



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

**BOARD OF DIRECTORS
MEETING
April 5, 2023**

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

Main Meeting Location:

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

In-Person Remote Teleconference Location(s):

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

**City of Palo Alto City Hall
250 Hamilton Avenue, 7th Floor
Palo Alto, CA 94301**

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

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

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.

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/83332794432>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 833 3279 4432

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, APRIL 5, 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. **Public Meeting Procedure**

This meeting will be webcast. To see the webcast, please visit www.baaqmd.gov/bodagendas at the time of the meeting. Closed captioning may contain errors and omissions and are not certified for their content or form.

***Public Comment on Agenda Items:** The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on 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.*

4. **Special Orders of the Day**

CONSENT CALENDAR (Items 5 - 21)

5. Approval of the Minutes of the Board of Directors Special Meeting/Retreat of March 1, 2023 and the Board of Directors Meeting of March 15, 2023

The Board will consider approving the draft minutes of the Board of Directors Special Meeting/Retreat of March 1, 2023 and the Board of Directors Meeting of March 15, 2023.

6. Board Communications Received from February 15, 2023 through April 4, 2023

A copy of communications directed to the Board of Directors received by the Air District from February 15, 2023 through April 4, 2023, if any, will be distributed to the Board Members by way of email.

7. Personnel Out-of-State Business Travel Report for February 2023

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

8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of February 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 month of February 2023.

9. Quarterly Report of California Air Resources Board Representative - Honorable Davina Hurt

The Board of Directors will receive a report of California Air Resources Board Representative Honorable Davina Hurt.

10. Quarterly Report of the Executive Office and Division Activities for the Months of October 2022 - December 2022

This is an informational item only.

11. Authorization to Execute a Contract Amendment with Renne Public Law Group

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Renne Public Law Group increasing the maximum dollar amount of the contract from \$300,000 to \$400,000 for legal services related to labor and employment matters.

12. Authorization to Execute Contract with CallTower, Inc.

The Board of Directors will consider authorizing the Executive Officer/APCO to enter into a three-year contract agreement with CallTower, Inc. for installation and ongoing cloud-based telephone services in an amount not to exceed \$220,000.

13. Authorization to Amend Contract with Pick-n-Pull, Clean Cars for All Program Dismantler

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Pick-n-Pull in an amount not to exceed \$200,000.

14. Authorization to Execute Contract Amendments with West Oakland Environmental Indicators Project, Beth Altshuler Muñoz Consulting, Inc., and RBA Creative, LLC

The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract amendments with West Oakland Environmental Indicators Project, Beth Altshuler Muñoz Consulting, Inc., and RBA Creative, LLC, to support continued implementation of the West Oakland Community Action Plan. The amendments (i) will extend the term of each of the contracts through December 30, 2024, and (ii) will increase the maximum cost of the three contracts by \$308,500, to a total aggregate not-to-exceed amount of \$793,410.

15. Report of the Community Equity, Health and Justice Committee Meeting of February 15, 2023

The Board of Directors will receive a report of the Community Equity, Health & Justice Committee meeting of February 15, 2023.

16. Report of the Legislative Committee Meeting of February 27, 2023

The Board of Directors will receive a report of the Legislative Committee meeting of February 27, 2023, and will consider approval of the following action items recommended by that Committee:

A. State Legislative Update and Consideration of New Bills:

- Action Item: Consider approving staff's recommendation of SUPPORT for the following bills:
 - Assembly Bill (AB) 849 (Garcia) – Community emissions reduction programs.
 - Senate Bill (SB) 563 (Archuleta) – Air pollution control districts and air quality management districts: independent special districts: funding.
- Action Item: Consider approving staff's recommendation of WORK WITH AUTHOR for the following bills:
 - SB 415 (Durazo) – Air quality: rules and regulations: socioeconomic impacts assessment.
 - SB 674 (Gonzalez) – Air pollution: refineries: community air monitoring systems: fenceline monitoring systems

17. Report of the Richmond Area Community Emissions Reduction Plan Steering Committee Meeting of February 27, 2023

The Board of Directors will receive a report of the Richmond Area Community Emissions Reduction Plan Steering Committee Meeting of February 27, 2023.

18. Report of the Stationary Source and Climate Impacts Committee Meeting of March 8, 2023

The Board of Directors will receive a report of the Stationary Source and Climate Impacts Committee Meeting of March 8, 2023.

19. Report of the Mobile Source & Climate Impacts Committee Meeting of March 8, 2023

The Board of Directors will receive a report of the Mobile Source & Climate Impacts Committee meeting of March 8, 2023, and will consider approval of the following action items recommended by that Committee:

- A. Allocation of Transportation Fund for Clean Air Fiscal Year Ending 2024 Funding

- Action Item: Approve the proposed allocation of the estimated new Transportation Fund for Clean Air, or TFCA, monies to the programs and projects listed in Table 1; and
- Authorize the proposed cost-effectiveness limits for the Air District-sponsored programs and projects listed in Table 2.

20. Report of the Community Advisory Council meeting of March 16, 2023

The Board of Directors will receive a report of the Community Advisory Council meeting of March 16, 2023.

21. Report of the Community Equity, Health and Justice Committee Meeting of March 29, 2023

The Board of Directors will receive a report of the Community Equity, Health & Justice Committee meeting of February 29, 2023.

ACTION ITEM(S)

22. Consider Dissolving the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02

The Board of Directors will consider authorizing the dissolution of the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02 to allow for the creation of a new, non-Board-appointed steering committee with a community-led governance structure. This item will be presented by Alfredo Angulo and Marisol Cantú, Community Steering Committee members.

OTHER BUSINESS

23. 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.

24. 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)

25. Report of the Executive Officer/APCO

26. Chairperson's Report

27. Time and Place of Next Meeting

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

CLOSED SESSION

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 Chief Administrative Officer
Employee organization: BAAQMD Employees' Association*

29. Public Employee Evaluation Pursuant to Government Code Section 54957(b)(1)

Title: District Counsel

OPEN SESSION

30. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
375 BEALE STREET, SAN FRANCISCO, CA 94105
FOR QUESTIONS PLEASE CALL (415) 749-4941**

**EXECUTIVE OFFICE:
MONTHLY CALENDAR OF AIR DISTRICT MEETINGS**

APRIL 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Special Meeting as the Sole Member of the Bay Area Clean Air Foundation	Wednesday	5	8:30 a.m.	1st Floor Board Room
Board of Directors Meeting	Wednesday	5	9:00 a.m.	1st Floor Board Room
Board of Directors Legislative Committee	Wednesday	5	10:00 a.m.	1st Floor Board Room
Board of Directors Finance & Administration Committee	Wednesday	5	1:00 p.m.	1st Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee	Wednesday	12	10:00 a.m.	1st Floor, Yerba Buena and Ohlone Rooms
Board of Directors Mobile Source and Climate Impacts Committee	Wednesday	12	1:00 p.m.	1st Floor, Yerba Buena and Ohlone Rooms
Board of Directors Meeting	Wednesday	19	9:00 a.m.	1st Floor Board Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	19	1:00 p.m.	1st Floor Board Room

HL 3/29/2023 – 2:10 p.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: April 5, 2023

Re: Approval of the Minutes of the Board of Directors Special Meeting/Retreat of March 1, 2023 and the Board of Directors Meeting of March 15, 2023

RECOMMENDED ACTION

Approved the attached draft minutes of the Board of Directors Special Meeting/Retreat March 1, 2023 and the Board of Directors meeting of March 15, 2023

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Special Meeting/Retreat of March 1, 2023 and the Board of Directors meeting of March 15, 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 Minutes of the Board of Directors Special Meeting/Retreat of March 1, 2023
2. Draft Minutes of the Board of Directors Meeting of March 15, 2023

Bay Area Air Quality Management District
The Towers Emeryville
2000 Powell St., Suite 250
2nd Floor Tenant Lounge And Training Center
Emeryville, Ca 94605

Board of Directors Special Meeting/Retreat
Wednesday, March 1, 2023

DRAFT MINUTES

Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at www.baaqmd.gov/bodagendas

This meeting was conducted under procedures authorized by Assembly Bill (AB) 2449 (Rubio 2022), allowing Board members to attend Ralph M. Brown Act meetings remotely without following the traditional rules for teleconferenced meetings, if a member participating remotely demonstrates a need to do so, either because of an emergency circumstance or other “just cause” as defined in the statute (for non-emergencies, members may only make use of this provision two times per calendar year). Members of the Board of Directors participated in person (or remotely if necessary), while members of the public were invited to participate in person or remotely, via Zoom.

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:37 a.m.

Roll Call:

Present, In Person: Chairperson John J. Bauters; Vice Chairperson Davina Hurt; Secretary Lynda Hopkins; and Directors Margaret Abe-Koga, Brian Barnacle, Noelia Corzo, Joelle Gallagher, John Gioia, Juan Gonzalez, Erin Hannigan, David Haubert, Tyrone Jue, Sergio Lopez, Otto Lee, Myrna Melgar, Ray Mueller, Katie Rice, Mark Ross, Vicki Veenker, and Shamann Walton.

Participated Remotely, via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Director Ken Carlson (just cause.)

Absent: Directors David Hudson, Nate Miley, and Steve Young.

2. **PUBLIC MEETING PROCEDURE**

NOTED PRESENT: Director Gonzalez was noted present at 9:41 a.m.

CONSENT CALENDAR (ITEMS 5 – 10) (OUT OF ORDER)

3. Approval of the Minutes of the Board of Directors Meeting of February 15, 2023 **(ITEM 5)**
4. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of January 2023 **(ITEM 6)**
5. Set a Public Hearing for March 15, 2023 to Consider Adoption of Proposed Amendments to Regulation 9: Inorganic Gaseous Pollutants, Rule 4: Nitrogen Oxides from Fan Type Central Furnaces (Rule 9-4) and Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (Rule 9-6), and Certification of an Environmental Impact Report for the Proposed Amendments to Rule 9-4 and Rule 9-6 Pursuant to the California Environmental Quality Act (CEQA) **(ITEM 7)**
6. Consider Authorization to Execute a Contract with Direct Mail Center **(ITEM 8)**
7. Authorization to Execute a Contract Amendment with Shute Mihaly & Weinberger LLP **(ITEM 9)**
8. Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation **(ITEM 10)**

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Haubert made a motion, seconded by Director Lee, to **approve** Consent Calendar Items 5 through 10, inclusive; and the motion **carried** by the following vote of the Board:

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

MORNING SESSION

9. **TRANSLATING GLOBAL ENVIRONMENTAL CHALLENGES INTO LOCAL INITIATIVES (ITEM 3)**

A. TRIBAL LAND ACKNOWLEDGEMENT

Chair Bauters introduced Corrina Gould, Tribal Chair of the Confederated Villages of Lisjan/Ohlones Nations, and Co-Founder of the Sogorea Te' Land Trust. Ms. Gould gave remarks to acknowledge the history of the land on which the meeting took place, and the importance of respecting our natural resources and indigenous communities. Chair Bauters also acknowledged the remarks given by Vice Chair Hurt and Directors

Walton and Miley at the February 1, 2023 Board meeting, in honor of Black History Month/African American History Month in the United States. In honor of Women's History Month, observed in the month of March in the United States, Chair Bauters asked Secretary Hopkins to give remarks. Chair Bauters then introduced Dr. Shawn Spano, who was selected to facilitate the participatory items of the meeting. Dr. Spano explained how the meeting was anticipated to run, emphasizing relationship-building with the community.

NOTED PRESENT: Director Abe-Koga was noted present at 9:54 a.m.

B. 2022 ACCOMPLISHMENTS

Vice Chair Hurt introduced various Air District staff members who gave the presentation *2022 Accomplishments*, including: Clean Air Filtration Program (Anna Lee, Community Engagement Manager); AB 617 Community Health Protection Program (Suma Peesapati, Environmental Justice and Community Engagement Officer); Community Advisory Council (CAC) (Miriam Torres, Senior Advanced Project Advisor); more stringent permitting in overburdened communities (Pam Leong, Director of Engineering); increasing access to electric vehicles (Anthony Fournier, Technology Implementation Officer); improving diversity, equity, and inclusion (Veronica Eady, Senior Deputy Executive Officer of Policy & Equity); and our work at the State Capitol (Alan Abbs, Legislative Officer).

C. 2022 UNITED NATIONS CLIMATE CHANGE CONFERENCE, OR CONFERENCE OF THE PARTIES (COP) OF THE UNITED NATIONS CLIMATE CHANGE CONFERENCE 27: A PERSPECTIVE

The Board received a video capturing a talk from the 2022 United Nations Climate Change Conference, hosted in Sharm El-Sheik, Egypt. Hindou Oumarou Ibrahim, President of the Association for Indigenous Women and Peoples of Chad, and expert in the adaptation and mitigation of indigenous peoples to climate change, celebrated International Women's Day and encouraged attendees to consider utilizing the knowledge of indigenous people before relying on science and technology. Chair Bauters gave remarks about his experience at the Conference, expressing his appreciation for indigenous, female leadership.

D. YOUTH PERSPECTIVE

The Board received a talk from a community youth representative, Cecilia Mejia. Ms. Mejia, a recent graduate of the University of California at Berkeley, coordinates Brightline's Defense's Air Quality Monitoring Program, and is a member of the Air District's CAC. She gave remarks on the role government plays in community wellness.

E. FEDERAL PERSPECTIVE

The Board received a talk from Robin Collin, Senior Advisor to the U.S. Environmental Protection Agency Administrator for Environmental Justice with a perspective on how local government can partner with communities to promote wellness. Ms. Collin gave remarks on community power sharing and collaboration, community-based research, and cumulative impacts.

Public Comments on Morning Session Items

Public comments were given by John Kevin Jefferson, CAC Co-Chair; Arieann Harrison, Marie Harrison Community Foundation Inc.; and Rochele Henderson, an Air District Employee who provided comments in her personal capacity.

Board Comments on Morning Session Items

The Board and staff discussed how negative reactions that can occur when a person or group deviates from the existing state of social or political affairs, and events that have been observed to reflect positive momentum to overcome obstacles in the environmental justice space; how well intentioned policies can negatively impact communities of people of color, and how Air District policies should be developed with disadvantaged/overburdened/low-income communities in mind; the desire to develop policy by balancing science *and* lived experiences; acknowledgement of the Board Officers for structuring the meeting with an emphasis on environmental justice; the importance of Board members hearing community voices at Air District meetings; and ways in which elected officials can most effectively promote and embed the prevention of air/soil/water pollution in their jurisdictions.

LUNCH BREAK (11:50 a.m.)

AFTERNOON SESSION (12:46 p.m.)

10. ACHIEVING ORGANIZATIONAL EXCELLENCE – VISIONING AND LEVEL SETTING (ITEM 4)

A. FACILITATED PANEL DISCUSSION WITH REPRESENTATIVES OF THE COMMUNITY ADVISORY COUNCIL (CAC) AND AB 617 COMMUNITY STEERING COMMITTEES

Dr. Spano introduced the following four panelists: Y’Anad Burrell, Richmond Area Community Emissions Reduction Plan Steering Committee Co-Chair; Charles Reed, East Oakland Community Emissions Reduction Plan Steering Committee Co-Chair; Arieann Harrison, Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan Steering Committee Co-Lead; and John Kevin Jefferson, CAC Co-Chair. Dr. Spano facilitated a discussion on how local government can partner with communities to promote wellness; how government can address air pollution and health impacts; what or who is missing from Air District conversations; and what is critical to the work their advocacy work.

Board Comments

The Board and staff discussed the importance of partnering with those most affected to identify solutions, and empowering those most affected; the importance of elected officials focusing on root causes and social determinates of health; the concept of a problem-solving technique called human center design; and the role that elected officials can play to expedite the implementation of solutions in a meaningful way.

Board Action

None; receive and file.

B. DISCUSSION ON WORK GOALS FOR THE YEAR

Chair Bauters presented a slide regarding Board Work Goals for 2023, including:

- **New strategic planning initiative:** The Board and staff will develop a 5-year plan to guide priorities and improve effectiveness and community engagement. A contractor will be hired to assist with this process, and a new ad hoc committee to guide the Strategic Plan’s development will be formed.
- **Update on making processes more efficient and conducive to good government and community input:** The Air District’s Administrative Code will be modernized to achieve more efficient processes, intended to benefit the public. A contractor will be hired to assist with this process, and a new ad hoc committee, derived from the Administration Committee, to guide this process, will be formed.
- **Responding to community needs:** Each of the Board’s committees has been asked to develop their work plans and objectives by April 2023. Pursuant to the Stationary Source & Climate Impacts Committee, a new Ad Hoc Committee on Air Monitoring and Incident Management has been formed, consisting of Directors Gioia, Hannigan, and Ross.

Public Comments

Public comments were given by Bill Whitney, Contra Costa County Building Trades Council; Bart Pantoja, San Mateo County Building Trades Council; Rudy Gonzalez, San Francisco Building Trades Council; Tanya Boyce; and Erin Armstrong.

Board Comments

The Board and staff discussed the anticipated timeline for the Board’s 20232 Work Goals; the history of the Board’s most recent work plan; the reasons for revising the Air District’s Administrative Code; concerns of the Bay Area Building Trades Councils regarding Air District’s Socioeconomic Impact Analysis Policy; how recommendations from the Bay Area AB 617 Community Steering Committees will be implemented; the request for Board field trips to the Bay Area AB 617 communities; the importance of achieving community health goals that are the most obtainable in the short run, to address the public’s health concerns as quickly as possible, especially those who are

unhoused; the importance of honoring the public’s request for bottom-up approaches (as opposed to top-down); whether the elements of the 2023 Work Plan have been budgeted; the request that the various committee work plans are shared with all Board members, as not all Board members sit on all committees; the request for an audio file of the Facilitated Panel Discussion with representatives of the CAC and AB 617 Community Steering Committee members, as well as those of the Youth and Federal Perspectives from this Morning Session of this meeting; and appreciation of the Air District’s Community Engagement division for arranging all of the speakers at this meeting.

Board Action

None; receive and file.

OTHER BUSINESS

11. BOARD MEMBER COMMENTS

The California Air Resources Board (CARB) is developing a medium and heavy-duty zero-emission fleet regulation with the goal of achieving a zero-emission truck and bus California fleet by 2045 everywhere feasible and significantly earlier for certain market segments such as last mile delivery and drayage applications. The initial focus would be on high-priority fleets with vehicles that are suitable for early electrification, their subhauers, and entities that hire them. The goal of this effort is to accelerate the number of medium and heavy-duty zero-emission vehicle purchases to achieve a full transition to zero-emission vehicles in California as soon as possible. This regulation will be considered for adoption in late March. Air District Board members are encouraged to provide Vice Chair Hurt (in her capacity as a CARB Board member) with feedback, regarding how this may impact jurisdictions.

12. REPORT OF THE EXECUTIVE OFFICER/AIR POLLUTION CONTROL OFFICER (APCO)

Dr. Philip M. Fine, Executive Officer/APCO, reported the following:

- The Board will conduct a public hearing to consider adoption of the proposed amendments to Rules 9-4 and 9-6 on March 15, 2023. A significant amount of public commenting is anticipated. Air District staff has released proposed amendments to Rules 9-4 and 9-6 to reduce emissions of nitrogen oxides from residential and commercial furnaces and water heaters in buildings in the Bay Area. These rules govern point of sale emission standards for small, typically residential and commercial, water and space heating systems. The proposed rule amendments would set zero-NOx standards for these appliances starting with water heaters in 2027, phasing out this pollution over time as old equipment is replaced with cleaner appliances. Emissions of nitrogen oxides impact local and regional air quality and contribute to the formation of ozone and secondary particulate matter. If the amendments are adopted by the Board, Staff plans to convene a formalized ongoing Implementation Working Group (IWG) to support the proposed rule amendments after potential adoption, consisting of a variety of stakeholders with different areas of expertise in reference to the implementation of the rule amendments.
- Dr. Chiang, Director of Metrology and Measurement, was asked to provide a summary on recent air quality.

13. CHAIRPERSON'S REPORT

Chair Bauters gave the following remarks:

- Palo Alto City Councilmember, Vicki Veenker was appointed to the Board by the Cites Association of Santa Clara County on February 9, 2023, for a two-year term.
- The February 28, 2023 expiration of the Governor's emergency proclamation requires local legislative bodies to return to in-person meetings, with limited exceptions that allow remote participation. While most meetings will be held at 375 Beale Street in San Francisco, beginning March 1, 2023, Air District staff is identifying remote locations throughout the Bay Area that can be used by Board members and members of the public.

14. TIME AND PLACE OF NEXT MEETING

March 15, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. Members of the public may attend in person or view via webcast. Board Chair Bauters added that the Community Equity, Health & Justice Committee and Legislative Committee are scheduled to meet after the Board meeting on March 15, 2023, and requested that the Board members who serve on those committees plan to be in San Francisco for the entire day.

15. ADJOURNMENT

The meeting was adjourned at 3:00 p.m.

Marcy Hiratzka
Clerk of the Boards

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

Board of Directors Regular Meeting
Wednesday, March 15, 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

CALL TO ORDER

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

Roll Call:

Present, In-Person (375 Beale Street, Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; Secretary Lynda Hopkins; and Directors Margaret Abe-Koga, Brian Barnacle, Ken Carlson, Noelia Corzo, Joelle Gallagher, John Gioia, Juan Gonzalez, Erin Hannigan, Tyrone Jue, Sergio Lopez, Otto Lee, Myrna Melgar, Nate Miley, Ray Mueller, Katie Rice, Mark Ross, Vicki Veenker, and Shamann Walton.

Present, participated via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Director Steve Young (just cause.)

Present, In-Person Remote Teleconference Location: (Office of Contra Costa County Supervisor John Gioia, Conference Room, 11780 San Pablo Avenue, Suite D, El Cerrito, California 94530): Director Mark Ross.

Absent: Directors David Haubert and David Hudson.

2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC MEETING PROCEDURE**

PUBLIC HEARING

4. **PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED AMENDMENTS TO REGULATION 9: INORGANIC GASEOUS POLLUTANTS, RULE 4: NITROGEN OXIDES FROM FAN TYPE CENTRAL FURNACES (RULE 9-4) AND RULE 6: NITROGEN OXIDES (NO_x) EMISSIONS FROM NATURAL GAS-FIRED BOILERS AND WATER HEATERS (RULE 9-6), AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED AMENDMENTS TO RULE 9-4 AND RULE 9-6 PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Chair Bauters opened the public hearing.

NOTED PRESENT: Director Miley was noted present at 9:07 a.m.; Director Abe-Koga was noted present at 9:08 a.m.; and Director Melgar was noted present at 9:09 a.m.

Jennifer Elwell, Senior Air Quality Engineer in the Rules & Strategic Policy Division, and Dr. Phil Martien, Director of Assessment, Inventory, and Modeling, gave the staff presentation *Proposed Amendments to Rules 9-4 and 9-6*, including: outcome; outline; requested action; background; NO_x emissions comparisons; residential appliance emissions; necessity; NO_x emissions reductions expected; greenhouse gas (GHG) emissions reductions expected; health benefits; modeled fine Particulate Matter (PM_{2.5}) from all sources; modeled PM_{2.5} reductions with zero- NO_x natural gas appliances; modeled PM_{2.5} reductions with electric appliances; modeled health benefits; summary of health valuations; modeled PM_{2.5} exposure; equity assessment; changes to peak air pollution levels (24-hour PM_{2.5} and 8-hour ozone); summary of benefits; rules updates and package contents; overview of existing rules; applicability; Rule 9-4 updates (furnaces); Rule 9-6 updates (water heaters); interim report; Implementation Working Group; costs to property owners; cost effectiveness range; socioeconomic impact analysis; statutory findings; Air District impacts; CEQA impact analysis; public comments received (cost, grid); common questions; timeline; and resolution and recommendation.

Public Comments

Public comments were given (in person) by: Matthew Lakin, US Environmental Protection Agency; Annalisa Schilla, California Air Resources Board; Dr. Bret Andrews; Hon. Wei-Tai Kwok, Lafayette City Council; Kyle Bergeron, Air-Conditioning, Heating, and Refrigeration Institute (AHRI); Kathy Kerridge, Benicia resident; Dr. Janice Kirsch, Physicians for Social Responsibility; Sylvie Ashford, Natural Resources Defense Council; Dr. Mary Williams; retired physician (name unknown); physician (name unknown); Melissa Yu, Sierra Club; Jared, Burlingame resident; Jackie Garcia, 350 Contra Costa; Leah Louis-Prescott, Rocky Mountain Institute (RMI); Jacob Klein, Oakland resident; Virginia Reinhart, Sierra Club; Dr. Cynthia Mahoney; Peter Belden, San Francisco resident; Jan Warren, Interfaith Climate Action Network of Contra Costa County; Lin Dan Do; Laura Feinstein, San Francisco Planning and Urban Research Association; Glen Garfunkel, Climate Reality Project Silicon Valley Chapter; Megan Leary, Emerald Cities; Denise Grab, RMI; Jed Holtzman, RMI; Jean Warner, SF resident; Aaron Riven, Oakland resident; Courtney Berman, Oakland resident; Dr. Margaret Chen; Celeste Mirassou, Napa Climate Now; Joni Eisen, Potrero Hill resident; Tim Laidman, El Cerrito; David Tuft, Harvest Thermal; Suzanne Emerson, San Carlos resident; Michael Arnold; Leanna, Oakland resident; Bill Olson; Adam Klaus, San Francisco resident; Debbie Mytels, Peninsula Interfaith Climate Action Network; Crystal Wickham, Sunnyvale resident; Kathy Battat, Hillsborough resident; Andrea Gara; Mary Dateo, Mountain View; Sierra Club representative (name unknown); Cooper Marcus, Quit Carbon; Noah Cordova; Robert Chun; Caleb Brown, San Francisco resident; Diane Bailey, Menlo Spark; John McKenna, Menlo Park resident; John Kocher, West Oakland resident; Rod Sinks, Cupertino resident; Austin; Corey Jung, Urban Promise Academy (UPA); Chance Cutrano, Sierra Club; Brian, UPA; Tim Frank, representing various Building Trades Councils in the Bay Area; Christopher, UPA; Trinity; Jaime, UPA; Rachel Golden, Oakland resident; Kevin, UPA; Jack Fleck, Oakland resident; Youssef, UPA; Bhima Sheridan; Amal, UPA; Ariel; Emanuel, UPA; Caroline Spears, Climate Cabinet; Donna, UPA; Amir Shah, San Francisco resident; Emily, UPA; Chris, San Francisco resident; Danica, UPA; Ava, Oakland resident; Esperanza, UPA; Francis Sawyer, SF resident; Melanie, UPA; Vita; Armando, UPA; Yerma, UPA; Jesus, UPA; Max, UPA.

Public comments were given (via Zoom): Girish Balachandran, Silicon Valley Clean Energy; Rebekah Collins; David Moller; Megan Miko; Jenny Green, Mothers Out Front; Shoshana Wechsler, Sunflower Alliance; Kristel Rietesel; Clean Air Coalition; Robert Mayo, Mountain View resident; Jenn Engstrom;

Hoai-An Truong, Mothers Out Front; Igor Tregub, Sierra Club; Jared Johnson, Acterra; Dr. Stephen Rosenblum, Palo Alto resident; Crystal Hernandez; Brenna Shafizadeh, Lafayette resident; Linda Hutchens Knowles, Mothers Out Front; Edwin Richter; Fernando Gaytan, Earthjustice; Jenny Michel, Menlo Park resident; Krysta Wanner; Anil Babbar, California Apartment Association (CAA); Eric Veium; Bret Anderson, Palo Alto resident; Floy Andrews, Richmond resident; Chris Frank, Millbrae resident; Fariya Ali, Pacific Gas & Electric (PG&E); Jordan Grimes, Peninsula Young Democrats; Dr. Bob Gould; Jeffrey Wong, City of Oakland; Ted Tiffany, Santa Rosa resident; Elaine Lee, Santa Clara resident; Regan; Tekuru Schwartz; Fay Yassini, CAA; Tom Kabat; Susan, San Mateo resident; Angelina Soldatos, CAA; Adam Sweeny, San Jose resident; Gary Trot; Max Perrey; Spencer Horowitz; Brian Kissel; Jean Tepperman, Sunflower Alliance; Batoul Al-Sadi, Oakland resident; Karen, Menlo Park resident; Kendall Sawyer; David Stark, Bay East Association of Realtors; Hope Salzer; Skylar Sacoolas; Gary Latshaw; Nyah Tisdell, Local Clean Energy Alliance; Arlene Baxter; Bruce Naegel; Ken Szutu, Citizen Air Monitoring Network of Vallejo; Michael Kapolnek; Matthew Vasilakis; Building Electrification Institute; Pamela Drake, Oakland resident; Roopak Kandasamy, BlocPower; Sue Sainders; Alfredo Angulo, Richmond resident; Fatima Abdul-Khabir, Oakland resident; Mabry Tyson, Los Altos resident; Jason Mendelson, Redwood City resident; Catherine Elvert; Garren Checkley, San Francisco resident; David Page; Pam Reaves, Marin Conversation League; Chris Gilbert; Rhovy Lyn Antonio, CAA; and Laura Petrillo-Groh, AHRI.

NOTED DEPARTURE: Director Walton left the meeting at 12:12 p.m.

Chair Bauters closed the Public Hearing.

Board Comments

The Board and staff discussed appreciation for the Air District staff who developed the rule amendments; concerns about anticipated cost burdens (especially in disadvantaged communities); concerns about lack of financial assistance for property owners and those who are not proficient with computers and/or identifying rebates; concerns about having to pay costs up front before receiving rebates; concerns about the amount of space and air flow that electric appliances can require; challenges with emergency equipment replacement; concerns about the projected availability of electric water heaters; concerns about grid load reliability; concerns of old appliances going into landfills; the desire for the Board to send a clear market signal to contractors, manufacturers, homeowners associations, and the public, indicating the Air District's commitment to clean air; the San Francisco County Board of Supervisors' adoption of a resolution supporting the Air District's proposed changes to Rules 9-4 and 9-6, and its adopted ordinance amending the City of San Francisco's Environment Code to repeal Chapter 7 (Green Building Requirements for City Buildings) and replace it with Municipal Green Building Requirements; the request that the Implementation Working Group provides the Board with varying cost scenarios, based on the variety of housing stock and challenges within the Bay Area's nine counties, and the need to consider equity during rule implementation, as residents in varying socioeconomic situations will experience different results; a request that the Air District gets a firm commitment from PG&E and holds PG&E accountable for their involvement in implementing these rule amendments; the request for legislation requiring PG&E to improve service in areas that are not considered priorities (rural areas); how the City of Palo Alto's Advanced Hot Water Heat Pump Program, which was passed in October 2022, and aims to install 1,000 heat pump water heaters by the end of 2023, could offer lessons learned to the Air District; hopes that the adoption of these rule amendments will drive innovation within the electric appliance market; the need for multilingual explanations and instructions for non-English speaking Bay Area residents; the composition of the Implementation Working Group; challenges with energy storage; the request for annual reports to the Board on the progress of these rulemakings, should they be adopted; whether the proposed timeline can be extended; the difference between replacement and repair of appliances; efforts around education and outreach; the effects of inflation on middle income households, and how they may be impacted by these

rule amendments; concerns of power outages affecting electric appliances; concerns about a lack of qualified installers of electric appliances; concerns about the fact that enforcement (of prohibiting the installation of banned equipment) will fall on cities and counties; the desire for the Air District to be transparent about the objectives of PG&E; whether the property assessed clean energy (PACE) model could be an appropriate mechanism for financing energy efficiency and renewable energy improvements that will be needed in people's homes during implementation; and how lower-voltage electric appliances can make panel upgrades unnecessary.

NOTED DEAPRTURE AND RETURN: At 1:28 p.m., Director Jue left the meeting for another Brown Act meeting. He returned at 1:51 p.m.

Board Action

Chair Bauters made a motion, seconded by Director Lopez, to **adopt** proposed amendments to Regulation 9, Rule 4: Inorganic Gaseous Pollutants, Rule 4: Nitrogen Oxides from Fan Type Central Furnaces (Rule 9-4) and Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (Rule 9-6) and Certification of an Environmental Impact Report for the proposed amendments to Rule 9-4 and Rule 9-6 pursuant to the California Environmental Quality Act; and the motion **carried** by the following vote of the Board:

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

[Click here to view signed Board Resolution No. 2023-03](#)

CONSENT CALENDAR

5. **REFERRAL OF THE PROPOSED BUDGET FOR FISCAL YEAR ENDING (FYE) 2024 TO THE FINANCE AND ADMINISTRATION COMMITTEE**

No presentation was given.

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Hannigan made a motion, seconded by Director Carlson, to **refer** the proposed Budget for the Fiscal Year Ending on June 30, 2024, to the Finance and Administration Committee for review and consideration; and the motion **carried** by the following vote of the Board:

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

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

7. BOARD MEMBER COMMENTS

None.

8. REPORT OF THE EXECUTIVE OFFICER/APCO

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

9. CHAIRPERSON'S REPORT

Chair Bauters waived his report.

10. TIME AND PLACE OF NEXT MEETING

Wednesday, April 5, 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.

