow refuse, garbage or trash to accumulate outside of the Premises except on the day of scheduled scavenger pick-up services, and then only in areas designated for that purpose by Owner. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal within the Building. Tenant shall notify Owner in advance of any unusually large amount of trash to be disposed of in the designated trash areas, including without limitation, trash associated with any permitted construction by Tenant in the Premises, Tenant's moving in or out of the Premises or delivery to Tenant's Premises of furniture, fixtures and equipment, and Tenant shall bear the expense of any special trash pick up necessary to remove such trash.

15. Tenant shall not drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof except that pictures, certificates, licenses and similar items normally used in Tenant's business may be carefully attached to the walls by Tenant. The cost of any special electrical circuits for items such as copying machines, computers, microwave, etc., shall be borne by Tenant unless the same are part of the building standard improvements. Prior to installations of equipment Tenant must receive written approval from Owner. Owner reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises, in any manner except as approved by Owner. Tenant shall repair or be responsible for the cost of repair of any damage resulting from noncompliance with this rule.


16. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. Such trailers shall remain parked only for the time necessary to unload. No parking or storing of such trailers will be permitted in the auto parking areas of the Building or on streets adjacent thereto.

17. Forklifts which operate on asphalt paving areas shall not have solid rubber tires and shall only use tires that do not damage the asphalt.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violations of this rule shall be borne by Tenant who, or whose employees or invitees, shall have caused same.

19. The sidewalks, parking lots, driveways and entrances shall be used only as a means of ingress and egress and shall remain unobstructed at all times. The entrance and exit doors of all suites are to be kept closed at all times except as required for orderly passage to and from suite and for loading and unloading at drive-in or dock-hi doors. Loitering in any part of the Building or obstruction of any means of ingress or egress shall not be permitted.

20. Owner may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Owner shall be construed as a waiver of such Rules and Regulations nor prevent Owner from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

Tenant Initials: 

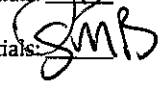
Owner Initials: 

Exhibit C, Page 3

21. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to Tenant's occupancy of the Premises.

Tenant Initials: DB  
Owner Initials: GMB

Exhibit C, Page 4

**EXHIBIT D**

**TENANT IMPROVEMENTS**

Owner shall provide, at Owner's cost, the following tenant improvements:

**Office:**

Building Standard grade carpeting in the upstairs and downstairs office areas.  
Office walls to be sheetrocked, textured and painted.  
Building Standard office light fixtures.  
Mini-blinds on windows.  
Four (4) duplex electrical outlets per floor.  
Four (4) telephone outlets per floor.  
HVAC in the upper and lower office areas.  
Second-floor ceiling insulation (with cap sheet).  
Stairs to upstairs office area.

**Warehouse:**

One (1) standard ADA restroom, containing one (1) sink and one (1) toilet (sheet vinyl flooring, FRP wainscot on wet walls). Hot water available at sink.  
One break room (approximately 10'x10', exact size to be determined) containing a kitchenette with sink and preparation bar, per attached rough diagram.  
One private office (approximately 10'x12', exact size to be determined) per attached rough diagram.  
Full height demising wall with door, per attached rough diagram.  
Four (4) duplex electrical outlets.  
Two (2) 400 watt metal halide light fixtures.  
Sealed concrete floors.  
Sheetrocked fire taped demising walls.

**Notes:**

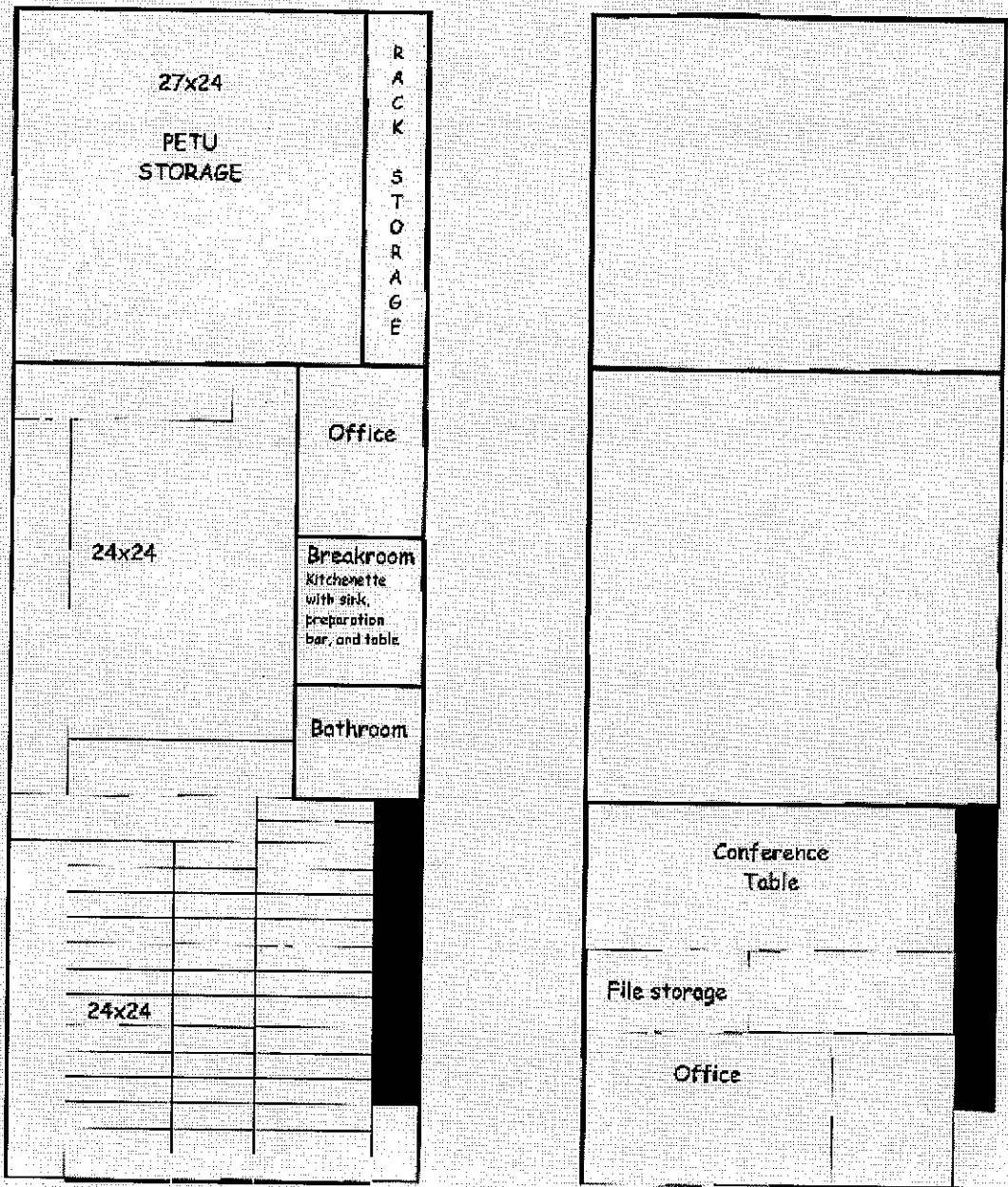
- 1—Telephone and data wiring will be supplied at Owner's cost.
- 2—Warehouse walls are fire taped only, not painted.
- 3— Office ceilings are open design (ceiling insulation and cap sheet only), not drop ceiling. Staples may be visible and edges may be irregular.

Tenant Initials: 

Owner Initials: 

Exhibit D, Page 1





A-6 (2422 square feet)

Tenant Initials: *JTB*  
 Owner Initials: *JMB*  
 Exhibit D, Page 2

**EXHIBIT E**

The Commencement Date and Expiration date of the Initial Term of this Lease are agreed to be as follows:

**Commencement Date:** The term of the lease will commence on July 1, 2007 if the tenant improvements are completed by that date, and if not, upon later substantial completion of tenant improvements.

**Expiration Date:** Ten (10) Years after the Commencement Date.

Tenant Initials: JB

Owner Initials: SMB

Exhibit E, Page 1

**EXHIBIT F**

**SIGN CRITERIA**

In keeping with the requirements of the design standards of The Crossing at Marina Bay, Owner has adopted the following requirements for Tenant signs on the building.

- (1) Tenant at Tenant's expense shall be allowed one sign. It shall be located adjacent to the front entrance door and installed in the location specified by Owner. Owner will invoice Tenant for the cost of the Tenant sign and installation, and the charge shall be considered as a rental obligation of the lease.
- (2) All other signage on the building shall be uniform and shall be installed by Owner at Owner's expense. Tenant shall supply logos or other artwork for signs at Owner's request.
- (3) Owner shall install a suite number over the entry door of each suite.
- (4) No signage may be installed in the landscape areas or any other area of the building without Owner's prior consent.

In accordance with Exhibit C of the Lease, violation of these sign rules shall be a violation of the Lease.

Tenant Initials:

Owner Initials:

AB  
SMB

Exhibit F, Page 1

**EXHIBIT G**

**ADDITIONAL ANNUAL RENT  
(Consumer Price Index Adjustment)**

The initial base rent will apply for the first twelve (12) months of the lease term. Base rent for each succeeding twelve (12) month term shall be adjusted according to the following formula:

On the first (1st) anniversary of the Commencement Date of the Initial Term of this Lease, and each year thereafter on the same date, the Basic Annual Rent shall be increased as follows:

The Consumer Price Index for all Urban Consumers, All Items, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the date immediately preceding the month in which the Commencement Date of the Initial Term of this Lease occurs ("Beginning Index") shall be compared with the Index for the month preceding the date the adjustment of the Basic Annual Rent is to be made ("Adjustment Index").

If the Adjustment Index has increased over the Beginning Index, the Basic Annual Rent payable from the adjustment date to the date of the next adjustment shall be established by multiplying the Basic Annual Rent for the year immediately preceding the date the adjustment of the Basic Annual Rent is to be made by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. The adjusted Basic Annual Rent shall be paid in equal monthly installments until the date of the next adjustment.

If the Index is discontinued or revised during the term or, if for any reason the Index statistics are not available, the adjustment to the Basic Annual Rent shall be computed by reference to whatever statistics are at the time available most nearly resembling the statistics reflected by the Index. The adjustment to the Basic Annual Rent as provided herein shall be made in addition to any other adjustments or amounts to be paid by the Tenant under the terms of the Lease.

Tenant Initials: AB

Owner Initials: JMB

Exhibit G, Page 1

**EXHIBIT H**

**OPTION TO RENEW  
(Fair Market Value)**

Tenant in the foregoing Lease shall have the option to renew the term of this Lease for an additional period of five (5) years (the "Renewal Term") commencing immediately following the expiration of the Initial Term; said Renewal Term to be upon all of the terms, conditions, covenants, and provisions of the Lease except as provided below. The failure of the Tenant to exercise this option to renew the term of the Lease in the manner and within the time herein provided shall terminate the rights of the Tenant to renew the term of the Lease.

Tenant's right to exercise the option to renew the term of the Lease shall be subject to the following conditions:

- (a) The Lease shall be in force and effect at the time the notice of Tenant's election to renew the term is delivered to Owner and on the last day of the Initial Term.
- (b) Tenant shall not be in default under any provision of the Lease beyond any applicable cure period at the time Tenant delivers to Owner a notice of Tenant's election to renew the term or on the last day of the Initial Term.
- (c) Tenant shall deliver to Owner a written notice irrevocably exercising the option to renew the term at least one hundred eighty (180) days before the expiration of the Initial Term.
- (d) Within thirty (30) days after the date Tenant exercises its option to renew the term of the Lease, Owner shall deliver written notice to Tenant stating the amount of the Annual Base Rent for the Premises during the Renewal Term (which shall be calculated as provided in the following paragraph). Tenant shall have ten (10) business days after receipt of Owner's notice to inform Owner whether Tenant (i) accepts the rent and confirms the Lease renewal; or (ii) rescinds its exercise of the option to renew, in which case this Lease shall expire on the scheduled termination date; or (iii) exercises the right to contest the rent amount, as provided in the following paragraph.

**Option Rent, Terms and conditions:** If Tenant exercises its right to renew the term of the Lease, the Annual Base Rent for the Premises shall be equal to ninety five percent (95%) of the then fair market rental for the Premises. The Owner shall determine the fair market rent by the average of the Annual Base Rent then being paid by tenants renewing their leases for space similar in size to the Premises in office buildings located in the vicinity of the Building which office buildings offer similar amenities as the Building. If Tenant exercises its right to contest the Annual Base Rent fixed by Owner as provided in paragraph (d) above, then said fair market rent shall be established by a board of three (3) commercial real estate appraisers licensed in Alameda County or Contra Costa County, one (1) selected by each of the parties and the third (3<sup>rd</sup>) selected by the two (2) real estate appraisers chosen by the parties. The two appraisers chosen by the parties shall each submit their determination to the third appraiser. The third appraiser shall choose which of the submitted results is closest to 95% of fair market rents and that result shall be binding on both parties. Each party shall pay one-half of the fees of the real estate appraisers. In no event shall the initial rental

Tenant Initials: 

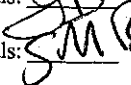
Owner Initials: 

Exhibit H, Page I

rate for the Renewal Term be lower than the rental rate during the final month of the Initial Term. For each twelve month period of the succeeding term thereafter, the monthly rent shall increase by three percent (3%) per annum.


Tenant Initials: AS  
Owner Initials: JMB

Exhibit H, Page 2

**EXHIBIT I**

**ADDITIONAL INSUREDS**

1. Rafanelli & Nahas, L.P., a California Limited Partnership
2. Marina Bay Crossing, LLC Management Corp., a California Corporation
3. GMB Realty Partners, Inc., a California Corporation
4. Such other person(s) or entity(s) as shall, from time to time, be designated in writing by the Owner.