11. ADJOURNMENT

The meeting was adjourned at 3:07 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: April 5, 2023

Re: Board Communications Received from February 15, 2023 through April 4, 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 February 15, 2023 through April 4, 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: Aloha de Guzman

Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: April 5, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

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

- Kate Hoag, Ph.D., Assistant Manager, Ambient Air Quality Analysis, attended the National Association of Clean Air Agencies (NACAA) Monitoring Steering Committee Meeting, Research Triangle Park, NC, January 31 - February 3, 2023.
- Alan Abbs, Legislative Officer, attended legislative meetings in Washington, DC, February 5 - February 10, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Hutson
Reviewed by: Stephanie Osaze

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: April 5, 2023

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of
February 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 February 2023

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Mattson Technology, Inc	B2989	Fremont	A61764A	2/15/2023	2-1-302	No Permit to Operate
Salkhi Family Holdings, Inc	Z8126	San Leandro	A62255A	2/2/2023	2-1-307	Permit Requirement/Condition Violation
Sila Nanotechnologies Inc	E3904	Alameda	A61143A	2/23/2023	2-1-307	Permit Requirement/Condition Violation
Sila Nanotechnologies Inc	E3904	Alameda	A61144A	2/23/2023	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc	A1438	Fremont	A61763A	2/8/2023	2-6-307	Title V Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
AAK USA Richmond Corp	A0927	Richmond	A61746A	2/16/2023	2-1-307	Permit Requirement/Condition Violation
AAK USA Richmond Corp	A0927	Richmond	A61747A	2/16/2023	2-1-307	Permit Requirement/Condition Violation
Alhambra Petrol, Inc	FB580	Martinez	A62320A	2/8/2023	8-7-302.3	Gasoline Dispensing Facility Violation
Chevron Products Company	A0010	Richmond	A62045A	2/6/2023	6-1-301	Visible Emissions Violation
City of Richmond	FB654	Richmond	A62044A	2/1/2023	1-301	Public Nuisance Violation

City of Richmond Wastewater Treatment Plant	A2482	Richmond	A62043A	2/1/2023	1-301	Public Nuisance Violation
Martinez Refining Company LLC	A0011	Martinez	A62085A	2/1/2023	6-1-305	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A62086A	2/2/2023	1-301	Public Nuisance Violation
Martinez Refining Company LLC	A0011	Martinez	A62087A	2/2/2023	6-1-301	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A62088A	2/17/2023	12-12-406	Miscellaneous Refinery Flare Standards of Operation Violation
Martinez Refining Company LLC	A0011	Martinez	A62089A	2/17/2023	12-12-406	Miscellaneous Refinery Flare Standards of Operation Violation
Phillips 66 Carbon Plant	A0022	Rodeo	A61245A	2/16/2023	2-1-301	No Authority to Construct and No Permit to Operate
Phillips 66 Carbon Plant	A0022	Rodeo	A61245B	2/16/2023	2-1-302	No Authority to Construct and No Permit to Operate
Phillips 66 Carbon Plant	A0022	Rodeo	A61246A	2/16/2023	2-6-307	Title V Permit Requirement/Condition Violation
Richmond Products Terminal	A0057	Richmond	A61748A	2/28/2023	8-5-305.3	Storage Tank Violation
Texxoil	FB656	Walnut Creek	A62323A	2/22/2023	2-1-307	Permit Requirement/Condition Violation
Texxoil	FB656	Walnut Creek	A62323B	2/22/2023	8-7-302.3	Gasoline Dispensing Facility Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
North Bay Gas	Z9405	Fairfax	A61394A	2/22/2023	8-7-302.3	Gasoline Dispensing Facility Violation
North Bay Gas	Z9405	Fairfax	A62256A	2/27/2023	8-7-302.3	Gasoline Dispensing Facility Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chateau Montelena	E3940	Calistoga	A62318A	2/7/2023	2-1-307	Permit Requirement/Condition Violation
Chateau Montelena	E3940	Calistoga	A62319A	2/7/2023	2-1-302	No Permit to Operate

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
San Francisco Municipal Railway	A8420	San Francisco	A58094A	2/27/2023	2-1-302	No Permit to Operate

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Civic Center Temporary Housing: County of S C	E4812	San Jose	A61640A	2/27/2023	2-1-307	Permit Requirement/Condition Violation
Civic Center Temporary Housing: County of S C	E4812	San Jose	A61641A	2/27/2023	2-1-307	Permit Requirement/Condition Violation

Civic Center Temporary Housing: County of S C	E4812	San Jose	A61642A	2/27/2023	2-1-301	No Authority to Construct and No Permit to Operate
Civic Center Temporary Housing: County of S C	E4812	San Jose	A61642B	2/27/2023	2-1-302	No Authority to Construct and No Permit to Operate
Gorilla Circuits	A1857	San Jose	A61639A	2/16/2023	2-1-307	Permit Requirement/Condition Violation
Greenwaste Recovery Inc	B1802	San Jose	A61638A	2/14/2023	2-1-307	Permit Requirement/Condition Violation
Kirby Petroleum Inc	Z5213	Los Gatos	A62322A	2/21/2023	8-7-301.5	Gasoline Dispensing Facility Violation
Linda Kalai	FB649	Sunnyvale	A62251A	2/1/2023	8-7-302.1	Gasoline Dispensing Facility Violation
Measurement Specialties, Inc	A5962	Milpitas	A61627A	2/2/2023	2-1-307	Permit Requirement/Condition Violation
National Petroleum Sunnyvale	FB660	Sunnyvale	A62328A	2/28/2023	2-1-307	Permit Requirement/Condition Violation
National Petroleum Sunnyvale	FB660	Sunnyvale	A62329A	2/28/2023	2-1-307	Permit Requirement/Condition Violation
Signature Flight Support	FB657	Santa Clara	A62281A	2/22/2023	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Valero Refining Company - California	B2626	Benicia	A60590A	2/2/2023	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A60591A	2/8/2023	8-5-306.2	Storage Tank Violation

Valero Refining Company - California	B2626	Benicia	A60592A	2/23/2023	CCR	California Code of Regulation Violation
Valero Refining Company - California	B2626	Benicia	A60593A	2/23/2023	CCR	California Code of Regulation Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Alvarado Street Bakery	B8750	Petaluma	A61571A	2/8/2023	2-1-307	Permit Requirement/Condition Violation

Company Address Outside of Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Costco Wholesale Corporation	FB582	Kent	A62321A	2/9/2023	8-7-301.1	Gasoline Dispensing Facility Violation
Tesoro West Coast Company	FB658	Dallas	A62282A	2/22/2023	8-7-302.3	Gasoline Dispensing Facility Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There was 1 settlement for \$10,000 or more completed in February 2023.

- 1) On February 9, 2023, the District reached settlement with Anchor Brewing, LLC for \$19,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60449A	3/17/2022	8/26/2021	9-7-307.2	Boiler Emissions 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: April 5, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Report of California Air Resources Board (CARB) Representative -
Honorable Davina Hurt.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman

Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. CARB Quarterly Report for Representative - Honorable Davina Hurt

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

From: Davina Hurt, Member, California Air Resources Board

Date: March 16, 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 October 1, 2022, through December 31, 2022:

October Activities

5th October CERP Briefing

6th CARB DaRE Hispanic and Latinx Heritage Month

11th Meeting w/ UCS et al. re: ACF
Meeting w/ Better World Group re: ACC II
Meeting w/ CA Steel re: Scoping Plan

12th IPAG 3rd Meeting

13th Meeting w/ CNGVC re: ACF
October CERP Meeting

21st October Staff Briefing

24th Meeting w/ Regenerate CA re: Scoping Plan
Meeting w/ ACWA re: ACF
Meeting w/ Republic Services re: ACF

25th Meeting w/ CalStart re: ACF
Meeting w/ BlueGreen Alliance re: ACF

26th Tour of SSF Scavengers re: ACF
Meeting w/ US Hybrid re: ACF

27th October Board Meeting

31st CARB/CTC/HCD Joint Meeting Briefing
Meeting w/ John Putnam, Gen. Counsel, USTA

November Activities

1st Seamless Bay Area re: Joint Meeting

2nd AB 617 Consultation Group Meeting

3rd CARB/CTC/HCD Joint Meeting

8th Meeting w/ CVAQ re: SJV PM2.5 Plan
EJAC ad hoc Governance Workgroup
November Staff Briefing

16th Meeting w/ CCA and ALA re: Funding Plan, In-Use Off-Road, and Locomotives
Meeting w/ CTA re: Locomotives

17th November Board Meeting

29th Meeting w/ Secretary Garcia

30th EJAC Meeting

Hoop Valley Tour

December Activities

1st Ceres Climate Summit

5th Meeting w/ CEJA re: Scoping Plan

Meeting w/ CVAQ re: Scoping Plan

EJAC Ad Hoc Governance Workgroup Meeting

8th AB 617 Consultation Group

12th December Staff Briefing

13th Research Screening Committee

15th December Board Meeting

16th December Board Meeting

Attachments: Public Agendas



Advance Copy

Public Meeting Agenda

Thursday, October 27, 2022

California Environmental Protection Agency
1001 I Street, Sacramento, California 95814
Byron Sher Auditorium, 2nd Floor

Webcast (Livestream/Watch Only)

Zoom Webinar [Register Here](#)

Phone Number: (669) 900-6833

Webinar ID: [XXX XXXX XXXX](#)

The October 27, 2022, 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 \(NEW\)](#)
- [Remote Public Participation \(UPDATED\)](#)

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 October 27 Board Meeting.

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

Thursday, October 27, 2022 @ 9:00 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.

22-14-1: Public Hearing to Consider Proposed Advanced Clean Fleets Regulation

The Board will consider the proposed Advanced Clean Fleets Regulation rulemaking. This hearing will be the first of two planned hearings.

- [Formal Rulemaking Page](#) (includes links to Notice, Staff Report, and Appendices)
 - [Public Hearing Notice](#)
 - [Staff Report](#)
- [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:

Alliance for California Business v. California State Transportation Agency, et al., Sacramento County Superior Court, Case No. 34-2016-80002491.

American Lung Association, et al. v. United States Environmental Protection Agency, et al. (D.C. Cir. 2021) 985 F.3d 914, cert. granted sub nom. *Westmoreland Mining Holdings v. EPA* (U.S., Oct. 29, 2021, No. 20-1778).

Best Energy Solutions & Technology Corp., et al v. California Air Resources Board, et al., Kern County Superior Court, Case No. BCV-20-102198.

California v. Stout, et al., United States District Court, Central District of California, Case No. 2:20-cv-00371.

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

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

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

California Natural Gas Vehicle Coalition v. California Air Resources Board, et al., Fresno County Superior Court, Case No. 20CECG02250.

Clean Energy Renewable Fuels, LLC v. California Air Resources Board, Orange County Superior Court, Case No. 30-2020-01167039-CU-WM-CJC.

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.

State of California v. United States Environmental Protection Agency, United States Court of Appeals, District of Columbia Circuit, Case No. 18-1096.

State of California v. Wheeler et. al., District of Columbia Circuit, Case No. 19-1239, consolidated under No. 19-1230 along with Nos. 19-1241, 19-1242, 19-1243, 19-1245, 19-1246, and 19-1249.

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, 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, District of Columbia Circuit, Case No. 21-1018.

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

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 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.

Truck Trailer Manufacturers Association, Inc. v. United States Environmental Protection Agency, et al., U.S. Court of Appeals, District of Columbia Circuit, Case No. 16-1430.

People v. Southern California Gas Company, Los Angeles Superior Court, Case No. BC 602973.

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, Los Angeles County Superior Court, Case No. 20STCP03138x.

Westmoreland Mining v. EPA, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1160.

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 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 or (916) 322-5594
CARB Homepage: 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 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 electrónico al 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

for the

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

Thursday, November 3, 2022

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: [XXX XXXX XXXX](#)

The November 3, 2022, joint meeting of the California Air Resources Board (CARB or Board), the California Transportation Commission (CTC or Commission), and the California Department of Housing and Community Development (HCD or Department) will be held at 4001 Iowa Avenue in Riverside, 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 (951) 565-5194 or visit <https://www.riversidetransit.com>

To only watch the joint 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 \(NEW\)](#)
- [Remote Public Participation \(UPDATED\)](#)

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 October 27 Board Meeting.

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

Thursday, November 3, 2022 @ 9:00 a.m.

California Government Code section 14516 directs CARB, CTC, and HCD to meet at least twice a year to coordinate implementation of policies that jointly affect transportation, housing, and air quality. This meeting will focus on California's interagency implementation of the Climate Action Plan for Transportation Infrastructure (CAPTI), including promoting infill housing and sustainable freight.

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

Hardcopies of the Public Agenda will be provided at the meeting; all other documents linked below will only be available upon request.

Opening Remarks

Leadership from CARB, CTC, HCD, and the California State Transportation Agency (CalSTA) will provide opening remarks to start the Joint Meeting.

Discussion Items:

Note: The following agenda items may be heard in a different order at the Joint Meeting.

Item 1: Progress Report on Interagency Coordination

Presentation: CARB

CARB, CTC, and HCD will hear a presentation by CARB staff, describing work that CARB, CTC, and HCD staff have been undertaking in response to the April 7, 2022, Joint Meeting.

- **CARB/CTC/HCD Presentation**

Item 2: Draft Annual Progress Report on Implementation of the Climate Action Plan for Transportation Infrastructure (CAPTI)

Presentation: CalSTA

CARB, CTC, and HCD will hear a presentation by CalSTA describing the status of CAPTI implementation, to review progress and first-year accomplishments. CARB, CTC, and HCD may discuss preliminary learnings in order to continue advancing the State's climate, health, and equity goals.

- **CalSTA Presentation**

Public Comment:

There will be a comment period to allow interested members of the public to address CARB, CTC, and HCD, with comments related to Item 2.

Item 3: Excess State Land for Affordable Housing Program

Presentation: HCD

CARB, CTC, and HCD will hear a presentation by HCD, providing an update on HCD's Excess State Lands for Affordable Housing Program, and inform opportunities to further align program criteria with CAPTI Strategy 7 related to infill housing production to reduce vehicle miles traveled (VMT), and align with broader climate goals. CARB, CTC, and HCD may discuss the presentation and related issues to continue advancing the State's climate, health, and equity goals.

- **HCD Presentation**

Public Comment:

There will be a comment period to allow interested members of the public to address CARB, CTC, and HCD, with comments related to Item 3.

Item 4: Sustainable Freight

Presentation: SB 671 Clean Freight Corridor Efficiency Assessment

CARB, CTC, and HCD will hear a joint presentation from CARB staff and CTC staff, describing CARB and CTC's collaborative process to develop a Clean Freight Corridor Efficiency Assessment, pursuant to Senate Bill (SB) 671 (Gonzalez, Chapter 769, Statutes of 2021). The assessment will consider options to align agency programs with SB 671 corridor designations and implementation strategies for the projects identified in the assessment. CARB, CTC, and HCD may discuss the presentation and related issues to continue advancing the State's climate, health, and equity goals.

- **CARB/CTC Presentation**

Presentation: Updating the California Freight Mobility Plan

CARB, CTC, and HCD will hear a presentation by the California Department of Transportation (Caltrans), on Caltrans' work to update the California Freight Mobility Plan (CFMP) to incorporate zero-emission infrastructure needs. This presentation will include how the CFMP update will incorporate the SB 671 Clean Freight Corridor Efficiency Assessment and implement CAPTI Strategy 4.6, which calls for the CFMP to incorporate zero-emission infrastructure needs. CARB, CTC, and HCD will consider options to help align the CFMP update with CAPTI and broader State climate goals. CARB, CTC, and HCD may discuss the presentation and related issues to continue advancing the State's climate, health, and equity goals.

- **Caltrans Presentation**

Public Comment:

There will be a comment period to allow interested members of the public to address CARB, CTC, and HCD, with comments related to Item 4.

Joint Meeting Wrap-Up and Closing Remarks

CARB will briefly provide the meeting wrap-up and closing remarks by all three agencies.

Other Information

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

[View Submitted Comments](#)

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

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

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

cotb@arb.ca.gov or (916) 322-5594

CARB Homepage: 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 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 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, November 17, 2022, and
Friday, November 18, 2022

California Environmental Protection Agency
1001 I Street, Sacramento, California 95814
Byron Sher Auditorium, 2nd Floor

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

Phone Number: (669) 900-6833
Webinar ID: 890 4023 9399

The November 17-18, 2022, 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 \(NEW\)](#)
- [Remote Public Participation \(UPDATED\)](#)

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 November 17-18 Board Meeting.

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

Thursday, November 17, 2022 @ 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.

22-15-1: Public Meeting to Consider the Coachella Valley 75 ppb 8-Hour Ozone Reasonable Further Progress State Implementation Plan

The Board will consider approval of the South Coast Air Quality Management District Coachella Valley 75 ppb 8-Hour Ozone Reasonable Further Progress SIP (RFP Plan). The RFP Plan demonstrates that Coachella Valley meets the requirements of the Clean Air Act for emissions inventories, reasonable further progress, and motor vehicle emission budgets as an Extreme nonattainment area with an attainment year of 2031.

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

22-15-2: Public Meeting to Consider Proposed Contract with the University of California, Davis Titled "Research Study: Impacts and Implications of California Housing and Transportation Costs"

The Board will consider approval of a research contract to develop estimates of housing and transportation cost burdens across California and recommendations to reduce these burdens in the most impacted populations. This item is added to the agenda due to the contract amount and to satisfy Board approval requirements in Government Code section 1091 because one Board member is affiliated with the University of California, Davis.

- [More Information](#)
- [Item Summary](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

22-15-3: Public Meeting to Consider Proposed Contract with the University of California, Davis Titled "Research Study: State of Zero-Emission Vehicle Secondary Market and Accessibility Impacts in California's Underserved Communities"

The Board will consider approval of a research contract to enhance CARB's understanding of the secondary zero-emission vehicle (ZEV) market and used ZEV buyers to increase access to ZEVs in California's underserved communities. This item is added to the agenda due to the contract amount and to satisfy Board approval requirements in Government Code section 1091 because one Board member is affiliated with the University of California, Davis.

- [More Information](#)
- [Item Summary](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

22-15-4: Public Hearing to Consider Proposed Amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation

The Board will consider approving for adoption the Proposed Amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation which will reduce harmful emissions from off-road mobile vehicles.

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

22-15-5: Public Meeting to Consider the Proposed Fiscal Year 2022-23 Funding Plan for Clean Transportation Incentives Accompanied by Proposed Carl Moyer Program Changes*

The Board will consider approval of the Proposed Fiscal Year 2022-23 Funding Plan for Clean Transportation Incentives accompanied by Proposed Carl Moyer Program Changes.

* This item is scheduled to be heard on Thursday, November 17th. Because the length of public testimony cannot be predicted in advance, this item may continue on Friday, November 18th.

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

Friday, November 18, 2022 @ 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.

22-15-6: 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 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.

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.

Truck Trailer Manufacturers Association, Inc. v. United States Environmental Protection Agency, et al., U.S. Court of Appeals, District of Columbia Circuit, Case No. 16-1430.

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, Los Angeles County Superior Court, Case No. 20STCP03138x.

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 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 or (916) 322-5594
CARB Homepage: 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.

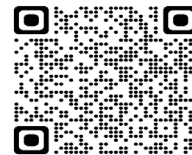
To request these special accommodations or language needs, please contact the Clerks' Office at cotb@arb.ca.gov or at (916) 322-5594 as soon as possible, but no later than 7 business days before the scheduled Board hearing. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

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 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.



Advance Copy **Public Meeting Agenda**

**Thursday, December 15, 2022, and
Friday, December 16, 2022**

California Environmental Protection Agency
1001 I Street, Sacramento, California 95814
Byron Sher Auditorium, 2nd Floor

Webcast (Livestream/Watch Only)

Zoom Webinar [Register Here](#)

Phone Number: (669) 900-6833

Webinar ID: **XXX XXX XXXX**

The December 15-16, 2022 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.

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 in Zoom, via the Spanish Webcast, and in person at the December Board Meeting.

American Sign Language will be provided in person at the December Board Meeting.

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

Thursday, December 15, 2022 @ 9:00 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.

22-16-1: Public Meeting to Consider the 2022 Climate Change Scoping Plan for Achieving Carbon Neutrality*

The Board will consider approving the 2022 Climate Change Scoping Plan (2022 Scoping Plan) along with considering whether to certify the Environmental Analysis prepared for the 2022 Scoping Plan (including adopting the California Environmental Quality Act findings and statement of overriding considerations). The plan recommends a suite of actions to reduce anthropogenic emissions by 85% below 1990 levels and achieve carbon neutrality in California no later than 2045. This is the second of two Board hearings on this item.

As part of this agenda item, the Board will consider delegating to the CARB Executive Officer the task to collaborate with the Natural Resources Agency in establishing the expert advisory committee required by Assembly Bill 757 to advise the state regarding carbon sequestration and other nature-based climate solutions to greenhouse gas emissions.

*This item is scheduled to be heard on Thursday, December 15. Because the length of public testimony cannot be predicted in advance, this item may continue on Friday, December 16.

- [More Information](#)
 - [Final 2022 Scoping Plan Update](#)
- [Item Summary](#)
- [Meeting Presentation](#)
 - [EJAC Presentation](#)
- [Proposed Resolution](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

Friday, December 16, 2022 @ 8:30 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.

22-16-2: Public Meeting to Consider Proposed Research Contract with the University of California, Berkeley, Titled "Impact of Air Pollution Exposure on Metabolic Health Outcomes for California Residents."

The Board will consider approval of the research proposal. This item is added to the agenda due to the contract amount and also to satisfy Board approval requirements in Government Code section 1091 because one Board member is affiliated with the University of California, Berkeley.

- [More Information](#)
- [Item Summary](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

22-16-3: Public Meeting to Consider the appointment of New Members to the California Air Resources Board’s Research Screening Committee.

The Board will hear an overview of the proposed new members for the CARB Research Screening Committee and consider a resolution to approve their appointments.

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

22-16-4: Public Meeting to Hear the 2022 Legislative Update

The Board will hear an update on 2022 air quality and climate legislation from the Office of Legislative Affairs.

- [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:

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.

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, 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.

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 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 or (916) 322-5594

CARB Homepage: 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 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 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.

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: April 5, 2023

Re: Quarterly Report of the Executive Office and Division Activities for the Months of
October 2022 - December 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Report of the Executive Office and Division activities for the months
of October 2022 - December 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman

Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Fourth Quarter Report for the Months of October 2022 - December 2022

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

Business Office

The Business Office issued 653 purchase orders and executed 94 contracts. There were three Requests for Proposals/Qualifications issued during this period.

Fleet Services

This quarter, Fleet Services disposed of two (2) vehicles, acquired zero (0) vehicles, and processed zero (0) vehicles for body shop repairs and sent 47 vehicles for maintenance.

There were 23 vehicle requests, of which zero (0) vehicles were pool vehicles and 23 were Enterprise car rentals, and zero (0) cancellations.

There are currently 122 fleet vehicles: one (1) diesel; three (3) electric; 22 gas; 11 hybrids; one (1) hydrogen fuel cell, and 84 plug-in hybrids.

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

Facilities

Facilities received 35 Angus requests and completed 63 ad-hoc projects/tasks. The team outfitted the remaining workstations with sit/stand desks at Beale St.

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

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

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

The Human Resources (HR) Office conducted ten (10) recruitments including exams for: Air Quality Engineer I/II, Air Quality Specialist I/II (2), Assistant Staff Specialist I/II, Environmental Planner I/II, Principal Air Quality Engineer, Principal Air Quality Specialist, Senior Staff Specialist, Staff Specialist I/II, and Supervising Systems Analyst. The HR Office offered 48 wellness/fitness classes and three (3) group training sessions with 29 attendees, including: Emotional Intelligence for

Staff, Emotional Intelligence for Supervisors and Managers, and Difficult Conversations. In addition, eight (8) employees utilized individual training courses and educational reimbursements. The HR Office continues to administer payroll, benefits, safety/worker's compensation, and labor/employee relations. There were seven (7) new employees, ten (10) promotions, and 12 separations from October 2022 to December 2022. There are currently 398 regular employees, six (6) temporary employees, and 67 budgeted vacant positions.

COMPLIANCE AND ENFORCEMENT DIVISION
J. GOVE, DIRECTOR

Enforcement Program

Air District Staff documented 191 air pollution violations that resulted in Notice of Violations (NOV) and responded to 801 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

On October 6, 2022, Chevron Richmond Refinery received three (3) Notices of Violation (NOVs) for failure to conduct quarterly performance audits on the H₂S fuel gas Continuous Emissions Monitoring (CEM). These performance audits are mandated by Federal regulations. The NOVs were backdated to April 25, 1997 (promulgation of the Federal Credible Evidence Rule).

On October 14, 2022, and November 17, 2022, staff attended meetings with representatives from the City of Oakland Cannabis Regulatory Commission and State Department of Cannabis Control to coordinate activities related to the emissions from cannabis operations in the Oakland area. Updates on enforcement activities were provided by representatives of each agency and coordination on upcoming work was discussed during the meetings.

On October 19, 2022 – October 20, 2022, staff attended the California Air Pollution Control Officer Association (CAPCOA) Enforcement Managers Committee meeting and Symposium, which took place in South Lake Tahoe. During the Symposium, which was focused on topics of relevance particularly to more experienced enforcement staff, Air District staff made a presentation on the enforcement regarding violations due to diesel emissions related to the operation of indoor cannabis cultivation and operations in Oakland.

On October 19, 2022, staff participated in the quarterly South Bay Odor Stakeholders Group (SBOSG) meeting. Staff presented an update on the odor complaints in the Milpitas area received this year by the Air District and provided an update and responded to some questions regarding the odor study and potential community/fence line monitoring.

On October 19, 2022, the Air District Board of Directors authorized the Interim Executive Officer/APCO to amend existing contracts with The Davey Tree Expert Company for the Agricultural Waste and Wildfire Prevention Chipping Programs by extending them for one additional year with additional funding. These programs assist property owners in disposing of qualifying materials by providing free chipping services in lieu of open burning the material. As a non-burning disposal method, chipping is expected to reduce particulate matter emissions when compared to burning.

On November 24, 2022, and November 25, 2022, Martinez Refining Company (MRC) had an unplanned release of spent catalyst from their Fluid Catalytic Cracking Unit (FCCU). The spent catalyst dispersed in nearby neighborhoods in Martinez, depositing as a “white ash”-type consistency throughout the community. The release was not reported to any regulatory agencies, nor was the Community Warning System activated. Air District staff took samples of the material and identified the presence of heavy metals. Notice of Violation #A60836 was issued to MRC for a Public Nuisance. Air District staff, in collaboration with Contra Costa County Health Services and the Contra Costa County District Attorney’s Office are continuing to investigate the release.

On November 30, 2022, the Compliance & Enforcement (C&E) Division and Engineering Division staff visited the Tesla facility located in Fremont. The purpose of the visit was to have a technical discussion with Tesla staff and to observe the North and South paint shops coating and curing operations to better understand shutdown and bypass events at these sources. Tesla engineering staff were accompanied by Tesla in-house and outside counsel during the meeting. The Tesla facility has been experiencing excess POC emissions whenever there is a breakdown or a malfunction in the coating/curing operations. The Air District’s position is that these excess emissions should be controlled by the respective control devices (Regenerative Thermal Oxidizers) and not be released into the atmosphere unabated. Tesla and Air District staff have agreed to continue these discussions to resolve this issue.

Compliance Assurance

Air District Staff conducted over 1,208 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition and renovation jobs, naturally occurring asbestos (NOA) projects, open burning, portable equipment, backup generator engines (BUG) and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

On November 1, 2022, staff conducted a joint inspection of Anchorage 9 (offshore anchorage within San Francisco Bay) with Baykeeper, an organization that uses science, advocacy, and law to hold polluters accountable in San Francisco Bay and its watershed. Onboard Baykeeper’s patrol boat, staff conducted visible emissions observations of ships anchored at Anchorage 9, and used the opportunity to build relationships with Baykeeper staff for potential future joint operations.

On November 17, 2022, staff met with representatives of Google to discuss their questions and concerns regarding the State’s Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations and its associated naturally occurring asbestos (NOA), Asbestos Dust Mitigation Plan (ADMP) requirements. The meeting was prompted by Google’s ongoing and future development plans in the South Bay and its expressed goal to be compliant and protective of human health and safety. Questions/issues discussed included those on rule interpretation and applicability, site designations, discovery provisions, and other related issues.

On November 9, 2022, staff attended the Greater Novato Shaded Fuel Break Project Workshop hosted by the Marin Wildlife Prevention Authority (MWPA) and Novato Fire District. The purpose of the project would be to build fire breaks around Novato and the surrounding areas to reduce vegetation around homes and restore treated areas to a more natural, healthy fire-adapted condition. Pending environmental review, the project would start in spring 2023 and continue for 5-years.

Staff attended the Western Visibility Initiative and Smoke Air Quality Collaborative Meetings in San Diego hosted by the Western States Air Resources Council (WESTAR)/ Western Regional Air Partnership (WRAP) on November 15, 2022 – November 17, 2022.

From late November 2022 to mid-December 2022, staff investigated several complaints for smoke/odor/fire associated with homeless encampments along the Coyote Creek watershed in San Jose. For safety reasons, staff do not enter encampment areas but share the complaint information with the City of San Jose, which uses the information to help prioritize encampment response/clean-up/abatement efforts.

On December 15, 2022, staff participated in the monthly conference call with the California Air Pollution Control Officers Association (CAPCOA) Prescribed Burn Workgroup comprised of representatives from the California Air Resources Board (CARB), CAPCOA, and other air districts. Participant discussions centered on future state grant funding for the prescribed burn program, of which the Bay Area Air Quality Management District could receive up to \$71,914, given the projected state deficit, and the new CALFIRE online permitting platform under development.

Staff participated in monthly conference calls with Lehigh Southwest Cement (Lehigh) representatives to discuss ongoing compliance and permitting issues at this Portland Cement manufacturing facility and quarry in Cupertino. On November 14, 2022, Lehigh publicly announced that it was idling its cement plant permanently. The cement kiln had been idle since April 2020 but there had been no discussion of its subsequent use until the announcement. Lehigh plans to continue to operate its aggregate plant and cement distribution center.

Staff approved three Asbestos Dust Mitigation Plans (ADMP), two ADMP amendment requests, and received closure notifications on three other ADMPs. ADMPs are required for any construction and grading project greater than 1 acre by the State's asbestos airborne toxic control measure for construction, grading, quarrying, and surface mining operations.

Compliance Assistance and Operations Program

On October 19, 2022, the Air District Board of Directors authorized the Interim Executive Officer/APCO to amend the existing contracts with The Davey Tree Expert Company for the Agricultural Waste and Wildfire Prevention Chipping Programs by extending each program contract by one year to October 31, 2023, and adding an additional \$150,000 to each program contract.

Due to the high rate of rejected (payment) checks and high administrative costs associated with tracking down non-payers, the Asbestos Program will no longer accept manual payments (checks) for asbestos/demolition notifications. Acceptable payment options will include credit cards, eChecks, and debit cards only. The change was effective November 9, 2022.

On November 17, 2022, C&E staff provided a presentation to the Community Advisory Committee (CAC) to highlight two proposed efforts to improve enforcement, communication, and transparency in impacted and overburdened communities. Staff have been working closely with CAC Councilmember Szutu on the ideas of hosting bi-monthly meetings with the goal of providing an opportunity for community members to engage with staff and learn about C&E core programs and enforcement activities and create an open dialogue to discuss air quality concerns. Staff provided details on the proposed framework and agenda of the bi-monthly meetings and requested the CAC's support and guidance to begin the effort. Staff also presented on the idea of exploring how to utilize community resources and support and leverage their shared knowledge and experiences to improve enforcement in communities. Staff will request to return at a future date to provide an update on the proposed programs and ideas.

On November 16, 2022, Staff participated in the Fuel Refining, Support Facilities, Storage and Distribution presentation for the Richmond San Pablo Steering Committee. Staff presented an overview of the C&E Division’s enforcement data for the fuel refining facilities including a review of NOV data from 2019 – 2022, an overview of the C&E inspection and investigation processes, and potential enforcement strategies. Staff responded to questions regarding these topics.

Air District Staff received and evaluated over 2,032 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank and flare regulations. Staff received and responded to over 53 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

- Air District staff approved 25 prescribed burn smoke management plans in Alameda, Contra Costa, Marin, Napa, San Mateo and Sonoma County.
- Staff mailed out 150 informational packets to residences that received complaints regarding wood burning. During the fourth quarter of 2022, the Air District received 882 complaints regarding wood burning.
- Air District staff completed the data verification and posting of refinery flare monitoring data through September 2022.
- Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 78 engines.

TECHNOLOGY IMPLEMENTATION OFFICE A. FOURNIER, OFFICER
--

The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed the development and deployment of climate technologies in the Bay Area and beyond.

Climate Tech Finance

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

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

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

- [New Sun Road](#), a microgrid management company.
- [Sparkz](#), a cobalt-free, lithium-ion batteries manufacturer.
- [Borrow](#), a short-term EV lease company.
- [Planetarians](#), an alternative meat developer.

To date, nine (9) companies received \$20.4M in banks' loans with the support of Climate Tech Finance loan guarantees. These companies specialize in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

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

Since the statewide expansion of the program, staff conducted 66 intake calls, where 47% of these companies are interested in the program and now in various stages of approval. To increase the inbound marketing, an informational webinar was held on October 6, 2022, to provide an overview of the program.

Clean Air Centers

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

The Air District received \$3M in program and administrative resources to implement Clean Air Centers. The program is being administered by the California Air Resources Board (CARB). The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

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

Clean Cars for All

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

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

- 5,309 applications have been submitted since the program opened in March 2019, and 3,687 awards have been made (totaling over \$30.95 million). 2,904 grantees purchased new vehicles, 75 grantees selected PEX cards for public transit and other mobility options, 307 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 28% were battery electric vehicles (BEV), 45% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell vehicles (FCEV), and 2% were mobility option.

Clean Cars for All Program Key Performance Indicators (KPI)

Clean Cars for All Program KPI Totals to Date (2019-2022)	
Total budget	\$45M
Total available	\$5.98M (i.e. not awarded)
Applications received	5,309
Funds awarded	\$30.95M / 3,687 grantees
Funds paid	\$24.03M / 3,060 payments
Clean Cars for All Program KPI Totals During Q4 of 2022	
Applications received	211
Funds awarded	\$2.1M / 259 grants
Funds paid	\$2.4M / 291 payments

Charge! Program for Electric Vehicle (EV) Infrastructure

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

- The 2023 Charge! Program opened on November 15, 2022. A draft version of the Charge! Program Guidance was released on September 16, 2022, and public comments were accepted until October 9, 2022. An informational webinar was held on November 29, 2022, to provide an overview of the program and information about how to apply. Applications will be accepted until March 3, 2023.

- Staff continue to administer and monitor current Charge! Program projects for compliance.

Outreach and Partnerships

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. An EV Council meeting was held on October 12, 2022, and featured a panel on EV charging reliability. Panelists from Cool the Earth, City of Richmond, and Flo will discuss a recent a recent reliability study and experiences from the electric vehicle service provider and an end user.

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

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

Sponsorship and Conferences

TIO sponsored the EV Week 2022 event on October 8, 2022, and October 9, 2022, in San Francisco. Staff attended this event to promote the Clean Cars for All program.

**ENGINEERING DIVISION
P. LEONG, DIRECTOR**

California Environmental Quality Act (CEQA) Projects

Bayview/Hunters Point (BVHP) California Environmental Quality Act (CEQA) Analysis

Staff routed Amendment No. 3 to Contract No. 2018.166, to increase funds of up to \$700,000 for consulting services from PlaceWorks, Inc., for execution. The Board of Directors (BOD) approved the increase during the June 15, 2022, Board of Directors meeting. PlaceWorks will provide support for Air District work on the CEQA analysis of Martin Marietta and CEMEX in BVHP.

Permits and Projects

Phillips 66 San Francisco Refinery (Rodeo, CA)

During a 2021 facility turnaround, Phillips 66 made physical changes to multiple permitted and exempt sources to accommodate the processing of renewable feedstock. In 2022, Phillips 66 submitted Application 31703 for authorization of the changes already implemented. On October 11, 2022, Permits to Operate were issued for alterations to S-305 (Unit 230 Prefractionator/Naphtha Hydrotreater), S-360 (Mid-Barrel Tank 223), S-425 (Marine Terminal Berth M1), S-426 (Marine Terminal Berth M2), S-460 (Unit 250 Ultra-Low Sulfur Diesel Hydrotreater), S-461 (Hydrotreater

Charge Heater), and S-506 (Tank 257). The Air District also issued Certificates of Exemption for S-103 (Tank 106), S-179 (Tank 291), S-260 (Tank 1009), and S-262 (Tank 1011). The Notice of Exemption for CEQA was filed on October 12, 2022.

Community Meeting regarding Phillips 66 Company - San Francisco Refinery (Rodeo, CA)

On December 7, 2022, staff attended a community meeting regarding the Phillips 66 Rodeo Renewed Project. Ken Szutu, of the Citizen Air Monitoring Network, arranged and moderated the meeting. Staff presented an overview of the CEQA review process, the Rodeo Renewed Project, and discussed the current public comment period for the permit application. The meeting went longer than the scheduled end time due to the number of questions from the public. Staff remained to address the public's concerns. The public comment period for the permit application ended on December 15, 2022.

Marathon Petroleum Corporation (Martinez, CA)

Marathon Petroleum Corporation (Marathon) applied for a change in permit conditions to establish a daily nitrogen oxides (NOx) mass emissions limit as an Alternate NOx Compliance Plan per Regulation 9, Rule 10. The Air District imposed an alternate refinery-wide daily NOx mass emissions limit in lieu of the activity-based emissions limit in Regulation 9-10-301. A change in permit conditions was issued and Notice of Exemption was filed with Contra Costa County on December 2, 2022.

Marathon Petroleum Corporation (Martinez, CA)

Marathon Petroleum Corporation (Marathon) applied for a certificate of exemption for an aqueous ammonia tank. Marathon is proposing to inject aqueous ammonia into three hydrodeoxygenation (HDO) units for corrosion control on an as-needed basis if nitrogen compounds in renewable feedstocks are at lower concentrations than design conditions. A Certificate of Exemption was issued and Notice of Exemption was filed with Contra Costa County on December 2, 2022.

Tesla (Fremont, CA)

Tesla applied for a Permit to Operate, Temporary Operation (90 days) to install and test the performance of a liquid oxygen fuel burner at an existing aluminum melting furnace. The intent of the burner is to reduce emissions of nitrogen oxides from combustion of natural gas at the burner, while having a higher heating capacity (allow increased throughput). A Permit to Operate for a Temporary Operation was issued on November 9, 2022.

Irvington Memorial Cemetery (Fremont, CA)

On December 14, 2022, the Air District issued an Authority to Construct to Irvington Memorial Cemetery for two new cremation retorts that will replace two existing retorts. The new retorts are functionally equivalent to the existing units but have improved afterburners and particulate controls and higher stacks to reduce emissions and health impacts compared to the old units. Public comments on this project were collected from August 25, 2022 through September 26, 2022, and the Air District responded to all comments. A Notice of Exemption from the California Environmental Quality Act for this project was filed with Alameda County.

Golden State Pet Crematorium, Castro Valley

Golden State Pet Crematorium applied for an Authority to Construct for a new animal cremator. The proposed cremator met Best Available Control Technology (BACT) and BACT for toxics requirements. The Air District filed a Notice of Exemption with the Alameda County Clerk on October 7, 2022.

Title V Permit Actions:

- Shore Terminals, LLC - Significant Revision issued.
- Phillips 66 Company - San Francisco Refinery - Reopening issued.
- Newby Island Landfill – The administrative amendment to update the responsible official was issued.
- United Airlines – San Francisco Maintenance Center - The administrative amendment to update the responsible official was issued.
- West Contra Costa Sanitary Landfill, Inc. - The administrative amendment to update the responsible official and facility contact was issued.

South Bay Odor Attribution Study (SBOAS)

On behalf of Measurement & Meteorology (M&M), Engineering staff released the draft odor attribution study to the South Bay Odor Study (SBOSG) Group, including the three (3) facilities identified as the source of odors in the south bay community. Staff attended the quarterly SBOSG meeting on October 20, 2022. Comments on the SBOAS reports were requested by November 21, 2022.

Newby Island/International Disposal Corporation Material Recovery Facility (Milpitas)

Engineering staff met with staff and management of the Air District's Measurement and Meteorology (M&M) Section as well as their Deputy Air Pollution Control Officer to discuss use of the Air District's South Bay Odor Attribution Study (SBOAS) results to assess health risk for the unpermitted Newby Island Material Recovery Facility (MRF). The initial Health Risk Assessment (HRA) for the application used the applicant's 2018 source test data. With the more recent SBOAS, emissions toxic air contaminants were found to be higher than measured by the applicant. Additional toxic compounds were also measured that were not in the applicant's 2018 testing. After discussion, M&M supported use of the SBOAS data for a revised health risk assessment.

Closed Berkeley Landfill (Berkeley)

On December 5, 2022, staff attended a meeting with CalRecycle and the Berkeley Local Enforcement Agency (LEA) to discuss concerns about the Berkeley Landfill's petition for Less than Continuous Operation of the gas collection system and flare. The landfill gas well data submitted with the request shows up to 80% methane at certain wells and much of the system collecting ambient levels of oxygen instead of landfill gas. In addition, the perimeter monitoring wells offsite are showing high levels of methane. The group discussed the possibility of offsite landfill gas migration. The Berkeley LEA was aware of high methane readings at the offsite probes and in the past had been told this was due to decomposition of organic matter from the bay mud rather than landfill gas migration but did not have any evidence that testing proved this. A follow up meeting with the Berkeley Landfill/SCS Engineers will be scheduled to address this question and the state of the gas collection system.

California Air Pollution Control Officers Association (CAPCOA)

On October 24, 2022, staff chaired the meeting of the Engineering Managers and TARMAC Committee. At the meeting the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA) provided regulatory and program updates, air districts discussed AB 617 implementation updates, new Best Available Control Technology (BACT) determinations and unique permitting activities. On October 25, 2022 and October 26, 2022, staff participated in the CAPCOA Engineering and Toxics Symposium. Engineering's Danny Nip made a presentation on our district's review of two permit applications for Refinery Alternative Fuels Projects. Other presentations included: CARB's Criteria and Toxics Reporting Regulation and Assembly Bill 2588

implementation, diesel engine BACT determinations, ethylene oxide sterilizers, EPA updates, and CARB's BACT/BARCT (Best Available Retrofit Control Technology) Clearinghouse.

National Association of Clean Air Agencies (NACAA)

On October 12, 2022, staff attended the monthly meeting of the NACAA Permitting and New Source Review committee. At the meeting, Lilian Sotolongo Dorka, EPA Assistant Deputy Administrator for External Civil Rights, presented and discussed EPA's recently released "Interim Environmental Justice and Civil Rights in Permitting: Frequently Asked Questions" document. Staff attended the NACAA Hybrid Fall Membership Meeting on October 19, 2022, and October 20, 2022. At the meeting, Joseph Goffman, Principal Deputy Assistant Administrator of EPA discussed current regulatory activities at EPA. Presenters also discussed the changing climate and energy landscape; mobile sources, fuels, and other transportation-related air quality issues; forecasting wildfire smoke; NAAQS and other implementation issues; and coordinating environmental justice at EPA.

On November 9, 2022, staff participated in the monthly meetings of the NACAA Permitting & NSR Committee. At the meetings, EPA staff presented and discussed their proposed reconsideration of the fugitive emissions rule and plans to revise the Minor NSR permitting program. NACAA will seek comments from state and local air agencies and will be providing consolidated comments to EPA on the proposals. In particular, the plans to revise the Minor NSR permitting program could substantially impact the state and local staff resources by requiring additional public notices on minor permits.

On December 14, 2022, staff attended the monthly meeting of the NACAA Permitting and NSR Committee, where EPA updated attendees on its New Source Review Reactivation Policy update. NACAA discussed developing draft comments on the proposed EPA Reconsideration of Fugitive Emissions Rule and its planning for the upcoming NACAA Title V Fees Survey. Also, NACAA provided an update on its Minor New Source Review workgroup, which will be engaging with EPA on its proposed changes to the federal regulations on minor new source review permitting. This workgroup includes representatives from 23 state and local agencies including the Air District.

Annual California Emission Inventory Development And Reporting System (CEIDARS) and AB 2588 Air Toxic Hot Spots Program Reports

Several years ago, the annual Air Toxic Hot Spots reporting requirements were merged into the annual CEIDARS Report. For the 2021 CEIDARS Report, Engineering staff provided Assessment, Inventory and Modeling Division with health risk assessment (HRA) data for 200 new high priority facilities. This HRA data reduced the Air Toxic Hot Spots Program fees that the Air District will owe CARB from an initial estimate of about \$774,000 to \$561,000, which is about \$57,000 less than the Air Toxic Hot Spots Program fees paid to CARB last year.

Schnitzer Steel (Oakland, CA)

Schnitzer Steel applied for a variance from the Air District's Hearing Board to allow an exceedance of a permit condition limiting the facility to twenty-six ship-calls per calendar year. On November 8, 2022, the Hearing Board approved a short-term variance from this permit condition that allows Schnitzer up to six additional ship calls through the end of this year.

Schnitzer Steel has also applied for a permit condition change to allow additional ship-calls on a long-term basis. The Air District is working with a CEQA consultant, Environmental Audit, on the environmental review for this project.

EPA Section 105 Grant

In December, staff submitted the Air District's EPA 105 Grant Year-End Report for fiscal year 2022.

Cost Recovery and Containment Policy

On November 23, 2022, staff presented proposed amendments to the Cost Recovery and Containment Study to the Budget and Finance Committee. The outcome recommends the amended policy be presented to the Board of Directors for adoption. The current policy was adopted in 2012. The key amendment changes the cost recovery goal from 85% to 100% for fee-based activity.

Training – Root Causes of Conflict

Staff attended two (2) half day sessions to learn about conflict, conflict transformation, management, and resolution, including skills and knowledge sharing, active listening exercises, and methods to reduce conflict and increase trust. Segments also covered the connections between historic racial segregation and current day environmental injustices based on unfair government practices.

Rule Development and Implementation

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

Activities for the Regulation 11, Rule 18 Program include the following:

- AB&I Foundry shut down all operations in October 2022. This facility has been removed from the list of sites requiring a facility-wide HRA.
- Owens Corning Insulation Systems shut down all operations in December 2022. This facility has been removed from the list of sites requiring a facility-wide HRA.
- Staff are preparing responses to comments on the preliminary HRA for Chemtrade West in Richmond.
- Staff updated the toxic emissions inventory for Chevron Refinery and are conducting internal quality assurance checks.
- Staff preparing Dispute Resolution Panel guidance and procedure documents.

Status as of December 31, 2022 for the Phase I facilities

HRA Review Stage	Number of Facilities
Validating Inventory and HRA Input Data	12
Preparing Preliminary HRA	14
On 90-Day Facility Review	0
Preparing Draft HRA	4
On 45-Day Public Comment	0
Preparing Final HRA	2
Final HRA Complete	0

Assembly Bill 617 (AB 617)

Staff continued to collaborate with the other Air District divisions on the technical assessment, emissions/exposure reduction strategy development, and source apportionment related to the development of the AB 617 Community Emission Reduction Plan (CERP) for the Richmond, North Richmond, San Pablo area and the East Oakland area.

Staff met weekly with CARB and other air districts on preparing responses to frequently asked questions (FAQs) on permitting in communities statewide. The FAQs completed so far, were posted on CARB's website as part of their Technology Clearinghouse. The workgroup is now working on drafting responses to the final round of the FAQs. Staff also met bi-weekly with CARB and other air districts regarding BACT/BARCT matters related to CARB's Technology Clearinghouse, which is required by AB 617.

Assembly Bill 617 – Richmond/San Pablo Fuel Refining Sector Ad Hoc Committee

On October 5, 2022, staff participated in a meeting of this ad hoc committee of the community steering committee to discuss strategies and actions to reduce emissions and exposures from the fuel refining sector in the Richmond/San Pablo area.

Assembly Bill 617 – East Oakland

On October 11, 2022, staff met with Communities for a Better Environment staff regarding the Engineering Division's role in the potential strategies to be considered for the East Oakland community emissions reductions plan.

**LEGAL DIVISION
A. CROCKETT, LEGAL COUNSEL**

The District Counsel's Office received 115 violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 51 violations reflected in NOVs. In addition, Zero Final 30 Day Letter(s) was/were sent regarding civil penalties for Zero violation(s). Finally, settlement negotiations resulted in collection of \$97,850 in civil penalties for 76 NOVs. *Two (2) NOVs were settled by passing the Wood Smoke Awareness Course with \$0.*

Counsel in the District Counsel's Office initiated settlement discussions regarding civil penalties for six (6) violation(s). Settlement negotiations by counsel resulted in collection of \$336,650 in civil penalties for 64 violation(s).

**COMMUNICATIONS AND PUBLIC INFORMATION DIVISION
K. ROSELIUS, OFFICER**

Media Inquiries

Staff responded to 67 media inquiries, including requests about:

- AB&I
- Air District personnel
- Air filters
- Air quality
- Air quality near gun ranges
- Air quality summary data
- Asbestos
- Bayview air quality

- C&H Notices of Violation
- C&H Sugar
- Clean Air Centers program
- Climate
- COP27
- Covid lockdown air quality
- Gun ranges
- MRC flaring
- October Notices of Violation
- PBF refinery
- PBF refinery violation notices
- Personnel issue
- PM_{2.5} data
- Richmond development
- Richmond-San Pablo bridge bike path
- Santa Clara Valley air quality
- SB 1137 (Bans oil operations three thousand feet away from schools, homes and hospitals.)
- South Bay air quality
- Spare the Air
- Tesoro settlement
- Vehicle Buy Back
- Wildfire smoke
- Wildfires
- Wildfires and school air filtration
- WOEIP's work with Aclima

Press Releases

- 12/25/2022 [Spare the Air Alert extended through Monday due to wood smoke pollution](#)
- 12/22/2022 [Spare the Air Alert issued for Thursday through Christmas Day due to wood smoke pollution](#)
- 12/21/2022 [Air District Board confirms Dr. Philip Fine as new executive officer](#)
- 12/19/2022 [Spare the Air Alert extended through Tuesday due to wood smoke pollution](#)
- 12/18/2022 [Spare the Air Alert issued for Monday due to wood smoke pollution](#)
- 12/13/2022 [Air District fines Tesoro Refining & Marketing Company](#)
- 11/28/2022 [Air District offers \\$1200 to scrap old cars through the Vehicle Buy Back Program](#)
- 11/24/2022 [Spare the Air Alert issued for Friday due to wood smoke pollution](#)
- 11/22/2022 [Air District asks public to not burn wood over Thanksgiving holiday](#)
- 11/15/2022 [Air District's Charge! program helps fund electric vehicle charging stations](#)
- 11/10/2022 [Air District receives U.S. EPA grant for community air monitoring in East Oakland](#)
- 11/09/2022 [Air District to represent Bay Area at COP27](#)
- 11/03/2022 [Air District's Climate Tech Finance program makes one stop shop for electric vehicles a reality](#)

Media Highlights

The Air District was mentioned in 314 print/online stories and 180 radio/video clips from October 2022 through December 2022. Below are media coverage highlights:

- 12/30/2022 [New air district executive](#)
- 12/28/2022 [Letter: No fires during Spare the Air alerts](#)
- 12/27/2022 [Silicon Valley cement plant could shut down for good](#)
- 12/26/2022 [Spare the air alert extended through Monday](#)
- 12/25/2022 [It's the time of year for fireplaces, dangerous smoke](#)
- 12/25/2022 ['Spare the Air' alert issued Monday in Berkeley](#)
- 12/25/2022 [Spare the Air alert extended as unhealthy wood smoke hangs over Bay Area](#)
- 12/19/2022 [Spare the Air Alert: Wood Fire Ban Now Extended Through Tuesday](#)
- 12/19/2022 [Spare the Air Alert, wood burning ban extended through Tuesday](#)
- 12/19/2022 [Wood smoke pollution prompt extension of Spare the Air Alert, wood burning ban into Tuesday](#)
- 12/19/2022 [Spare the Air Alert Extended Through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Bay Area Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Air pollution alert in place, covers western Solano](#)
- 12/19/2022 [Wood-Burning Banned In Bay Area Under 2-Day Spare The Air Alert](#)
- 12/19/2022 [Spare The Air Alert, Wood Burning Ban Extended Through Tuesday](#)
- 12/19/2022 [Spare The Air Alert, Wood Burning Ban Extended Through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Amid dense fog, Spare the Air alert extended through Tuesday](#)
- 12/19/2022 [Spare the Air Alert, wood burning ban extended through Tuesday](#)
- 12/19/2022 [Why it looks so gross outside in the SF Bay Area today](#)
- 12/19/2022 [Wood Fires Banned As Spare The Air Alert Extended Through Tuesday](#)
- 12/19/2022 [Bay Area Spare the Air alert extended to Tuesday, with wood fires banned](#)
- 12/18/2022 ['Spare the Air' alert in Berkeley extended through Tuesday](#)
- 12/18/2022 [Spare the Air Alert issued for Bay Area Monday](#)
- 12/18/2022 [Wood smoke pollution concerns prompt Spare the Air Alert for Monday](#)
- 12/18/2022 [Spare the Air alert issued for Monday throughout Bay Area](#)
- 12/18/2022 [Wood smoke prompts Bay Area Spare the Air alert for Monday](#)
- 12/18/2022 [Spare The Air Alert Issued For Monday Dec.19 In The Bay Area](#)
- 12/18/2022 [Spare the Air alert issued for Monday throughout Bay Area](#)
- 12/18/2022 [Spare the Air alert issued for Monday throughout Bay Area](#)
- 12/18/2022 [What's Going On With Air Quality in San Francisco?](#)
- 12/18/2022 [Spare the Air alert issued for the Bay Area on Monday](#)
- 12/15/2022 [Letters: Refineries' monitoring](#)
- 12/14/2022 [Contra Costa recommends independent investigation into Martinez Refining Co. incident](#)
- 12/13/2022 [Tesoro Fined \\$1.5M For Violations At Martinez Refinery: Air District](#)
- 12/13/2022 [Air District Announces Fine Of Nearly \\$1.5M For Refinery Air Quality Violations](#)
- 12/13/2022 [Air District fines Tesoro \\$1.47M for Martinez refinery emissions violations](#)
- 12/12/2022 [Clean energy startup Raven SR could launch first waste-to-hydrogen facility in East Bay](#)

12/10/2022 [Dramatic Flaring and Smoke Plumes at Martinez Oil Refinery Alarm Community](#)

12/10/2022 [Air District releases incident report on ‘flaring’ at Martinez refinery](#)

12/06/2022 [Senior Official at Bay Area Air District on Leave Over Alleged Racist, Sexist Incident](#)

12/04/2022 [Bay Area Air District Offers Cash To Scrap Old Cars](#)

12/02/2022 [Bay Area air district offering buy-back program for older, high-polluting vehicles](#)

12/02/2022 [Clean Cars for All Offers Incentives to Get Rid of Gas-Powered Vehicles](#)

11/30/2022 [Is your vehicle exhausted? Air quality district wants to buy that old polluting pile of junk](#)

11/30/2022 [Bay Area air district offering buy-back program for older, high-polluting vehicles](#)

11/30/2022 [Martinez Officials Say Refinery Didn't Notify Them Of Chemical Release](#)

11/30/2022 [‘Plant upset’ at Martinez refinery leaves a sprinkle of heavy metals across the area](#)

11/30/2022 [Powder found near Martinez refinery contains abnormal amounts of metal: officials](#)

11/30/2022 [Officials: Martinez refinery released heavy metals over Thanksgiving without notification](#)

11/30/2022 [Ash released from Martinez refinery contained unusual amounts of heavy metals, officials say](#)

11/30/2022 [Health officials: East Bay oil refinery did not notify them of Thanksgiving night hazardous materials leak](#)

11/29/2022 [White Dust In Martinez Is “Spent Catalyst,” Tests Confirm](#)

11/29/2022 [Bay Area air district offering buyback program for older, high-polluting vehicles](#)

11/29/2022 [Air district offers buyback incentives to get older cars off the road](#)

11/29/2022 [Bay Area to improve air quality, buy back old cars](#)

11/29/2022 [Bay Area air district offering buyback program for older, high-polluting vehicles](#)

11/28/2022 [Bay Area Air District Offering Buy-Back Program For Older, High-Polluting Vehicles](#)

11/28/2022 [Mysterious white ash coats neighborhoods near Martinez Refinery; health dept. investigating](#)

11/28/2022 [Healdsburg Clunkers Worth \\$1200 To Air District](#)

11/28/2022 [Union City Clunkers Worth \\$1200 To Air District](#)

11/28/2022 [Castro Valley Clunkers Worth \\$1200 To Air District](#)

11/28/2022 [Bay Area air district offering buybacks for polluting clunkers](#)

11/28/2022 [Air District offers \\$1,200 to scrap old cars to improve air quality](#)

11/28/2022 [Bay Area air district offers buy-back program for older, high polluting vehicles](#)

11/28/2022 [Air District offers \\$1,200 to buy back higher-polluting vehicles made before 1999](#)

11/27/2022 [Mysterious white powder found in neighborhoods near Martinez Refinery](#)

11/27/2022 [Air district announces \\$5M in grants available to build electric vehicle charging stations](#)

11/20/2022 [Is it safe? Treasure Island residents face health concerns from toxic dust](#)

11/20/2022 [Rebates Available for Electric Vehicle Purchases; Access to Charging Facilities Remains a Problem](#)

11/18/2022 [Richmond-San Rafael Bridge bike path enters final year of trial run](#)

11/16/2022 [Marin Voice: As gas-station bans grow, we must create, improve charging locations](#)

11/16/2022 [Electric Vehicle Charging Station Grants Offered By Air District](#)

11/16/2022 [Bay Area air district has grants available for EV charger installation](#)

11/16/2022 [Bay Area air district announces grants for electric vehicle charging stations](#)

11/16/2022 [Electric Vehicle Charging Grants Offered By Air District](#)

11/16/2022 [Air District Announces \\$5M In Grants Available To Build Electric Vehicle Charging Stations](#)

11/13/2022 [East Bay: Grant Will Fund Air Quality Sensors And Mobile Sampling Van](#)

- 11/13/2022 [Grant will fund air quality sensors and mobile sampling van in East Oakland](#)
- 11/13/2022 [Grant Will Fund Air Quality Sensors And Mobile Sampling Van](#)
- 11/07/2022 ['I wish Valero had stayed out of it': Oil giant pours thousands into City Council races in tiny Benicia](#)
- 11/04/2022 [Startup of the Month: EV Life](#)
- 11/02/2022 [How did the pandemic impact California's pollution levels?](#)
- 11/02/2022 [Richmond council seeks study on pollution impacts of I-580 congestion](#)
- 11/01/2022 [Second Round Of Mitigation Trust Funding Program Opens](#)
- 11/01/2022 [Prescribed burns planned at Wilder Ranch](#)
- 10/31/2022 ['Power of community': Berkeley Environmental Law Clinic represents environmental justice group in suit](#)
- 10/30/2022 [Smoky skies in the Bay Area: What's causing the haze and how long it'll last](#)
- 10/21/2022 ['EV Week' Event Shows Off Electric Vehicles as Consumers Consider New Incentives](#)
- 10/20/2022 [Smoke Visible In Napa, Sonoma Counties From Prescribed Burn](#)
- 10/20/2022 [Topography contributes to increased air pollution in East and South Bay valleys](#)
- 10/19/2022 [Prescribed burn planned Thursday at Jack London State Historic Park](#)
- 10/18/2022 [California wildfire smoke reverses 18 years of climate progress, study shows](#)
- 10/17/2022 [Health Advisory Lifted In Crockett](#)
- 10/17/2022 [County health department lifts advisory near Crockett wastewater treatment plant](#)
- 10/17/2022 [Crockett health advisory lifted after air readings no longer detect hydrogen sulfide](#)
- 10/17/2022 [Contra Costa County Officials Lift Health Advisory for Crockett](#)
- 10/17/2022 [Why San Jose air is worse than other cities](#)
- 10/17/2022 [County health department lifts advisory near Crockett wastewater treatment plant](#)
- 10/17/2022 [Marsh Fire Continues to Burn Underground in Contra Costa County](#)
- 10/16/2022 [Air quality monitored as East Bay peat fire, doused months ago, smolders again](#)
- 10/10/2022 [You can make sustainable maritime shipping choices](#)
- 10/10/2022 [Crockett residents advised to take precautions due to hydrogen sulfide in the air](#)
- 10/08/2022 [Officials: Residents near Crockett wastewater treatment plant exposed to unhealthy air](#)
- 10/07/2022 [Fairfax lumber yard submits plan to address noise, dust complaints](#)
- 10/07/2022 [Crockett Residents Urged to Take Precautions Due to High Levels of Hydrogen Sulfide](#)
- 10/07/2022 [Crockett residents told to take precautions after elevated levels of hydrogen sulfide are detected](#)
- 10/07/2022 [Toxic levels of hydrogen sulfide detected near East Bay wastewater treatment plant](#)
- 10/06/2022 [The Blue Angels are roaring over San Francisco. What is the cost to taxpayers and the environment?](#)
- 10/04/2022 [Oakland: Cannabis buildings mired in diesel-generator dispute are seized by lender](#)
- 10/03/2022 [Wildfire Smoke Is Hurting Pregnant People And Babies. Can California Cities Protect Them?](#)

Public Inquiries

Phone: 176 public calls

Events

- Transportation Fair in Santa Clara on October 1, 2022.
- Day on the Bay in Alviso on October 8, 2022.
- Walk and Roll to School in Napa on October 12, 2022.
- Diwali Festival of Lights in Fremont on October 15, 2022.
- Half Moon Bay Pumpkin Festival in Half Moon Bay on October 15, 2022 – October 16, 2022.
- Emergency Preparedness Day in Oakland on October 22, 2022.
- Dia De Los Muertos in Oakland on October 30, 2022.
- Viva Calle in San Jose on November 13, 2022.
- Christmas in the Park in San Jose on November 25, 2022 – January 23, 2023.
- Glowfari at the Oakland Zoo on November 11, 2022 – January 29, 2023.

Spare the Air

- Advertising
 - Approved media plan.
 - Finalized winter ad creative.
 - Organized data for the Summer 2022 Campaign.
 - Met to discuss new 2023 summer ad creatives.
- Media Relations
 - Outlined additions for community outreach canvassing program.
 - Conducted winter door-to-door canvassing outreach.
- Social Media
 - Developed creative assets and scheduled rounds of approved content to publish via Sprout Social.
 - Highlighted related organizations to follow on STA's Instagram to help grow awareness.
 - Boosted approved Instagram and Facebook posts for January.
- Employer Program
 - Identified company contacts for kickoff outreach campaign.
 - Completed website edits.
 - Finalized Best & Brightest sponsorship and assets.

Spare the Air Social Media

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

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

- Response sample:
 - [Twitter](#)

In this quarter, Spare the Air social media follower numbers increased to 13,235 (+42) on Facebook, decreased to 14,988 (-521) on Twitter, increased to 1,878 (+62) on Instagram, and remained at 300 (+0) on Pinterest.

Air District Social Media

- Staff continued to run social posts daily including:
 - Air quality forecasts: daily, two-day and five-day forecasts.
 - Shared:
 - Climate Tech webinar.
 - Clean Air Day messaging including actions to take and the organization pledge.
 - Charge Across Town EV events and test drives.
 - New Electric for All ad campaign.
 - SF Examiner article on smart EV charging.
 - Clean Air Center info from CARB.
 - SF Chronicle Total Transit Day.
 - Staff feature on Roman Berenshetyn.
 - CA ban on sale of natural gas heaters.
 - Transit Month and funded bike lockers.
 - CTF webinar.
 - Clean Air Day messaging.
 - First Clean Air Center in SF.
 - EPA's new Office of Environmental Justice and Civil Rights.
 - Launch of Spanish version of Fire & Smoke map.
 - National Drive Electric Week.
 - Clean School Bus rebates available.
 - James Cary Smith grantee.
 - Silicon Valley Bike Coalition event.
 - Clean Cars for All grantee posting his scrapped vehicle for new e-bike.
 - Crocket health advisory lifted.
 - Berkeley Lab climate change newsletter.
 - CAL Fire prescribed burn and California Smoke Spotter app.
 - Equipment funded by Strategic Incentives Division.
 - EPA work to address climate change.
 - Staff feature on Ray Gin.
 - Contra Costa County transit map.
 - DIY air filter video.
 - EV week recap from Charge Across Town.
 - Walk & Roll to School Day.
 - AB 617 community meetings.
 - Clean Cars for All program grantee.
 - Hydrogen sulfide emissions update at C&H.
 - Electric school buses for San Mateo Union High School District.
 - Clean Air Day bike ride.
 - Sources of annual fine particle pollution.
 - Air quality complaints video.

- Spotlight on PHEVs from Electric for All.
- Vehicle idling.
- Composting to reduce methane emissions.
- Clean Tech Finance partnership with Zevvy.
- Alternate uses for pumpkins after Halloween.
- NY Times article on emissions from gas appliances in California.
- MCE's EV rebate program.
- Clean Cars for All grantee spotlight.
- CARB funds for zero emissions lawn mowers.
- Wood smoke pollution.
- Community for a Better Environment.
- Brightline air quality workshop.
- COP27.
- Ride and Drive Clean presentation.
- Electric vehicles & carbon footprint.
- EPA's Clean School Bus program.
- COP27 live stream.
- Content from the climate conference including interviews, Youth Pavilion and Climate Clock.
- Charge! Program.
- California's climate plan.
- MRC flaring investigation.
- Vehicle Buy Back program.
- Cyber Monday air quality implications.
- Clean transportation educational dinner in Bay Point.
- Electrification messaging from Switch Is On.
- Brightline's community workshop on submitting comments to the Board.
- Fishing boat engine funded through the Carl Moyer Program.
- Wood smoke and heating alternatives.
- Charge! program grant funding in Richmond.
- Illuminate SF.
- Spare the Air Alert.
- Holiday waste prevention.
- Switch Is On campaign.
- FARMER project demonstration.
- Effects of burning wrapping paper.
- Air quality data sources explainer.
- CHARGE program.
- Air Monitoring in Richmond-North Richmond, San Pablo.
- Tesoro fines.
- EPA air sensor guidebook.
- MRC flaring and incident report.
- Updates on health risks from flaring from Contra Costa Health Services.
- Strategic Incentives Division funding announcement for heavy-duty diesel equipment.
- Air pollution complaint video #2.
- New Healthy Homes Initiative web page.
- Spare the Air winter wood smoke commercial.
- News articles on offshore wind power and solar panels over parking lots.
- Sustainable holiday tips.