Tenant Initials: 

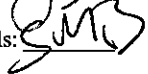
Owner Initials: 

Exhibit I, Page 1

**EXHIBIT J**

**PARKING**

Tenant shall be entitled to six (6) unassigned parking spaces.

Tenant Initials: AB

Owner Initials: EMR

Exhibit J, Page 1



**SIXTH AMENDMENT TO LEASE**

This Amendment to Lease relates to the Standard Building Lease- Triple Net ("Lease") dated May 1, 2007 by and between Teagarden Business Center, LLC, a California limited liability company, also dba Marina Bay Crossing ("Lessor") and Bay Area Air Quality Management District ("Lessee") for the +/- 2,422 SF premises located at 845 Marina Bay Parkway, Suite 6, Richmond, CA 94804 ("Premises"), as amended by Confirmation of Commencement Date dated October 16, 2007, 2<sup>nd</sup> Amendment to Lease dated May 30, 2017, 3<sup>rd</sup> Amendment to Lease dated September 20, 2018, 4<sup>th</sup> Amendment to Lease dated October 20, 2021 and 5<sup>th</sup> Amendment to Lease dated August 25, 2022.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Revised Extended Term:** The Term of the Lease shall be extended for a five-year period, commencing on November 1, 2023 and expiring on October 31, 2028 ("Revised Extended Term").

2. **Base Rent:** The schedule of Base Rent shall be as follows:

Year	Monthly Renewal	Yearly Rental	From	To
1	\$ 3,900.00	\$ 46,800.00	11/01/2023	10/31/2024
2	\$ 4,017.00	\$ 48,204.00	11/01/2024	10/31/2025
3	\$ 4,137.51	\$ 49,650.12	11/01/2025	10/31/2026
4	\$ 4,261.64	\$ 51,139.62	11/01/2026	10/31/2027
5	\$ 4,389.48	\$ 52,673.81	11/01/2027	10/31/2028

3. **CAM Charges:** The monthly rental payments for and during the Revised Extended Term shall consist of the Base Rent for the applicable period, as in the above schedule, plus CAM charges estimated to be \$0.52/SF (\$1,259.44/month) payable monthly with the Base Rent, with Lessor to reconcile such charges on an annual basis.

4. **Option to Renew:** Lessee shall have an option to renew the term of the Lease for an additional period of Five (5) Years (the "Revised Renewal Term") commencing immediately following the expiration of the Revised Extended Term (i.e., October 31, 2028). The failure of the Lessee to exercise this option to renew the term of the Lease in the manner and within the time herein provided shall terminate the rights of the Lessee to renew the term of the Lease. Lessee's right to exercise the option to renew the term of the Lease shall be subject to the following conditions:

- a. The Lease shall be in force and effect at the time the notice of Lessee's election to renew the term is delivered to Lessor and on the last day of the Revised Extended Term.
- b. Lessee shall not be in default under any provision of the Lease beyond any applicable cure period at the time Lessee delivers to Lessor a notice of Lessee's election to renew the term or on the last day of the Revised Extended Term.
- c. Lessee shall deliver to Lessor a written notice exercising the option to renew the term at least ninety (90) days before the expiration of the Revised Extended Term.

Lessor Initial:

\_\_\_\_\_

Lessee Initial:

\_\_\_\_\_

- d. Within thirty (30) days after the date Lessee exercises its option to renew the term of the Lease, Lessor shall deliver written notice to Lessee stating the amount of the Annual Base Rent for the Premises during the Revised Renewal Term (which shall be calculated as provided in the following paragraph). Lessee shall have ten (10) business days after receipt of Lessor's notice to inform Lessor whether Lessee (i) accepts the rent and confirms the Lease renewal; or (ii) rescinds its exercise of the option to renew, in which case this Lease shall expire on the scheduled termination date (i.e., October 31, 2028); or (iii) exercises the right to contest the rent amount, as provided in the following paragraph.
- e. If Lessee exercises its right to renew the term of the Lease for the Revised Renewal Term, the Base Rent for the Premises shall be equal to the then Fair Market Value ("FMV") for the Premises. The Lessor shall determine the FMV by the average of the Base Rent then being paid by Lessees leasing or renewing their leases for space similar in size to the Premises in comparable R&D Flex/Light Manufacturing space in the Richmond/Marina Bay/Berkeley submarkets. If Lessee exercises its right to contest the Base Rent fixed by Lessor as provided in paragraph (d) above, then said FMV shall be established by a board of three commercial real estate brokers licensed in Alameda County or Contra Costa County, one selected by each of the parties and the third selected by the two real estate brokers chosen by the parties. The two brokers chosen by the parties shall each submit their determination to the third broker. The third broker shall choose which of the submitted results is closest to the FMV and that result shall be binding on both parties. Each party shall pay one-half of the fees of the real estate brokers. In no event shall the initial rental rate for the Revised Renewal Term be lower than \$4,389.48 per month.

5. **Lease in Full force and Effect:** Except as expressly amended by this Agreement, the Lease remains in full force and effect, enforceable in accordance with its terms and conditions.

This offer shall expire if not fully ratified by both parties by September 30, 2023.

**ACKNOWLEDGED AND AGREED TO THE ABOVE TERMS AND CONDITIONS:**

**LESSOR:**

Teagarden Business Center, LLC  
 a California limited liability company,  
 also dba Marina Bay Crossing

By: \_\_\_\_\_  
 Name: Jennifer Bremer  
 For: Waldman Management Group, Inc.  
 Its: Chief Executive Officer  
 Date: \_\_\_\_\_

**LESSEE:**

Bay Area Air Quality Management  
 District

By: \_\_\_\_\_  
 Name: Philip M. Fine  
 For: BAAQMD  
 Its: Executive Office/APCO  
 Date: \_\_\_\_\_

**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: September 6, 2023

Re: Authorization to Accept Grant Program Funds from the U.S. Environmental  
Protection Agency for Mobile and Portable Monitoring and to Procure Equipment  
Using Those Funds

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Adopt a resolution (Attachment 1) authorizing the Executive Officer/APCO to accept, obligate, and expend up to \$209,530 from the United States Environmental Protection Agency (US EPA) for procurement of air monitoring equipment to support community monitoring goals; and
2. Authorize the Executive Officer/APCO to expend this funding by purchasing instruments and consumables from TSI, Inc., Ambilabs, and Thermo Environmental Instruments.

BACKGROUND

Pursuant to the Inflation Reduction Act (IRA) of 2022, on January 10, 2023 the US EPA announced the availability of \$100 million for environmental justice (EJ) grants and solicited applications from eligible entities to conduct projects in communities overburdened by pollution and historic underinvestment.

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

AMPT's next community monitoring project will be in East Oakland, a majority Black and Brown community that contains large tracts of industrially zoned land with a mix of large and small stationary industrial sources and significant mobile source emissions that contribute to poor air quality.

## DISCUSSION

The Air District proposed to EPA that these IRA funds be used for the sole source procurement of a Pollution Analytical Equipment Pyxis micro-gas chromatography (micro-GC) system, a TSI Fast Mobility Particle Sizer (FMPS), and two Thermo 42iQs NO-NO<sub>2</sub>-NO<sub>x</sub> analyzers and all associated consumable costs for one year, with staff time paid for by the Air District.

The proposed micro-GC is intended to complement the Air District's existing tools for community monitoring to better characterize and identify sources of toxic air pollutants at the local scale. The micro-GC will be installed in a relocatable, stationary (portable) monitoring platform used to characterize trends, identify sources, and inform follow-up investigations and actions to reduce emissions of air toxics in communities. The micro-GC selected for the portable lab is the Pollution Analytical Equipment's Pyxis analyzer, sold by Ambilabs. The Pyxis is the only micro-GC available that does not require carrier gas, a necessary feature for portable measurements as storage of large gas cylinders is limited in portable platforms and smaller gas cylinders would require an unmanageable replacement frequency for longer deployments. The Pyxis also meets all the necessary requirements regarding detection limits, power, and mounting specifications.

One of the two Thermo 42iQs being proposed will be installed on-board the Air District's mobile monitoring lab used for in-motion measurements of air pollution in overburdened communities. Measurements of NO<sub>x</sub> help characterize emission sources, can be used as an indicator for combustion, and are mapped spatially to understand NO<sub>x</sub> at a local scale. The Thermo 42iQ was selected based on its extensive use in the Air District's regulatory network allowing for shared consumables, knowledge, and training alongside the Air Monitoring Operations section, as well as its ability to measure NO<sub>x</sub> at 1 second, which is not common for NO<sub>x</sub> analyzers and is critical for in-motion community-scale measurements.

Even with routine maintenance and quality control checks, mobile monitoring results in significant wear and tear on instruments that may lead to frequent maintenance and troubleshooting of instruments, with repairs taking days to weeks and possibly requiring a return to the manufacturer resulting in unpredictable lead times. With back up units available, we can replace malfunctioning units with functional units while we simultaneously perform troubleshooting activities, greatly reducing our down time. The additional 42iQ and the FMPS will be used to ensure continuity of operations of the mobile lab if the primary units malfunction or may be used to expand other AMPT platforms used in community monitoring once developed. Of the current or planned instruments onboard the mobile lab, AMPT does not have backups for the 42iQ or FMPS so failures of these units could significantly delay operations.

On May 26, 2023, EPA notified the Air District that our proposal was accepted for potential funding and provided the Air District with a Grant Agreement (Attachment 3), If the Board approves of the acceptance, obligation, and expenditure of the EPA grant funds, staff will begin the procurement process for the instruments described above. If the Board does not approve the acceptance, obligation, and expenditure of the EPA grant funds, staff will not participate in this agreement and will not draw down any funds.

The TSI FMPS is over \$100,000 and requires Board authorization to purchase. The Thermo 42iQ is not more than \$100,000, however, the accumulated spending is more than \$100,000 for similar items with this vendor over the multiple years of Air District operations so also necessitates Board approval. The Ambilabs purchase of the Pyxis is an additional \$50,033 and the total spending with Ambilabs is below \$100,000 so only requires APCO approval based on the current Administrative Code. The total amount requested for these proposed capital equipment procurements is \$202,299, with the excess \$7,231 spent on associated consumables, which we will use IRA grant funds to purchase. To begin spending IRA funds, we are recommending the Board of Directors authorize the Executive Officer/APCO to execute procurements with Thermo Environmental Instruments, TSI, and Ambilabs in the amount of \$36,993, \$115,273, and \$50,033, respectively.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The \$209,530 requested through the IRA grant will be spent exclusively on capital equipment and associated consumables described in this memo. No match is required from the Air District. Ongoing consumable costs after one year, as well as staff time used for procurement, testing, installation, and operation will be paid for by the Air District, which is included in the Board-approved budget for Fiscal Year Ending 2024.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Charity Garland  
Reviewed by: Jon Bower and Ranyee Chiang

#### ATTACHMENTS:

1. Draft Board Resolution Clean Air Act Special Purpose Activities and Inflation Reduction Act Funds from the US EPA
2. US EPA Grant Agreement

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A Resolution Accepting Clean Air Act Special Purpose Activities and Inflation Reduction Act Funds from the United States Environmental Protection Agency**

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend a grant up to \$209,530 in additional funding from the United States Environmental Protection Agency (US EPA) to procure air monitoring equipment to support community monitoring goals(hereinafter referred to as the “Grant”) and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, on January 10, 2023, the US EPA announced the availability of funds and solicited applications from eligible entities pursuant to the Inflation Reduction Act Act of 2022 to conduct Clean Air Act Special Purpose Activities;

WHEREAS, on May 26, 2023, the US EPA electronically mailed a Grant Agreement to the Air District authorizing the Grant in the amount of \$209,530 for procuring proposed monitors during Fiscal Year (FY) 2024;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District’s acceptance of the Grant and the associated funds, and commits the Air District to comply with the terms of the US EPA Grant Agreement.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required documents, and any amendments thereto to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

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John J. Bauters  
Chair of the Board of Directors

ATTEST:

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Lynda Hopkins  
Secretary of the Board of Directors

DRAFT

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 98T65601 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5A	<b>DATE OF AWARD</b> 05/23/2023
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 05/26/2023
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90049
		<b>RECIPIENT TYPE:</b> Special District	
<b>RECIPIENT:</b> Bay Area AQMD 375 Beale St., Suite 600 San Francisco, CA 94105 <b>EIN:</b> 94-1622746		<b>PAYEE:</b> Bay Area AQMD 375 Beale St., Suite 600 San Francisco, CA 94105	
<b>PROJECT MANAGER</b> Ranyee Chiang 375 Beale St, Suite 600 San Francisco, CA 94105 <b>Email:</b> rchiang@baaqmd.gov <b>Phone:</b> 415-749-8621		<b>EPA PROJECT OFFICER</b> Asia Yeary 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> yeary.asia@epa.gov <b>Phone:</b> 808-342-5675	
		<b>EPA GRANT SPECIALIST</b> Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> adams.veronica@epa.gov <b>Phone:</b> 415-972-3677	
<b>PROJECT TITLE AND DESCRIPTION</b> CAA Special Purpose Activities and Inflation Reduction Act (IRA)  This agreement provides funding under the Inflation Reduction Act (IRA) to the Bay Area Air Quality Management District (BAAQMD). The purpose of this grant agreement is to help the BAAQMD to better characterize volatile organic compounds, nitrogen oxides, and particulate matter on a local scale in overburdened communities to support source identification, enforcement measures, and emission reductions.  This grant agreement provides full federal funding in the amount of \$209,530.00.  The activities include the use of mobile (in-motion) and portable (short-term, relocatable) monitoring to characterize concentrations of toxic air pollutants in communities, to provide data for understanding sources that contribute to the pollution, and to inform follow-up investigation and actions to reduce emissions in communities. The primary focus of this work is investigating air quality in the San Francisco Bay Area's overburdened communities. The anticipated deliverables include procuring four air quality monitors and all associated costs. The expected outcomes include a better understand of localized air pollution. The intended beneficiaries include residents in the San Francisco Bay Area. No subawards are included in this assistance agreement.			
<b>BUDGET PERIOD</b> 07/01/2023 - 06/30/2024	<b>PROJECT PERIOD</b> 07/01/2023 - 06/30/2024	<b>TOTAL BUDGET PERIOD COST</b> \$209,530.00	<b>TOTAL PROJECT PERIOD COST</b> \$209,530.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 04/17/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$209,530.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$209,530.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 , U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Carolyn Truong			<b>DATE</b> 05/23/2023



### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$209,530	\$209,530
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
<b>Allowable Project Cost</b>	<b>\$0</b>	<b>\$209,530</b>	<b>\$209,530</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2309M9S014	2231	E1SFX	09M2	000A04XM6	4183	-	-	\$209,530
									\$209,530

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$209,530
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$209,530
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$209,530
12. Total Approved Assistance Amount	\$209,530
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$209,530
15. Total EPA Amount Awarded To Date	\$209,530

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

### **C. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

## **Programmatic Conditions**

### **a. Performance Reporting and Final Performance Report**

#### **1. Performance Reports - Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

#### **2. Performance Reports - Frequency**

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting periods end (every six-month period). The reporting periods are July 1 to December 31 and January 1 to June 30. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

#### **b. Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **c. Competency Policy**

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **d. Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include

appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

**1. Quality Management Plan (QMP):** Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP.
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

**2. Quality Assurance Project Plan (QAPP):** Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

**For Reference:**

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

**e. Equipment Disposition**

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer. Disposition instructions will be one of the following:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

(2) Except as provided in 2 CFR 200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided

that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

**--End of Document--**

**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: September 6, 2023

Re: Authorization to Amend Master Services Agreement with Just Cities, LLC for East  
Oakland AB 617 Community Steering Committee Support

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the Master Services Agreement with Just Cities, LLC (Contract No. 2022.102) from \$350,000 to an amount not-to-exceed \$620,000 and extend the term from June 30, 2024 to August 31, 2024, to provide facilitation and administrative support for the East Oakland AB 617 Community Steering Committee.

BACKGROUND

Following many years of community advocacy, on February 10, 2022, the California Air Resources Board selected East Oakland as the third Bay Area community to develop a Community Emissions Reduction Plan (CERP), with the support of the Air District's Board of Directors and East Oakland community organizations and residents. The District partnered with Communities for a Better Environment (CBE) throughout the CERP nomination and designation process for East Oakland. In May 2022, the Air District, with CBE's support, contracted with Just Cities, LLC (Just Cities) to provide facilitation, administrative, training, and logistics support to the Community Steering Committee. The Air District and CBE partnered to establish and convene an East Oakland Community Steering Committee (CSC) to guide the development of a CERP that addresses air quality and environmental justice issues in East Oakland. Just Cities provided support to convene their first meeting in September 2022.

For further background, Just Cities was selected through a Request for Qualifications (RFQ No. 2021-014) for Community Engagement Support and Facilitation Services, completed in early 2022. Along with ten other firms, Just Cities was selected to provide community engagement, logistics and facilitation support for meetings and workshops for the Air District online, hybrid online, and in-person meetings. Just Cities is a racial equity planning firm with experience supporting government agencies in planning efforts that empower and uplift communities suffering from the disparate impacts of disinvestment and pollution. The firm has staff experienced in designing, forming, implementing, and operating community steering committees involved in land use planning processes.

The following is a summary of the Just Cities contract amendment history:

- In May 2022, the Executive Officer/ APCO executed Master Services Agreement (MSA) No. 2022.102 for an amount not-to-exceed \$95,000, for a term through June 30, 2024.
- In 2022, the MSA's Task Order 1 was approved in an amount not-to-exceed \$95,000 for a term of January 30, 2023, for administrative, logistics, training and facilitation support for the East Oakland AB 617 Community Steering Committee.
- On October 19, 2022, the Board of Directors approved Amendment 1 to increase the MSA to a not-to-exceed amount of \$350,000 and increased Task Order 1 to a not-to-exceed amount of \$310,000 and extended the term to September 30, 2023, to continue providing administrative and facilitation support for the East Oakland AB 617 Community Steering Committee.
- In August 2023, the Executive Officer/ APCO approved Task Order 1 Amendment 1, a no-cost amendment to the scope of work and budget.

## DISCUSSION

Through the currently proposed MSA amendment, Air District staff seek to continue to provide administrative and facilitation support for the East Oakland AB 617 Community Steering Committee. Just Cities provides support to the project that will allow the Air District to stay on the CARB-approved timeline to complete the planning process to draft the CERP. Air District staff and CBE have identified a need for increased stipends for Community Steering Committee members for their time along with other support to reduce barriers to participation. Air District staff and CBE also have plans to transition to in-person or hybrid online meetings in this next year. This will help ensure the East Oakland CERP development process is truly community driven. A summary of the Task Order 2 activities includes the following:

- Just Cities staffing support for facilitation, administration, logistics coordination
- Stipends to Community Steering Committee members to support their attendance and participation in meetings, including as-needed childcare and travel reimbursements
- Stipends to the three Co-Chairs for meetings with District staff and CBE for agenda planning. Currently, there are three co-Chairs: Charles Reed, Aiyahna Johnson and Mykela Patton
- Childcare services at Steering Committee meetings held in person
- Translation and simultaneous interpretation services
- Food, venue, and other meeting support needs for in-person and hybrid meetings.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract in the amount of \$270,000 is included in the FYE 2024 budget for the AB 617 Program and is being funded by the Community Air Protection Program (CAPP) Implementation Funds.



Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Anna Lee  
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Executed Contract No. 2022.102 - Just Cities LLC
2. Executed Task Order 1 Contract No. 2022.102 - Just Cities LLC
3. Executed Amendment 1 Contract No. 2022.102 - Just Cities LLC
4. Executed Task Order 1 Amendment 1 Contract No. 2022.102 - Just Cities LLC
5. Draft Amendment 2 Contract No. 2022.102 - Just Cities LLC

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2022.102**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Just Cities, LLC** (“CONTRACTOR”) whose address is 2150 Allston Way, Suite 340, Berkeley CA 94704.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from May 1, 2022 to June 30, 2024, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

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

B. All insurance shall be placed with insurers acceptable to DISTRICT.

C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

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

#### 8. INDEMNIFICATION

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

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

#### 9. AGREEMENT TO PROVIDE SERVICES

A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.

B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$95,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

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

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

- C. CONTRACTOR shall assign those employees listed under the Task Orders to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such

report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
  20. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
  21. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
  22. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to



enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

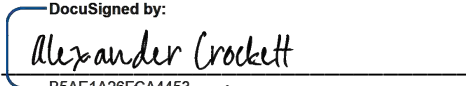
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

JUST CITIES, LLC

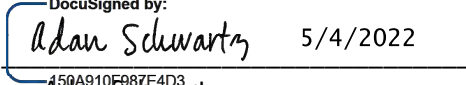
By:   
Alexander Crockett  
Interim Executive Officer/APCO

By:   
Margareta Lin  
Managing Director

Date: 5/4/2022

Date: 4/25/2022

Approved as to form:  
District Counsel

By:   
Adam Schwartz  
Acting District Counsel

## **Attachment A General Description of Services**

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

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

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

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

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

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

**Work Plan:**

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

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

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

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

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

*Deliverables:*

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

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

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

*Deliverables:*

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

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

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order shall be Margaretta Lin, Managing Director, Just Cities, LLC at [margaretta@justcities.work](mailto:margaretta@justcities.work), 510.409.8653. DISTRICT's contact person under this Task Order shall be Anna Lee at [alee@baaqmd.gov](mailto:alee@baaqmd.gov).

**Task Order Cost:**

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

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

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

#### Not to Exceed (NTE) Budget Overview

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

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

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

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

JUST CITIES, LLC

By: <sup>DocuSigned by:</sup>  
Alexander Crockett  
Alexander Crockett  
Interim Executive Officer/APCO

By:   
Margaretta Lin  
Managing Director

Date: 5/4/2022

Date: 4/25/2022

Approved as to form:  
District Counsel

By: <sup>DocuSigned by:</sup>  
Adan Schwartz 5/4/2022  
Adan Schwartz  
Acting District Counsel



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

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

**RECITALS:**

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

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

JUST CITIES, LLC

By: DocuSigned by:  
*Sharon Landers*  
7180203A08BE42D  
Sharon Landers  
Interim Executive Officer/APCO

By:   
Margaretta Lin  
Managing Director

Date: 11/11/2022

Date: 11/3/2022

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 11/11/2022  
B5AE1A26FCA4453  
Alexander G. Crockett  
District Counsel

## Task Order No. 1-A

### Work Plan:

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

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

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

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

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

*Deliverables:*

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

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

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

*Deliverables:*

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

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

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

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

*Deliverables:*

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

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

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

*Deliverables:*

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

**Task 5: Miscellaneous**

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

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

**Deliverables:**

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

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

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order shall be Margaretta Lin, Managing Director, Just Cities, LLC at [margaretta@justcities.work](mailto:margaretta@justcities.work), 510.409.8653. DISTRICT's contact person under this Task Order shall be Anna Lee at [alee@baaqmd.gov](mailto:alee@baaqmd.gov).

**Task Order Cost:**

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

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

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

### Not to Exceed (NTE) Budget Overview

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

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

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

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

**AMENDMENT NO. 1 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
TASK ORDER NO. 1, CONTRACT NO. 2022.102**

This amendment to the above-entitled contract (“Task Order Amendment”) is dated, for reference purposes only, July 13, 2023, and consists of 7 pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Just Cities, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into a master services contract for community engagement support and facilitation services (the “Contract”), which Contract was executed on behalf of CONTRACTOR on April 25, 2022, and on behalf of DISTRICT on May 4, 2022.
2. Pursuant to Sections 9 and 10 of the Contract, DISTRICT ordered services from CONTRACTOR by Task Order No. 1, which was executed on behalf of CONTRACTOR on April 25, 2022, and on behalf of DISTRICT on May 4, 2022. Pursuant to Section 10, Task Order No. 1 became part of, and was incorporated into, the Contract.
3. The PARTIES entered into Amendment No. 1 to the Contract, dated September 15, 2022, for reference purposes only, to amend the total cost of the Contract, and to replace Task Order No. 1 executed under the Contract. Pursuant to Section 10, Task Order replacement for Task Order No. 1 became part of, and was incorporated into, the Contract.
4. The PARTIES seek to amend the work plan of Task Order No. 1-A executed under the Contract because DISTRICT seeks to update the services received from CONTRACTOR and CONTRACTOR desires to provide those updated services.
5. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend Task Order No. 1 as follows:

**TERMS AND CONDITIONS OF TASK ORDER AMENDMENT:**

1. By this Task Order Amendment, DISTRICT and CONTRACTOR replace Task Order No. 1-A with the attached Task Order No. 1-B, and agree that all references in the Contract to “Task Order No. 1-A” shall be deemed to refer to “Task Order No. 1-B.”
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 Task Order Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

JUST CITIES, LLC

By: DocuSigned by:  
*Philip Fine*  
\_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By:   
\_\_\_\_\_  
Margaretta Lin  
Managing Director

Date: 8/15/2023

Date: 7/21/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 8/15/2023  
\_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## Task Order No. 1-B

### Work Plan:

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

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

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

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

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

*Deliverables:*

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

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

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

*Deliverables:*

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

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

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

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

*Deliverables:*

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

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

4.1 CONTRACTOR will assist DISTRICT in developing a web-based mapping tool to collect data from community members about sources of pollution and concern and community assets as a means to identify issues to address in the East Oakland CERP. CONTRACTOR will obtain a login/account and assist DISTRICT in managing a new East Oakland Social Pinpoint Community Mapping project, including responding to and addressing technical issues with utilizing the mapping tool, as needed.

4.2 CONTRACTOR will conduct analysis with CBE and DISTRICT, based on engagement with the mapping tool and create a short report and/ or powerpoint presentation for the Community Steering Committee summarizing the findings, as needed.

*Deliverables:*

- Respond to and address technical issues for the East Oakland Social Pinpoint platform, as needed
- Create a 1-2 page summary of results and/ or powerpoint presentation (as needed).

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

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order shall be Margaretta Lin, Managing Director, Just Cities, LLC at [margaretta@justcities.work](mailto:margaretta@justcities.work), 510.409.8653. DISTRICT's contact person under this Task Order shall be Anna Lee at [alee@baagmd.gov](mailto:alee@baagmd.gov).

**Task Order Cost:**

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

STAFF	TITLE	HOURLY RATE
Margaretta Lin	Principal/Managing Director	\$237
Diana Benitez	Project Director	\$195
Charisma Acey	Research Director/Trainer	\$237
TBA	Project Manager	\$125
TBA	Co-Trainers	\$500 per training stipend

**Not to Exceed (NTE) Budget Overview:**

Amounts in the following budget table are strict limits per task.