- Appointment of Dr. Philip M. Fine as Executive Officer.
- Protecting Blue Whales and Blue Skies initiative.
- Transit Twitter Besties highlight from the SF Chronicle.
- NWS update.
- Holiday waste prevention tips.
- Appointment of Dr. Philip M. Fine as Executive Officer.
- Spare the Air Alert.
- Wood smoke information.
- Request for public to not burn wood during the holidays.
- Recycling wrapping paper instead of burning it.
- Air District's FARMER demo project in CA Climate Investments newsletter.
- New EPA heavy duty trucks rule.
- Switch Is On electric cooktop messaging.

In this quarter, Air District social media follower numbers increased to 5,452 (+111) on Facebook, decreased to 21,223 (-773) on Twitter, increased to 2,525 (+58) on Instagram, and increased to 2,909 (+75) on LinkedIn.

Other

- Video
 - Transcribed Steering Committee video on YouTube.
 - Completed Air Quality Complaints video series.
 - Completed COP27 highlights video.
 - Edited wintertime air quality video.
- Staff Development
 - Staff attended Digital Marketing Intensive Online Course October 12, 2022 – October 21, 2022 and November 30, 2022 – December 9, 2022.
- Web Updates
 - E-blasts
 - Board Meeting October 5, 2022 Agenda Highlights – October 3, 2022.
 - Multiple Grants programs reopening – October 4, 2022.
 - Proposed PM_{2.5} Methodology Report – October 4, 2022.
 - CEHJ Committee Meeting October 6, 2022 Agenda Highlights – October 4, 2022.
 - TIO October 14, 2022 Agenda Highlights – October 12, 2022.
 - SSCI October 17, 2022 Agenda Highlights – October 13, 2022.
 - AB 617 Public Workshop Bay View October 17, 2022 Workshop – October 13, 2022.
 - Board October 19, 2022 meeting Agenda Highlights – October 17, 2022.
 - October 26, 2022 Board Meeting Agenda Highlights – October 24, 2022.
 - October 27, 2022 MSCI Meeting Agenda Highlights – October 25, 2022.
 - November 2, 2022 Board and Administrative Committee Agenda Highlights e-blasts – October 31, 2022.
 - Charge Program Webinar e-blast – November 2, 2022.
 - Charge Program – November 15, 2022.

- New Bay Area Healthy Homes Initiative webpage
 - Interactive Map posted; expecting content to come in and be laid out and edited for main page.
 - Interactive map approved and received content, working to build page, possible October 27, 2022 go-live.
- Vehicle Buy Back Program
 - Extensive updates staged to be posted upon review; preliminary meetings for full VBB site revamp.
 - Vehicle Buy Back page new structure – preview out and waiting for approval to post.
- Downloaded and forwarded Air Purifier brochure translation text.
- East Oakland meetings
 - Posted two upcoming meeting events.
- Ongoing daily monitoring of Current Air Quality Data site and posting of station flags when necessary.
- Ongoing Board page exec staff meeting updates.
- New web pages under various stages of ongoing development:
 - Environmental Justice.
 - Subscription Center.
 - Notices of Violation table.
 - CEQA Modeling data.
 - Logo Download page.
 - Permits table.
 - Vehicle Buy Back (revision).
 - New Bay Area Healthy Homes page.
 - Employee Spare the Air web pages (bringing in-site).
 - New Grants Infrastructure page.
- New CEQA Modeling data page
 - Received content and have finalized table, working to build page.
- Employee Spare the Air web pages
 - Bringing external site in-house and adding to Spare the Air website.
 - Work continuing on review, layout and structure.
- Press release translations posted.
- Charge Program page
 - Posted program rollout changes for November 5, 2022.
- Refinery Flare Management Plans
 - Posted for 30-day comment.
- Updated Spare the Air virtual booth page Kids Activity Book.
- Roll out of Single Sign-On procedures (using Microsoft login) for all Sitecore users/web editors/previewers.
- CEQA Guidelines page to receive updates soon from Planning to prepare for full guideline posting.
- Spare the Air Text Alerts
 - Checking Twilio service for errors and updating web team.

- Graphic Design
 - Air Purifiers flyer edits/translations in progress.
 - Vehicle Buy Back flyer in progress.
 - Community Advisory Council logo in progress.
 - Refinery map complete.
 - Henry’s caricature with printer.
 - Spare the Air Activity Book delivered January 3, 2023.
- Publications
 - Air Currents published November 1, 2022.
 - Coordinating next online newsletter feature with League of Women Voters.
- Annual Report
 - Collecting photos.
 - Finalizing content.
 - Planning videos.
 - Awaiting Round three (3) digital/Round four (4) print designs.

PLANNING AND CLIMATE PROTECTION DIVISION
A. YOUNG, ACTING DIRECTOR

Climate Protection

Staff attended the 27th Conference of the Parties (COP27) to the United Nations Framework Convention on Climate Change in Sharm el-Sheikh, Egypt. In addition to attending many panels, workshops, interactive events and information exchanges, staff presented on the Bay Area Healthy Homes Initiative on an Air District-sponsored panel titled, Local Climate Action at the Intersection of Public Health and Equity. Staff supported Board Chair Bauters and Board Vice Chair Hurt in preparing for and attending COP 27.

Staff convened a “Meet and Greet” virtual event for the Air District’s Implementation Working Group (IWG) on Proposed Amendments to Rules 9-4 and 9-6. The purpose of the event was to allow members to meet each other and start relationship-building, learn about the rules, and set expectations for participation in the IWG, should the Board adopt the rule amendments in 2023. Twenty-four IWG members attended the meeting, representing community organizations, industry and labor groups, state and local agencies, and other stakeholders. Staff presented to a group of community organizations convened by Emerald Cities to provide information on the proposed amendments to Rules 9-4 and 9-6 and the Implementation Working Group.

Staff launched new pages on the Air District’s website for the [Bay Area Healthy Homes Initiative](#) (BAHHI). The BAHHI program integrates multiple services to reduce exposure to air pollution and other asthma triggers while also reducing fossil fuel combustion in homes. The new web pages target the public at large, providing basic information and the ability for potential program participants to register for the program.

Staff reviewed and provided technical feedback to Napa County staff on the Draft Napa County Regional 2019 Community Greenhouse Gas Inventory, an effort that is funded by the Air District. Staff attended monthly meetings of San Mateo County’s Regionally Integrated Climate Action Planning Suite (RICAPS), which brings together local planners, sustainability staff, and non-profits

from the County. Staff convened monthly meetings with the community choice energy programs Marin Clean Energy and Silicon Valley Clean Energy to coordinate programmatic work.

Staff submitted a comment letter to the California Air Resources Board (CARB) on CARB's Final 2022 Scoping Plan. Staff tracked progress on and attended a CARB workshop on changes to the Oil and Gas Methane Regulation that defines Health Protection Zones around oil and gas operations. Staff attended regular meetings of the AB 32 Environmental Justice Advisory Committee.

Staff attended monthly meetings of the CAPCOA Planning Managers' Committee and the National Association of Clean Air Agencies (NACAA) Global Warming Committee. Staff participated in multiple agency-wide efforts, including the Cultural Advisory Team, the Equity Resource Team, the Anti-Bullying Policy Team and the Distributed Work Policy Task Force.

CivicSpark Fellow Claire Thomas began an 11-month Fellowship with the Climate Team, supporting the Team's Local Government Assistance Program. Claire's work will focus on developing a framework to integrate equity into the Team's sector-specific work (e.g., building decarbonization, diesel free transportation), and local climate action planning efforts. CivicSpark is a fellowship program administered by CivicWell (formerly the Local Government Commission).

CEQA and Local Government Support

During the fourth quarter of 2022, staff continued to share information, spur action, and support local governments addressing disproportionate air pollution exposures through CEQA, local land use planning, and policy implementation. Staff reviewed six California Environmental Quality Act (CEQA) projects and commented on the following four projects: City of San Francisco – San Francisco International Airport Shoreline Protection Program Draft Environmental Impact Report, City of San Jose Graniterock Capitol Site Modernization Plan Draft Environmental Impact Report, City of Pittsburg Bay Walk Mixed-Use Project Notice of Preparation, and Department of Water Resources Delta Conveyance Project Draft Environmental Impact Report. Staff responded to 19 Stationary Source Information Requests to support CEQA lead agencies complete comprehensive and accurate health risk assessments and responded to variety of requests for technical assistance, including a member of the public on CEQA requirements for general aviation airport projects, the state Attorney General's Office on construction best management practices, and a member of the public on the health risk analysis of the Sargent Ranch Quarry Project located in southern Santa Clara County.

Staff continue working on updating the CEQA Guidelines and rolling out the new climate impact thresholds of significance. Staff published "[pre-release](#)" guidance on developing community-scale climate action plans that are aligned with the State CEQA Guidelines and that meet the Air District's updated plan-level Thresholds of Significance for Climate Impacts. Staff finalized a new appendix describing how to use CalEEMod for Bay Area CEQA projects and a new chapter on centering Environmental Justice, equity and health principals in CEQA analysis. Staff worked with Assessment, Inventory and Modeling staff to update the CEQA on-road truck mitigation recommendation and with Sacramento Metropolitan Air Quality Management District to finalize a searchable mitigation measure database to be used statewide. Staff launched a partnership with the California Air Pollution Control Officers' Association (CAPCOA) to add a searchable mitigation measures database to the suite of tools that CAPCOA offers to CEQA practitioners.

Staff engaged with San Francisco Planning staff regarding the Air District's environmental justice policy library, met with the Greenlining Institute to discuss best practices for connecting environmental justice policies with co-beneficial resiliency and climate action goals, developed a set of draft policy recommendations for the City of Oakland's General Plan environmental justice element, and presented on SB1000, health equity, and green infrastructure projects underway in Oakland to a UC-Berkeley City Planning and Sustainability Class. Staff presented on the Air District's 2022 CEQA Thresholds of Significance for Climate Impacts at the Continuing Legal Education (CLE) statewide conference in San Francisco, "CEQA: New Developments and Practice Challenges for 2022."

Community Health Protection (AB 617) and Community Based Solutions

Staff continued to support communities in identifying and implementing solutions to address local health disparities and climate impacts through planning, partnerships, technical support, and information sharing.

Staff working with West Oakland continued to plan and hold regular weekly meetings with the West Oakland Community Action Plan (WOCAP) Co-leads, West Oakland Environmental Indicators Project (WOEIP), and continued to plan and attend monthly meetings of the Community Steering Committee (CSC). The CSC heard WOCAP implementation updates from the Sustainable Port Collaborative, the Oakland General Plan Update, and the City of Oakland's Residential Building Electrification program. The CSC reviewed and provided comments on the WOCAP's draft community engagement plan and WOEIP's new strategy tracking tool. Staff presented the WOCAP Annual Report to the Community, Equity, Health & Justice Committee in partnership with WOEIP staff.

Staff working with the Path to Clean Air (PTCA) Richmond-North Richmond-San Pablo effort continued to plan and hold regular bi-weekly meetings with the Community Steering Committee co-chairs, biweekly meetings with a Problems to Solutions Ad Hoc committee, monthly Community Steering Committee meetings, monthly briefings with Director Gioia, monthly meetings with Air District executive management, and bi-weekly meetings with the Interdivisional Internal Path team. Staff continued working on a regular and ongoing basis with members of the CSC to research and draft strategies and actions to address key issues within six concern areas: fuel refining, odors and smells, mobile sources, marine and rail, commercial and industrial, and health. The CSC heard presentations and participated in discussions on CERP key issues and strategies on all six concern areas in small group discussions.

Staff working with East Oakland continued to plan and attend weekly meetings with the Co-leads, Communities for a Better Environment (CBE) and the facilitation consultant Just Cities and monthly meetings of the CSC. The CSC heard presentations and participated in discussions outlining the CERP timeline and process, community agreements and decision-making, and the history of environmental justice in East Oakland. The CSC elected two CSC Co-chairs and began work on their charter.

Staff working on Bayview Hunters Point (BVHP) coordinated with the community co-leads to present their Community Emission Reduction Plan self-nomination to the Community, Equity, Health, and Justice Committee and to the Board of Directors. Staff worked with the community co-leads to organize a public AB 617 workshop and participate in the CARB statewide AB 617 recommendations workshop.

Staff continue to meet with staff from CARB on regular basis to discuss project specific questions and requests for assistance from staff and steering committee members, and with CARB staff on a monthly basis with other Air District Division staff to discuss overall coordination topics.

Regional and Statewide Air Quality Planning and Policy

Staff continued working on local, regional and statewide air quality planning activities and continued to facilitate collaboration with internal and external partners. Staff completed a draft white paper describing the planning requirements for addressing and attaining a lower PM NAAQS. Staff developed and launched an inter-Divisional workgroup to coordinate NAAQS planning activities across the agency, met with EPA and CARB staff to discuss the potential PM NAAQS revision, and began meeting with executive staff on a bi-weekly basis. Staff helped prepare and present information to the Board of Directors on the expected PM NAAQS revision and worked with Communications staff to develop APCO talking points and a press release in advance of the EPA announcement.

Staff worked with Strategic Incentives Division staff to prepare and submit a comment letter to CARB on the proposed Advanced Clean Fleets Rule, attended an EPA briefing on release of a final rule for NOx emissions standards for MY 2027+ engines for heavy duty trucks, and met with Caltrans and City of Oakland staff to coordinate next steps on the I-580 Truck Access Study. Staff attended two Metropolitan Transportation Commission (MTC) Transportation Air Quality Conformity Task Force meetings. Staff attended a Port of Oakland Executive Management meeting regarding the Port's Zero Emissions program, the Port of Oakland's 2020 and Beyond Technical Working Group Monthly Meeting, and an EPA Listening Session on the Port Funding program authorized under the Inflation Reduction Act of 2022. Staff attended the Blue Whales/Blue Skies Coordination meeting.

ASSESSMENT, INVENTORY, AND MODELING P. MARTIEN, DIRECTOR

Emissions and Community Exposure Assessment

Under Assembly Bill (AB) 617 community assessment work, staff participated in internal discussion meetings and started review of the emissions reduction strategies for the Richmond-North Richmond-San Pablo (R-NR-SP) community to support the Community Emissions Reduction Plan (CERP) development; staff also met with the Engineering Division staff to discuss the evaluation and sharing of the Chevron Refinery emissions inventory. For the East Oakland community, staff created multiple reference boundaries and met with CARB staff to confirm boundary options for the community modeling assessment. For the Bayview/Hunters Point community, staff compiled link-level emissions estimation and modeling results for all roadways in the community.

Staff worked with MTC staff to host two training sessions for using the new Data & Insights data management and sharing platform. Staff supported the Meteorology and Measurement Division staff to retrieve the mobile monitoring van from the UC Berkeley research team.

Under the District's California Environmental Quality Act (CEQA) work, staff completed additional review and edits for the modeling guidance document; staff completed a disclaimer and methodology memo to be used as companion documentation for the rail and roadway sources impact dataset; staff also participated in meetings with the Ascent Environmental Consulting and the

Planning and Climate Protection Division staff to discuss fugitive dust mitigation measures from construction activities.

Under emissions reporting work to meet the reporting requirement under the California Emission Inventory Development and Reporting System (CEIDARS) and the new statewide Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR), staff completed and delivered the reporting year 2021 data package; staff also collaborated with the Engineering staff to complete the air toxics fee estimates under the AB 2588 Hot Spots Program. Staff completed the draft summary report and methodology documentation for the Bay Area base year emissions inventory. Staff also completed and delivered a summary of the Bay Area emissions inventory by major source sectors for the 2022 Air District Annual Report.

Staff attended two webinars hosted by CARB: one for the updated requirements under the statewide CTR regulation and the other for the 2022 Edition of California's 2000-2020 Greenhouse Gas Emissions Inventory. Staff attended the 2022 AGU (American Geophysical Union) Fall Meeting remotely, with a focus on emissions detection, estimation, and remote sensing topics. Staff also attended internal training on using the Production System to support future testing and improvement of the permitted source emissions data management.

Air Quality Modeling and Analysis

AB 617

Significant staff time continued to be spent on AB 617 activities in the fourth quarter. Staff prepared materials and attended meetings for the Richmond-North Richmond-San Pablo (R-NR-SP) AB 617 Path to Clean Air (PTCA) community committee and the PTCA fuel refining subcommittee. Staff prepared and revised emissions summaries and forecasts, internal requests for information to nominate a new AB 617 community, and exposure estimates for R-NR-SP.

- Staff prepared slides on updated emissions forecasts for the Richmond-North Richmond-San Pablo (R-NR-SP) AB 617 community and presented the slides at the September 30, 2022, Internal Path to Clean Air meeting.
- Staff reviewed presentation materials for a meeting of the Ad Hoc committee on fuel refining strategies for the R-NR-SP community and participated in the committee meeting on October 5, 2022.
- Staff participated in a meeting of the fuel refining subcommittee of the PTCA steering committee on November 2, 2022.
- Staff worked on emissions forecasts for the PTCA AB 617 community.
- Staff prepared additional summaries of process-level emissions at the Chevron Refinery for the PTCA fuel refining subcommittee.
- Staff revised and expanded summaries of process-level emissions at the Chevron Refinery for the PTCA fuel refining subcommittee and participated in the November 28 Steering Committee meeting for the PTCA community.
- Staff responded to data requests from the Planning section to support an AB 617 nomination package for the Bayview-Hunters Point community.
- Staff worked on neighborhood-scale exposure estimates for the PTCA AB 617 community.
- Staff sent CARB the latest version of the planning inventory for the West Oakland AB 617 community and responded to questions on the data.

Natural Gas Appliance Rules

Staff provided supplemental technical information for draft amendments to natural gas appliance rules, Rules 9-4 and 9-6.

- Staff reviewed new commercial and residential natural gas combustion (NGC) emissions estimates for the Bay Area developed by the E&CEA section and prepared the emissions for use in CMAQ modeling simulations.
- Staff set up and initiated new annual CMAQ simulations to assess impacts of the revised NGC emissions and prepared gridded emission summaries.
- Staff edited the modeling report in support of draft amendments to Rules 9-4 and 9-6 to reflect new commercial and residential natural gas combustion emissions estimates for the Bay Area.
- Staff completed new base and zeroed-out case annual CMAQ simulations with the revised NGC emissions and quality assured the results.
- Staff prepared to conduct BenMAP runs on the CMAQ NGC base and control simulations.
- Staff helped prepare updated analyses for Rules 9-4 and 9-6 to ensure that emission reductions associated with the current versions of these rules were not included in benefits calculations. Staff prepared new tables and figures for the modeling report for this rulemaking effort to reflect the updated emissions estimates.

Increased electricity demand assessment

- To assess the impacts of increased electricity demand, staff conducted a new annual CMAQ simulation for a scenario where the Bay Area Energy Generating Combustion (EGU) emissions increased by 20%.
- Staff applied BenMAP to the new natural gas combustion CMAQ results to determine health impacts from total, primary and secondary PM_{2.5}. Staff summarized the BenMAP results for reporting purposes.
- Staff responded to the AIM director's inquiry about how to treat the delayed emission reductions in BenMAP and how it is related to discount rates considered within BenMAP.

Regional Modeling

CMAQ/InMAP: Staff continued to evaluate CMAQ model performance paying special attention to boundary conditions, especially during wintertime.

- Staff conducted a performance evaluation on the 2019 CAM-chem global model results using the measurement data at selected monitoring sites and worked on identifying potential improvements to CMAQ boundary conditions. The measurement data was PM_{2.5} and its components at Federal Reference Method (FRM) and speciation monitoring sites within California.
- Staff participated in meetings with contractor Ramboll on uncertainties in CMAQ PM_{2.5} results, including the impacts of PM boundary conditions on wintertime model overestimation biases.
- Staff reviewed Ramboll's report on CMAQ's wintertime simulation performance.
- Staff downloaded and began reviewing the model code and documentation of the latest released version of CMAQ.

InMAP: Staff continued the work of implementing the InMAP model for the San Francisco Bay Area

- Staff tested InMAP on the District cluster using a US national test case and a Bay Area test case and verified that the model produced concentration and health effect outcomes as expected.
- Staff discussed with the InMAP contractor additional testing with a comprehensive set of emissions and worked on processes for converting CMAQ model-ready emissions files into emissions inputs for InMAP.
- Staff identified and investigated a VOC mapping issue in preparing the InMAP chemistry input data and worked with the contractor to resolve the problem. Staff then proceeded to investigate the model's VOC simulation capabilities.

Emissions:

- Staff met with CARB on recent updates to spatial surrogate data for emissions modeling.

WRF: Staff continued evaluating the model and conducting production runs for photochemical and Gaussian modeling. Support work for the WRF evaluation and runs included assembling observational meteorological data for observation nudging and evaluating model results.

- Staff continued running and analyzing results of WRF sensitivity tests using different options for observational data assimilation. Staff ran WRF tests using Meteorological Assimilation Data Ingest System (MADIS) data sets from the National Centers for Environmental Prediction (NCEP) system.
- Staff reworked the methodology to download Integrated Surface Dataset (ISD) hourly meteorological observations from the National Centers for Environmental Information (NCEI) ftp pages instead of the now defunct National Climatic Data Center (NCDC) ftp site. Staff proceeded to download 2019 NCEI ISD data for the western US and locations in Canada and Mexico that border the western US for regional WRF runs using FDDA. Staff also downloaded, and began evaluating the potential use of, one-minute wind data from several Bay Area airports for the WRF evaluation.
- After making improvements to observation data processing, staff were able to evaluate the use of observational data from MADIS, NCEP, NCEI, and the District's own observed meteorological data. This led to staff designing an improved configuration for observation FDDA.
- Staff examined WRF-predicted cloud/fog water in the modeling domain.
- Staff prepared slides on the WRF modeling for the On-Road Mobile Sources Assessment presentation to be given at the October 27, 2022, AIM Division meeting.
- In preparation of the analysis of the accidental release of pollutants from the Martinez Refining Company refinery in November, staff conducted a WRF simulation from November 22, 2022 through November 30, 2022, to generate meteorological inputs for CALPUFF and AERMOD.

Ad Hoc Technical Activities

- Staff investigated sulfate formation from large SO₂ sources in the Bay Area and its impacts on secondary PM_{2.5}. Staff also met with Rule Development staff to discuss SO₂ impacts on secondary PM formation in the Bay Area.

- Staff evaluated road dust emissions in the District’s 2018 modeling inventory, comparing PM emissions to recent estimates prepared by the E&CEA section.
- Staff identified and plotted permitted sources in the Bayview Hunters Point on top of CMAQ-simulated cancer risk and PM_{2.5} concentration maps, prepared a spreadsheet of all identified sources, and shared the maps and the spreadsheet with David Ralston in Planning.
- Staff reviewed 2021 CEIDARS permitted source data provided by the E&CEA section and converted these data to SMOKE-ready format for use in modeling applications.

Meteorological data quality assurance, search, and evaluation work in support of Modeling and Analysis projects

- Staff searched for and evaluated local climate stations and airport weather stations, with at least 20-30 years of reliable precipitation data, to be used in determining monthly surface moisture conditions needed to process weather data from select BAAQMD and third-party sites for AERMOD modeling.
- Staff evaluated meteorological observation data and found abnormal records in third-party data stored in the District Data Management System (DMS).
- Staff investigated the availability of weather observations in the Bay Area from the National Centers for Environmental Information (NCEI) and compared sample NCEI data sets with those downloaded from the University Corporation for Atmospheric Research (UCAR) data archive system to determine if they were equivalent.
- Staff back-filled local airport ASOS weather data into DMS for missing periods in the database for the July 2022 – November 2022 period.

Residential Woodburning

- Staff helped develop questions for an upcoming winter survey on residential wood combustion and met with staff from True North to discuss the survey design and implementation.
- Staff worked on identifying census tracts to target in True North’s upcoming woodsmoke survey by using contractor Baseline Environmental’s gridded NetCDF emissions data and 2020 census data.
- Staff worked with True North to finalize questions and the study area for the upcoming winter woodsmoke survey. Staff refined woodsmoke emissions hotspot tracts and produced a map of these areas for True North.
- Staff reviewed final deliverables from Baseline Environmental for the woodsmoke emissions project, identified an issue with the code for generating hourly emissions profiles, and contacted Baseline about it. Staff updated the instructions for replicating Baseline’s emissions estimation processes and uploaded the latest code, data, and instructions to the H: drive and to the District’s GitHub site.
- In the continuing evaluation and replication work of Baseline’s woodsmoke emissions estimates staff identified key issues to focus their efforts.
 - Staff reviewed codes and data products, finally finishing the review of codes for all three wood burning parameters: emission factor, device population, and burning behaviors.
 - Staff were able to replicate the SMOKE data production part of the Baseline method and prepared instructions to run SMOKE for woodsmoke.

- Staff worked on understanding and evaluating the device population estimates and how they are related to the final woodsmoke emissions.
- Staff reviewed Baseline Environmental’s processes and data related to their estimates of device population distribution and woodburning behaviors.

Meetings/Classes/Training

- Staff helped prepare slides on fugitive dust impacts for the October Stationary Source and Climate Impacts (SSCI) board committee.
- Staff attended the Community Modeling and Analysis (CMAS) conference and gave a presentation on environmental justice efforts at the Air District.
- Staff presented the slides on WRF modeling for the On-Road Mobile Sources Assessment presentation at the AIM Division meeting on October 27, 2022.
- Staff attended the November 21, 2022 meeting of the Air District SSCI committee.
- Staff attended a 2-day CRC workshop on air quality research needs held at UC Davis.
- Staff participated in Part 2 of a training on the Socrata data platform hosted by the Metropolitan Transportation Commission.
- Staff participated in floor warden training for the Bay Area Metro Center.

Public Records Requests

- Staff responded to an inquiry from Public Records regarding a public records request for ArcGIS maps displaying cancer risk and PM_{2.5} concentrations from railway sources.
- Staff completed 16 Public Records Requests for meteorological data.

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

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

Status / Next Milestones:

- End of Public Comment Period – February 6, 2023
- Scheduled Board Hearing to consider adoption of proposed rule amendments – March 15, 2023

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

Staff presented initial rule development concepts to the Stationary Source and Climate Impacts Committee and public stakeholders in the spring of 2021. The Board and public both expressed general support for staff’s proposed concepts and emphasized the need for swift action in this space but also noted the importance of balancing complicating factors, such as equity and the availability

of funding mechanisms for incentives and subsidies. Staff met with a wide spectrum of stakeholders in the form of an external working group throughout the summer and fall of 2021 to receive input on rule development concepts.

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

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

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

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

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

Status/Next Milestones:

- Request for Comments / Draft Amendments - Q4 2022

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

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

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

Key Updates: Staff provided updates on rule development progress to the Stationary Source and Climate Impacts Committee on September 19, 2022. Staff is currently developing a workshop report for public release later this year.

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

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

Status / Next Milestones:

- Stationary Source and Climate Impacts Committee - Q1 2023

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

The heavy liquids study was finalized in April 2022, and is available here: https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022_final-pdf.pdf?la=en

Key Updates: Staff is in early stages of developing amendments to Rule 8-18 to incorporate the results of the heavy liquid study.

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

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

Status / Next Milestones:

- September 2022 CSC Meeting #18: Key Issue Category Breakout Room Discussions
 - The Community Steering Committee (CSC) went into breakout rooms to discuss two of the Six Key Issue categories in the Path the Clean Air (PTCA) study area: Mobile Sources (Vehicles and Trucks, Streets and Freeways, and Logistics and Warehouses) and Odors and Smells. Breakout rooms included a jamboard exercise where community reviewed and gave feedback on draft key issue statements and strategy ideas.
- October 2022 CSC Meeting #19: Key Issue Category Breakout Room Discussions
 - The October meeting covered key issue statements and strategy ideas for two more Key Issue categories: Public Health and Marine and Rail.
- November 2022 CSC Meeting #20: Key Issue Category Breakout Room Discussions
 - The November 28 meeting covered key issue statements and strategy ideas for the final two Key Issue categories: Commercial and Industrial Sources Near Community and Fuel Refining, Support Facilities, Distribution and Storage.

The next CSC Meeting is in January 2023.

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

- Participating in the cross-divisional Internal Path group (led by Planning and Community Engagement), which meets on an ad hoc basis.
- Participating in the cross-divisional Core Group (an internal group to strategize about the CERP development process), which meets weekly.
- Assisting in the planning and management of the Problems to Solutions Ad Hoc process.

Key Updates:

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

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

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

Amendments to Regulation 2: Permits (Rules 2-1 and 2-5):

Status / Next Milestones:

- ‘Permit Reform’ Phase II is on hold pending further direction from community and a methodology to more adequately account for the health impacts of localized exposure to fine particulate matter (PM_{2.5}).

Background: Staff developed proposed changes to the permitting rules to provide greater health protection from new and modified sources of air pollution, particularly in communities that are overburdened by air pollution and other public health stressors. In response to concerns from community advocates, staff met with community and public health advocacy organizations in the following areas to hear their feedback how to amend the permitting rules: the Carquinez Strait region (Vallejo and Rodeo), Suisun Bay region (Pittsburg), Eastern San Francisco (Bayview-Hunters Point), East Oakland, the South Bay region (Santa Clara County), the North Bay region, and the Tri-Valley region. Staff has incorporated feedback from advocacy organizations into the potential amendments to the permitting rules.

The Board of Directors adopted the proposed amendments and CEQA Negative Declaration at the December 15, 2021, Public Hearing. As committed in the Board resolution, staff will continue engagement with community stakeholders and wastewater operators on implementation of the adopted amendments and consideration of additional future amendments to the Permitting Regulations.

On February 9, 2022, the Air District received a letter from the Golden Gate University School of Law, who was writing on the behalf of frontline communities to address the matter of how to proceed with discussions on further amendments to the permitting regulations and additional environmental justice considerations in the permitting process. The letter prioritized a list of actions and requested that the Air District focus on the items that could be accomplished in the short term.

Staff presented a mid-year update on rule development activities, including further permitting rule amendment efforts, to the Stationary Source and Climate Impacts Committee on June 13, 2022.

Key Updates: None.

Visit this webpage for more information: <https://www.baaqmd.gov/reg-2-permits>.

Rule Development Source Prioritization Framework

Status / Next Milestones:

- On hold pending engagement with the Community Advisory Council (CAC).

Background: The Air District recognized that changes needed to be made to the rule development process to improve transparency with the Board of Directors, advocates, and the regulated community. Changes also need to be made to ensure a more predictable and regular rule development schedule.

In response to these needed changes, staff proposed several strategic actions at the Stationary Source and Climate Impacts Committee Meeting on June 21, 2021. These actions included developing detailed White Papers before initiating the rulemaking process and creating a more transparent process for prioritizing rulemaking efforts. At the October 18, 2021, Stationary Source and Climate Impacts Committee Meeting, staff presented further on the White Paper process, and discussed the developing of the Source Prioritization Framework to prioritize the long list of sources and rules currently identified as needing further research and/or development. This framework was born out of the multi-divisional work being done for the AB 617 Richmond-North Richmond-San Pablo CERP, and began with a list of prioritization factors, shown below, that will guide the selection of priorities. For deciding which factors are “key”, or weighted more heavily throughout the process, staff is proposing to lead with health, and to also place importance on meeting legal mandates and previous commitments.

Staff then presented the proposed Source Prioritization Framework at the November 4, 2021, Community Equity, and Health and Justice Committee Meeting. At this meeting, community advocates asked staff to bring this framework through a more thorough community process, and the Committee agreed. Earlier this year, staff developed a plan for more robust community engagement on the proposed Source Prioritization Framework. However, this plan was placed on hold so feedback can be given by the new APCO, once in place.

Staff presented a mid-year update on rule development activities, including the development of the Source Prioritization Framework, to the Stationary Source and Climate Impacts Committee on June 13, 2022.

Key Updates: None.

White Paper: Particulate Matter (PM) Reduction Efforts:

Status / Next Milestones:

- Update to SSCI Committee – November 2022
- Fugitive Dust PM emission reduction white paper – Q4 2022

Background:

Advisory Council: The Air District’s Advisory Council convened a conference series on undifferentiated particulate matter, with a focus on fine (PM_{<2.5}) particulate matter. This series included presentations and discussions among nationally recognized scientists, health professionals, industry, community members, and the Air District, identifying the most effective measures to further protect public health. The symposia highlighted this public health challenge, as well as information and tools to inform future policy decisions. The first symposium took place on October

28, 2019, and covered topics on particulate matter health effects and particulate matter exposure and risk. In February 2020, staff also participated in a Particulate Matter Community Summit held in Richmond, California. The Summit was co-organized by representatives from 350 Bay Area, 350 Marin, All Positives Possible, California Climate Health Now, New Voices Are Rising, the Sunflower Alliance, and Vallejo Citizen Air Monitoring Network, and highlighted Air District's efforts to better assess the impacts of particulate matter, current rule development efforts to reduce particulate matter emissions and exposure, and policy concepts for further addressing particulate matter and reducing the public's exposure. Approximately 30 people attended, sharing a meal in addition to expressing their concerns regarding particulate matter, its sources, and its health effects. Staff also presented information to the Advisory Council during a technical policy discussion in May 2020.