TASK	DESCRIPTION	BUDGET
1	Administer, Co-Lead, Host Steering Committee Meetings (not including Subtask 1.7)	\$200,398.48
Subtask 1.7	Stipends for Steering Committee (12 months)	\$49,895.28
2	Capacity-building for community members	\$15,452.40
3	Mini-Grants for Community-Based Organizations	\$32,253.00

4	Participatory Action Research & Social Pinpoint	\$12,000.00
<b>Estimated Budget:</b>		<b>\$309,999.16</b>
<b>Task Order Not to Exceed Amount</b>		<b>\$310,000.00</b>

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

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

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

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.102**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, July 28, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Just Cities, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for services to provide community engagement and facilitation support to the DISTRICT (the “Contract”), which Contract was executed on behalf of CONTRACTOR on April 25, 2022, and on behalf of DISTRICT on May 4, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 15, 2022, for reference purposes only, to amend the total cost of the Contract and to amend Task Order No. 1 executed under the Contract.
3. The PARTIES seek to amend the term and total cost of the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract, and CONTRACTOR desires to continue to provide those services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now August 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$350,000” with “\$620,000.”
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

JUST CITIES, LLC

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Margaretta Lin  
Managing Director

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Alexander G. Crockett  
District Counsel

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: September 6, 2023

Re: Authorization to Amend Signature Authority for Air District Accounts Held With the  
San Mateo County Treasurer

RECOMMENDED ACTION

Recommend the Board of Directors adopt a resolution granting the Executive Officer/Air Pollution Control Officer (APCO), Director of Finance, Deputy Executive Officer of Finance and Administration, and Chief Operating Officer authorization to sign orders drawn by the Air District on Air District funds held by the Treasurer of San Mateo County, including check signing authority.

BACKGROUND

The Board of Directors has previously authorized Stephanie Osaze, Director of Finance, and Sharon Landers, Interim Executive Officer/APCO from May 2022 to February 2023, to sign orders drawn by the Air District for Air District funds held by the Treasurer of San Mateo County (County). It is best practice and recommended to have a minimum of two authorized signatures on the account with the County. With the recent hiring of the new Executive Officer/APCO, there is a need to update the authorized signers on the Air District’s account with the County.

DISCUSSION

The County of San Mateo requires a board resolution for authorized signers on the Air District’s bank account. To minimize operational disruptions because of personnel changes that may occur from time to time, Air District staff is recommending changing the number of Air District authorized representatives to four specified position titles, increasing operational efficiency. The four Air District position titles being recommended as authorized signers are:

1. Executive Officer/APCO (primary)
2. Director of Finance (primary)
3. Deputy Executive Officer of Finance and Administration (alternate)
4. Chief Operating Officer (alternate)

While the Executive Officer/APCO and Director of Finance will be responsible for check signing authority, the Deputy Executive Officer of Finance and Administration and the Interim Chief Operating Officer will serve as alternates to ensure business continuity if one or both incumbents in the primary positions leaves the Air District.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Stephanie Osaze  
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Resolution to Authorize Air District Signature Change

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**Resolution No. 2023 - \_\_\_\_\_**

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District  
Establishing and Amending Signing Authority for Air District Accounts Held With  
The Treasurer of San Mateo County**

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (Air District) has previously authorized Sharon Landers, former Interim Executive Officer/APCO, and Stephanie Osaze, Director of Finance, to sign orders drawn by the Air District on Air District funds held by the Treasurer of San Mateo County;

WHEREAS, Ms. Landers' term as Interim Executive Officer/APCO ended upon the appointment of the new permanent Executive Officer/APCO, Dr. Philip Fine, necessitating a change in signing authority;

WHEREAS, in addition to making this change, the Board of Directors also desires to increase the number of authorized signers from two to four, with two primary and two alternate signers, and also desires to designate the authorized signers by position title and not by the name of the individual incumbent; and

WHEREAS, adding alternate signers and designating the authorized signers by position title is necessary, consistent with best practices, in order to minimize operational disruption because of personnel changes that may occur from time to time and to ensure business continuity;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Bay Area Air Quality Management District hereby authorizes the Executive Officer/APCO and Director of Finance as primary signers, and the Deputy Executive Officer of Finance and Administration and Chief Operating Officer as alternate signers, to sign orders drawn by the Air District on Air District funds held by the Treasurer of San Mateo County, with check signing authority included in this authorization.

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:

ABSENT:

**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: September 6, 2023

Re: Authorization for a One-Year Contract Renewal with Microsoft Corporation for  
Unified Support and Expanded Cybersecurity Operation Services

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a one-year contract with Microsoft Corporation for unified support and cybersecurity operation services for an amount not to exceed \$264,725.

BACKGROUND

Master Services Agreement reference U4892169 with Microsoft Corporation in the amount of \$264,725 is for renewal of Microsoft Unified Support services and requires Board approval.

DISCUSSION

The Air District uses and depends on Microsoft hardware, operating systems, application servers, productivity suites, and cloud-based development & hosting services that are critical for the ongoing support and delivery of Air District operations. Microsoft offers Unified Support services as a means to open trouble tickets for technical issues that arise on any of the Microsoft product lines and receive immediate and direct support from the teams at Microsoft that are most familiar with each specific Microsoft product. As manufacturer support is only available from the Microsoft corporation as the manufacturer of the software, this contract renewal request is a no-bid, sole source request.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The projected cost of this contract was included in program 726 under the Information Services Division in the Fiscal Year Ending 2024 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Derek Klein  
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Master Services Agreement Ref U4892169 - Microsoft
2. Cybersecurity Operations Service (COS) Datasheet
3. Enhanced Designated Engineering (EDE) Security Focused Datasheets

# Microsoft Enterprise Services Work Order

Work Order Number  
(Microsoft Affiliate to complete)

**GVS1238-440205-558029**

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U4892169**, effective as of **6/24/2008** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
<b>Bay Area Air Quality Management District</b>	<b>Microsoft Corporation</b>
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date(effective date)

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)
--

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services? [  ] **Yes** or [  ] **No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer BAAQMD		Contact Name (Receives invoices under this Work Order) Derek Klein
Street Address Attn Accounts Payable 375 Beale Street Suite 600		Contact E-Mail Address dklein@baaqmd.gov
City San Francisco	State/Province California	Phone 415-317-7849
Country United States	Postal Code 94105-2097	Fax

## 1. Support Services and Fees.

### 1.1. Term.

Microsoft Enterprise Support Services will commence on **8/2/2023** (the "Support Commencement Date") and will expire on **8/1/2024** (the "Support Expiration Date").

### 1.2. Description of the Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

**Services by Support Location**

Unified Enterprise Support for BAAQMD FY 2023-24 USA - SLG - Enterprise West 8/2/2023 - 8/1/2024		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add-On for BAAQMD FY 2023-24 USA - SLG - Enterprise West 8/2/2023 - 8/1/2024		
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Enhanced Security for BAAQMD FY 2023-24 USA - SLG - Enterprise West 8/2/2023 - 8/1/2024		
Quantity	Service	Service Type
1 ea	Cybersecurity Operations Service	Security Services
Included	Service Delivery Management Extended	Service Delivery Management

Enhanced Designated Engineering Security Infrastructure for BAAQMD FY 2023-24 USA - SLG - Enterprise West 8/2/2023 - 8/1/2024		
Quantity	Service	Service Type
400 hr	Enhanced Designated Engineering Security Infrastructure	Designated Support Engineering



Included	Service Delivery Management Extended	Service Delivery Management
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### 1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30 calendar days** of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Unified Enterprise Support for BAAQMD FY 2023-24	8/2/2023	71,237.00
Unified Proactive Services Add-On for BAAQMD FY 2023-24	8/2/2023	20,005.00
Enhanced Security for BAAQMD FY 2023-24	8/2/2023	140,325.00
Enhanced Designated Engineering Security Infrastructure for BAAQMD FY 2023-24	8/2/2023	146,400.00
Subtotal		377,967.00
Flex Allowance		(25,000.00)
Microsoft One Time Investment *		(88,242.00)
<b>Total Fees (excluding taxes)</b>		<b>264,725.00</b>

Billing Schedule	Billing Date	Fee USD
One Time Payment	8/2/2023	264,725.00
<b>Total Fees (excluding taxes)</b>		<b>264,725.00</b>

\* The services described above constitute "gratuitous" services for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. It is our intent that our performance of such services be in compliance with applicable laws and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverables provided under this Work Order are for the sole benefit and use of **Bay Area Air Quality Management District**, directly or indirectly, and are not provided to or for the benefit of any government employee or individual.

## Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

### 1.4. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Derek Klein		
Street Address 375 Beale St Suite 600		Contact E-Mail Address dklein@baaqmd.gov
City San Francisco	State/Province California	Phone 415-317-7849
Country United States	Postal Code 94105	Fax

## 2. Use, ownership, restrictions and rights.

### 2.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

### 2.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and

Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

### **2.3. Pre-existing Work.**

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

### **2.4. Services Deliverables.**

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

### **2.5. Non-Microsoft software and technology.**

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

### **2.6. Affiliates' rights**

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

### **2.7. Restrictions on use.**

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at

different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

## 2.8. Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## 3. Microsoft Professional Services Data Protection Addendum and Confidentiality.

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party’s confidentiality obligations relating to Professional Services Data provided under this Work Order, each party’s maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

## 4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Marc Hogrefe	
Phone	Contact E-Mail Address
	Marc.hogrefe@microsoft.com

## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Enterprise 6	7580509

# Protect your investments, people, reputation, and your organization

## Cybersecurity Operations Service

Keeping pace with the rapidly changing cyber threat landscape can be difficult for any organization, and developing an effective way to deal with today's adversaries can require highly-specialized expertise.

**Cybersecurity Operations Service (COS)** is a cybersecurity service offering for organizations who are looking to understand and reduce their exposure to the risks posed by today's targeted attacks from determined human adversaries and sophisticated criminal organizations. It's proactive and discrete service that involves a team of highly-specialized Microsoft resources providing remote analysis for a fixed-fee. The service is, in effect, an incident response prior to an actual emergency.

### Outcomes



#### Findings

Identify systems that may be compromised or vulnerable.



#### Recommendations

Guidance for your team to take proactive measures to improve security posture.

### Capabilities

**COS is delivered by the Microsoft Detection and Response Team (DART)**, the same team that responds to cybersecurity incident response situations worldwide. Microsoft *Defender for Endpoint* (MDE), *Defender for Identity* (MDI), *Cloud Application Security*, and custom analysis tools enable DART to provide the strategic guidance needed to properly harden environments against advanced and persistent attacks.



#### Investigate

Leverage the experience and expertise of Microsoft's Incident Response professionals for proactive investigation.



#### Analyze

Compare your organization's needs with the state of your current security and today's threat environment.



#### Manage

Improve your ability to respond effectively to risk in a constantly evolving threat landscape.

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## Scope

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Duration: 4 weeks or more

### Scope

Determine the level of effort for analysis week, based on total number of endpoints and number of tenants.

### Kickoff

Deploy Defender and validate connection with your environment for a minimum of 30 days.

### Analysis

Examine up to 50,000 end points and two (2) tenants over the course of a week.

### Brief

Present an Executive Summary that shares our Findings and Recommendations.

### Remediate

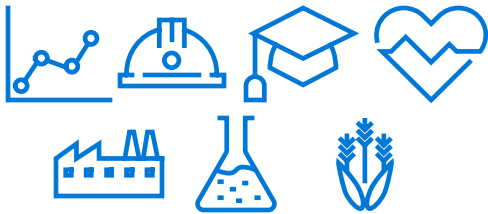
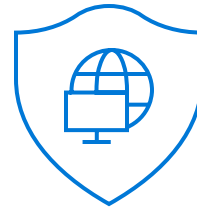
Work with you to identify Microsoft services and products that can help you address your security challenges.

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## Perspective

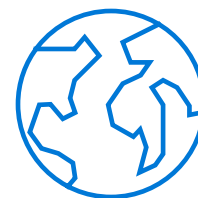
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**Microsoft Cybersecurity Operations Service** is utilized globally by leading defense, government, and commercial entities to help secure their most sensitive, critical environments.



**We work in all commercial sectors**, including financial services, utilities, education, health services, pharma, medical, manufacturing, chemical & petrochemical, professional services, technology, natural resources, and critical infrastructure.

**Microsoft Detection and Response Team supports** organizations' peace-of-mind in 54 countries and regions across Africa, the Americas, Asia, Europe, The Middle East, and the Pacific.



**54**

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## Additional information

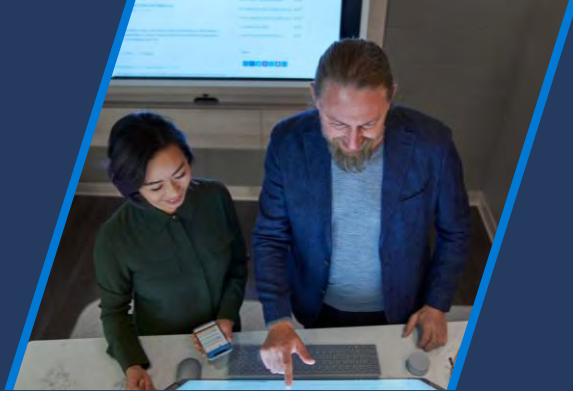
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**Why the Microsoft Detection and Response Team (DART)?** DART is comprised of industry experts with extensive experience in both the private sector and government. DART knows Microsoft and Windows better than any vendor and has integrated access to Windows security and operating system product groups. With extensive partnerships with the Microsoft Threat Intelligence Center and Defender Engineering, DART maintains extensive visibility and knowledge of threat actors and can help ensure our customers are better prepared for today's adversaries. DART members devote 100% of their time to providing cybersecurity solutions to Microsoft and Microsoft's customers worldwide.