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

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

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

Staff is currently investigating ways to further reduce particulate matter emissions that are consistent with the Air District's authority under that California Health and Safety Code, including potential measures to further reduce emissions and public exposure from particulate matter sources, such as construction sites and concrete batch plants. A white paper will be published in Q4 2022 which will identify potential measures to update the Air District's rules and regulations to be more health protective.

Key Updates: Staff plans to present an update to the Stationary Source and Climate Impacts Committee on November 21, 2022. Staff will focus on presenting information on existing Air District programs addressing fugitive dust, the current white paper process to evaluate potential program improvements, and next steps.

Clean-Up Rule–Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities

Status / Next Milestones:

- Begin internal working group to discuss potential amendments.

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

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

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

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

Key Updates: None.

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

Community Engagement and Outreach Programs

AB 617 Community Health Protection Program

- Staff continue to meet with our co-leads (BVHP Community Advocates and MHCF) bi-weekly on Fridays to plan for the next steps following the designation of BHVP as a AB 617 site at the next CARB board meeting.
- Friday, December 16, 2022 – Staff met with Mr. Wong from the Community Youth Center and Arieann Harrison and Tonya Randell from the Marie Harrison Community Foundation to discuss the designation of Bay View Hunters Point as an AB 617 site and planning to set-up the Community Steering Committee.
- Tuesday, December 6, 2022 - Staff participated in the CARB workshop on the Fifth Annual Community Recommendations and Selection Process Meeting
- Wednesday, November 2, 2022 - Staff attended the Board meeting where the Co-Lead partners presented and recommended the Board ratify the nomination for a CERP.
- Thursday, October 27, 2022 – Staff participated in a community workshop about the recommendation for Bayview Hunters Point/ Southeastern San Francisco to start an AB 617 Community Emissions Reduction Plan process.

West Oakland AB 617

- Staff continue to meet with our West Oakland Co-Leads (WOEIP) on a weekly basis to discuss next steps for implementation of the Community Action Plan and design the coming month’s Steering Committee meeting.

- Wednesday, December 6, 2022 – Owing Our Air Steering Committee Meeting – West Oakland EIP announced a group of new staff members working with the organization and shared their roles with the Steering Committee. CERP implementation updates were shared related to the Oakland General Plan. Earth Justice representatives presented on the Sustainable Port Collaborative.
- Wednesday, October 5, 2022 – Steering Committee Meeting

Richmond/San Pablo AB 617

- Staff continue to meet bi-weekly with the Problems to Solutions Ad Hoc working group to discuss and brainstorm on the 6 community concerns being presented to the larger CSC at the November CSC meeting. These ad hoc teams also have multiple weekly meetings among the different key issue groups focused on the six different key issue chapters.
- Thursday, December 15, 2022 – The Path to Clean Air Problems to Solutions Ad Hoc met to discuss how to coordinate cross-cutting strategies and utilize the budget to support community engagement and technical support.
- Thursday, December 8, 2022, Co-Chair Meeting – Staff meet with the RSP co-chair to discuss upcoming projects including: timeline for the CERP, CEQA exemption, and January CSC topics.
- Thursday December 1, 2022, P2S Ad Hoc Meeting – Staff continue to meet bi-weekly with the Problems to Solutions Ad Hoc working group to discuss and brainstorm on the six (6) community concerns being presented to the larger CSC at the November CSC meeting. These ad hoc teams also have multiple weekly meetings among the different key issue groups focused on the six different key issue chapters.
- Tuesday, November 29, 2022 – RSP Odors and Smells Meeting with CSC Member Nancy Peace – Staff met with CSC member Nancy Peace to discuss draft strategy ideas for the odors and smells key issue.
- Monday, November 28, 2022 – RSP PTCA CSC Meeting – The Community Steering Committee recessed to provide an opportunity for ad-hoc small groups to provide input on draft key issue statements for the groups focused on Fuel Refining, Support Facilities, Storage, and Distribution, and Commercial and Industrial Sources Near Communities. The groups also asked for input or brainstorming on draft strategy ideas that will be incorporated into developing the first draft chapters for each of the key issue areas.
- The Air District had meetings with members of the Ad Hoc and Air District leaders in response to a letter of concern about strategies to address the fuel refining sector in the CERP process on Thursday, November 17, 2022.
- Thursday, October 27, 2022 – Final Monitoring Outreach Team (MOT) Meeting – The four members of the Monitoring Outreach Team met with District staff to discuss findings from the air toxics monitoring study conducted by the Air District’s mobile monitoring lab in the Richmond-North Richmond-San Pablo area, and strategies to share this information with the public.

East Oakland AB 617

- Staff continue to meet with CBE weekly on Wednesdays to plan for the next Steering Committee meeting and other East Oakland air quality issues, including commencing the leadership voting process and onboarding and strategy development.
- Thursday December 8, 2022 – Staff, along with Co-lead partner CBE, convened the East Oakland Community Steering Committee where members met to vote on their Co-Chair leadership.
- Thursday, October 13, 2022 – Steering Committee Meeting.

Community Grant Program

- Staff continue working with the current cohort of 33 James Cary Smith Community Grantees to answer questions, provide information, and share available resources.
- Wednesday, December 14, 2022 – Aneesh Rana, Community Engagement, and Jarrett Claiborne, Meteorology & Measurement, attended and presented at a career exploration webinar organized and hosted by JCS Grantee, TransForm, for teens at Lion Creek Crossings. The online seminar was an opportunity for the students to learn more about the Air District, get exposure to public service jobs, and hear about the presenters' personal career paths.
- Thursday, October 27, 2022 – Staff presented information about the Air District in Spanish at a community workshop in the Tenderloin neighborhood of San Francisco organized by James Cary Smith Community Grantee Brightline Defense Project. Staff discussed the Air District's history and mission, programs, and opportunities to engage with the agency.

Community Advisory Council

- Staff continue to meet weekly with the CAC Co-Chairs on Thursdays in preparation for the next CAC meeting.
- Monday December 12, 2022 – The Environmental Justice (EJ) Ad Hoc had its first meeting. During the first meeting, the Ad Hoc Committee elected its leadership Council Member Ruano Hernandez and Washington. The second meeting is yet to be determined. Members asked to review the EJ framework in preparation for the second meeting.
- Thursday, November 17, 2022 – The Community Advisory Council had its fifth meeting at 6 P.M. Staff are meeting on a weekly basis (Thursdays) with the Co-Chairs to prepare for the next CAC meeting which will take place on January 19, 2023.
- November 7, 2022, November 8, 2022, and November 10, 2022 – On these days, the CAC participated in a Civility Training.
- Wednesday, November 9, 2022 – Staff convened the CAC Governance Ad Hoc Committee.
- Monday, November 7, 2022 – Staff convened the CAC Workplan Ad Hoc Committee.
- Friday, October 14, 2022 – Staff met with the CAC Work Ad Hoc Committee to discuss and review the draft governance document.
- Wednesday, October 12, 2022 – Staff met with the CAC Governance Ad Hoc Committee to discuss and review the draft governance document.
- Thursday, October 6, 2022, and October 13, 2022 – Staff met with the CAC Co-Chairs to prepare for the November 17 CAC meeting, discuss the upcoming civility training, and to answer questions regarding the APCO interview panel and process.

Spare the Air Resource Teams

- Staff met with the contractor of Critical Impact Consulting to review potential sites for future teams, discuss Spare the Air Committee structure, and collaboration with AB617 CERP sites.

Home Air Filtration Program

- Staff continue working on the air filtration partnership with Regional Asthma Management and Prevention.
- Staff is receiving data from air filtration units received. Staff continues to take air filters orders. Staff will provide an update to Executive Staff on January 11, 2023.
- Wednesday, December 7, 2023 - Staff conducted an informational session for James Cary Smith grantees who are interested in participating in the Home Air Filtration Program by distributing air filters in their communities.

- Monday, November 14, 2022 – Staff attended the EPA’s “Schools as Cleaner Air & Cooling Centers: Pima County” Workshop.
- Tuesday, November 8, 2022 – Staff participated in a media call with California Newsroom
- Monday, October 24, 2022 – Staff co-presented with the Regional Asthma Management & Prevention to the partners in the California Asthma Mitigation Program about the new Board-approved funds for home air filtration and to get feedback about the program overall.
- Friday, October 14, 2022 - Staff met with Native American Health Center to discuss a potential partnership.
- Wednesday, October 12, 2022 - Staff met with Tiburcio Vasquez Health Center to discuss a potential partnership.
- Tuesday, October 4, 2022 – Staff met with West Contra Costa Unified School District to discuss potential partnership in the EPA Schools as Clean Air Centers pilot project.

Training

- Monday, November 7, 2022 – Training on conflict resolution and environmental justice.

Other

- Thursday, December 8, 2022 – US EPA Environmental Justice Grant Meeting / Asthma Mitigation – Staff met with partners from Contra Costa Health Services, La Clinica, LifeLong Medical, and the US EPA to discuss program coordination and updates on the EPA Environmental Justice grant awarded to conduct in-home assessments for asthma triggers with high-priority community members in Contra Costa County.

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

During the fourth quarter of 2022, the Office of Diversity, Equity, and Inclusion (Office) focused on five (5) functional areas; Board of Directors/Community Equity, Health, and Justice Committee Support, DEI Strategies/Activities, Human Resources/DE&I Strategies, Community Engagement/DE&I strategies, and Communications.

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

The Office supports the Community Equity, Health and Justice meetings in various ways including identifying and coordinating speaking opportunities for local and regional community environmental justice advocates and local leaders to present and share their community perspectives with the Committee. Specific subjects/topics vary based upon each community perspective member’s unique experience. The DE&I Office coordinates community perspectives speakers. Speakers in the fourth quarter included Community Advisory Council (CAC) member and co-chair Latasha Washington, CAC Councilmember William Goodwin, and Cindy Curiel, Clinical Research Coordinator at UC Berkeley’s presentation discussing grassroots youth-led emission data collection efforts.

At the Community Equity, Health, and Justice Committee meeting, the Office provided an update on equity efforts currently underway at the Air District. Efforts discussed included, but were not limited to, employee trainings, cultural awareness events and activities, and diversity, equity and inclusion related strategic partnerships with other agencies across California. Additionally, the Office shared a five-year staff demographic trend analysis report based upon gender and race/ethnicity.

DE&I Strategies/Activities

For the fourth quarter of 2022, the Office updated its demographic analysis report that includes all Air District employees by gender and race/ethnicity compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the data within the report:

*Bay Area - ACS

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

Air District

Ethnicity/Race - All Air District	
American Indian/Alaskan Native	1%
Asian	42%
Black or AA	8%
Hispanic or Latino	9%
Unknown or Other	2%
White	40%

*Bay Area - ACS

Gender	
F	50%
M	50%

Air District

Gender	
F	44%
M	56%

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

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

Throughout the quarter, the Office led biweekly Equity Resource Team meetings. The team consists of staff from across the agency. The meetings continued the discussion on the usage of the Racial Equity Toolkit. The team is utilizing a Project Management approach and developed a roadmap to factor in equity within the decision-making process for all programs at the agency, where applicable.

The Office participated in a panel discussion with the Equitable Workplace Institute and DE&I consultant, Craig B. Clayton. The discussion focused on the fiscal implications of derailing behaviors including acts of incivility, workplace bullying, micro-inequities, and broken dignity entitlements that have a measurable impact on organizations of all sizes. The discussion involved methods of calculating the fiscal impacts to an organization's bottom line.

The Office attended and provided support for the virtual workshop designed to provide updates about the Air District's Community Emission Reduction Plan efforts (per Assembly Bill 617) and the nomination of Bayview Hunters Point/Southeast San Francisco as the next community for this planning. The workshop was led by Sr. Deputy Executive Officer Eady and facilitated by Dr. David Ralston, Sr. Policy Advisor, Planning and Climate Protection.

The Office co-leads the monthly Statewide Diversity, Equity, and Inclusion group meeting consisting of DE&I representatives from air districts across CA and CARB. The purpose of the monthly meetings is:

- To increase understanding of statewide diversity, equity and inclusion issues and concerns relevant to air quality.
- To apply critical thinking approaches to DE&I problem solving and develop best practices.
- To develop standards of statewide DE&I goals and priorities, benchmarks, and indicators.

The Office worked with the Climate and Protection team on its drafted stipend plan for the Building Appliances Rules Implementation Working Group (IWG). Per the draft, the Air District looks to support a plan to make stipends available on an as-needed basis to IWG members. The stipend is intended for those who may not otherwise be compensated for their time.

The Office continued to meet with the Remote Work Taskforce to discuss updates regarding the remote work environment. Items discussed included ensuring equity is currently being applied across the agency regarding remote work. The team also worked uniformly to review the most recent iteration of the remote work policy and the proposed updates.

In honor of Native American Heritage Month in November, the Office hosted guest speaker George Galvis, Executive Director of Communities United for Restorative Youth Justice. Mr. Galvis discussed the plight of Indigenous communities and the requisite strategies that can be utilized to overcome the myriad issues/obstacles that Indigenous communities face. In addition, Mr. Galvis shared information about his recent speaking engagement at the COP27 Conference in Egypt.

The Office met with Sr. Deputy Executive Officer Eady, Community Engagement and Environmental Officer Peesapati and community members near Crockett, Rodeo and Vallejo to discuss Phillips 66, NuStar violations issued by the Air District for making renewable fuels without proper permits. In addition, community members shared their concerns regarding hydrogen sulfide emissions from Crockett that affected both Vallejo and Bayo Vista in Rodeo, the need for more air filters, and better methods to ensure community is informed in a timely matter on incidents that involve public health and safety.

The Office met with the Web/Information Services Team, Community Engagement, and the Legal team to discuss Title VI requirements and BAAQMD website updates needed as shared with the agency as part of a complainant agreement with the Environmental Protection Agency (EPA). The team is working to ensure we satisfy all applicable updates and deadline dates.

Community Engagement/DE&I Strategies

The Office led the Transparent and Equitable Funding (TEF) team discussion with the James Carey Smith Grant team and received an update on the best practices for creating equitable funding opportunities through a pilot. The TEF team is examining methods to transform mindsets and consider holistically approaches that create equitable outcomes. One of these practices includes assisting community members with grant writing skills and the proper tracking and reporting of received funding. This mindset shift, in which governments realize and embraces their leadership across their many roles, can serve as a catalyst for the success of the overall modernization and transformation efforts.

Human Resources/DE&I Strategies -

The Office partnered with the Cultural Advisory Team (CAT) and the HR leadership team to create a pilot for a formalized mentorship program for the Agency. There are numerous critical benefits to a mentorship program; mentorship programs strengthen:

- Employee retention and engagement,
- Workplace satisfaction and performance,
- Technical knowledge and skills,
- On-boarding processes; and
- The Air District's work culture

The Office guided the Cultural Advisory Team in its process to create a Master Services Agreement (MSA) with Pivotal Resources, Inc. for award of RFQ No. 2022-003 to support work culture and employee engagement activities. Through a Request for Qualifications (RFQ) process, the Air District sought to obtain the services of Pivotal Resources Inc. to support the Cultural Advisory Team with experience in:

- Crafting and conducting a survey or focus groups of staff to receive input on work culture,
- Evaluating work culture,
- Developing action plans that formalize actions/policies/programs to improve work culture, identify timelines for implementation, and metrics to measure success,
- Implementing actions/policies/programs to improve work culture, and
- Measuring the success of actions/policies/programs implemented.

DE&I Communications/Newsletter

The Office continued to provide educational and informational content on the Public Bulletin Board and within the Air District Employee Newsletter on a biweekly basis. Communication covered include a range of topics such as Breast Cancer Awareness Month, Domestic Violence Awareness Month, Native American Heritage Month, National Bullying Prevention Month, Diwali, Transgender Day of Remembrance, and a host of additional educational topics and information to build cultural awareness.

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

Key Performance Indicators for the period of October 1, 2022, through December 31, 2022.

<i>Project Activity</i>	<i>Qty.</i>	<i>Total Amount</i>
New Applications Evaluated	34	\$8,332,900.00
New Contracts Executed	20	\$8,529,618.00
Approved Changes to Projects (Contracts Amended)	32	\$129,900.00
Grantee Payments Processed	28	\$16,047,348.33

<i>Program Activity</i>	<i>Qty.</i>	<i>Description</i>
Funding Agency Disbursements: Requests Submitted to and Funds Received from	4	<ul style="list-style-type: none"> • \$2,545,387.21 / FARMER Year 4 submitted and received • \$20,162,557.72 / CAP Year 5 submitted • \$1,159,150.00 / CMP Year 23 State Reserve submitted • \$105,000.00 / ZE Ferry submitted

Reports	Submitted to CARB	8	<ul style="list-style-type: none"> • VW Light Duty Infrastructure Program: Quarterly Progress Report and Semi-Annual Fiscal Report • VW ZEFM Program: Quarterly Progress Report and Semi-Annual Fiscal Report • ZE Ferry Project – Quarterly Progress Report and Job Creation Data Report • FARMER Annual Report • CAP Yearly Report
	Submitted to EPA	1	Woodsmoke Reduction EPA Targeted Airshed Grant quarterly report

Key Program Updates, Accomplishments, and Milestones

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

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

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

On September 19, 2022, the Air District began accepting applications for Year 23 cycle on a first-come first-served basis. As of the end of this quarter, approximately \$80 million in funding is still available and consists of funding from new FYE 2023 revenues and remaining funds from prior year cycles.

In addition to general region-wide outreach, staff also conduct focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other highly impacted areas to maximize emissions reductions and benefits in the region’s most highly impacted communities. Staff also provide additional outreach to target projects that will deploy zero-emission equipment and infrastructure.

During this period, staff conducted grant program administrative activities that involve: evaluation of applications received, drafting contracts for recommended projects, inspecting existing (baseline) and new (funded) equipment, processing reimbursement requests for recently completed projects, submitting disbursement requests and progress reports to CARB, and participating in coordination meetings and educational/informational events. Staff also continued to monitor projects that are in the operational phase, take enforcement action for non-compliant projects, and close out projects that completed their contractual obligations.

- FARMER Year 5 grant award from CARB – On October 13, 2022, staff applied to CARB for FARMER Year 5 (FY 2022-23) funds. On November 2, 2022, the Board of Directors issued a resolution to authorize participation in the next cycle of the program. On December 14, 2022, CARB and the Air District executed agreement number G22-AGIP-01 in FARMER Year 5 funds totaling \$2,649,900, including \$2,484,281 for awards to projects and up to \$165,619 for administrative costs.
- CARB comment letter on updates to the Voucher Incentive Program (VIP) Guidelines and Carl Moyer Guidelines Chapter 10 Infrastructure – On November 1, 2022, staff prepared a comment letter in response to the proposed updates to the Moyer Guidelines relative the Voucher Incentive Program (VIP) that supports small fleet owners and Chapter 10, that delineates requirements for infrastructure projects. This letter expressed overall support for the proposed changes and requested CARB address concerns about proposed timelines and procedures for project evaluation of new projects and requested that CARB consider a process to allow air districts to extend deadlines to VIP projects that experience manufacturer delays.
- CMP Year 25 application submitted to CARB – On November 3, 2022, staff submitted an application to CARB requesting up to \$22 million in funding under CARB’s 2022-2023 funding cycle and committing 15% match funding from the Air District’s local funding source, Mobile Source Incentive Funds. On December 7, 2022, the Board of Directors issued a resolution to authorize participation in the program.
- CAP Incentives Year 6 grant award from CARB – On December 21, 2022, the Board of Directors issued a resolution to authorize participation in CAP Year 6 (FY 2022-2023). On December 27, 2022, CARB and the Air District executed agreement number G22-MCAP-02 for CAP Incentives Year 6 funds totaling \$34,893,160.16, including \$32,712,337.65 for awards to projects and up to \$2,180,822.51 for administrative costs.

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

Staff opened a solicitation for the Regional Fund on September 19, 2022, with over \$12 million available for eligible on-road projects including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. During this quarter, staff conducted grant program administrative activities that involve: evaluating applications received, drafting contracts for recommended projects, processing reimbursement requests for recently completed projects, coordinating with external auditors on the performance review of projects that were closed and paid out in the prior year, and participating in coordination meetings and educational/informational events. Staff also continued to monitor projects that are in the operational phase, take enforcement action for non-compliant projects, and close out projects that completed their contractual obligations.

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

Proposition 1B Goods Movement Program (GMP) – The GMP is a partnership between the CARB and local agencies that was created in 2008 that works to reduce diesel emissions and health risk from freight movement vehicles and equipment that operate along the California trade corridors by providing grants to vehicle and equipment owners for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and for the installation of shore power equipment. Grants are awarded through a competitive process whereby the Air District evaluates applications and generates a ranking list based on the state adopted guidelines, and CARB provides oversight and approval of recommended projects. During this quarter staff continued to contract off-road projects in the ranking lists approved by CARB, completed inspections, processed reimbursement requests, monitored projects that are in the operational phase, and closed out projects that have completed their contracted project life.

There is approximately \$1 million in remaining funds.

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

- \$10 million for the installation of new public light duty vehicle infrastructure (LDI), including electric and hydrogen fueling stations.
- \$70 million for the scrap and replacement of heavy-duty forklifts, airport ground support equipment, port cargo-handling equipment, engines of marine vessels, and the installation of shore power systems for ocean going vessels to be awarded in two installments through the Zero-Emission Freight and Marine (ZEFM) Program.
- LDI – Hydrogen-Fueling Stations – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million to five stations. Two of these stations will be located in the Bay Area and construction is anticipated to be completed in 2022. During this quarter, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- LDI – Electric Vehicle (EV) Stations - A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. In April 2022, staff issued a ranking list of the 100 highest-ranking eligible charging sites to California air districts for compliance review of local air quality regulations. Staff continue to monitor the existing projects.
- ZEFM Program – On September 29, 2022, staff opened a State-wide solicitation with up to \$25 million available to eligible off-road freight and marine equipment to scrap and replace with zero-emissions equipment. Staff evaluated and awarded eligible projects on a first-come, first-served basis, conducted inspections, and monitored previously awarded projects' progress. Staff also continued to work with CARB on updates to the program Implementation Manual and guidance, and recommendations for improving the administration and eligibility requirements for the VW ZEFM program.

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

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

During this period the Air District executed a Master Service Contract with an IT contractor to continue their work on updating the program’s grant management system. In addition, staff prepared proposed updates to the EPA-approved workplan and continued to develop program materials. Staff also attended monthly Residential Wood Smoke Working Group meetings hosted by EPA.

Other Highlights, Accomplishments, and Updates:

- Submitted comment letter on CARB amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) – Staff submitted a comment letter on the proposed amendments to the Off-Road Regulation. This letter provided support for the proposed changes, but expressed concerns with the short compliance window, lack of action on zero-emission off-road equipment, and the need to quickly update incentive Guidelines, 11/7.
- Staff chaired and participated in the California Air Pollution Control Officers Association (CAPCOA) Mobile Source & Grants Committee monthly meetings with representatives from other air districts and CARB, October 12, 2022, November 9, 2022, and December 14, 2022.
- Staff participated as a panelist on the AB617 Richmond-San Pablo Path to Clean Air Steering Committee meetings, October 17, 2022, and November 28, 2022.
- Staff presented to the Transit Finance Working Group – Approximately 60 attendees including managers and directors from Bay Area transit and public agencies on the Air District’s funding opportunities for zero-emission transit vehicles and supporting infrastructure, December 7, 2022.

Other Air District meetings, events, and outreach:

Topic	Event/ Outreach Type	SID Role	Date
True Zero Station Development Status Call with Investors	Meeting	Attended	10/4/22
AB 617 Richmond-San Pablo Path to Clean Air Steering Committee	Public Meeting	Panelist	10/17, 11/18/22
Proposed VIP Guidelines	Meeting	Hosted	10/18/22
AB 617 CBE East Oakland and SID Staff	Meeting	Hosted	11/16/22
Vehicle Buy Back Press Release	Press Release	Hosted	11/30/22
BAAQMD VW program meeting	Meeting	Hosted	12/13/22

Other external meetings and events attended:

Topic	Event/ Outreach Type	SID Role	Date
I-680 Corridor Partnership Meeting	Meeting	Attended	10/5/22
I-80 Corridor Partnership Meeting	Meeting	Attended	10/5/22
Government H2 Update	Monthly Meeting	Attended	10/6, 22 11/3, 22 12/8/22
CARB's Incentive Program Advisory Group - Proposed Moyer VIP & Ch10 guidelines	Meeting	Attended	10/12/22
Bay Area transit agency's zero-emission bus transition plan	Meeting	Attended	10/20/22
EPA Residential Wood Smoke Working Group	Monthly Meeting	Attended	10/25/22, 11/22/22
Special Meeting: CARB/CAPCOA VIP and Chapter 10 Infrastructure meeting	Meeting	Attended	10/26/22
Bay Area County Transportation Agencies Executive Roundtable	Meeting	Attended	10/28/22
Collaboration between CCAs and MTC on Vehicle Electrification	Meeting	Attended	11/1/22
2020 and Beyond Technical Work Group	Monthly Meeting/ Outreach	Presented /Attended	10/4, 11/1/ 12/8/22
Transit Finance Working Group	Meeting	Attended	11/2/22
CMP Grants - First Republic	Meeting/ Outreach	Attended	11/3/22
CALSTART Zero-Emission Drayage Coordination Group	Meeting	Attended	11/10/22
2020 and Beyond Technical Work Group-Yard Tractor Focus Group g	Meeting	Attended	11/15/22
True Zero Station Development Status Call with Investors	Meeting	Attended	11/29/22
NorCAL ZERO - Administration Meeting for the hydrogen drayage truck project	Meeting	Attended	11/30/22
CARB's Public Meeting to Discuss Proposed Revisions to the Carl Moyer Program for Lawn and Garden Equipment Replacement	Webinar	Attended	11/30/22
Public Work Group to Discuss the Clean Mobility Options Voucher Pilot Program	Webinar	Attended	12/8/22
VW Administrators Monthly Chat	Meeting	Attended	12/8/22
Public Work Group to Discuss Planning and Capacity Building, Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP)	Webinar	Attended	12/12/22
Inflation Reduction Act Clean Heavy-Duty Vehicle Listening Session	Webinar	Attended	12/13/22
Next Stop to Zero workshop series (Day two)	Webinar	Attended	12/14/22

EXTERNAL AFFAIRS
L. FASANO, OFFICER

EXTERNAL AFFAIRS GENERAL

- Staff coordinated with Communications Office to promote California Clean Air Day on the October 5, 2022, and encouraged staff to participate in local Clean Air Day events (October 2022).
 - A message went out to staff in the biweekly payroll newsletter.
 - Communications put out social media posts promoting Clean Air Day and encouraging the public to make a Clean Air Day pledge.
- Staff are currently in the process of developing a sponsorship policy for the Air District (November 2022 through December 2022).
 - Research is being done to collect sample sponsorship policies to review best practices in developing an Air District-wide sponsorship policy.
 - External Affairs staff compiled a spreadsheet with details on all Air District sponsorship agreements from 2021-2022. The spreadsheet includes information on what benefits the Air District receives, if in-person events are involved, where they take place, and the cost of each contract.
 - The spreadsheet of Air District sponsorships was presented at the Executive Council meeting.
- Staff are collecting edits and comments for the Air District's administrative code into a single document. Input was received from Meteorology and Measurement, Communications, Finance, Assessment Inventory and Modeling Division (AIM), Executive Office, Engineering, Technology Implementation Office (TIO), and My Air Online. When finalized the document will be reviewed and sent to the Legal Office. External Affairs and Legal will initiate an external legal review of the administration code updates (October 2022).
- In coordination with the Executive Office, the External Affairs staff researched venues for hybrid board meetings in the north and south bay (November through December 2022).

COMMUTER BENEFITS PROGRAM

- The External Affairs Office had a monthly recurring Commuter Benefits Program meeting (October 2022 through December 2022) with the MTC to discuss the following:
 - Enforcement – MTC will begin sending out a physical letter to verify the viability of employers researched and deemed active in the Air District's jurisdiction who have not updated their registration since 2014.
 - MTC Legal follow up – MTC will be meeting with their legal department to discuss anti-spam laws and email messaging as well as who MTC is at liberty to share CBP compliance data with.
 - Air District staff recommended looping in the Air District's legal division on this conversation.
 - Commuter Benefits Program Database QA/QC – A second WSP staffer with database experience will be brought in to help MTC perform QA/QC on data in the Commuter Benefits Program database.
 - Commuter Benefits Program Contractor Procurement – MTC staff will be sending a new scope of work and background information document for the Air District review before the next procurement meeting.
 - Staff coordinated with MTC on CBP support Scope of Work procurement process.
 - Updates on the Timeline – December 2022 Release.

- Staff discussed the duration of the Procurement and the length of the contract as it follows the One Bay Area Grant (OBAG) rules.
- Staff discussed legislative concepts with Alan Abbs regarding parking cash out and what kind of amendments the Air District could support (November 2022).
- Coordinated with Air District Legal team and Economist on requirements for implementing Consumer Price Index adjustments to Option 2 (November 2022).
- Coordinated with Metropolitan Transportation Commission on Scope of Work for the upcoming Commuter Benefits Program Request for Proposal (RFP) (October through November 2022).
- Staff met with Metropolitan Transportation Commission and Bay Area Rapid Transit (BART) on applicability of Commuter Benefits Program with BART BayPass pilot program (November through December 2022).
- Coordinating with Metropolitan Transportation Commission on updating Option 2 summary language to ensure consistency with Reg 14-1 (October through December 2022).
- On December 6, 2022, staff met with representatives from the San Francisco Bay Area Planning and Urban Research Association and Metropolitan Transportation Commission to discuss Parking Cash Out, including enforcement approaches (December 2022).
- Staff coordinated with Legislative Officer on data transfer with Franchise Tax Board, including possible state legislative efforts (December 2022).

FLEX YOUR COMMUTE PROGRAM

- Staff finalized and executed the Flex Your Commute professional services agreement (November 2022).
- Staff met with Tracy Keough, introduced the Air District team, and discussed the next steps (December 2022).
- Purchase order for Keough Consulting has been approved by Sharon Landers for the amount of \$250K for professional services (November 2022).
- Transportation Demand Management (TDM) working group provided an update to the City of San Jose who has just hired its first employee commute program coordinator (December 2022).
- Staff evaluating and developing contact list and networking opportunities for Bay Area commute coordinators (December 2022).

DISTRIBUTED WORK POLICY EFFORTS

- Met with Sharon Landers to review additional requested updates into the Distributed Workforce Policy. Final revisions and document clean up are being conducted before it is sent to the Remote Workplace Task Force for review and input (October through December 2022).

METEOROLOGY & MEASUREMENT DIVISION
R. CHIANG, DIRECTOR

Air Quality Forecasting

	# of Days	Dates
Spare the Air alerts called for ozone	0	
Spare the Air Alerts called for PM _{2.5}	8	11/25, 12/19, 12/20, 12/22 - 12/26
Exceedances of the national 8-hour ozone standard (70 ppb)	0	
Exceedances of the national 24-hour PM _{2.5} standard (35 µg/m ³)	3	12/22 - 12/24

On November 25, 2022, high pressure over northern California led to light winds and cold overnight temperatures (mid - 30's). On December 20, 2022, through December 26, 2022, high pressure over the Bay Area lead to cold overnight temperatures (30's), light winds, and periods of transport from the San Joaquin Valley into the Bay Area. As a result, exceedances of the 24 – hour PM_{2.5} standard were recorded on December 22, 2022, December 23, 2022, and December 24, 2022. Spare the Air alerts were declared on November 25, 2022, December 19, 2022, December 20, 2022, and December 22, 2022 – December 26, 2022.

Laboratory

The laboratory continues to operate on a rotation to limit the number of people indoors at the same time, performing support for critical ambient air monitoring programs including PM₁₀, PM_{2.5}, PM_{coarse}, SASS, toxics canisters, and aldehydes.

During the fourth quarter the laboratory has focused on cross-training, has continued method evaluation and revision, and has continued to modernize procedures amenable to digitalization.

Regulatory Air Monitoring

Twenty-nine air monitoring sites were operational during the second quarter 2022. Operations were adjusted to ensure staff safety and compliance with applicable county health directives pertaining to COVID-19 response. Despite having to adapt to the logistical challenges posed by the shelter-in-place directives, staff continued to meet quality objectives.

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

Berkeley Aquatic Park station was vandalized on October 1, 2021, and was offline until necessary repairs are complete. Electrical lines were replaced in January 2022 and employees continue to restore the damaged station equipment and safety infrastructure. Data restoration is under way to the District's databases.

Refinery Community Monitoring in Fenceline Communities - Electrical connections were installed and reviewed at the new station that has been secured for installing a new community air monitoring station in Benicia.

Community Monitoring

Staff performed upgrades and associated testing of the Air Monitoring Van in anticipation of East Oakland community monitoring under the ARP EPA grant. Documentation was updated based on lessons learned from Richmond/North Richmond/San Pablo Community Air Monitoring. Planning and acquisition of assets for a portable monitoring platform continued.

Performance Evaluation

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (27 monitoring stations, 83 parameters).

- o The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers). The PE Section, working with the C&E Division, developed a schedule so that six (6) TVAs are calibrated by our section each month.
- o Several auditing standards were transported to CARB for regularly scheduled certification.
- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H₂S) and sulfur dioxide (SO₂) gas-analyzers were conducted at Phillips 66 SFAR Refinery and Carbon Plant Shell (PBF), Refineries. All gas-analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- o The section is investigating NO_y instrument auditing at the Livermore/Portola Site.
- o Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.
- o The section is working with the C&E Division by conducting episodic air-sampling at the Crockett Sewage Treatment Plant. Our section has verified and documented several 3-minute, and 1-hour violations for H₂S. H₂S sampling is continuing into October. The section completed episodic air-sampling reports from the episodic monitoring events.
- o The supervisor submitted responses for the last EPA TSA PE Section Findings to the section manager and division QA Officer.
- o The section conducted ozone transfer standard performance comparisons with the Air-monitoring Section. The standards were very close in accuracy.
- o Mike Chan performed acting-manager and acting-supervisor duties; William Pochereva performed acting-supervisor duties during the month.
- o The section is investigating NO_y instrument auditing at the Air-Monitoring Section's Livermore/Portola Site.
- o The supervisor is consolidating and identifying stored equipment, categorizing essential and surplus items, in anticipation of the section's move to the new location on Lakeside Drive (HQ East).

Air Quality Analysis

Monitor Network Planning and Data Analysis

- Continue to coordinate with NACAA Monitoring Steering Committee and US EPA on planning air monitoring program improvements in response to the GAO report and EPA's IRA Request for Information.
- Refinery fenceline air monitoring plans (Rule 12-15):
 - o Continued to meet with technical representatives of the refineries to address deficiencies in the H₂S monitoring plans.
- Participate in the PM_{2.5} NAAQS Reconsideration Designations/SIP workgroup to assess expected status with respect to a revised NAAQS, including preliminary wildfire data analyses. Worked with Planning on a PM_{2.5} whitepaper on NAAQS revisions and next steps. Presented initial information about the NAAQS and monitoring data to the Board of Directors (December 21, 2022).

AB 617: Richmond-North Richmond-San Pablo Path to Clean Air

Monitoring Plan Implementation

- Held the final Monitoring Outreach Team (MOT) meeting to discuss findings and insights from the gas air toxics monitoring study and review public facing materials (October 27).
- Incorporated MOT feedback and finalized the interactive GIS StoryMap (and translations) for sharing findings and insights from the gas air toxics monitoring study with community. (Posted on the [Path to Clean Air Community Air Monitoring Plan website.](#))
- Continued final documentation of CAMP study design and monitoring methods.

Support the Community Emissions Reduction Plan (CERP) Development

- Continued to provide monitoring information and potential strategy ideas for the Fuel Refining and Commercial & Industrial Ad Hoc groups.

AB 617: East Oakland CERP Development

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

Technical Support to Bay Area Communities and Stakeholders

- Eastern SF / Bayview-Hunters Point
 - Participated in the BVHP EJ Task Force Meeting (November 16, 2022)
 - Facilitated Bay Air Center support for Greenaction sensor network.
 - Ongoing coordination with Greenaction staff technical support, including review of sensor network data.
 - Ongoing coordination with U.S. EPA on air monitoring oversight at the Shipyard Superfund site to provide comments on the format of providing monitoring data to the public with context.
- Belle Haven
 - Facilitated Bay Air Center support for Belle Haven (Councilwoman Taylor)
 - The Bay Air Center and District worked with San Mateo's Climate Resilient Communities representatives to provide a training workshop on air quality fundamentals and accessing and using air monitoring data for action to the Belle Haven, East Palo Alto, and North Fair Oaks Communities Program Climate Change Community Teams (November 7, 2022).
- East San Jose
 - Continued to meet with Latinos United for a New America (LUNA) to scope Bay Air Center support for their CARB Community Air Grant project on air quality and training development in preparation for future air monitoring.
- Worked with Community Advisory Committee co-chairs and Councilmember Ken Szutu to scope and deliver a presentation on community focused air monitoring and Aclima data (November 17, 2022).

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

- Worked with CARB's Monitoring and Laboratory Division to provide input for the next revision of the AB 617 Blueprint guidance.
- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for five (5) new and revised Asbestos Dust Monitoring Plans.

Source Test

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

STATISTICS			
<u>Administrative Services:</u>		<u>Compliance Assistance and Operations Program:</u>	
<u>Accounting/Purchasing/Comm.</u>		Asbestos Plans Received	1268
General Checks Issued	1391	Coating and other Petitions Evaluated	8
Purchase Orders Issued	653	Open Burn Notifications Received	705
Checks/Credit Cards Processed	4830	Prescribed Burn Plans Evaluated	25
Contracts Completed	94	Tank/Soil Removal Notifications Received	15
RFP/RFQ	3	Compliance Assistance Inquiries Received	52
		Green Business Reviews	1
<u>Executive Office:</u>		Refinery Flare Notifications	5
APCO'S Meetings Attended	325	NOA Plans Received	6
Board Meetings Held (including Budget Hearing and CAF)	5	NOA Plans Approved	3
Committee Meetings Held (including Richmond Area CERP)	19	NOA Inspections Conducted	41
Advisory Council Meetings Held (including CAC)	1	<u>Compliance Assurance Program:</u>	
Hearing Board Meetings Held	3	Industrial Inspections Conducted	789
New Variances Received	2	Gas Station Inspection Conducted	213
		Asbestos Inspections Conducted	204
<u>Information Systems:</u>		Open Burning Inspections Conducted	0
New Installation Completed	11	PERP Inspections Conducted	2
PC Upgrades Completed	13	PERP Inspections Requested	190
Service Calls Completed	756	BUGs Inspections Conducted (Airtable)	0
		Mobile Source Inspections	0
		Grant Inspections Conducted	78
<u>Human Resources:</u>			
Manager/Employee Consultation (Hrs.)	350	<u>Engineering Division:</u>	
Management Projects (Hrs.)	400	Annual Update Packages Completed	684
Employee/Benefit Transaction	600	New Applications Received	263
Training Sessions Conducted (Group)	3	Authorities to Construct Issued	131
Training Sessions Conducted (Individual)	8	Permits to Operate Issued (New and Modified)	205
Applications Processed	258	Permit Exemptions (Entire application deemed exempt)	2
Exams Conducted	10	New Facilities Added	114
New Hires	7	Registrations (New)	2
Promotions	10	Health Risk Assessments (HRA)	124
Separations	12		
Safety/Wellness Administration	150	<u>Communications and Public Information:</u>	
		Responses to Media Inquires	67
<u>Facility/Vehicle:</u>		Events Staffed with Air District Booth	10
Request for Facility Service	65		
Vehicle Request(s)	23	<u>Community Engagement:</u>	
Vehicle Maintenance/Service/Repair(s)	47/0/0	Presentations Made	5
		Visitors	0
		Air District Tours	0
		Community Meetings Attended	32

STATISTICS (continued)			
Compliance and Enforcement Division:		4th Quarter 2022 Agricultural Burn Days	
Enforcement Program		Oct. – Dec. Permissive Burn Days-North	64
Violations Resulting in Notices of Violations	191	Oct. – Dec. No-Burn Days-North	28
Violations Resulting in Notice to Comply	0	Oct. – Dec. Permissive Burn Days-South	64
New Hearing Board Cases Reviewed	3	Oct. – Dec. No-Burn Days-South	28
Reportable Compliance Activity Investigated	241	Oct. – Dec. Permissive Burn Days-Coastal	63
General Complaints Investigated	801	Oct. – Dec. No Burn Days-Coastal	29
Wood Smoke Complaints Received	882		
Mobile Source Violations	0	Laboratory	
		Analyses Performed	1491
		Inter-Laboratory Analyses	0
Meteorology Measurements & Rules:			
4th Quarter 2022 Ambient Air Monitoring			
Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	3	Technical Library	
Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0	Titles Indexed/Cataloged	
Days Exceeding State 24-Hour PM ₁₀ Std.	0	Periodicals Received/Routed	
Days Exceeding the Nat'l 8-Hour Ozone Std.	0	Reportable Compliance Activity Investigated	
Days Exceeding the State 1-Hour Ozone Std.	0	Source Test	
Days Exceeding the State 8-Hour Ozone Std.	0	Cargo Tank Tests Performed	0
		Total Source Tests	37
Ozone Totals, Year to Date 2022		Pending Source Tests	0
Days Exceeding State 1-Hour Ozone Std.	5	Further Evaluation Notices Recommended	13
Days Exceeding Nat'l 8-Hour Ozone Std.	3	Contractor Source Tests Reviewed	3,549
Days Exceeding State 8-Hour Ozone Std.	6	Outside Test Observed	23
		Further Evaluation Notices Recommended After Review	16
Particulate Totals, Year to Date 2022		Contractor Source Test Protocols Reviewed	42
Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	3	Contractor Source Tests invalidated	76
Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0		
Days Exceeding State 24-Hour PM ₁₀ Std.	0	Continuous Emissions Monitoring (CEM)	
		Indicated Excesses Emission Reports Evaluated	49
Ground Level Monitoring (GLM)		Monthly CEM Reports Reviewed	102
Oct. – Dec. Ground Level Monitoring SO ₂ Excess Reports	0	Indicated Excess from CEM	43
Oct. – Dec. Ground Level Monitoring H ₂ S Excess Reports	0	Field Accuracy Tests Performed	6

**These facilities have received one or more Notices of Violations
Report period: October 1, 2022 – December 31, 2022**

Alameda County

Status Date	Site #	Site Name	City	Regulation Title
11/29/2022	FB407	Esmeyer John A Esmeyer Alicia G	Castro Valley	Mandatory Burn Ban
10/11/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/17/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/14/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/14/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/7/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/14/2022	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/14/2022	B7206	Spectrum Lithograph	Fremont	Failure to Meet Permit Conditions
10/6/2022	B2630	MAAS Brothers Inc	Livermore	Misc Metal Surface Prep and Coating Limits
10/13/2022	A0153	PABCO Gypsum	Newark	No Authority to Construct
10/25/2022	A1190	Safety-Kleen of California, Inc	Newark	Failure to Meet Permit Conditions
10/12/2022	Z9297	Shell	Oakland	GDF Phase I Equipment Not Maintained
10/12/2022	FB280	Prowell Systems LLC	Oakland	No Authority to Construct
10/12/2022	FB280	Prowell Systems LLC	Oakland	No Permit to Operate
10/18/2022	FB275	Market St Shell #135692	Oakland	GDF Phase I Requirements
10/18/2022	FB275	Market St Shell #135692	Oakland	Failure to Meet Permit Conditions
11/16/2022	E2474	Argent Materials Inc	Oakland	Failure to Meet Permit Conditions
11/16/2022	E2474	Argent Materials Inc	Oakland	PM Prohibition of Trackout Monitoring & Recordkeeping
11/25/2022	FB408	Malone Malachi Malone Josette	Oakland	Mandatory Burn Ban
11/29/2022	E0905	S E Combined Services of California	Oakland	Failure to Meet Permit Conditions
12/1/2022	FB403	Oakwest LLC	Oakland	No Authority to Construct
12/1/2022	FB403	Oakwest LLC	Oakland	No Permit to Operate
12/1/2022	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
12/1/2022	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
12/1/2022	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
12/12/2022	FB403	Oakwest LLC	Oakland	Standards for New Stationary Sources
12/12/2022	FB403	Oakwest LLC	Oakland	Standards for New Stationary Sources
12/13/2022	E0905	S E Combined Services of California	Oakland	Failure to Meet Permit Conditions
12/16/2022	FA369	Sierra Condos	Oakland	No Authority to Construct
12/16/2022	FA369	Sierra Condos	Oakland	No Permit to Operate
12/16/2022	FA369	Sierra Condos	Oakland	Best Available Control Technology Requirement
11/8/2022	FB331	California Dept of Forestry	Pleasanton	Failure to Meet Permit Conditions
10/13/2022	A3256	Turk Island Solid Waste Disposal Site	Union City	Excessive Visible Emissions
12/2/2022	A9455	American Licorice Company	Union City	Failure to Meet Permit Conditions

Contra Costa County

Status Date	Site #	Site Name	City	Regulation Title
10/5/2022	A1472	G3 Minerals, Byron Plant	Byron	Failure to Meet Permit Conditions
10/5/2022	A1472	G3 Minerals, Byron Plant	Byron	Failure to Meet Permit Conditions
10/25/2022	A1753	John Muir Health - Concord Campus	Concord	Failure to Meet Permit Conditions
10/25/2022	A1753	John Muir Health - Concord Campus	Concord	Failure to Meet Permit Conditions
10/25/2022	A1753	John Muir Health - Concord Campus	Concord	Failure to Meet Permit Conditions
10/4/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/5/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/5/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/6/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/11/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/11/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/11/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/11/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/12/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/14/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
10/18/2022	B1911	C & H Sugar Company, Inc	Crockett	Public Nuisance
11/22/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Limitations on Hydrogen Sulfide
11/22/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Limitations on Hydrogen Sulfide
11/22/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Limitations on Hydrogen Sulfide
11/22/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Limitations on Hydrogen Sulfide
11/22/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Limitations on Hydrogen Sulfide
12/14/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	No Authority to Construct
12/14/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	No Permit to Operate
12/14/2022	FB371	Philip F. Meads Water Treatment Facility	Crockett	Non-Compliance; Major Facility Review
11/9/2022	A0011	Martinez Refining Company LLC	Martinez	Emission Limitations for Sulfur Recovery Plants
12/13/2022	A0011	Martinez Refining Company LLC	Martinez	Excessive Visible Emissions
12/13/2022	A0011	Martinez Refining Company LLC	Martinez	Public Nuisance

These facilities have received one or more Notices of Violations
Report period: October 1, 2022 – December 31, 2022
(continued)

Contra Costa County

Status	Date	Site #	Site Name	City	Regulation Title
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/22/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	12/27/2022	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
	10/5/2022	FB245	MFD	Moraga	Demolition, Renovation, and Removal Requirement
	10/5/2022	FB245	MFD	Moraga	Asbestos Containing Waste Disposal
	10/17/2022	B5476	Saint Mary's College of California	Moraga	Failure to Meet Permit Conditions
	10/20/2022	Z4253	Value Plumbing	Oakley	Failure to Meet Permit Conditions
	12/13/2022	Z5214	Kirby Pinole	Pinole	GDF Phase I Requirements
	10/25/2022	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Failure to Meet Permit Conditions
	11/17/2022	Z4465	Pittsburg Shell	Pittsburg	GDF Phase I Equipment Not Maintained
	11/23/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	11/29/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	11/29/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	11/29/2022	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
	12/6/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	12/6/2022	A4618	Keller Canyon Landfill Company	Pittsburg	No Permit to Operate
	12/12/2022	A0227	Shell Catalysts & Technologies	Pittsburg	Parametric Monitoring and Recordkeeping Procedures
	12/12/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	12/12/2022	A4618	Keller Canyon Landfill Company	Pittsburg	Non-Compliance; Major Facility Review
	10/5/2022	A0057	Richmond Products Terminal	Richmond	Failure to Meet Permit Conditions
	10/5/2022	A0057	Richmond Products Terminal	Richmond	Failure to Meet Permit Conditions
	10/7/2022	A0010	Chevron Products Company	Richmond	Parametric Monitoring and Recordkeeping Procedures
	10/7/2022	A0010	Chevron Products Company	Richmond	Parametric Monitoring and Recordkeeping Procedures
	10/7/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Alternative Inspection Schedule
	10/7/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Inspection Requirements
	10/7/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Inspection Requirements
	10/7/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Inspection Requirements
	10/7/2022	A0010	Chevron Products Company	Richmond	No Authority to Construct
	10/7/2022	A0010	Chevron Products Company	Richmond	No Permit to Operate
	10/17/2022	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
	10/17/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Valves and PRD Inspection Requirements
	10/17/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Annual Inspection Requirements
	10/17/2022	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
	10/17/2022	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
	10/17/2022	A0010	Chevron Products Company	Richmond	Inorganic Gaseous Pollutant Monitoring
	10/17/2022	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
	11/2/2022	A0010	Chevron Products Company	Richmond	Organic Compounds Inspection Reports Requirements
	12/8/2022	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
	12/8/2022	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
	12/22/2022	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
	12/27/2022	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
	11/4/2022	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
	11/10/2022	B7419	Air Liquide Large Industries US LP	Rodeo	Continuous Emission Monitoring and Recordkeeping
	11/10/2022	B7419	Air Liquide Large Industries US LP	Rodeo	Continuous Emission Monitoring and Recordkeeping
	12/1/2022	A0022	Phillips 66 Carbon Plant	Rodeo	Non-Compliance; Major Facility Review
	11/17/2022	FB368	Great Gas	San Pablo	GDF Phase II Requirements
	11/17/2022	FB368	Great Gas	San Pablo	GDF Phase I Requirements
	12/7/2022	FB368	Great Gas	San Pablo	Failure to Meet Permit Conditions
	12/7/2022	FB368	Great Gas	San Pablo	GDF Record Keeping Requirements
	11/8/2022	FB325	San Ramon Fire Station #30	San Ramon	Failure to Meet Permit Conditions
	11/8/2022	Z4769	San Ramon Valley USD	San Ramon	Failure to Meet Permit Conditions

These facilities have received one or more Notices of Violations
Report period: October 1, 2022 – December 31, 2022
(continued)

Marin County

Status	Date	Site #	Site Name	City	Regulation Title
	11/7/2022	FB324	Skylark Apartments	Larkspur	Demolition, Renovation, and Removal Requirement
	11/10/2022	FB384	Skylark Apartments	Larkspur	Waste Disposal Procedures
	11/10/2022	FB384	Skylark Apartments	Larkspur	Demolition, Renovation, and Removal Requirement
	11/10/2022	FB384	Skylark Apartments	Larkspur	Asbestos; On-Site Representative
	10/7/2022	Z7036	San Rafael Chevron GDF	San Rafael	GDF Phase II Equipment Not Maintained
	10/7/2022	Z7036	San Rafael Chevron GDF	San Rafael	GDF Phase I Requirements

Napa County

Status	Date	Site #	Site Name	City	Regulation Title
	12/29/2022	Z8766	Quantum Limit Vinyards	Napa	Open Burning; Prohibition of Fires

San Francisco County

Status	Date	Site #	Site Name	City	Regulation Title
	10/31/2022	Z2349	NKM Quickserve	San Francisco	Failure to Meet Permit Conditions
	11/17/2022	A3175	Pacific Gas and Electric Company	San Francisco	GDF Operating Practices
	12/1/2022	A0568	San Francisco South East Treatment Plant	San Francisco	Failure to Meet Permit Conditions
	12/1/2022	B1187	California Highway Patrol	San Francisco	No Permit to Operate

San Mateo County

Status	Date	Site #	Site Name	City	Regulation Title
	11/10/2022	A5897	Spirit HD Colma CA, LP	Colma	No Permit to Operate
	11/22/2022	A1364	Cypress Amlac Land Co , Inc	Colma	Landfill Emission Control System Requirement
	12/7/2022	A1533	Sewer Authority Mid-Coastside	Half Moon Bay	Failure to Meet Permit Conditions
	12/6/2022	A4106	City of Millbrae Wastewater Treatment Plant	Millbrae	No Authority to Construct
	12/6/2022	A4106	City of Millbrae Wastewater Treatment Plant	Millbrae	No Permit to Operate
	11/15/2022	B2652	CEMEX Construction Materials Pacific, LLC	Redwood City	Failure to Meet Permit Conditions
	11/23/2022	A1784	San Francisco International Airport	San Francisco	Non-Compliance; Major Facility Review
	11/22/2022	FB370	COM	S. San Francisco	Asbestos; Written Plan or Notification

Santa Clara County

Status	Date	Site #	Site Name	City	Regulation Title
	10/14/2022	FB249	Pruneyard Shell	Campbell	GDF Operating Practices
	11/8/2022	FB328	SFD	Campbell	Asbestos; Containment Requirement
	11/3/2022	A0017	Lehigh Southwest Cement Company	Cupertino	Non-Compliance; Major Facility Review
	11/3/2022	A0017	Lehigh Southwest Cement Company	Cupertino	Non-Compliance; Major Facility Review
	11/3/2022	A0017	Lehigh Southwest Cement Company	Cupertino	Failure to Meet Permit Conditions
	10/12/2022	FB269	SFD	Los Altos	Asbestos; Scheduling of Demolition Activities
	10/14/2022	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
	10/14/2022	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
	10/14/2022	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
	10/27/2022	A7409	Star Concrete	San Jose	Failure to Meet Permit Conditions
	11/3/2022	FB338	Capital - Snell 76	San Jose	Failure to Meet Permit Conditions
	11/30/2022	E2346	Auris Health	San Jose	Failure to Meet Permit Conditions
	12/5/2022	FB405	COM	San Jose	Asbestos; Written Plan or Notification
	12/7/2022	E4717	Alzeta Corporation	San Jose	Failure to Meet Permit Conditions
	12/7/2022	Z6059	Chevron	San Jose	GDF Phase II Requirements
	10/18/2022	FB276	SFD	Santa Clara	Asbestos; Written Plan or Notification
	10/19/2022	FB298	Fuel Stop	Saratoga	Failure to Meet Permit Conditions
	10/19/2022	FB298	Fuel Stop	Saratoga	GDF Phase II Equipment Not Maintained
	11/9/2022	B0861	Northrop Grumman Systems Corporation	Sunnyvale	Failure to Meet Permit Conditions
	11/9/2022	B0861	Northrop Grumman Systems Corporation	Sunnyvale	Continuous Emission Monitoring and Recordkeeping

**These facilities have received one or more Notices of Violations
Report period: October 1, 2022 – December 31, 2022
(continued)**

Solano County

Status	Site #	Site Name	City	Regulation Title
10/19/2022	B2626	Valero Refining Company - California	Benicia	Organic Compounds Miscellaneous Operations
10/19/2022	B2626	Valero Refining Company - California	Benicia	Open -Ended Line or Valve
10/19/2022	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
10/28/2022	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
10/28/2022	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
10/28/2022	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
11/1/2022	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
12/22/2022	B2626	Valero Refining Company - California	Benicia	Not Gas Tight
12/22/2022	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
12/22/2022	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
10/28/2022	FB317	A&A Gas Inc.	Fairfield	GDF Phase I Equipment Not Maintained
11/22/2022	FB374	A&A Gas Inc.	Fairfield	GDF Phase I Equipment Not Maintained
11/28/2022	FB317	A&A Gas Inc.	Fairfield	GDF Phase I Equipment Not Maintained
10/25/2022	E0139	Potrero Hills Energy Producers, LLC	Suisun City	Landfill Gas Collection & Emission Control System Requirements
12/7/2022	A3670	Kaiser Foundation Hospital	Vallejo	Failure to Meet Permit Conditions
12/9/2022	FB440	R&M Rashidy Investment Co	Vallejo	GDF Phase I Requirements
12/20/2022	FB451	Ali Moslehi	Vallejo	Failure to Meet Permit Conditions
12/28/2022	FB469	H&S Products, LLC #3062 Chevron	Vallejo	GDF Record Keeping Requirements
12/28/2022	FB469	H&S Products, LLC #3062 Chevron	Vallejo	GDF Phase II Requirements

Sonoma County

Status	Site #	Site Name	City	Regulation Title
11/25/2022	FB410	Recipient	Cotati	Mandatory Burn Ban
10/12/2022	A1641	BoDean Company Inc	Santa Rosa	Failure to Meet Permit Conditions
10/17/2022	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Failure to Meet Permit Conditions
10/17/2022	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Failure to Meet Permit Conditions
11/29/2022	FB409	Sander James TR	Santa Rosa	Mandatory Burn Ban
12/21/2022	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Non-Compliance; Major Facility Review

**Closed Notice of Violations with Penalties by County
October 1, 2022 – December 31, 2022
(continued)**

**Closed Notice of Violations with Penalties by County
October 1, 2022 – December 31, 2022**

Alameda

Site Name	Site #	City	Penalty	# of Violations Closed
ABE Petrol - Olympic Oil	Z4600	Hayward	\$1,000	1
Ajinomoto Foods North America, Inc	B6663	Hayward	\$2,000	1
Asbestos Management Group of California	J9290	Oakland	\$500	1
Ashraf Ali	FA349	Hayward	\$1,050	1
Caltrans - San Leandro Maintenance Station	FA739	San Leandro	\$2,000	1
Central Valley Ag Services	E3722	Oakland	\$1,500	2
City of Livermore	FA065	Livermore	\$500	1
City of Oakland	Z3906	Oakland	\$750	1
City of Oakland	Z3985	Oakland	\$500	1
Creso Equipment	Z3992	Livermore	\$500	2
Dublin Petrol, Inc	FA136	Dublin	\$1,050	1
Ed Simas	FB058	Alameda	\$1,000	2
Esmeyer John A Esmeyer Alicia G	FB407	Castro Valley	Passed Wood Smoke Exam	1
Planting Justice	FA929	Oakland	\$500	1
Quick Gas N Shop	FA288	Hayward	\$1,350	3
SF Fuels, Inc	FA627	Oakland	\$3,500	1
SFD	FA586	Piedmont	\$250	1
University of California, Berkeley	A0059	Berkeley	\$15,000	4

**Total
Violations
Closed: 26**

Closed Notice of Violations with Penalties by County
October 1, 2022 – December 31, 2022
(continued)

Contra Costa

Site Name	Site #	City	Penalty	# of Violations Closed
Air Liquide Large Industries US LP	B7419	Rodeo	\$2,000	1
Barbar McGuire	FA864	San Ramon	\$2,500	1
Chevron Products Company	P4764	San Ramon	\$2,000	3
Chevron Products Company	Y2653	San Ramon	\$500	1
City of Richmond Wastewater Treatment Plant	A2482	Richmond	\$15,000	3
City of San Ramon	FA994	San Ramon	\$250	1
Grand Petroleum Inc.	Z4381	Concord	\$650	1
Keller Canyon Landfill Company	A4618	Pittsburg	\$83,750	10
Military Ocean Terminal Concord	B2769	Concord	\$1,750	1
Moraga Service Center	Z4014	Moraga	\$900	2
Pacific Gas & Electric Co	A0541	Concord	\$750	1
San Ramon Valley Fire Protection District	G0245	San Ramon	\$6,000	6

**Total
Violations
Closed: 31**

Marin

Site Name	Site #	City	Penalty	# of Violations Closed
Ted Stevens Inc	FA600	Corte Madera	\$1,500	1

**Total
Violations
Closed: 0**

**Closed Notice of Violations with Penalties by County
October 1, 2022 – December 31, 2022
(continued)**

Napa

Site Name	Site #	City	Penalty	# of Violations Closed
Yountville Fire Station	Z9751	Yountville	\$1,500	2

**Total
Violations
Closed: 2**

San Francisco

Site Name	Site #	City	Penalty	# of Violations Closed
City & County of San Francisco	FA110	San Francisco	\$10,000	5
Kaiser Permanente Medical Center	A3926	San Francisco	\$4,000	1
Paramount Group	B0672	San Francisco	\$34,400	7
San Francisco South East Treatment Plant	A0568	San Francisco	\$6,000	3

**Total
Violations
Closed: 16**

San Mateo

Site Name	Site #	City	Penalty	# of Violations Closed
City of Daly City	FB236	Daly City	\$1,000	1
Freemodel Inc	FA656	Burlingame	\$500	1
Freemodel Inc.	FA657	Burlingame	\$7,000	2
Gladys Greco	FB016	San Carlos	\$100	1
Holly Petroleum Inc.	FA968	San Carlos	\$750	1
Mohammad Alzghoul	FA892	South San Francisco	\$1,000	2

**Total
Violations
Closed: 8**

Closed Notice of Violations with Penalties by County
October 1, 2022 – December 31, 2022
 (continued)

Santa Clara

Site Name	Site #	City	Penalty	# of Violations Closed
Alliance Enviromental	Z9282	San Jose	\$400	1
Atam Sandhu	FA838	Saratoga	\$500	1
BFI Newby Island Recycler	A5472	Milpitas	\$29,000	8
Camden Gas & Mini Mart GDF	FA530	Sunnyvale	\$350	1
City of Gilroy	FA447	Gilroy	\$500	1
Intel Corporation	A0633	Santa Clara	\$8,000	1
International Disposal Corp of CA	A9013	Milpitas	\$181,000	37
Vito Adragna II	FA278	Gilroy	\$750	1

**Total
Violations
Closed: 51**

Solano

Site Name	Site #	City	Penalty	# of Violations Closed
Central Gas	Z6658	Vallejo	\$1,500	1

**Total
Violations
Closed: 1**

**Closed Notice of Violations with Penalties by County
 October 1, 2022 – December 31, 2022
 (continued)**

Sonoma

Site Name	Site #	City	Penalty	# of Violations Closed
Herc Rentals	Z6009	Rohnert Park	\$750	1
James Miller SFD	FA919	Santa Rosa	\$250	1
Keith & Don's Flying A Gas	Y7760	Santa Rosa	\$250	2
Sander James TR	FB409	Santa Rosa	Passed Wood Smoke Exam	1

**Total
 Violations Closed: 5**

Company Address Outside of the Bay Area

Site Name	Site #	City	Penalty	# of Violations Closed
BP Products North America, Inc	FA103	Artesia	\$2,000	1
Southern Counties Oil Co. LLP	Z8478	Orange	\$500	1

**Total
 Violations Closed: 2**

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: April 5, 2023

Re: Authorization to Execute a Contract Amendment with Renne Public Law Group

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with Renne Public Law Group (RPLG) increasing the maximum dollar amount of the contract by \$100,000 -- from \$300,000 to \$400,000 -- for legal services related to labor and employment issues.

BACKGROUND

When Interim Executive Officer/ACPO Sharon Landers took over on May 23, 2022, there was a need for independent outside counsel to provide legal advice on labor and employment issues in areas where the Air District’s normal labor and employment firm was unable to handle the work. The Interim Executive Officer/ACPO therefore consulted with the District Counsel’s office regarding finding an appropriate firm to provide these services. The Interim Executive Officer/ACPO and District Counsel made inquiries and reached out to several firms, as outlined below, and ultimately concluded that RPLG and its partner Arthur Hartinger were the best choice. The Air District therefore entered into the current engagement letter (Contract No. 2022.154), dated June 3, 2022, along with three subsequent amendments, the most recent of which were approved by the Board of Directors on October 5, 2022, and January 25, 2023, respectively. As amended, the agreement now has a limit on fees of \$300,000. RPLG’s work is now expected to exceed \$300,000, so the parties need to amend the engagement letter again to allow the firm to undertake this additional work.

DISCUSSION

As there was a need to retain counsel within a short timeframe to provide legal advice, and there are only a relatively small number of law firms that have the expertise, experience, and ability to provide the services needed, the Air District did not undertake a formal bid process. Instead, the District Counsel’s office contacted qualified firms informally to determine what outside counsel would be best to provide these services. The District Counsel’s office contacted firms that its attorneys already had relationships with, reached out to our sibling air districts to inquire about firms that these agencies have used for similar work, and pursued other inquiries to identify

suitable candidate firms. The District Counsel's office ultimately approached three firms, including RPLG. RPLG and Mr. Hartinger seemed best suited to advise on these issues given their background and experience, availability to handle the work, and the very strong recommendations from two other public agencies that Mr. Hartinger has worked with in the past.

RPLG has been highly effective thus far in providing legal services to the Air District, and the decision to retain this firm appears to have been a good one. There is no reason to second-guess that decision at this stage or to consider changing firms. It is therefore recommended that the current agreement be amended to increase the limit on fees to allow RPLG to perform additional work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

These funds are included in the Fiscal Year Ending 2023 Program 104 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander Crockett

ATTACHMENTS:

1. Renne Public Law Group Executed Legal Services Agreement - Signed Jun. 3, 2022
2. Renne Public Law Group Legal Services Agreement Amendment 1 - Signed Aug. 29, 2022
3. Renne Public Law Group Legal Services Agreement Amendment 2 - Signed Sept. 23, 2022
4. Renee Public Law Group Legal Services Agreement Amendment 3 - Signed February 3 2023
5. Proposed Draft Amendment No. 4 - Renee Public Law Group Legal Services

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

June 3, 2022

Via Email – ACrockett@baaqmd.gov>

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

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Mr. Crockett:

Thank you for retaining Renne Public Law Group, LLP (“RPLG”) to provide legal services on behalf of Bay Area Air Quality Management District. We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This Legal Services Agreement (“Agreement”) sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read the entire Agreement before signing and returning it to us.

1. Scope of Engagement. We will provide general advice, representation in administrative proceedings, and other legal work in the area of labor and employment. Our work is limited to such services. When we agree to provide legal services in discrete matters, we will confirm the engagement and bill separately for such services.

2. Fees and Personnel. As compensation for our services, my hourly fee will be \$450.00, and our overall current public sector rates are attached as Attachment A.

I will be the attorney in charge of your matter[s]. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. (See Attachment A.).

Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar’s Mandatory Fee Arbitration Program.

3. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly



Legal Services Agreement
Page 2

telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments. Total billed amounts are not to exceed \$30,000.00.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as ATTACHMENT B.

4. Termination of Services. You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

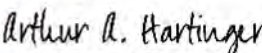
5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

6. Government Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applicable.

7. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

8. Joint Representation. Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

Very truly yours,

DocuSigned by:

205F3B657D5F429
Arthur A. Hartinger



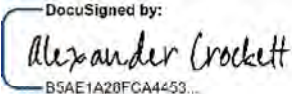
Legal Services Agreement

Page 3

Attachments: **Public Sector Fee Schedule**
Statement of Fee and Billing Information

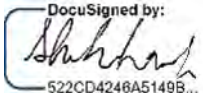
cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

By:  _____
DocuSigned by:
B5AE1A28FCA4453...