**Next Steps** Contact your Microsoft DART representative or visit <http://aka.ms/dartalert> to learn how you can protect your organization with the Cybersecurity Operations Service.

# EDE Security: Infrastructure





## Secure and Optimize Cloud + On-premise



Enhanced Designated Engineering (EDE) Security: Infrastructure helps secure and optimize your Multi-Cloud and on-premise infrastructure environments—including an assessment of your current Security architecture, design sessions, and security workshops—with customized assistance to meet your business needs.

Modernize your cloud infrastructure security leveraging cloud workload protection solutions to strengthen your security posture and provide advanced threat protection across your cloud native, hybrid, and multi-cloud workloads. Building on the values of deep technical expertise, knowledge transfer, and knowledge of your environment and organization, we work with you to optimize the security architecture of your on-premise and multi-cloud environments.

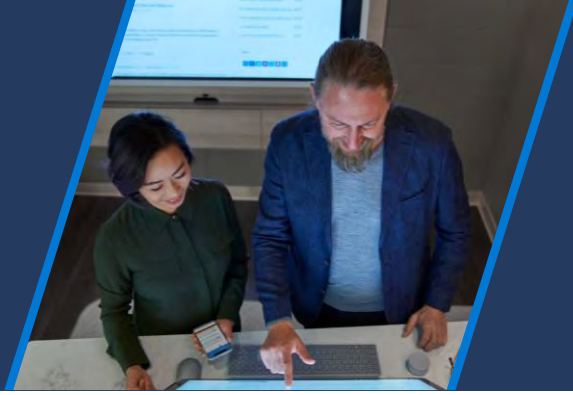
Delivery model	Examples of available deliveries—Network security, VPN, VM (IaaS)
EDE Security: Infrastructure deliveries utilize the technical expertise of multiple engineers working together as a single delivery unit. You'll have experts across Infrastructure Security working together for the best experience.	<ul style="list-style-type: none"> <li>• Envision workshop for end-to-end security</li> <li>• Architecture design session for securing multi-cloud environments</li> <li>• Solution optimization for securing multi-cloud environments</li> <li>• Security: Azure networking design and implementation</li> </ul>

 Assessing and envisioning	<b>1</b> <b>Protect</b> Develop strategies to protect your enterprise infrastructure. Assess current state of on-premise and multi-cloud environments.
 Capability and service needs alignment	<b>2</b> <b>Detect</b> Detect threats by leveraging an auditing policy, collecting and analyzing logs, and monitoring for deviation. Reduce privileged access and detect current anomalies.
 Technology planning, implementation, and operation	<b>3</b> <b>Respond</b> Quickly and effectively respond to threats through response planning. Act on advanced security log analysis and execute an effective response plan.
 Attainment, adoption, and quality management	<b>4</b> <b>Educate</b> Provide ongoing education on Modern Attack and Defense. Gain insight into emerging threats and understand the latest techniques to prepare an effective defense strategy.

<b>Why EDE?</b> For more information about Support solutions from Microsoft, contact your Microsoft representative or visit the <a href="#">Unified website</a> .	A proven outcome-based framework to achieve your organizational and IT objectives <hr/> Integration with your team to ensure a deep technical relationship and ongoing awareness of your organization and IT environment <hr/> Knowledge transfer to help your IT staff increase skills for stabilization, optimization, and innovation
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# Get the help you need to attain your desired state with EDE



## Assess and envision

### Expert environment assessment and visionary planning

We imagine and envision the art of the possible through technology-enabled innovation. We are part of your team—assessing your needs and environment to create a successful vision of the capabilities and potential technology needed to support your desired business outcomes. We identify risks and take proactive steps to reduce future issues.

- Evaluate business and technical requirements, focusing on key priorities.
- Create a joint future vision based on your organization's needs and outcomes.
- Solve problems proactively to optimize technology.

## Define and implement

### Envisioning future state and following an action plan

EDE works with you to define an effective yet simple delivery plan, aligning goals to attain the desired outcome. Our integrated approach focuses on overcoming challenges through quality of delivery. With access to the full resources of Microsoft, we chart a course that gets you from your current state to where you want to go.

- Define goals and create a delivery plan.
- Align initiatives to priorities.
- Guide architecture design and supportability review.

## Attain and adopt

### Reach the optimal state and upskill your team to maximize productivity

Attain your outcomes through operational optimization and skills development. Maximize value through targeted knowledge transfer to empower IT staff with increased skills and independence. Measure future success through ongoing iterative service delivery.

- Optimize and maximize operations to attain value.
- Develop capabilities and skills.
- Create an integrated continuous cycle of success.

**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: September 6, 2023

Re: Authorization to Execute a Multi-Year Contract with Ideal Computer Services, Inc.  
for Hosting Services of the Legacy Systems

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a multi-year contract with Ideal Computer Services, Inc. for hosting services of the legacy systems in an amount not to exceed \$106,272.

BACKGROUND

Remote application hosting enables the delivery of software via the internet instead of hosting on-site at the Beale Street data center. The hosted application model has many advantages over traditional, on-premises solutions, such as cost savings in outsourcing the IT infrastructure and avoiding costly capital expenses of on-premise solutions. They are typically offered on a subscription basis, which can also help save money by allowing us to pay for only what we need. Increased reliability and availability as they are hosted by providers who have the specialized expertise, personnel and infrastructure to provide enhanced availability and usability.

DISCUSSION

Ideal Computer Services currently provides the only commercially available hosting services in the San Francisco Bay Area for out-of-support mainframe hardware systems for the HP 3000 and 9000 systems that support the Air District's legacy permitting and enforcement applications. Experience in the preceding years has demonstrated that the contractor has provided a well-performing and responsive service that has allowed the Air District to maintain up-time and reliability for the systems.

Because the vendor is hosting Air-District-owned hardware, and occasional visits are required to the physical location of the hosting, a Bay Area location is essential for this service; and because this vendor is the only vendor that provides these services in the Bay Area, this contract renewal is requested as a sole source no-bid agreement.

Although the contract is structured as a multi-year agreement, the contract allows for 30 day cancelation and will be terminated in alignment with the decommissioning of the Air District's legacy computing systems anticipated in 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost for this contract is included in the Fiscal Year Ending 2024 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Duane Vazquez  
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Original Executed Contract No 2021.168 - Ideal Computer Svcs Inc.
2. Draft Updated Vendor Agreement No. 2023.150 - Ideal Computer Svcs Inc.



F. GENERAL

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. We may employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. We may use firewalls, internal restrictions, password protection, physical lock and key and other security measures to help prevent unauthorized access to your personally identifiable information.
9. **Addendum-L** contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and are considered to be in full force upon signature acceptance by both parties.

Acceptance of this agreement by IDEAL is subject to monthly charge of **\$3,271.00** per month for System HOSTING services.

ACCEPTED: **Bay Area Air Quality Mgt. Dist.**

Customer's Legal Name

By: Jack P. Broadbent 10/20/2021

Name

Date

DocuSigned by:

Signature

0EE3D01BFB654A3...

ACCEPTED: **IDEAL COMPUTER SERVICES, INC.**

By: Paul H. Lawrence - President/C.E.O

By: \_\_\_\_\_

Signature

EFFECTIVE DATE: 10/01/2021

EXPIRATION DATE: 09/30/2023

Exhibits: 12649

P.O. Number or Name

Note: Please email or fax this signature page only to [Kvle Melander contracts@icsgroup.com](mailto:Kvle.Melander.contracts@icsgroup.com)



**F. GENERAL**

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. We may employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. We may use firewalls, internal restrictions, password protection, physical lock and key and other security measures to help prevent unauthorized access to your personally identifiable information.
9. **Addendum-L** contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and are considered to be in full force upon signature acceptance by both parties.

When signed below, customer agrees to pay \$ 700.00 per month for the services to be rendered under this agreement.

This agreement shall be effective on the date indicated below.

Accepted: Bay Area Air Quality Mgt. Dist.  
CUSTOMERS LEGAL NAME

ACCEPTED IDEAL COMPUTER SERVICES, INC.

By: Jack P. Broadbent  
PRINTED NAME  
APCO/Executive Officer

By: Paul Lawrence  
President-CEO

DocuSigned by:  
  
SIGNATURE  
0EE3D01BFB654A3...

SIGNATURE

Effective Date: 10/1/2021 – 9/30/2023

Date Accepted: 10/21/2021

**Please return this original with your confirming purchase order or name of verbal authorization individual:**

\_\_\_\_\_  
PURCHASE ORDER REFERENCE

July. 18, 2023

John Chiladakis

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

Dear John,

We thank you for the opportunity to serve you over the past year and would like to remind you that your Hosting and DR Agreements will expire on 09/30/23.

Enclosed is your annual renewal for the period of 10/01/23 – 09/30/25. Please review and let us know if you need to make changes. You may fax changes to 925-447-4780.

**If the renewal is acceptable to you, please sign the original and keep a copy for your files, also please include the Purchase Order number or indicate 'Verbal' with the name of the person responsible.**

We look forward to receiving your signed agreement prior to the expiration of support.

**You are a valued customer and we appreciate your business.**

If I can answer any questions or be of further assistance to you, please give me a call at 1-800-862-8787 ext. 201 or email me at [contracts@icsgroup.com](mailto:contracts@icsgroup.com).

Regards,

Kyle Melander  
Executive Administrator

## COMPUTER SYSTEM REMOTE HOSTING AGREEMENT

Customer: Bay Area Air Quality Mgt. Dist.  
Address: 375 Beale St, Suite 600  
City: San Francisco, CA 94109

Contact: John Chiladakis  
Phone: (415) 749-5106  
Email: jchiladakis@baaqmd.gov

Attachments: **A, L, M**

**IDEAL COMPUTER SERVICES, INC.** under the terms of this agreement will HOST and maintain customer's computer system and provide services as described in general under Exhibit 'A' or further defined in any additional attached Addendum(s).

### A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

1. **IDEAL** is **Ideal Computer Services, Inc.**
2. **Customer** is: **Bay Area Air Quality Mgt. Dist.**
3. **MSC** is Monthly Service Charge.
4. **SPC** - **S**tandard **P**eriod of **C**overage is Mon-Fri, 8AM-5PM excluding **IDEAL** holidays. **SPC** days and hours may be extended as stated on individual Exhibit attached to this agreement.
5. **Business Day** – is considered to be Monday thru Friday of each week excluding holidays.
6. **SBD** is **S**ame **B**usiness **D**ay, Mon-Fri, 8AM-5PM within 4 hour response.
7. **NBD** is **N**ext **B**usiness **D**ay, Mon-Fri.
8. **VOS** is **V**olume **O**n **S**ite typically within 2 Business Days but not to exceed 5 Business Days.
9. **24 Hour** support by 7 days per week includes support on **IDEAL** holidays.

### B. HOST TERM

1. This agreement shall commence on the specified effective date and end two (2) years thereafter. Either party may terminate this agreement upon 30 days written notice to the other party. Customer will be liable for any costs of incurred prior to termination date.
2. Additionally, this agreement may be terminated by the occurrence of any of the following events:
  - a. Default by either party including non-payment of services.
  - b. Cessation of business or bankruptcy by either party

### C. HOSTING SERVICE:

1. **IDEAL** will **MAINTAIN** in good working condition customer's supplied system which the customer has subscribed to in the attachments.

2. **IDEAL** will provide a toll free telephone number for Customer to place service requests. In response to customer's request for service, **IDEAL** will respond typically within 20 minutes for support.

3. **Calls started within the SPC** shall be covered under this agreement. If the customer specifically requests service outside the SPC the service will be charged at **IDEAL**'s current rate and invoiced separately. **IDEAL** is responsible for all labor and parts (within the **SPC**) in support of MPE hosting services to the customer.

4. **IDEAL** will provide qualified personnel to support the hosted system.

5. **IDEAL** will provide secure storage of customer supplied media during the term of this agreement.

### 6. LOCATION OF HOST SITE:

**IDEAL Computer Services, Inc.**  
Secure Data Center  
6111 Southfront Road, Suite J  
Livermore, CA. 94551

### D. EXCLUSIONS:

The following exclusions are not covered by the MSC:

1. Consumable supplies (ribbons, paper, media, etc) as specified by the manufacturer.
2. Programming or software support.
3. Unauthorized modifications by customer or others.
4. De-installation or relocation.
5. Acts of God, war, strikes, other action outside of the control of **IDEAL**.

### E. CUSTOMER REQUIREMENTS:

1. Customer must provide all operating system, data, third party software and information necessary to satisfy customer's ongoing hosting requirements.
2. It is recommended that Customer prepare and provide **IDEAL** with a copy of its disaster recovery plan as pertains to this hosting support agreement.

**F. GENERAL**

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. We may employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. We may use firewalls, internal restrictions, password protection, physical lock and key and other security measures to help prevent unauthorized access to your personally identifiable information.
9. **Addendum-L** contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and are considered to be in full force upon signature acceptance by both parties.

Acceptance of this agreement by **IDEAL** is subject to monthly charge of **\$3,728.00** per month for System HOSTING services.

ACCEPTED: **Bay Area Air Quality Mgt. Dist.**  
Customer's Legal Name

ACCEPTED: **IDEAL COMPUTER SERVICES, INC.**

By: \_\_\_\_\_  
Name Date

By: Paul H. Lawrence – President/C.E.O

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

EFFECTIVE DATE: 10/01/2023

EXPIRATION DATE: 09/30/2025

\_\_\_\_\_

Exhibits: 13009

P.O. Number or Name

Note: Please email or fax this signature page only to Kvie Melander [contracts@icsaroup.com](mailto:contracts@icsaroup.com)



**ADDENDUM 'A'**  
**GENERAL SERVICES for HOSTING**

Customer: Bay Area Air Quality Mgt. Dist.  
Host Agreement Number: 13009  
Customer Server Model: K380, 967, G70, 927  
Server Serial Number: N/A

Contact: John Chiladakis  
Phone: (415) 749-5106  
E-mail: jchiladakis@baaqmd.gov

**1.0 IDEAL Supplied HOST services**

1. Remote Connectivity includes:
  - a. Restricted LAN
  - b. HP Remote secure web console
  - c. Two Virtual desktops for system administration
  - d. VPN Secure Router for IPSEC VPN Tunnel Connectivity
  - e. CISCO VPN Client Connectivity
  - f. SSLVPN connectivity
2. Temperature controlled environment
3. Remote Hands assistance with mounting store/restore tapes on system (25 events per month)
4. Support for up to 100 simultaneous users

**4.0 Optional HOST Services available**

- |  |   |
|--|---|
| 1. System management by Ideal            | \$160.00 per hour (billed only as needed) |
| 2. Softline* support 8-5 Monday - Friday | as quoted                                 |
| 3. Softline* support 24x7                | as quoted                                 |
| 4. Additional Remote Hands events        | \$25.00 per request                       |
| 5. On-duty operator 8-5 Monday - Friday  | \$45.00 per hour                          |
| 6. On-duty operator 24x7                 | \$1000.00 per day                         |

\*Note: Softline support is identical to HP's operating system software support for your MPE/iX or HPUX environment and includes crash dump analysis.

ADDENDUM 'L'  
Customer Required Legal modifications and additions  
on Remote Hosting

Customer: **Bay Area Air Quality Mgt. Dist.**

**Customer Instructions:** Please use this form to make your legal modifications, if any, to the standard terms and conditions from Ideal Computer Services. Modifications shall reference the section and subsection being revised or amended. These changes are attached as addendum 'L' and supercede or modify the terms and conditions referred to. If there are no changes this addendum will be blank. *See Terms and Conditions agreement page 2, section 'F.9'*

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DRAFT

**ADDENDUM 'M'**  
**Customer additions of equipment or services**  
**on Remote Hosting agreement**

**Customer: Bay Area Air Quality Mgt. Dist.**

This addendum is used to address additions, deletions or other modifications of the equipment and services outlined by Addendum 'A' and defined under Terms and Conditions portion of the agreement from Ideal Computer Services. These changes shall attach as addendum 'M'. If there are no modifications this addendum will be blank. *See Terms and Conditions agreement section 'C.1.'*

---

1. Upon termination of the Hosting Agreement, Customer can release the original HP Servers to IDEAL for disposal or schedule a pickup for removal.

DRAFT



**Customer:** Bay Area Air Quality Mgt.Dist.  
**Support:** Hosting  
**Print Date:** July 25, 2023  
**Effective Date:** October 01, 2023

**Contract:** 13009  
**Status:** InRenew  
**Payment Terms:** Monthly in Advance  
**Expiration Date:** September 30, 2025

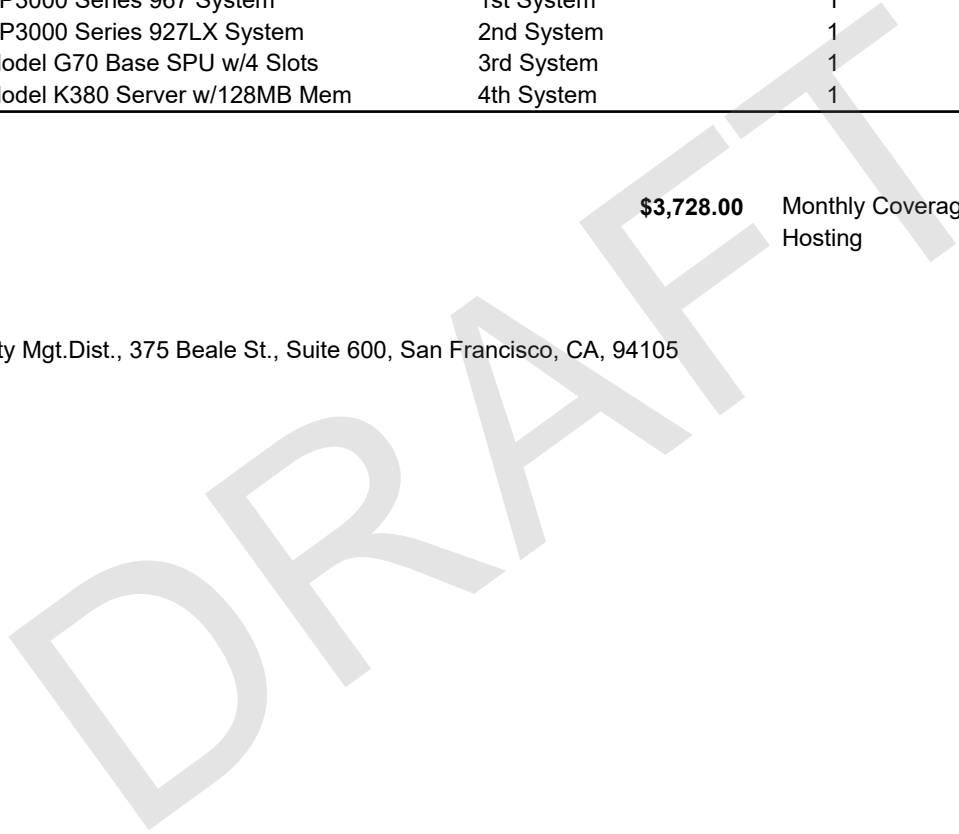
**Reference:** Hosting - 4 Systems

**EQUIPMENT EXHIBIT**

Model	Description	SerialNumber	Qty	Each	Extended
HOSTING	Hosting/collocation		1		
A1710A	HP3000 Series 967 System	1st System	1		
A1771B	HP3000 Series 927LX System	2nd System	1		
A2971A	Model G70 Base SPU w/4 Slots	3rd System	1		
A4871A	Model K380 Server w/128MB Mem	4th System	1		

**\$3,728.00** Monthly Coverage  
 Hosting

Bay Area Air Quality Mgt.Dist., 375 Beale St., Suite 600, San Francisco, CA, 94105



## COMPUTER SYSTEM DISASTER RECOVERY AGREEMENT For WARM SITE

Customer: Bay Area Air Quality Mgt. Dist.  
Address: 375 Beale St, Suite 600  
San Francisco, CA 94105

Contact: John Chiladakis  
Phone: (415) 749-5106  
Email: jchiladakis@baaqmd.gov

Attachments: **Addendums A, L, M**

**IDEAL COMPUTER SERVICES, INC.** under the terms of this agreement will provide use of a computer system and services as described in general under Addendum 'A' or further defined in any additional attached Addendum(s).

### A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>1. <b>IDEAL</b></li><li>2. <b>Customer</b></li><li>3. <b>DR</b></li><li>4. <b>DR System</b></li><li>5. <b>DR Drill</b></li><li>6. <b>Hot Site</b></li><li>7. <b>Warm Site</b></li><li>8. <b>Cold Site</b></li></ul> | <p>IDEAL COMPUTER SERVICES, INC.</p> <p><b>Bay Area Air Quality Mgt. Dist.</b></p> <p>Acronym for Disaster Recovery</p> <p>Computer system configured as set forth in the attached Addendum(s)</p> <p>Planned test to validate a Customer's Disaster Recovery Plan</p> <p>Dedicated system that is assigned to the customer and will be continuously available</p> <p>Available system prepared for restoration but does not contain all of the components necessary to do an immediate restore of all business functions.</p> <p>Physical location that is designated by the customer for delivery of a DR system.</p> |
|---|---|

### B. TERM

- 1. This agreement shall commence on the specified effective date and end two (2) years thereafter. Either party may terminate this agreement upon 30 days written notice to the other party. Customer will be liable for the costs of any "DR drill(s)" performed prior to termination date.
- 2. Additionally, this agreement may be terminated by the occurrence of any of the following events:
  - a. Default by either party including non-payment of services.
  - b. Cessation of business or bankruptcy by either party

### C. SERVICE:

- 1. IDEAL will have available in good working condition an equivalent system of at least the minimum configuration, which the customer has subscribed to in **Addendum 'A'**, or as further defined by additional attached **Addendum 'M'**.
- 2. For a **Warm Site**, a DR System will be available at a specified Ideal location(s) within four (4) hours of notification by customer.
- 3. IDEAL will provide qualified personnel to prepare the DR system for use for **Warm Site**.
- 4. IDEAL will schedule with the customer at least one "planned DR drill" per contract year
- 5. IDEAL will provide secure storage of customer supplied **DR** media during the term of this agreement.

### 6. LOCATION OF WARM SITE:

Ideal Computer Services, Inc.  
21818 S. Wilmington Ave. Suite 406  
Carson, CA 90810

### D. DISASTER EVENT DEFINED

- 1. An event is any request for disaster recovery services and such event will be charged per incident.
- 2. Not included are acts of war.

### E. DISASTER RECOVERY PLAN:

- 1. It is recommended that Customer prepare and provide IDEAL with a copy of its disaster recovery plan as pertains to this support agreement.
- 2. Customer must provide all operating system, data, third party software and information necessary to satisfy customer's ongoing **DR** requirements.

**F. GENERAL**

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. We may employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. We may use firewalls, internal restrictions, password protection, physical lock and key and other security measures to help prevent unauthorized access to your personally identifiable information.
9. **Addendum-L** contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and are considered to be in full force upon signature acceptance by both parties.

When signed below, customer agrees to pay \$ 700.00 per month for the services to be rendered under this agreement.

This agreement shall be effective on the date indicated below.

Accepted: Bay Area Air Quality Mgt. Dist.  
CUSTOMERS LEGAL NAME

ACCEPTED IDEAL COMPUTER SERVICES, INC.

By: \_\_\_\_\_  
PRINTED NAME  
\_\_\_\_\_  
TITLE

By: Paul Lawrence  
President-CEO

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Effective Date: 10/1/2023 – 9/30/2025

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

**Please return this original with your confirming purchase order or name of verbal authorization individual:**

\_\_\_\_\_  
PURCHASE ORDER REFERENCE

## ADDENDUM 'A' GENERAL SERVICES for AGREEMENT

Customer: **Bay Area Air Quality Mgt.Dist.**  
DR Agreement Number: 13010  
Customer Server Model: HP3000/967, K380  
Server Serial Number: N/A

Contact: John Chiladakis  
Phone: (415) 749-5106  
E-mail: jchiladakis@baaqmd.gov

### 1.0 DR System

1. Computer System with required performance
2. Connectivity includes:  
Secure access via the Internet
  - a. Private restricted LAN
  - b. HP Remote secure web console
  - c. Two Virtual desktops for system administration
  - d. VPN Secure Router Connectivity
  - e. SSLVPN connectivity
  - f. Analog phone line for modem
3. DDS3 Tape backup
4. UPS battery backup
5. Temperature controlled environment
6. Assistance with mounting store/restore tapes on system
7. Supports up to 100 simultaneous users

### 2.0 Disaster Recovery Events

**Drills** are a part of any 'LIVE' disaster recovery plan. Your plan **INCLUDES** one annual planned drill. If you need additional planned drills or want to do an unscheduled drill:

- |  |                     |
|--|---------------------|
| 1. Annual drill  | included            |
| 2. Planned drill   | \$1000.00 per drill |
| 3. Unplanned drills (available during normal Ideal business hours) | \$2000.00 per drill |

### 3.0 Live DR Event (Costs only occur upon DR event)

1. **Per Event Charge** (covers \*5 days of operator attended assistance) Cost \$2000.00  
Note\*: After 5 days server will be unattended 'Lights Out Mode.'
2. **DR Events beyond 5 days** – long term DR operation beyond five (5) days will be billed as an additional charge. The charge will be \$500 per week plus any additional services requested. DR will continue to operate in 'Lights Out Mode.' DR Event terminates upon receipt of written notification by customer as defined in section F. of the agreement. Should another DR Event occur after notification, the Per Event Charge will apply again.

### 4.0 Optional Services available in DR Event

- |  |   |
|--|---|
| 1. System management by Ideal            | \$200.00 per hour (billed only as needed) |
| 2. Softline* support 8-5 Monday - Friday | \$200.00 per month                        |
| 3. Softline* support 24x7                | \$300.00 per month                        |
| 4. On-duty operator 8-5 Monday - Friday  | \$500.00 per day                          |
| 5. On-duty operator 24x7                 | \$1000.00 per day                         |

\*Note: Softline support is identical to HP's operating system software support for your MPE/iX or HPUX environment and includes crash dump analysis.

ADDENDUM 'L'  
Customer Required Legal modifications and additions

Customer: **Bay Area Air Quality Mgt.Dist.**

**Customer Instructions:** Please use this form to make your legal modifications, if any, to the standard terms and conditions from Ideal Computer Services. Modifications shall reference the section and subsection being revised or amended. These changes are attached as addendum 'L' and supercede or modify the terms and conditions referred to. If there are no changes this addendum will be blank. See *Terms and Conditions agreement page 2, section 'F.9'*

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**ADDENDUM 'M'**  
**Customer additions of equipment or services to agreement**

Customer: **Bay Area Air Quality Mgt. Dist.**

This addendum is used to address additions, deletions or other modifications of the equipment and services outlined by Addendum 'A' and defined under Terms and Conditions portion of the agreement from Ideal Computer Services. These changes shall attach as addendum 'M'. If there are no modifications this addendum will be blank. See Terms and Conditions agreement section 'C.1.'