Print Name: Alexander Crockett

Title: District Counsel

By:  _____
DocuSigned by:
522CD4246A5149B...

Print Name: Sharon Landers

Title: Interim Executive Officer

ATTACHMENT A

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2022 TO DECEMBER 31, 2022

Partners:	\$395- \$500
Of Counsel:	\$350 - \$450
Associates:	\$295 - \$350
Law Clerks:	\$195 - \$295
Paralegals:	\$145 - \$225
Analysts:	\$125 - \$275
Consultants:	\$195 - \$475

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.



ATTACHMENT B

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, RPLG charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. RPLG also bills for time spent traveling on a client's behalf at our normal hourly rates.



If you have any questions regarding an invoice, the Operations Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

August 29, 2022

Via Email – ACrockett@baaqmd.gov

Sharon Landers
Interim Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105


Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, to increase the cap on fees from \$30,000 to \$95,000.

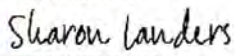
By this amendment, the sentence in Section 3 of the Legal Services Agreement that reads “Total billed amounts are not to exceed \$30,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$95,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,


Arthur A. Hartinger

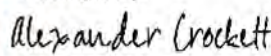
cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:

5D7BA5BC138D4C0...

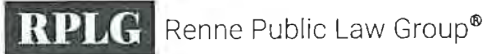
Interim Executive Officer/APCO

Date: 9/8/2022

DocuSigned by:

B5AE1A28FCA4453...

District Counsel

Date: 9/8/2022



Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

September 23, 2022

Via Email – ACrockett@baaqmd.gov>

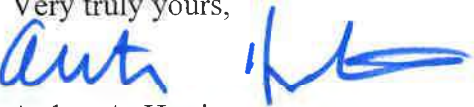
Sharon Landers
Interim Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendment dated (for identification purposes only) August 29, 2022, to increase the cap on fees from \$95,000 to \$200,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29, 2022 amendment) reads “Total billed amounts are not to exceed \$95,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$200,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

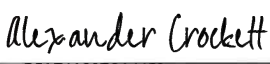
Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:

5D7BA5BC138D4C0...
Sharon Landers
Interim Executive Officer/APCO

DocuSigned by:

B5AE1A26FCA4453...
Alexander Crockett
District Counsel

Date: 10/27/2022

Date: 10/27/2022



Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

January 30, 2023

Via Email – ACrockett@baaqmd.gov>

Sharon Landers
Interim Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, and September 23, 2022, to increase the cap on fees from \$200,000 to \$300,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022 amendments) reads “Total billed amounts are not to exceed \$200,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$300,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.



DocuSigned by:
Sharon Landers
7180203A08BE42D...
Sharon Landers
Interim Executive Officer/APCO

Date: 2/3/2023

DocuSigned by:
Alexander Crockett
B5AE1A26FCA4453...
Alexander Crockett
District Counsel

Date: 2/3/2023

Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

March 22, 2023

Via Email – ACrockett@baaqmd.gov>

Philip M. Fine
Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, and February 3, 2023, to increase the cap on fees from \$300,000 to \$400,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, 2023, amendments) that reads “Total billed amounts are not to exceed \$300,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$400,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

Philip M. Fine
Executive Officer/APCO

Alexander Crockett
District Counsel

Date: _____

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: April 5, 2023

Re: Authorization to Execute Contract with CallTower, Inc.

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to enter into a three-year contract agreement with CallTower, Inc. for installation and ongoing cloud-based telephone services in an amount not to exceed \$220,000.

BACKGROUND

The state of modern work is rapidly changing, with hybrid/remote working and online collaboration becoming the norm. The Air District currently has a legacy on-premises Cisco VOIP (Voice Over Internet Protocol) telephone system that was put in place in 2010. While the Cisco VOIP on-premises system is still functional it is a complex system to administer and customize, and it does not meet the changing needs of the business. The current system is costly to manage, and the licensing is overly complex requiring many staff hours each year to analyze at renewal. The Air District currently uses the Microsoft Office 365 suite of applications, including Microsoft Teams, for productivity and collaboration.

Microsoft Teams offers a modern telephone system that is built into the Office 365 suite and meets the needs of a modern hybrid workforce. Moving to Microsoft Teams phone system provides the Air District with seamless collaboration benefits and establishes a modern cloud-based communications system for enhanced manageability, customization, system availability and redundancy. Additionally, there are cost savings to be gained with Microsoft Teams licensing built into our pre-existing Microsoft Enterprise Agreement and savings in a reduction of hardware costs.

DISCUSSION

To select a vendor for the installation and ongoing cloud-based telephone services, the Air District issued a Request for Quotes (RFQ) for the procurement. The RFQ was sent directly to several vendors who are known to have expertise in pre-configured delivery of cloud-based telephone services, and the RFQ was posted on the Air District's website. During the three-week period that the RFQ was open, the Air District responded to written questions, and upon closing,

a total of eight quotes were received from Granite Telecommunications LLC, NTT, Masergy, Evolve IP, AT&T, LoopUp, CallTower and Communication square LLC.

The quotes were evaluated by a three-member panel under the Air District’s RFP evaluation procedures, and the CallTower quote was found to be very responsive to the Air District’s needs, receiving the highest total score of 164.67 on a 198-point scale.

Table 1 – Quote Score Comparison

	Total	A - Quote Evaluation	A-1 - Cost	A-2 - Responsiveness	A-3 - Capacity to Deliver	A-4 - Firm's Specialty Focus Area	B - Interview	B-1 - Cost
Supplier	198 pts	/ 100 pts	/ 30 pts	/ 40 pts	/ 28 pts	/ 2 pts	/ 98 pts	/ 30 pts
CallTower	164.67	81.33	20.33	36	25	0	83.33	20.67
LoopUp	148.33	74.33	24.33	30	19	1	74	23.33
Communication square LLC	146.67	75.33	18	34	23.33	0	71.33	17.33

The quotes were evaluated under the Air District’s Request for Proposals evaluation procedures, and the CallTower quote was found to be very responsive to the Air District’s needs, receiving the highest total score of 164.67 on a 198 point scale.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total cost of this procurement will not exceed \$220,000 dollars and is budgeted in the current fiscal year end (FYE) 2023 budget. Due to the decommissioning of the previous telephone system this procurement results in a net annual savings of \$61,000 for Air District telephone expenditures.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Duane Vazquez
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Service Agreement No. 2022.292 - CallTower, Inc.
2. Draft Service Agreement No. 2022.292: Scope of Work - CallTower, Inc.
3. Draft Service Agreement No. 2022.292: Addendum - CallTower, Inc.

SOLUTION & PRICING

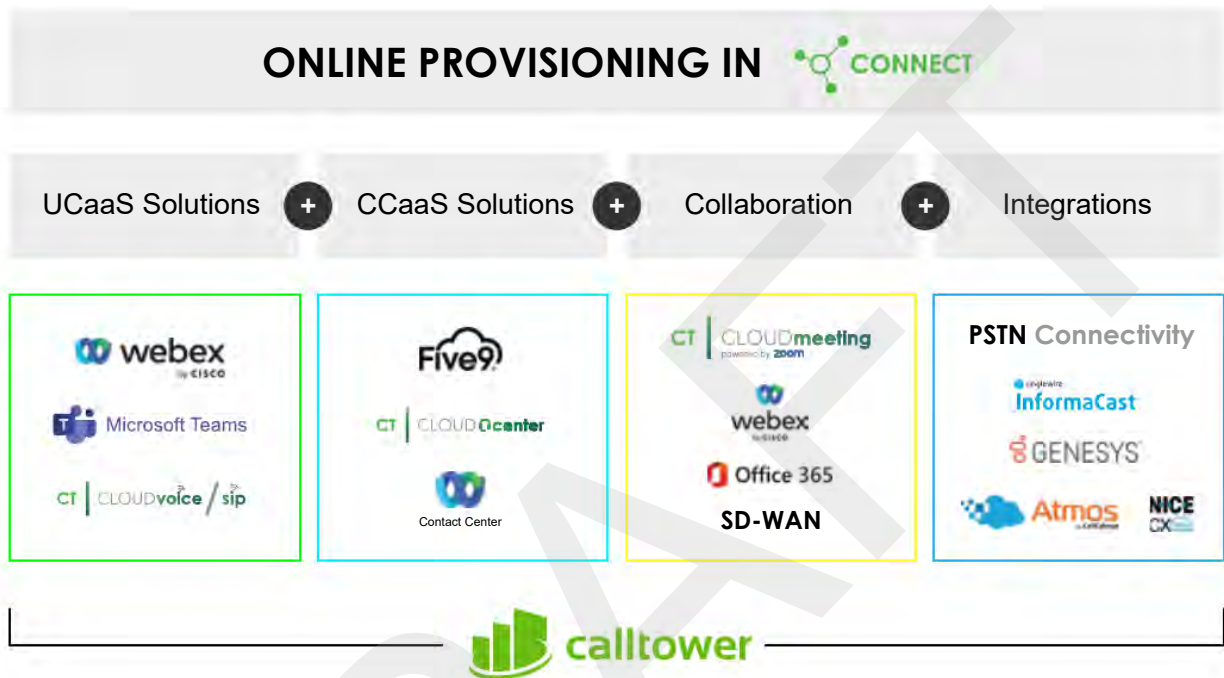
PROPOSAL

Prepared for Bay Area Air Quality Management District

STAY CONNECTED, STAY AHEAD

Since its inception in 2002, CallTower has evolved into a global cloud-based, enterprise-class Unified Communications, Contact Center and Collaboration solutions provider for growing organizations worldwide.

CallTower provides, integrates and supports industry-leading solutions, including Microsoft® Teams Direct Routing, Operator Connect, Office 365, GCC High Teams Audio Conferencing and PSTN, Cisco® Webex Calling / UCM, Cisco® CCPP, CT Cloud UCaaS, CT Cloud Meeting powered by Zoom and four contact center options, including Five9 for business customers.



ONE-STOP-SHOP	SECURITY, STABILITY, SCALABILITY	PROJECT MANAGEMENT
<ul style="list-style-type: none"> Full turn-key solution One invoice One support call Dedicated circuits Fully managed handsets, headsets and conference rooms 	<ul style="list-style-type: none"> Benefits of OPEX vs CAPEX One platform to monitor End-to-end private cloud environment Faster troubleshooting 	<ul style="list-style-type: none"> No finger pointing between solution providers One project team for design/changes Faster deployment times Easy-to-use solution management tool

GLOBAL REACH
EXPANDED REACH TO MORE THAN 175+ COUNTRIES

THE CALLTOWER TEAM. OUR CUSTOMERS MATTER MOST.



WE ARE HERE TO HELP!

CallTower solution experts are available 24/7/365 via **phone** - (800) 347-5444, **email** - sales@calltower.com and **chat** - www.calltower.com. We also have an array of helpful tips at uc.solutions to help you answer questions fast.

CERTIFIED MULTI-TIERED SUPPORT TEAMS

Our unmatched implementation, training and support teams have deployed and supported thousands of users, enabling solutions around the corner and across the globe. All projects receive a designated product manager who secures a seamless implementation and training success plan.

CUSTOMER SUCCESS TEAM

CallTower customers are further empowered by their Customer Success Team. This team works closely with the customers to deliver streamlined processes.

- Customer Support Plan <https://www.calltower.com/support/client-support-plan/>
- Network Status <https://www.calltower.com/support/network-status/>
- Support & Implementation Paths <https://www.calltower.com/support/escalation-paths/>
- Client Success Escalation Paths <https://www.calltower.com/support/client-success-escalation-path/>
- CallTower Advantage <https://info.calltower.com/hubfs/CallTower%20Advantage.pdf>

CALLTOWER CONNECT

CallTower enables our Customers to manage rapidly changing technologies through Connect - a user-friendly portal, created and developed in-house. This proprietary system ensures our customers can administer services without expertise in any one technology or hiring outside consultants to manage their communication services.

CALLTOWER'S PARTNERSHIPS. WHICH SOLUTION FITS BEST?



CALLTOWER'S CUSTOMERS



To replace our current system would have been \$300,000 CapEx plus we were spending \$25,000 monthly on calling plans. With CallTower, we invested \$15,000 on our monthly recurring license model.

Anthony Lopez, Tourneau,
Senior Director of Technology

WHAT'S NEXT?



Thank you for choosing CallTower and Welcome to the CallTower family.

We want you to have a wonderful experience onboarding with CallTower.

Let's review the following items as they are required for us to move your project into implementation. All items below must be completed to move into implementation.

PLEASE NOTE: AN IMPLEMENTATION MANAGER WILL NOT BE ASSIGNED UNTIL THE ITEMS BELOW ARE COMPLETE:

- ✓ All documents are signed and dated
- ✓ Payments terms must be filled out on the agreement.
- ✓ Payment for the Deposit and NRC. An invoice for this amount will be sent by CallTower to customer.
- ✓ Online questionnaire that is sent by CallTower to customer.
- ✓ Contact Center form if applicable
- ✓ CT Cloud Boost form if applicable

Once all items above have been completed, CallTower will initiate implementation/onboarding discussions within the next 2 business weeks. Our implementation timelines can vary from one week to a few months, depending on the complexity of the implementation. We will work with your team to implement the services in a timely and acceptable fashion.

This notice has been provided to set appropriate expectations and ensure a smooth onboarding experience. If you have any questions, please reach out to CallTower Sales Ops Team at salesops@calltower.com.

Customer Signature

Date

Summary - Service Order

Description	Monthly Recurring	Non Recurring
Company Wide Services	\$116.95	\$7,041.95
3033 Richmond Pkwy Richmond CA	\$99.00	\$265.20
HQ - 375 Beale Street Suite 600 San Francisco CA	\$3,511.24	\$7,489.71
HQE - 4114 Lakeside Drive Richmond CA	\$74.25	\$198.90
	Total MRC	Total NRC
Term: 24 Months	\$3,801.44	\$14,995.76

DRAFT

Authorized Signature:	Print Name:	Title:	Date:
Q - 1	SALES@CALLTOWER.COM	WWW.CALLTOWER.COM	(888) 272-2772

Company Wide Services - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
SMS 10DLC Registration per Campaign - 1 to 49 DIDs	1	\$17.00	\$17.00	\$90.00
Implementation Charge	1	\$0.00	\$0.00	\$1,488.00
MS Teams OC - DID Assignment Professional Service	3	\$0.00	\$0.00	\$449.85
MS Teams OC - Auto Attendant Professional Services	20	\$0.00	\$0.00	\$3,000.00
MS Teams OC - Call Queue Professional Services	38	\$0.00	\$0.00	\$1,898.10
MS Teams Attendant Console	1	\$99.95	\$99.95	\$116.00
		Term:	Total MRC	Total NRC
		24 Months	\$116.95	\$7,041.95

DRAFT



3033 Richmond Pkwy Richmond CA - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
MS Teams OC - Metered	20	\$4.95	\$99.00	\$265.20
Term: 24 Months			Total MRC \$99.00	Total NRC \$265.20

DRAFT

HQ - 375 Beale Street Suite 600 San Francisco CA - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
Premium Auto-Attendant	1	\$14.24	\$14.24	\$165.00
DID - United States and Canada	590	\$0.83	\$489.70	\$566.40
Grandstream 8port ATA HT818 - Rent to Own	3	\$6.45	\$19.35	\$24.00
MS Teams OC - Metered	415	\$4.95	\$2,054.25	\$5,502.90
CT Cloud Voice Hunt Group - MLHG	4	\$5.95	\$23.80	\$22.96
SMS Texting for Teams User	1	\$9.95	\$9.95	\$11.95
Atmos Recording for Microsoft Teams - Advanced Supervisor License	1	\$50.00	\$50.00	\$70.00
Atmos Recording for Teams - Advanced Recording Bundle	5	\$28.95	\$144.75	\$202.50
Remote Training	2	\$0.00	\$0.00	\$660.00
MS Teams OC - Auto Attendant or Call Queue (Resource Account Calling Plan) - Unlimited	58	\$8.95	\$519.10	\$0.00
CT Cloud Voice Basic Line	15	\$12.04	\$180.60	\$247.50
CT Cloud Voice Stand-Alone Voicemail Box	1	\$5.50	\$5.50	\$16.50
Term:			Total MRC	Total NRC
24 Months			\$3,511.24	\$7,489.71



HQE - 4114 Lakeside Drive Richmond CA - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
MS Teams OC - Metered	15	\$4.95	\$74.25	\$198.90
Term: 24 Months			Total MRC \$74.25	Total NRC \$198.90

DRAFT

SELECTED ITEM DESCRIPTIONS**Atmos Recording for Microsoft Teams - Advanced Supervisor License**

Atmos Recording - integrated with Microsoft Teams. Advanced Supervisor license. Adds support for Legal Hold, Call flagging, Call Notes, and Compliance Call Sharing to basic Supervisor. Atmos Recording requires Azure Subscription 1 from Microsoft.

Atmos Recording for Teams - Advanced Recording Bundle

Atmos Recording for Teams - Advanced Recording Bundle. Min 10 licenses required / customer. Includes Core Recording plan features, plus unlimited speech-to-text transcription, emotion & sentiment and unlimited Advanced Admin Licenses. (Priced per user, per month) May not be mixed with Ad Hoc licensing or Analytics Recording bundle within the same customer account. Atmos Recording requires Azure Subscription 1 from Microsoft. Agents with recording enabled require O365 or M365 A3/E3/G3 or A5/E5/G5 or Business Premium license. NOTE: RECORDING DISCLAIMER PROVIDED BY MICROSOFT COMPLIANCE API IS NOT SUPPORTED DUE TO CURRENT PERFORMANCE ISSUES WITH THAT MICROSOFT FEATURE. RECORDING DISCLAIMER PROVIDED BY MS API CANNOT BE CAPTURED BY COMPLIANCE RECORDING AS MS DOES NOT SEND THE AUDIO TO THE RECORDER. RECORDING DISCLAIMER CAN BE ADDED TO AUTO ATTENDANT FOR INBOUND CALLS.

CT Cloud Voice Basic Line

SIP line for an IP phone that can receive inbound calls, place calls to other extensions and outside PSTN numbers but has no voicemail box. CommPortal included for web administration

CT Cloud Voice Hunt Group - MLHG

Hunt group / MLHG for CT Cloud Voice. No queuing.

CT Cloud Voice Stand-Alone Voicemail Box

Virtual Extension, no physical phone, voicemail only no line forwarding

DID - United States and Canada

Phone number assigned to a future phone line. Additional DID purchases allow for a block of phone numbers for future growth. 100% qualifies for Erate and CTF

Grandstream 8port ATA HT818

Supports 2 SIP profiles and 8 FXS ports. Strong AES encryption with security certificate per unit. Automated & secure provisioning options using TR069. 3-way voice conferencing per port. Exceptional voice quality with wide-band HD codec. Supports T.38 Fax for reliable Fax-over-IP. Supports dual Gigabit network ports. High performance NAT router

SELECTED ITEM DESCRIPTIONS**Implementation Charge**

This is a personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management, running the PowerShell scripts one-time for MS Teams and Circuit Ordering. Additional PowerShell scripts and Call Routing may require a Scope of Work (SoW) and Professional Services.

MS Teams Attendant Console

Simple and fast to purchase and deploy, Looks and feels like Microsoft Teams and Office 365. Built directly on Teams platform via native Microsoft APIs utilizing existing Microsoft Calling and Direct Routing trunks. One click call transfer, multi-call management, and contact context. Designed to integrate with Teams and Office 365.

MS Teams OC - Auto Attendant Professional Services

Professional service fee charged per auto attendant. CallTower requires a SFB and Teams Administrator Service Account.

MS Teams OC - Auto Attendant or Call Queue (Resource Account Calling Plan) - Unlimited

Per Auto Attendant or per Call Queue fee Includes inbound DID usage. Toll free inbound available at additional charge. Does not include tenant configuration. CallTower requires a SFB and Teams Administrator Service Account.

MS Teams OC - Call Queue Professional Services

Professional service fee charged per call queue. CallTower requires a SFB and Teams Administrator Service Account.

MS Teams OC - DID Assignment Professional Service

Professional Service fee per location for setting DID/Phone assignment by CallTower. Customer must provide a spreadsheet for use by engineers. CallTower requires a SFB and Teams Administrator Service Account. This is a one-time event. Additional batches for the location will incur additional fees.

MS Teams OC - Metered

Per user fee for MS Teams Operator Connect Includes a DID and metered domestic calling billed at \$0.01/minute. Calling plan requires the Phone System and Audio Conferencing with all Office 365 license excluding the Microsoft Office 365 E5 license. Access to international calling per CallTowers international rate plan. THIS SKU CAN ONLY BE USED FOR CUSTOMERS WITH 50+ TOTAL SEATS.

Premium Auto-Attendant

Feature rich automated attendant, time of day features, special day and holiday scheduling, full keypad configurable for all available transfer options and nested menu with multiple announcement support.

SELECTED ITEM DESCRIPTIONS

Remote Training

Customized training includes a meeting with our Learning and Development Manager to discuss an agenda and scheduling. Once the training is completed, a recording of the live instructor-led training session will be provided to you for future use.

SMS 10DLC Registration per Campaign - 1 to 49 DIDs

SMS Campaign registration for 10DLC compliance for up to 49 DIDs. Qty 1 of this SKU is REQUIRED per 49 DIDs registered for SMS. Need to register each campaign separately for any Non-Consumer use. (A2P) A Non-Consumer is a business, organization, or entity that uses messaging to communicate with Consumers. Examples may include, but are not limited to, large-to-small businesses, financial institutions, schools, medical practices, customer service entities, non-profit organizations, and political campaigns.

SMS Texting for Teams User

CT Text app with SMS texting for Microsoft Teams. Includes unlimited messages. Cannot be used for application to user texting. Includes chat bot with app for Teams notifications.

DRAFT

Service Agreement

This Services Agreement (the "Agreement") between CallTower, Inc. ("CallTower"), a Delaware corporation with its principal place of business located at 10701 S River Front Pkwy, South Jordan, UT 84095, and Bay Area Air Quality Management District (the "Customer"), a California _____ (Business Definition) with its principal place of business located at 1222 Grandview Road Sebastopol, CA 95472, (the full location), is entered into as of the 14th day of November, 2022 (the "Effective Date").

WHEREAS: CallTower provides Unified Communications as a Service and is committed to support its customers with the best technology, people, and communications solutions available.

WHEREAS: Customer desires to subscribe to the services offered by CallTower:

NOW THEREFORE, the parties agree as follows:

1. The following definitions shall apply to this Agreement:

- 1.1. Services: Services refer to the range of communications applications delivered by CallTower commonly referred to as Unified Communications.
- 1.2. Service Order: Service Order is a document that specifies a collection of Services to be delivered to Customer's specific location or locations, or to specific users, and may be adjusted from time to time as the Customer's contracted Services increase or decrease. Service Orders are provided as attachments to this Agreement.
- 1.3. Installation Date: Installation Date refers to the date that is targeted by CallTower and Customer for which Services are to be activated.
- 1.4. Activation Date: Activation Date is the date on which Services in the Service Order are substantially ready for activation and is independent of number porting, unless otherwise agreed to by CallTower and Customer. Service Orders may have or specify varying Activation Dates.

2. CallTower agrees to provide to Customer the Services specified in the Service Order(s) attached hereto. Each Service Order will be executed by the Parties and may be amended from time to time as Customer's needs change.

3. This Agreement shall apply to each Service Order and the Term specified in the Service Order shall commence on the Activation Date of the Services (or the applicable Service) in such Service Order.

4. Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s).

5. All stated Installation Dates are approximate; CallTower will not be deemed to be in default, nor shall it be liable for any damages or loss resulting from delays in installation but will use commercially reasonable efforts to achieve the committed Installation Dates.

6. Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request up to four dollars and ninety-four cents. CallTower will use commercially reasonable efforts to port Customer's number on or before the requested cut over date but will have no liability to Customer for any delays in porting.

7. Customer is responsible for complying with the Desktop, Hosted Exchange and Site Readiness Requirements, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer.

8. Customer will comply with CallTower's Terms of Use as posted on CallTower's web site. <https://www.calltower.com/resources-training/terms-of-use-for-customers/>

9. Customer confirms the Customer representations and warranties set forth in the Terms of Use.

10. Customer acknowledges that the Terms of Use include, but are not limited to, provisions addressing Emergency Calling, Enhanced 911, Basic 911, and Customer's responsibility in connection with Emergency Calling. CallTower disclaims any and all liability or responsibility in the event Customer-provided registered location information is inaccurate or out of date. Customer shall indemnify and hold harmless CallTower from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or its providing incorrect information to CallTower.

11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either party by written notice of nonrenewal or extension at least thirty (30) days prior to the end of the then current term. If Customer provides such written notice of nonrenewal or extension, CallTower will continue to provide the Services until terminated by Customer on a month to month basis at 110% of the current billing line item in effect at the end of the then current term.

12. All sales, services and use taxes which are imposed by any government entity on the fees for any of the Services (other than taxes relating to CallTower's net income) shall be the sole responsibility of Customer, whether set forth in an invoice or not and regardless of when imposed or assessed, and shall not be considered a part of, or an offset against, fees for the Services.

13. Either party may terminate this Agreement for cause as set forth below or without cause at any time with 30 days written notice.

14. If Customer terminates this Agreement or any Service Order without cause, Customer shall pay (i) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect (the "Termination Date"), and all Service Orders will terminate on such Termination Date and (ii) CallTower's expenses and fees associated with pre-mature termination.

15. Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") posted on CallTower's web site; provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not re-established to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.
16. CallTower shall have the right to terminate this Agreement for cause if all fees due CallTower are not paid in full within ten (10) days after CallTower provides Customer with written notice of non-payment. In the event of termination of Services for cause, (i) CallTower may cease providing any or all of the Services and (ii) Customer shall pay CallTower a lump sum, within fifteen (15) days of the effective date of termination, equal to the sum of (A) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect and (B) CallTower's expenses and fees associated with pre-mature termination.
17. Customer grants CallTower the authorization to process payments based on the selection made in this document. If Customer does not pay an invoice when due, CallTower may charge a late payment fee on the overdue amount equal to eighteen percent (18%) per annum or the maximum legal rate permitted by law, whichever is less.
18. Customer can reduce Services under any Service Order at any time; however total billing for Services cannot be reduced by more than 10% in any rolling 12-month period.
19. CallTower will not be responsible for any real or reported losses incurred by Customer alleged to result from acts or omissions by CallTower or for any indirect, incidental, consequential, special or exemplary damages. CallTower's full liability is limited to a credit based upon the value of CallTower's Services delivered to Customer, as defined in CallTower's Service Level Agreement.
20. With the exception of CallTower's enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in Salt Lake City, Utah administered by the American Arbitration Association ("AAA") and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.
21. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assignees of the parties hereto.
22. The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement.
23. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties.
24. This Agreement shall be governed by the laws of the State of Utah (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
25. Customer and CallTower agree that all details of this Agreement, included but not limited to pricing, product bundles, Customer information, and CallTower information shall be considered proprietary and confidential.
26. The relationship of CallTower and Customer is that of independent contractors. Neither party nor its employees, consultants, contractors or agents are agents, employees, partners or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation.
27. No delay or default in performance of any obligation by either party, excepting all obligations to make payments, shall constitute a breach of this Agreement to the extent caused by acts of God, war, government action, acts of terrorism, fire, flood, storm, explosion, earthquake or other causes that are not foreseeable and are beyond the reasonable control of the other party.
28. The parties execute this Agreement effective as of the Effective Date.
29. CallTower is committed to maintaining the privacy of its customers. For CallTower's Customer Proprietary Network Information (CPNI) policy, please see <https://www.calltower.com/resources-training/customer-proprietary-network-information-policy/>. For information on California Consumer Privacy Act (CCPA) certification, please see <https://www.calltower.com/resources-training/california-consumer-privacy-act-certification/>

CallTower Signature: Print Name: Title: Date:

Authorized Signature: Print Name: Title: Date:

Terms And Conditions Related To Network Services

1. CallTower will arrange for a private network connection from its data center to Customer's premise(s) delivered through Tier 1 Circuit Providers. The network services are delivered through Tier 1 partners. Service outages resulting from network interruptions are expressly excluded from CallTower's Service Level Agreement ("SLA").
2. CallTower will also deliver its Services over the Internet to small offices or individual users. Customer understands that delivery of CallTower Services over the Internet are not guaranteed and are thus expressly excluded from CallTower's SLA.
3. CallTower will not be liable for any damages or commercial loss associated with interruptions in network services.
4. Customer will be responsible for any residual network charges, and other disconnection fees incurred by CallTower if Customer terminates this Agreement for any reason prior to the end of the Term. To the extent the provider of network services permits CallTower to transfer the network services account to Customer, upon written request of Customer, CallTower will cooperate in such transfer following termination of this Agreement.
5. The billing for the circuit will commence on the agreed upon Activation Date, notwithstanding delays in the implementation of other Services.
6. There will be a cancellation fee in the case of termination of the network services prior to installation. The cancellation fee will be equal to one month's MRC plus forfeiture of the security deposit relating to the cancelled services. In addition, Customer may be responsible to pay an Early Termination Fee for network services if installed based on CallTower's commitment to the underlying provider.

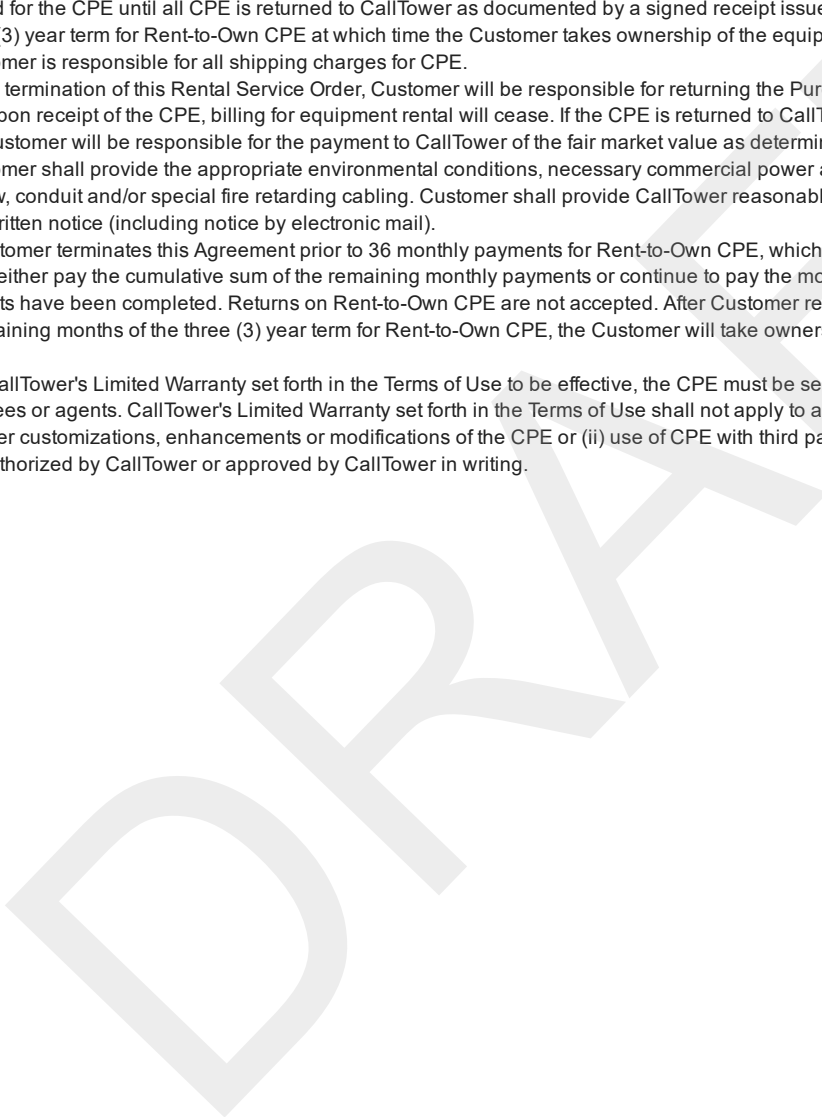
DRAFT

CallTower Signature: Print Name: Title: Date:

Authorized Signature: Print Name: Title: Date:

Terms And Conditions Related To Rental Services

1. CallTower provides two options for rental of Customer Premise Equipment ("CPE"); Pure Rental which specifies the rental price of CPE for the initial term of the Agreement and any subsequent extension of the Agreement, and Rent-to-Own Rental which specifies the rental price of CPE for a three (3) year term.
2. CPE shall remain the property of CallTower at all times during the term of this Agreement, and Customer will be responsible for maintaining CPE in good condition, subject to reasonable wear and tear.
3. All CPE, including but not limited to the IP telephone equipment, shall be located only on the Customer's premises during the term of this Agreement.
4. Customer agrees not to allow CallTower's title to such CPE to be encumbered in any way, and will take any reasonable measures necessary to ensure that no lien or security interest of any third party attaches or is perfected in the CPE at any time. Customer agrees to notify any financial institution that may have a security interest in and to after-acquired inventory, furnishings, equipment or fixtures that the CPE shall remain the sole property of CallTower, and is only temporarily located on Customer's premises. Customer understands and agrees that Customer will continue to be billed for the CPE until all CPE is returned to CallTower as documented by a signed receipt issued by CallTower, or the successful completion of a three (3) year term for Rent-to-Own CPE at which time the Customer takes ownership of the equipment.
5. Customer is responsible for all shipping charges for CPE.
6. At the termination of this Rental Service Order, Customer will be responsible for returning the Pure Rental CPE to CallTower in good working order; upon receipt of the CPE, billing for equipment rental will cease. If the CPE is returned to CallTower damaged, or Customer fails to return CPE, Customer will be responsible for the payment to CallTower of the fair market value as determined solely by CallTower.
7. Customer shall provide the appropriate environmental conditions, necessary commercial power and facilities for the CPE, and if required by local law, conduit and/or special fire retarding cabling. Customer shall provide CallTower reasonable access to the premises upon twenty-four (24) hours written notice (including notice by electronic mail).
8. If Customer terminates this Agreement prior to 36 monthly payments for Rent-to-Own CPE, which has a thirty six (36) month Term, Customer will elect to either pay the cumulative sum of the remaining monthly payments or continue to pay the monthly installment payments until the 36 monthly payments have been completed. Returns on Rent-to-Own CPE are not accepted. After Customer remits the remaining payment for the balance of the remaining months of the three (3) year term for Rent-to-Own CPE, the Customer will take ownership of related equipment from that point forward.
9. For CallTower's Limited Warranty set forth in the Terms of Use to be effective, the CPE must be serviced and repaired solely by CallTower, its employees or agents. CallTower's Limited Warranty set forth in the Terms of Use shall not apply to any non-conformities which are the result of (i) Customer customizations, enhancements or modifications of the CPE or (ii) use of CPE with third party software, hardware or firmware not provided by or authorized by CallTower or approved by CallTower in writing.