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DRAFT



**Customer:** Bay Area Air Quality Mgt. Dist.  
**Support:** Disaster Recovery  
**Print Date:** July 18, 2023  
**Effective Date:** October 01, 2023

**Contract:** 13010  
**Status:** InRenew  
**Payment Terms:** Monthly in Advance  
**Expiration Date:** September 30, 2025

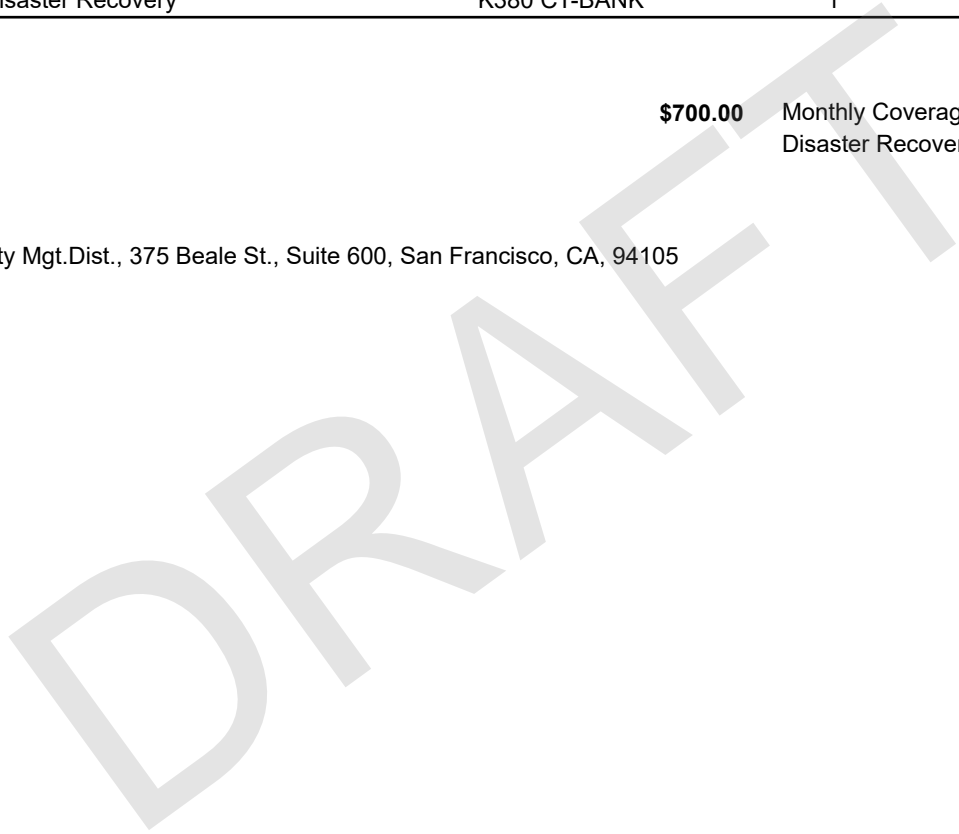
**Reference:** DR-967/K380

**EQUIPMENT EXHIBIT**

Model	Description	SerialNumber	Qty	Each	Extended
DR	Disaster Recovery	HP3000/967 A-System	1		
DR	Disaster Recovery	K380 CT-BANK	1		

**\$700.00** Monthly Coverage  
 Disaster Recovery

Bay Area Air Quality Mgt. Dist., 375 Beale St., Suite 600, San Francisco, CA, 94105



**Ideal Computer Services, Inc  
Contract Renewal  
2023-2025**

Price Summary for:  
Date Printed:

**Bay Area Air Quality Mgt Dist**  
July 25, 2023

<b>Exhibit Number</b>	<b>System Type</b>	<b>Date</b>	<b>Monthly</b>	<b>Annual</b>	<b>Contract</b>
13009	4 Systems (K380,967,G70,927)	10/01/23 - 09/30/25	\$ 3,728.00	\$ 44,736.00	\$ 89,472.00
13010	DR - 2 Systems (K380,967)	10/01/23 - 09/30/25	\$ 700.00	\$ 8,400.00	\$ 16,800.00
<b>Total for all Exhibits:</b>			<b>\$4,428.00</b>	<b>\$ 53,136.00</b>	<b>\$106,272.00</b>

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: September 6, 2023

Re: Amendments to Administrative Code Regarding Probationary Periods and Return  
Rights for Current Employees Promoted to Deputy Executive Officer or Senior  
Assistant Counsel

RECOMMENDED ACTION

Staff recommend that the Board of Directors adopt the attached 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. Such notice was provided at the Board Meeting meeting on July 19, 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 E~~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 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.

**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: September 6, 2023

Re: Authorization to Add and Amend Position Classifications to Reduce Barriers to  
Recruiting and Provide for Span of Control

RECOMMENDED ACTION

Request the Board of Directors authorize the following changes to the Air District's Employee Classification Plan as summarized in Table 1 below and described in detail in the attached new and amended position classifications:

- The addition of new "Staff Attorney" and "Legal Intern" position classifications for the purpose of creating internship and entry-level positions in the Legal Division; and
- The amendment of the "Senior Assistant Counsel" position classification to allow for supervisory duties in the class and to provide for a proper span of control in the Legal Division.

BACKGROUND

Currently, the Air District does not have position classifications for law students and newly admitted attorneys within the Legal Division. Recruitment is restricted to experienced environmental lawyers only. Finding such candidates is challenging, however, due to the highly competitive job market and the limited number of candidates available. Moreover, the requirement to have substantive environmental law experience can create barriers to entry that can undermine the Air District's equity goals with respect to hiring attorneys.

In addition, experienced lawyers are less likely to be interested in taking temporary positions at the Air District. Expanding the existing classifications to provide positions for law students and junior attorneys will enhance the ability of the Legal Division to recruit qualified temporary hires when the need arises.

Additionally, the current Senior Assistant Counsel classification does not allow for supervisory responsibilities, which are critical for an appropriate span of control in the Legal Division. Providing for Senior Assistant Counsel classifications to perform additional supervisory duties will help share the managerial duties within the Legal Division and allow for more efficient management of that Division's work.

## DISCUSSION

The proposed action under consideration aims to increase the number of potential candidates applying for positions in the Legal Division by creating a larger, more equitable, and diverse pool of candidates. This would be achieved through the creation of class specifications with less stringent minimum requirements.

Specifically, the new "Legal Intern" position is designed to allow the Air District's Legal Division to recruit and employ law student interns who are interested in gaining experience in environmental law. These interns can gain initial experience and interest in environmental law, providing them with the foundation to potentially return to the District and apply for full-time employment once they are admitted to practice law.

In addition, the creation of the "Staff Attorney" classification will facilitate the recruitment of junior attorneys who have not yet gained extensive experience. This will provide an opportunity for new legal professionals to join the Air District, be mentored by senior staff, and contribute to our mission.

Staff also seek to amend the "Senior Assistant Counsel" classification for the purpose of including supervisory duties in the class. This classification is the most senior classification in the Legal Division, other than the District Counsel, and it reports directly to the District Counsel. As the District Counsel's office has grown, the addition of supervisory responsibilities at this level is essential to allow for a proper span of control.

The new Staff Attorney and Legal Intern classification specifications and the revised Senior Assistant Counsel classification specifications are attached. These new and amended classifications are also summarized in Table 1 below.

**Table 1:**

<b>Classification</b>	<b>Salary Range</b>	<b>Unit</b>	<b>Status</b>
Legal Intern	124	Confidential	New
Staff Attorney	145M	Management	New
Senior Assistant Counsel	157M	Management	Revision

## BUDGET CONSIDERATION/FINANCIAL IMPACT

None. This action creates and amends classification specifications but does not create funded vacancies.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Job Description - Legal Intern
2. Job Description - Staff Attorney
3. Job Description - Senior Assistant Counsel



## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

### LEGAL INTERN

Bargaining Unit: Temporary/Confidential  
FSLA: Non-Exempt

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#### DEFINITION

Under close supervision, performs various work related to and in support of legal casework being undertaken by attorneys in the Legal Division. The intern gains practical work experience assisting the Air District's attorneys while following guidelines and procedures defined by the Legal Division.

#### DISTINGUISHING CHARACTERISTICS

This is a temporary training position for current law students and recent law school graduates. Interns will apply their legal education to work and gain practical experience assisting experienced attorneys on a variety of cases and projects. Interns will gain valuable environmental law and regulatory experience.

#### EXAMPLES OF DUTIES *(Illustrative only)*

Conducts legal research and prepares legal memoranda for review by attorneys.

Assists attorneys in the preparation of routine cases, often involving a specialized body of law.

Assists attorneys in reviewing air quality regulations and policies.

Monitors legal developments, including proposed legislation and court decisions, evaluates their impacts on Air District operations, and recommends appropriate action.

Attends and takes notes at Air District departmental, board and committee meetings.

Maintains, organizes, and tracks accurate records and compiles reports of work performed.

Provides support for special projects as needed.

Performs related duties as assigned.

#### MINIMUM QUALIFICATIONS

##### Education & Experience:

Must be enrolled in and have completed the first year at an accredited law school (summer enrollment not required), or have recently graduated from an accredited law school and be studying for the California bar exam or awaiting admission to the California bar after completion of the bar exam.



## KNOWLEDGE, SKILLS & ABILITIES:

NOTE: The level and scope of the knowledge and skills required are related to job duties as described under Distinguishing Characteristics.

### Knowledge of:

Principles and procedures of civil law.

Judicial procedures and rules of evidence.

Principles, methods and techniques of legal research, analysis and investigation.

### Skill in:

Defining issues, performing legal research, analyzing problems, evaluating alternatives and making appropriate recommendations.

Presenting statements of fact, law and argument clearly and logically.

Exercising sound judgment within general policy guidelines and legal parameters.

Interpreting state and federal laws affecting Air District operations.

Establishing and maintaining effective working relationships with those contacted in the course of the intern's work.

Writing legal documents.

## PHYSICAL DEMANDS & WORKING CONDITIONS

### Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

### Working Conditions:

Incumbents perform work in an office setting with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.



## DEFINITION

Under direct supervision, performs legal work at a new attorney level representing the Air District and providing advice and counsel to Air District management, staff and committees; and performs related work as assigned.

## DISTINGUISHING CHARACTERISTICS

Staff Attorney is the entry-level attorney position in the legal division. It is designed to allow a new attorney to gain specific environmental law experience. Incumbents receive direct guidance and supervision in the performance of their duties. Assignments at this level require the ability to handle routine problems under general supervision. This class is distinguished from Assistant Counsel I/II in that the latter oversees cases more complex in nature.

## EXAMPLES OF DUTIES *(Illustrative only)*

Prepares and tries routine legal cases, often involving a specialized body of law.

Researches legal problems and prepares and reviews legal documents, including opinions, briefs, ordinances, resolutions, and contracts.

Advises Air District departmental management regarding District authority, jurisdiction, functions and operational procedures.

Represents the Air District court and in administrative hearings before boards and commissions and state and federal agencies.

Attends Air District departmental, board and committee meetings and provides legal advice on a variety of matters.

Investigates and prepares reports regarding claims by and against the Air District and recommends actions to be taken.

Reviews ordinances, resolutions, contracts and other documents for legal sufficiency; recommends modifications as required.

Maintains accurate records and files and compiles reports of work performed.

Monitors legal developments, including proposed legislation and court decisions; evaluates their impact on Air District operations.

Performs other duties as assigned.

## MINIMUM QUALIFICATIONS

### Education & Experience:

Equivalent to graduation from a college or university plus an appropriate law degree.

### Other Requirements:

Must be a member in good standing of the State Bar of California.

## KNOWLEDGE, SKILLS & ABILITIES

NOTE: The level and scope of the knowledge and skills required are related to job duties as described under Distinguishing Characteristics.

### Knowledge of:

Principles and procedures of civil law, with a basic knowledge of environmental law principles helpful but not required.

Procedures and practices and effective techniques in the presentation of cases.

Judicial procedures and rules of evidence.

Principles, methods and techniques of legal research, analysis and investigation.

Air District rules and regulations and state and federal laws.

Responsibilities and obligations of public officials and administrative agencies.

Rules of procedure governing the conduct of hearings before administrative bodies.

### Skill in:

Defining issues, performing legal research, analyzing problems, evaluating alternatives and making appropriate recommendations.

Presenting statements of fact, law and argument clearly and logically.

Exercising sound, independent judgment within general policy guidelines and legal parameters.

Interpreting state and federal laws affecting Air District operations.

Representing the Air District effectively in hearings, courts of law and meetings with others.

Preparing clear, concise and legally sufficient resolutions, ordinances, contracts, leases, permits, reports, correspondence and other written materials.

Establishing and maintaining effective working relationships with those contacted in the course of the attorney's work.

## PHYSICAL DEMANDS & WORKING CONDITIONS

### Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

### Working Conditions:

Incumbents perform work in an office setting with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.



## SENIOR ASSISTANT COUNSEL

Bargaining Unit: Management

FLSA: Exempt

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### DEFINITION

Under direction, assists in administering and coordinating all phases of legal work for the Legal Division; performs the most specialized, complex and sensitive legal work; performs related work as assigned. May supervise legal or support staff.

### DISTINGUISHING CHARACTERISTICS

This class has responsibility for assisting the General Counsel with departmental administrative matters and for handling serious, controversial and complex legal matters. In addition, the Senior Assistant Counsel provides advice and counsel to the Board of Directors, the Hearing Board, and the Advisory Council and Air District management. This class is distinguished from the General Counsel in that the latter has overall management and administrative responsibility for all Air District legal matters.

### EXAMPLES OF DUTIES *(Illustrative only)*

Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the Legal Division; assists in the administration of the Division's budget.

Plans, organizes, assigns, reviews and evaluates the work of professional and support staff.

Prepares performance evaluations for assigned staff, participates in the selection of assigned staff and provides for their training and professional development.

Provides technical advice to attorneys in the office; handles the more complex and difficult litigation and negotiations.

Confers with and advises Air District departments and prepares legal opinions concerning their duties, powers, functions and obligations.

Represents the Air District in court cases encompassing a wide variety of complex environmental legal issues including all phases of pretrial, trial and appellate work in state and federal courts.

Monitors legal developments, including legislation and court decisions related to environmental law and Air District activities, and evaluates their impact upon Air District operations.

Prepares pleadings, motions, ordinances, resolutions, contracts, leases, permits and other legal documents.

Attends meetings of the Board of Directors, the Hearing Boards, the Advisory Council and other commissions and committees as required.

Acts as the General Counsel on a relief basis.

## MINIMUM QUALIFICATIONS

### Education & Experience:

Equivalent to graduation from a college or university plus an appropriate law degree and four years of experience as an attorney engaged in the practice of environmental law with a public agency in the State of California.

### Other Requirements:

Must be a member in good standing of the State Bar of California.

## KNOWLEDGE, SKILLS & ABILITIES

### Knowledge of:

Principles and procedures of civil law, especially as related to environmental and air quality law.

Principles, methods and practices of legal research, analysis and investigation.

Judicial procedures and rules of evidence.

Pleadings, practices and effective techniques in the presentation of court cases.

Responsibilities and obligations of public officials and administrative agencies.

Applicable Air District rules and regulations and state and federal laws.

Basic budgetary principles and practices.

### Skill in:

Planning, organizing, directing and reviewing the work of assigned staff.

Providing training and technical assistance to staff.

Assisting in developing and implementing goals, objectives, policies, procedures and work standards.

Performing complex legal research, analyzing multi-faceted problems, evaluating alternatives and making sound recommendations.

Exercising independent judgement within general policy guidelines and legal parameters.

Analyzing and applying legal principles and precedents and making effective court and hearing presentations.

Representing the Air District effectively in meetings with others.

Preparing clear, concise and complete legal documentation and reports, correspondence and other written materials.

Establishing and maintaining effective working relationships with those contracted in the course of the attorney's work.

## PHYSICAL DEMANDS & WORKING CONDITIONS

### Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

### Working Conditions:

Incumbents perform work in an office setting with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

BOARD MEETING DATE: September 6, 2023

REPORT: Stationary Source and Climate Impacts Committee

SYNOPSIS: The Stationary Source and Climate Impacts Committee (Committee) held a meeting on Wednesday, July 12, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:  
Receive and file.

Lynda Hopkins, Chair  
Stationary Source and Climate Impacts Committee

LH:mh

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### **Committee Members**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Committee Chairperson Lynda Hopkins; Vice Chairperson David Haubert; and Directors Noelia Corzo, Tyrone Jue, and Myrna Melgar.

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor, John Gioia, Conference Room, 11780 San Pablo Ave., Suite D, El Cerrito, CA 94530): Board Chairperson John J. Bauters; and Directors John Gioia and Mark Ross.

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

Absent: Directors Ken Carlson and Otto Lee.

### **Call to Order**

Chair Hopkins called the meeting to order at 10:03 a.m.

*For additional details of the Stationary Source Committee Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.*

### **INFORMATIONAL ITEMS (Items 4 – 5)**

#### **4. [MID-YEAR REVIEW OF THE 2023 REGULATORY AGENDA](#)**

Elizabeth Yura, Director of Rules and Strategic Policy, gave the staff presentation *Mid-Year Review of the 2023 Regulatory Agenda*.



## Public Comments

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

## Committee Comments

The Committee and staff discussed how the Air District plans to develop outreach strategies to inform the public and stakeholders of a potential rulemaking to limit fugitive dust from construction activity, and the hope that such a rulemaking would set a precedent for local governments who are seeking to implement similar regulations; whether the socioeconomic analysis that the Air District implements, regarding building appliances rulemakings, will impact costs, the job market, and the food service industry; whether the current Rules and Strategic Policy Division has enough resources and capacity to maintain its anticipated work load, and the desire to see any needs be planned in advance, in consideration of the Air District's budgeting and strategic planning; the composition of the Implementation Working Group's Technical and Equity Subcommittees, regarding Rules 9-4 & 9-6 (Building Appliances); and the suggestion that the Air District and Richmond Area Path to Clean Air Community Steering Committee reviews Ostro, B., Spada, N. & Kuiper, H. The impact of coal trains on Particulate Matter (PM)<sub>2.5</sub> in the San Francisco Bay area. *Air Qual Atmos Health* **16**, 1173–1183 (2023).

## 5. [REFINERY COMMUNITY AND FENCELINE MONITORING](#)

Dr. Kate Hoag, Assistant Manager of Ambient Air Quality Analysis, gave the staff presentation *Refinery Community and Fenceline Monitoring*.

## Public Comments

Public comments were given by Kevin Buchan, Western States Petroleum Association; Alicia G, Healthy Martinez: A Refinery Accountability Group; Heidi Taylor, Healthy Martinez: A Refinery Accountability Group; and Kathy Kerridge, Benicia Community Air Monitoring Program.

## Committee Comments

The Committee and staff discussed how frequently fence line monitoring plans required to be submitted by facilities; whether the Air District's rulemakings has informed the types of equipment that facilities invest in; the Refinery Air Pollution Transparency and Reduction Act's requirement of a real-time reporting of data to a website and access through an application programming interface, and whether that data would be publicly accessible, and whether the Act's required routine independent audits will be conducted in a manner that meets the Air District's standards; concerns that there is a lack of sufficient real-time monitoring and incident response at the refineries; the desire for newer technology, independent from the refineries, that would notify the public when a release/incident occurs; limitations with existing technology; the request for expedited timelines regarding developing and adopting rules and guidelines comma creating new data systems comma and identifying and developing monitoring stations; the status

of the Board’s Refinery and Fenceline Community Monitoring Ad Hoc Committee; the manner in which the Air District is briefed during incidents; the suggestion that recent incidents are adgendized at these meetings, in the future; and the suggestion that the Air District encourages the public to make use of hyper-local air quality sensors and data, offered by private companies.

**OTHER BUSINESS**

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

No requests received.

**7. COMMITTEE MEMBER COMMENTS**

None.

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

Wednesday, September 13, 2023, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source and Climate Impacts Committee members and members of the public will be able to either join in-person or via webcast.

**Adjournment**

The meeting was adjourned at 11:55 a.m.

**Attachments**

- #3 – Draft Minutes of the Stationary Source and Climate Impacts Committee Meeting of June 12, 2023
- #4 – Mid-Year Review of the 2023 Regulatory Agenda Memo
- #5 – Refinery Community and Fenceline Monitoring Memo

BOARD MEETING DATE: September 6, 2023

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, July 20, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:  
Receive and file.

Ms. Margaret Gordon, Co-Chair  
John Kevin Jefferson, Co-Chair  
Latasha Washington, Co-Chair  
Community Advisory Council

MG/KJJ/LW:mh

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### **Council Members**

Present, In Person: Council Co-Chairpersons Ms. Margaret Gordon, Kevin John Jefferson, and Latasha Washington; and Council Members William Goodwin, Ariann Harrison, Cecilia Mejia, Hana Mendoza, Rio Molina, Charles Reed, Dr. Jeff Ritterman, Kevin G. Ruano Hernandez, and Ken Szutu.

Absent: Council Members Dr. Juan Aguilera, Fernando Campos, Joy Massey, Mayra Pelagio, and Violet Saena.

### **Call to Order**

The meeting facilitator, Randolph Belle, called the Community Advisory Council meeting to order at 6:05 p.m.

*For additional details of the Community Advisory Council Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.*

### **INFORMATIONAL ITEMS (Items 3 – 5)**

#### **3. COMPLIANCE AND ENFORCEMENT (C&E) UPDATE: AIR QUALITY COMPLAINT DATA AND PROGRAM REVIEW**

Ying Yu, Senior Air Quality Specialist of the Compliance and Enforcement Division, gave the staff presentation *Compliance and Enforcement Update*.

### **Public Comments**

Public comments were given by Kathy Kerridge.

## Council Comments

The Council and staff discussed whether the Air District can impose a penalty on permitted facilities that release odors that become public nuisances; whether Notices of Violation are shared with the city councils of impacted jurisdictions, and the request to supply the City of Richmond with such information; concerns about the way in which the Air District handles unconfirmed complaints; the request for actions resulting from investigations based upon complaints; how the Air District's current Air Quality Complaint Program impacts affected fence-line communities; the sources of complaints in the City of Milpitas; whether the Air District can decipher the components of detected odors; the geographic distribution of Air Quality Inspectors; which public agencies the Air District coordinates with when investigating complaints; the desire for more detailed information in staff presentations; the request that an environmental justice/community element be added to the Air Quality Complaint Program and enforcement and penalty processes; whether the Air District has ever provided technical support to community members who were pursuing legal action against a polluting facility; who determines the threshold of a complaint before it is investigated; the fact that the Air District's definition of an "emergency" may be defined differently by the public; whether the Air District responds to incidents on weekends and/or during evening hours, and how it interacts with first responder agencies; the Air District is considered an emergency response agency/ first responders; whether the Air District is required to send reports to jurisdictions (not including to Board members who are also city councilmembers and county supervisors); whether the Air District is part of the IVAN Air Monitoring network; the types of injuries that public nuisances cause; the frequency in which three or more violation notices issued in a 30 day period to a facility for public nuisance occurs; the suggestion that the Air District holds reoccurring community events to address air quality complaints; whether a permitted facility may be issued a permit while they have an outstanding Notice of Violation; the desire that Air District facility inspectors be familiar with Bay Area impact zones; methods, tools, equipment, and technologies utilized by the Air District to confirm that a facility has committed a violation of Air District regulations; the suggestion that the Air District utilizes data that the community gathers during incidents and uses it as supporting evidence; the request for a "feedback" step of the Air Quality Complain Program, in which the complainant can provide feedback on the communication of the inspector's findings; how the Air District' complaint confirmation rate compares to those of other California air districts of comparable size, as well as those of the US and California Environmental Protection Agencies; proposed changes to the Air District's anticipated Air Quality Complaint Policy; whether the Air District is using its mobile monitoring trucks; the suggestion that this item be a standing item on every Council agenda; and the suggestion of the creation of a Citizen Science/Community Engagement Ad Hoc Committee.

#### **4. GOVERNANCE AD HOC COMMITTEE UPDATE**

Mr. Belle announced that the Co-Chairs requested that these updates be sent to the Council via electronic mail. No updates were given verbally.

## Public Comments

No requests received.

Council Comments

None.

**5. ENVIRONMENTAL JUSTICE POLICY AD HOC COMMITTEE UPDATE**

Mr. Belle announced that the Co-Chairs requested that these updates be sent to the Council via electronic mail. No updates were given verbally.

Public Comments

No requests received.

Council Comments

None.

**OTHER BUSINESS**

**6. REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER (APCO)**

Dr. Philip M. Fine, Executive Officer/APCO, gave remarks on the following items:

- On June 7, 2023, the Air District’s Board of Directors approved the Budget for the Fiscal Year Ending June 30, 2024 (FY 2023-2024)
- Recruitment has been underway for the following positions: Deputy Executive Officer of Administration, Deputy Executive Officer of Engineering & Compliance, and Deputy Executive Officer of Public Affairs.
- Vernice Miller-Travis, Executive Vice President for Environmental Justice and Social Justice of the Metropolitan Group, has contracted with the Air District to provide guidance on how to incorporate environmental justice into the Air District’s upcoming strategic plan.
- The Air District is sponsoring or monitoring the following bills that are still actively being considered by the California Legislature:
  - AB 1465 (Wicks) - Nonvehicular air pollution: civil penalties;
  - SB 674 (Gonzalez) - Air pollution: refineries: community air monitoring systems: fence-line monitoring systems; and
  - AB 849 (Garcia) - Community emissions reduction programs.
- The Air District has partnered with the Bay Air Center, a community resource for community-based organizations that have received funding from either the California Air Resources Board or the Environmental Protection Agency for technical, community-led air quality projects. The Bay Air Center provides technical guidance, materials, and training to Bay Area community members and organizations, free of charge, to support their efforts to understand and improve air quality.
- We received a grant from the American Resue Plan for enhanced community air monitoring (sensors and home filtration units) in East Oakland.

## Council Comments

The Council and staff discussed concerns about the perceived lack of communication between community organizations, community steering committees under the Community Health Protection Program (AB 617), and the Air District regarding the sharing of information and opportunities.

### **7. PUBLIC COMMENT ON NON-AGENDA ITEMS**

No requests received.

### **8. COUNCIL MEMBER COMMENTS / OTHER BUSINESS**

None.

### **9. TIME AND PLACE OF NEXT MEETING**

Thursday, September 14, 2023, at 11:00 a.m. at Sheraton Sonoma Wine Country Sheraton, 745 Baywood Dr, Petaluma, CA 94954. The meeting will also be webcast for members of the public.

### **Adjournment**

The meeting was adjourned at 9:03 p.m.

### **Attachments**

#2 – Draft Minutes of the Community Advisory Council Meeting of May 18, 2023

#3 – C&E Update: Air Quality Complaint Data and Program Review