CallTower Signature: Print Name: Title: Date:

Authorized Signature: Print Name: Title: Date:

BYOB DISCLOSURE

On or prior to the date of this Bring Your Own Broadband Disclosure and Notice ("BYOB Notice"), effective as of the date last set forth below, CallTower and the Customer identified below, have entered into an Agreement for Service. The parties agree to amend and/or supplement the Agreement as set forth herein.

Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. In the event of any conflict between the terms set forth in this BYOB Notice, the Agreement, and any other agreement executed between the parties, the terms of this BYOB Notice shall prevail.

The CallTower Bring Your Own Broadband feature ("BYOB") allows Customers to use their cable modem, DSL modem, or other broadband Internet connection to make and receive Voice over IP (VoIP) phone calls. In the event that Customer shall use any services provided by CallTower ("Service") (i) in combination with any service not provided by CallTower but provided by the Customer or the Customer vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by CallTower, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services, (iii) with any other service platform that is not connected to an CallTower provided access facility, or (iv) any CallTower provided equipment used in combination with any broadband Internet connection not provided by CallTower, Customer agrees as follows:

1. Prior to the project kickoff call, Customer will perform the CallTower VoIP Test located on CallTower's Website at <http://www.calltower.com/support/voip-test>
2. CallTower will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Equipment used in connection with the Service.
3. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Equipment. The Service Level Agreement will not be applicable to any Service provided to Customer used in combination with the Customer Equipment.
4. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on www.calltower.com and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
5. CallTower reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if CallTower, in its sole discretion, believes that the above restrictions on use have been violated.

Authorized Signature:

Print Name:

Title:

Date:

Q - 13

SALES@CALLTOWER.COM

WWW.CALLTOWER.COM

(888) 272-2772

PAYMENT TERMS AND METHODS

Check Options:

___ 30 Day Payment Terms, Pay By Check: NRC and 2 Month Deposit Paid Upfront
 ___ NRC Check Included
 ___ 2 Month Deposit Included

___ 10 Day Payment Terms, Pay By Check: NRC and 1 Month Deposit Paid Upfront
 ___ NRC Check Included
 ___ 1 Month Deposit Included
 ___ Bill credit card for NRC and Deposit

Customer hereby authorizes and directs CallTower to initiate CallTower Setup/NRC charge from the credit card supplied below:

Credit Card Option:

Credit Card Number: _____
 Expiration Date: ____/____/____
 CVE Number: _____
 Billing Address: _____

 Print Name: Signature: Order Number: Date:

Ach Option:

___ ACH (ACH Form Attached Below): NRC Deposit and No Deposit
 ___ NRC Check Included

MAIN CONTACT
Michael Chao
 mchao@baaqmd.gov

Payment Method
 Payment Option:
 Email Statements to:

 CallTower Signature: Print Name: Title: Date:

 Authorized Signature: Print Name: Title: Date:

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS

Bay Area Air Quality Management District ("Customer") hereby authorizes and directs CallTower and the Bank named below to initiate variable entries to the checking account designated below for the purpose of making payments due from the Customer to CallTower pursuant to the Services Agreement between Customer and CallTower.

Customer hereby represents and agrees that such checking account is and will continue to be maintained primarily for business purposes.

Customer further agrees that it will maintain at all times sufficient balances in such account to allow CallTower and the Bank named below to charge such account for the amounts due from Customer to CallTower under the Services Agreement between Customer and CallTower.

Customer is attaching a blank copy of the Customer's check for reference purposes.

Depository Name (Financial Institution)	Branch	Branch Phone Number
Branch City		Branch State and Zip Code
ABA/Routing Number (Located between : : on bottom of check)		Financial Account Number
Company Corporation Name on Account		
Authorized Signature on Account (Please Print)		
Customer Authorized Signature		Date

DRAFT

Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____



calltower

Stay Connected. Stay Ahead.

Scope of Work For:

Bay Area Air Quality Management District
Microsoft Unified Communications Solution

Issued by:

TO Be Determined Implementation Project Manager

DATE: **3/01/23**

Table of Contents

1.0	Purpose	1
2.0	Roles and Responsibilities.....	1
2.1	CallTower Team [Add/Remove roles as needed]	1
2.2	[Customer] Team	1
3.0	Solution Purchased	1
3.1	Services	1
3.2	Hardware [Delete this section if not applicable]	2
3.3	Porting [Delete this section if not applicable]	2
3.4	Circuits [Delete this section if not applicable]	Error! Bookmark not defined.
3.5	On-Site Installation	Error! Bookmark not defined.
3.6	Characteristics of the Solution	3
4.0	Assumptions.....	5
4.1	Customer Expectations	5
5.0	Implementation Project Schedule	6
6.0	Scope Change Management	7
7.0	Implementation Costs and Expenses.....	7
8.0	Escalation Path.....	8
9.0	Solution Acceptance Criteria.....	8
10.0	Scope of Work Acknowledgement.....	8

1.0 Purpose

Bay Area Air Quality Management District has requirements for a single unified interface and an enterprise-wide hosted UC platform to connect, collaborate, and exchange information. The implementation of a company-wide hosted unified communications (UC) platform aims to improve collaboration, reduce operational costs, improve productivity, and enhance the ability of its workforce to support mission critical business processes.

The objective of this Implementation of Services Scope of Work is to define the implementation of a cost-effective, secure, and scalable hosted UC platform solution that supports the foundation for an enterprise-wide hosted UC solution. The Customer seeks to overcome the inefficiencies of disparate phone systems to increase communication between company employees and improve the effectiveness of provisioned telephony services.

2.0 Roles and Responsibilities

2.1 CallTower Team

CallTower Team			
Name	Role	Email	Phone
TBD	Project Manager		
Chris Le	Sales Representative	cle@calltower.com	818-721-8221
Geronimo Garcia	Solutions Architect	ggarcia@calltower.com	415-869-8974
Jessica Chavez Smith	Trainer	jchavez@calltower.com	385-715-3105
	Customer Success Manager		
	Support	support@calltower.com	800-347-5444

2.2 Bay Area Air Quality Management District Team

Bay Area Air Quality Management District Team			
Name	Role	Email	Phone

3.0 Solution Purchased

3.1 Services

As part of the solution, CallTower will provide the Services as stated in the Service Order provided as attachments to the signed Service Agreement. The Services will be provisioned and tested by CallTower.

Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s).

3.2 Hardware

As part of the solution, CallTower will provide the hardware as stated in the signed Service Agreement. Hardware provided by CallTower will be shipped directly to the Customer's location(s) prior to the Go-Live date. Hardware, equipment, and phones that are provided by CallTower will be pre-configured and tested by CallTower's Provisioning department. The Customer will be billed for all hardware and equipment beginning on the date it is shipped to the Customer's location(s).

3.3 Porting

Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request.

CallTower will submit the port request to the Customer's current carrier to obtain the Customer's phone numbers. This requires the Customer to submit a completed and signed Letter of Authorization (LOA) to CallTower. The LOA authorizes CallTower to act on the Customer's behalf to make a request to the existing telephone provider to obtain the Customer's numbers. This document requires such information as: name, address, telephone numbers to be ported, and an authorized signature.

The information on the LOA must **exactly** match the information on file with the Customer's current carrier. If any portion of the information does not match, the port will be rejected, fees will be incurred, a new port request must be submitted, and the porting timeline will start over.

To help assure a problem free and timely port, the Customer must provide proof of ownership to CallTower for the numbers to be ported. This is typically accomplished by providing a copy of the most recent phone bill or Customer Service Record (CSR). These bills or CSR cannot be more than 30 days old, must have an actual physical service address, and must show all phone numbers to be ported. The Customer should verify and double check the accuracy of the LOA before submitting it to CallTower, to avoid processing delays, rejected ports, fees, and implementation delay.

CallTower will do all that is reasonably possible, on the Customer's behalf, to port the numbers. However, CallTower is limited in what can be done if there is a problem on the losing carrier side, being this is an existing relationship between the Customer and the losing carrier.

Carriers may take up to 30 days to process a port request. If there is **any** discrepancy between the information in the port request and the information the losing carrier has on file, the port request will be rejected. The port request is resubmitted with the correct information and the porting process time starts over.

You may reference [CallTower's Porting Document](#) for more information about porting.

In addition, the following fees and penalties associated with porting may apply:

Extended or Pushed Port Date Fee

- Once a Port Request has been submitted, requests to extend or push out a port date will have a fee of \$7.00 per number and \$10.00 per case.
- However, if a request to extend or push out a port date is received five (5) full business days or less, prior to the scheduled port date, the pushed (new) port date will have a fee of \$75.00 per number and \$69.00 per case. When the request to push the port date is made less than five (5) full business days CallTower will do everything possible to push the port date. In some scenarios the request may be too late, and the numbers will still port on the original requested date.

Cancelled Porting Fees

- **Standard Port Cancellation Fee** – Once a Port Request has been submitted, requests to cancel a port will have a fee of \$7.00 per number and \$10.00 per case.
- **Expedited Cancellations** – If a request to cancel a port is received five (5) full business days or less, prior to the scheduled port date, the canceled port date will have a fee of \$75.00 per number and \$69.00 per case. When the request to cancel is made less than five (5) full business days CallTower will do everything possible to cancel the port. In some scenarios the request may be too late, and the numbers will still port on the original requested date.

New International DID's

- **Consecutive Number Fee**- There is a \$50 fee for consecutive number requests for international numbers.

3.4 Characteristics of the Solution

The services the Customer has purchased may have unique characteristics, restrictions, and key implementation responsibilities of the Customer, to ensure a successful and timely implementation of services. These items may include, but are not limited to the following:

Microsoft Teams Operator Connect

- CallTower Responsibilities
 - Porting all telephone numbers to be used with Operator Connect
 - Providing configuration information to be used to configure Operator Connect in the Office 365 administration portal.
 - Routing inbound calls to Microsoft's Teams platform and routing outbound calls from Microsoft's Teams platform to the PSTN.
 - Configuration of call routing, including Auto Attendants, Call Queues, and Conferencing as per agreed upon Client Workbook.

- Internal-only extension dialing can be configured to use 3-digit or 4-digit extensions, per agreement.

NOTE: The demarcation point for the Customer side of Operator Connect services is the edge of the CallTower network. For specific PSTN Voice and Call Completion related issues on Operator Connect CallTower will engage Microsoft Directly.

- **Customer Responsibilities**

- User configuration in Office 365 will continue to be the customer's responsibility. CallTower will only be responsible for the configuration of the Auto Attendants, Call Queues and DID Assignments only if Customer allows access to the MS Tenant for CallTower Connect to provision via Pro Services.
- Connectivity between clients (including phones) and Microsoft's Teams platform
- Device provisioning and setup
- Customer is responsible for engaging Microsoft support for non-Operator Connect issues or for Operator Connect issues happening beyond CallTower's established demarcation point. (Only customers who procure O365 licenses through CallTower may use CallTower as their Microsoft Support).
- Customer network setup in support of Teams (if necessary)
- Microsoft licensing for users and service accounts (Auto Attendants, Call Queues, etc.)

- **Customer's network setup and requirements**

- Customer's responsibility to ensure the network is setup, fully operational, and all wiring is complete. This includes adjustments of firewall settings - [MS Teams - CallTower Implementation - CallTower Solutions Center \(uc.solutions\)](#)
- VLANs – Traditional deployments of phone systems sometimes place telephones on a separate voice-only VLAN for segmentation and Quality of Service. Microsoft Teams works very differently by combining audio, video, instant messaging, presence, conferencing, and screen sharing, then spreads these modalities between a computer running the Teams client and sometimes an IP phone. Given this, CallTower recommends that Customers do not implement a separate VLAN for Teams traffic and instead place all Teams client machines (including phones) into the existing data VLAN. Direct access to the internet is the preferred configuration for Microsoft Teams.
- Bring Your Own Broadband (BYOB): Quality of Service (QoS) is greatly impacted by: LAN and WAN bandwidth, jitter, latency, packet loss, poor Internet connection, an inadequate router, and the Customer's network being improperly configured. Quality of Service (QoS) for the Customer's remote users will also be impacted by the items listed above.

- **Relationship to Customers O365:**

- All Teams users must have one of the following licenses:
 - Microsoft 365 Business plan and Teams Phone Standard license.
 - E1 or E3 plan and Teams Phone Standard license.
 - E5 plan (includes Teams Phone Standard license).

- Auto Attendant and Call Queues need a Phone Standard Resource license.
- Common Area phones can use the Common Area Phone license in O365.

- Conference room phones can use the Common Area Phone license. If a resource mailbox and calendar is associated with a conference room phone, we suggest the use of a Teams Meeting Room license in O365.
- If the Customer is currently using Microsoft for voice services, any number ports must be scheduled after hours for the Customer as additional routing in O365 needs to be done after the port completes.
- Billing will begin for all end users once their number is uploaded to the Microsoft tenant from CallTower's Connect portal.
- **CSP Customers:**
 - If CallTower is providing O365 licensing it is the customers responsibility to cancel all previous O365 license subscriptions from their previous provider to prevent duplicate billing
 - CallTower will handle Troubleshooting and Resolution, or Escalation with Microsoft of Customer Office 365 issues caused by Microsoft application or CallTower Operator Connect

Links to additional information:

Visit CallTower's website for more information on [Microsoft Teams](#).

Visit CallTower's website for more information on [Five9](#).

Visit CallTower's website for more information on [Microsoft Office 365](#).

Visit CallTower's website for more information on [CT Cloud Fax](#).

4.0 Assumptions

Outlined below are the assumptions made by CallTower for this implementation project:

- **Bay Area Air Quality Management District** is expected to be actively involved in the implementation process and will own certain tasks and deliverables that will facilitate the implementation process.
- **Bay Area Air Quality Management District** will participate in the kick-off call, scheduled weekly calls, and all other meetings and/or calls pertaining to this project.
- Some elements of implementation, training, and support services will be delivered remotely using conference calls and an online collaboration tool. Should travel be required, travel and expense costs will be billed to **Bay Area Air Quality Management District** separately.
- Other current, dependent project scopes will be held constant, preventing changes from impacting the progress and schedule.
- Universal changes will only be made to the extent that they are needed to support product-specific requirements related to the scope of this launch. Changes not needed to support the signed sales agreement are deemed out of scope.

4.1 Customer Expectations

Outlined below are the requirements that **Bay Area Air Quality Management District** will be expected to complete. Additional items may be identified by CallTower's Implementation Project Manager.

Additional items will be managed via the Master Project Plan.

- Ensure that location(s) are ready for the agreed upon Go-Live date
- Ensure the Customer's Admin(s) and End-Users attend and complete all required training(s)
- Complete and provide CallTower with the Client Workbook
- Provide CallTower with proof of ownership for the numbers to be ported. This is typically accomplished by providing the most recent phone bill or Customer Service Record (CSR). These cannot be more than 30 days old, must have an actual physical service address, and must show all phone numbers to be ported.
- Assume responsibility for cabling, rack space or approved placement of CallTower hardware
- Assume responsibility for providing, managing, and supporting their own firewall, if the CallTower provided circuit will be used to provide Internet access
- Assume responsibility for the placement and connection of phones
- Provide any necessary audio files including audio for any auto attendant(s), hunt groups, response groups, and/or hold music
- Responsible to configure or implement required network and firewall changes, as directed by CallTower's Implementation Project Manager (IPM)
- Assume responsibility for adding internal and external DNS SRV records

5.0 Implementation Project Schedule

The project schedule is based on the current knowns at the time of this document creation date. Any updates or adjustments to individual dates or the overall project schedule will be managed via the Master Project Plan.

Implementation Milestones:

Milestone	Date
Project Kick-Off Call	3/01/23
SOW Sign-Off	3/15/23
Training Sessions	4/17/23
Solution Build Complete	4/17/23
User Acceptance Testing	4/20/23
Go-Live Readiness Assessment / Solution Signoff	4/21/23
Go-Live Event & Support	5/01/23
Burn-In Period	5/01/23
Transition to Support & Acct Management	5/19/23

Phase [2,3,4...]: Location(s): [Location Name(s)]

Milestone	Date
Training Sessions	TBD
User Acceptance Testing	TBD
Go-Live Readiness Assessment / Solution Signoff	TBD
Go-Live Event & Support	TBD
Burn-In Period	TBD
Transition to Support & Acct Management	TBD

6.0 Scope Change Management

After the original scope of work is agreed upon, an MPOC may decide that the original scope does not best represent his or her definition for the finished project. Accordingly, the Customer will suggest a change to the original scope of the project. Whenever the Customer wants to alter the scope, duration, or budget of the project a change order request will need to be submitted. This allows all parties to consider the consequences of that change on the rest of the project. Fees and/or penalties may apply for any change order.

Change Management Process Steps:

Step 1: An MPOC will need to submit a change order request. This is typically done by sending an email to the CallTower Project Manager. The email will need to explain the requested change and the reason for the change. The project manager will then determine if the situation can be resolved with corrective action that would not change the project plan or any of its components.

Step 2: If corrective action fails or is not an option, the project manager will analyze the change order request and make their recommendation for approval or rejection of the request.

Step 3: The project manager's analysis of the change order request will then be sent to the necessary parties for approval or rejection of the request.

Step 4: The Customer will then decide whether to approve or reject the change order request and the consequences.

Step 5: Once the change request is approved the project manager will implement it by changing the project budget, schedule and scope as necessary.

7.0 Implementation Costs and Expenses

CallTower has estimated the time and materials (T&M) required for our Implementation Project Manager (IPM) on a standard implementation of the Customer's contracted services. Those anticipated T&M expenses for this standard implementation are included in the cost of the services. CallTower's IPM will strive to manage the implementation of services within the anticipated T&M costs.

This Implementation Project will commence with the project kick-off call, on 3/01/23, and will conclude on or before 5/19/23.

*The Implementation Project Start Date is dependent on submission of the Customer's Order and all required paperwork, Order Processing, receipt of Customer's Security Deposit, and the assignment of an IPM to the Customer's Account.

The IPM will use their best-efforts to prevent implementation budget overrun of T&M. However, the Customer's engagement, responsiveness, accuracy, and commitment will have a direct impact on the Project's deliverables, dependencies, and timelines. Such factors could include but are not limited to: extended, delayed, or on-hold implementations, or added project time due to pending work or tasks that are delayed or are dependent on information and/or other pending work or tasks; missed or pushed dates;

incurring penalty fees; timely delivery of correct and accurate information to avoid rejections, extension of time, and penalty fees; and a project and/or budget overrun on the planned project management time of the IPM.

- Fees and penalties incurred by missed or pushed dates due to the Customer's actions or inaction, or for incomplete or inaccurate information will be assessed to the Customer's account.
- Implementation projects that are delayed or extended beyond the stated Conclusion Date of the Project, *due solely to the fault of the customer*, will be billed fifty percent (50%) of the contracted services on the next billing cycle. If the project is delayed more than sixty (60) days beyond the stated conclusion date, the customer will be charged the full MRR of the Service Agreement and/or specific Service Order.
- Implementation projects that are put on hold will incur an "On-Hold Fee" equal to the pro-rated daily amount of fifty percent (50%) of the contracted services for all days on hold, which shall commence immediately and shall be due on the first (1st) day of each month until the Customer is ready to resume implementation or provides the required information or deliverables to resume implementation.
- The Customer will be billed for all hardware beginning on the date it is shipped to the Customer's location(s).
- Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s).

8.0 Escalation Path

Customers are encouraged to escalate any issues they believe are not being handled appropriately to Client Services Implementation Management. Customers are encouraged to use the following URL to ensure they have the most current information. <https://www.calltower.com/support/escalation-paths/>

9.0 Solution Acceptance Criteria

The IPM will review the solution implemented with the Customer to verify all services have been delivered. The Customer will confirm the delivery of those services, and that testing, and/or the use of the services has verified their proper functionality. If any services have not been delivered or are not operating per design, the Customer should address those outstanding items with the IPM.

Once the Customer has confirmed and accepted delivery of the implemented solution, the Customer will be officially handed off to CallTower's Support department for all future support and assistance.

Following the Customer's transition to CallTower's Support department, the IPM will close out the Implementation Project. Refer to this link for CallTower's Client Support Plan.

<https://www.calltower.com/support/client-support-plan/>

10.0 Scope of Work Acknowledgement

On behalf of **Bay Area Air Quality Management District** I acknowledge that the requirements as documented in this document constitute the requirements that the CallTower solution must deliver to meet the business and technical requirements of **Bay Area Air Quality Management District**.

Further, I acknowledge that the project milestones listed for this engagement are based on the level of effort to configure, implement, and deploy the requirements as documented. I understand that should additional requirements be uncovered, that their inclusion will be subject to written agreement by both parties as this will constitute a change of scope which may have material impact on the listed project milestone dates, including desired go-live date.

My signature constitutes acknowledgement of the assumptions, expectations, requirements, scope, potential fees, and project milestones for this engagement as outlined in this document.

Acknowledgement Agreement	
Name:	
Title:	
Signature:	
Date:	

DRAFT

ADDENDUM

Modifications from Standard Agreement in Bold and Italic

This Addendum is entered between CallTower, Inc. ("CallTower") and Bay Area Air Quality Management District ("Customer") and amends the Service Agreement (the "Services Agreement" or "Agreement") (Quote Number: #1026969) between the Parties.

Section 4 (Existing)

Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s).

Section 4 (Revised)

Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s). ***The total maximum cost of this Agreement shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00).***

Section 8 (Existing)

Customer will comply with CallTower's Terms of Use as posted on CallTower's website.

Section 8 (Revised)

Customer will comply with CallTower's Terms of Use ***hereto as Exhibit A as posted on CallTower's website.***

Section 15 (Existing)

Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") posted on CallTower's web site; provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not reestablished to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.

Section 15 (Revised)

Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") ***hereto as Exhibit B posted on CallTower's web site;*** provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not reestablished to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.

Section 20 (Existing)

With the exception of CallTower's enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in Salt Lake City, Utah administered by the American Arbitration Association ("AAA") and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.

Section 20 (Revised)

With the exception of CallTower’s enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in *San Francisco, California Salt Lake City, Utah* administered by the American Arbitration Association (“AAA”) and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.

Section 24 (Existing)

This Agreement shall be governed by the laws of the State of Utah (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Section 24 (Revised)

This Agreement shall be governed by the laws of the State of *California Utah* (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

CallTower and the Customer each agree that the signatories to this Addendum have the authority to sign and bind their respective companies as of the date below.

MetLife Legal Plans

CallTower, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

CallTower, Inc Terms of Use for Customers.

CallTower, Inc. Terms of Use include porting numbers, Emergency Calling, Liability, Intellectual Property Rights and Customer Representations, Warranties, Call Recording and SMS.

Porting Numbers To CallTower

By submitting to CallTower Inc. (“CallTower”) the Number Portability Authorization Form or providing a voice authorization for the port (“Port Authorization”) Customer a) authorizes CallTower to sign on Customer’s behalf and in Customer’s name forms of authority to Customer’s current vendor of telecommunications services (“Vendor”) to transfer Customer’s number into CallTower’s name; b) authorizes Customer’s current Vendor to transfer to CallTower Customer’s number; c) authorizes CallTower to disclose information in the Port Authorization to other Vendors in the event of dispute over porting to CallTower; and d) will remain responsible for all amounts owing to Customer’s current Vendor for any services it supplies to Customer.

If Customer has signed a Port Authorization to port a number to CallTower from Customer’s current Vendor, CallTower will use all reasonable efforts to port Customer’s number on or before the requested cut over date but will have no liability to Customer for any delays in porting.

Customer is responsible for any charges imposed by Customer’s current Vendor in relation to unsuccessful or rejected port requests due to insufficient or incorrect information on the Port Authorization form, concurrent competing porting requests in relation to Customer’s number or if Customer terminates the services with Customer’s current Vendor before CallTower transfers Customer’s number.

Third-Party Termination Fees or Penalties

CallTower expressly disclaims any liability for termination fees or penalties imposed against Customer by any third party as a result of Customer’s decision to terminate any third party product or service (such as Local or Long Distance Connectivity).

Emergency Calling

Customer acknowledges that the emergency calling services (Enhanced 911 and Basic 911, described in further detail below) provided by CallTower differ from traditional 911 service because the CallTower emergency calling services rely on the continuous availability of commercial (or backup) power and the continuous availability of Customer’s broadband connection.

Enhanced 911 (“E911”).

CallTower provides E911 service where available. Where E911 service is not yet supported by CallTower’s third-party E911 service provider, CallTower provides basic 911 services, as described below. E911 service is designed to provide both Automatic Number Identification (the calling party’s phone number) and Automatic Location Information (the physical address) to the emergency services operator at the Public Safety Answering Point (PSAP). Customer acknowledges that CallTower’s E911 service will only function properly if Customer inputs (and where applicable, updates) the physical location(s) (“Registered Location”) of all IP telephone equipment used with Customer’s service.

Basic 911.

In U.S. locations where E911 services are not available through CallTower's third-party E911 service provider, CallTower provides a Basic 911 service. The principal difference between Basic 911 services and E911 service is that the former relies on the caller to orally provide location information to the emergency services operator. Additional information regarding the differences between Basic 911 and E911 is available at <http://www.nena.org>. When 911 is dialed, the call is routed from the CallTower network to a third-party 911 service provider. The third-party service provider obtains location information from the caller and connects the call to the geographically appropriate PSAP. Customer acknowledges that in certain areas, the PSAP may not have Customer's address and location information on hand and the caller may be required to verbally communicate the location and type of emergency to the 911 operator.

Customer Responsibilities in Connection with Emergency Calling Services

Customer shall take appropriate measures to advise its employees, visitors and other persons who may use Rental CPE to call 911, that emergency calling will not function properly in certain circumstances. Those circumstances include, but are not limited to, a loss of commercial power, a broadband connection outage, or the Customer's failure to furnish or to update address information to CallTower or to CallTower's third-party service provider(s).

Customer shall provide, via the interfaces and methods furnished by CallTower, (and where applicable, update) the Registered Location(s) of all phone(s) (including Soft Phones).

Starting in February of 2020, additional requirements for emergency services calls went into effect as a result of Kari's Law and the Ray Baum Act. For more information on how CallTower meets these requirements, and customer responsibilities under these requirements, please

see [https://www.uc.solutions/Connect/Connect_Admin/001Getting_Started/Kari's Law Compliance](https://www.uc.solutions/Connect/Connect_Admin/001Getting_Started/Kari's_Law_Compliance)

Soft Phone 911 Calling

The CallTower Soft Phone application can be used to access emergency calling services. The user will be prompted to provide CallTower with the physical location of the Soft Phone via the log-in screen. Depending on the caller's location, and upon the current availability of E911 services from CallTower's third-party provider(s), the call may be routed as either an E911 call or a Basic 911 call.

Limitation of Liability

Customer acknowledges that CallTower relies on Customer to provide and, where applicable, to update the Registered Location information for IP telephones (including Soft Phones) used in conjunction with CallTower Services. Customer further acknowledges that Customer-provided information regarding the Registered Location of Customer's IP telephones is used by CallTower and its third-party service providers to update 911 call routing tables and to provide information regarding the calling party phone number and/or address to emergency service personnel. Accordingly, CallTower and its third party provider(s) disclaim any and all liability or responsibility in the event Customer-provided Registered Location information is inaccurate or out of date. Neither CallTower nor its officers or employees may be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of CallTower. Customer agrees to indemnify and hold harmless CallTower and its third party providers from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or incorrect information provided to CallTower in connection therewith.

Toll Fraud Disclaimer

The Services, as defined in the Service Agreement, have been designed to be reasonably secure from unauthorized usage and intrusions. However, the Services are not invulnerable to fraud or hacking. CallTower disclaims any express or implied warranty that the Services are technically immune from or prevent fraudulent intrusions into and/or unauthorized use of the Services (including its interconnection to long distance networks). Customer is hereby warned that fraudulent use of the Services, including but not limited to Direct Inward System Access (“DISA”), auto-attendant, voice mail, 800 and 900 services, and 10-10xxx (otherwise known as dial-around services) is possible. CallTower makes no express or implied warranty against such fraud or hacking, and will not be responsible for consequential, incidental or special costs, including, without limiting the generality of same, telephone line charges resulting from such activity.

Confidentiality

Confidential Information means any confidential, trade secret or other proprietary information disclosed by one party to the other under this Agreement, including, but not limited to, all submissions of ideas or concepts relating to the Services from Customer to CallTower and all Customer content. Confidential Information shall not include any information which: (i) is in the public domain or known in the industry at the time disclosed by the disclosing party, or enters the public domain or becomes known in the industry after disclosure other than by a breach of the receiving party’s obligations hereunder; (ii) is known by the receiving party prior to its receipt from the disclosing party; or (iii) is rightfully obtained by the receiving party from a third party without obligation of confidentiality.

Protection of Confidential Information

The receiving party shall: (i) not disclose the Confidential Information to any third party, except in the case of CallTower, as necessary for CallTower to deliver the Services; (ii) not use the Confidential Information except for purposes of performing under the Services Agreement; and (iii) take steps consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of the Confidential Information; provided, however, that either party may disclose confidential information if required by court order. The receiving party shall promptly notify the disclosing party of any actual or suspected loss or unauthorized use, disclosure of or access to the disclosing party’s Confidential Information of which it becomes aware and take all steps reasonably requested by the disclosing party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.

The terms of the Services Agreement are the Confidential Information of both parties, which may be disclosed by a party, only to the extent reasonably necessary, to its legal and financial advisors and to subcontractors or other third parties that will be providing services in connection with the Services Agreement and who are under an obligation to protect the confidentiality of the Confidential Information

Intellectual Property Rights

CallTower, its vendors and licensors, shall retain all right, title and interest in and to all intellectual property in CallTower’s work product, Confidential Information, or other proprietary information, the Services, CallTower’s products (including the CallTower software used to operate the Services), any creative content developed by CallTower or its contractors, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, comprising, embodied in, or practiced in connection with the Services provided by CallTower hereunder, excluding only Customer’s Confidential Information. Customer is expressly prohibited from sublicensing, selling, renting, or leasing the Services or CallTower software to any third party, or otherwise making available to third parties the Services or CallTower software. Customer agrees not to disassemble, decompile, reverse engineer or make any other attempt by any means to discover or obtain the source code for the Services or the CallTower software.

Customer Representations and Warranties

Customer represents and warrants to CallTower that, as of the date of the Services Agreement and at all times during the term of the Services Agreement: (i) all Customer content provided to CallTower is true and correct in all material respects; (ii) Customer has the right to furnish the Customer content to CallTower for the purposes contemplated hereunder; (iii) Customer will use the Services in a manner consistent with all applicable laws, regulations, ordinances, and rules, including, but not limited to, these Terms of Use; (iv) Customer is not misusing the Services; and (v) Customer is not violating the obligation to protect or not disclose CallTower's Confidential Information, and has not disclosed the terms of the Services Agreement except as permitted pursuant to the Services Agreement or these Terms of Use.

Customer further represents and warrants to CallTower that it will provide its own IT resources possessing the requisite knowledge of the Customer's network, telecommunications infrastructure, and PC-client environment necessary to support the CallTower service implementation and to work with CallTower to provide onsite Customer-premise support and troubleshooting under the direction of CallTower as needed pre- and post-install. Customer acknowledges and agrees that it will be fully responsible for all compensation, fees, charges, and related costs, for said Customer's resources and under no circumstances will CallTower be liable for the same.

Service Order is a collection of Services delivered by CallTower which may include Services through partners. Pricing on these Services may be adjusted from time to time and will not exceed an increase of ten percent (10%) of the then current existing Service Order. If price increase of the then current existing Service Order is greater than ten percent (10%), Customer may terminate the impacted services without penalty with 60 days written notice to CallTower.

CallTower's Unlimited Calling or Unlimited Minutes US 48, HI, Canada offerings referred to as "Unlimited Services" offer unlimited outbound (1+) usage are for reasonable business use, and any use in excess of two times (2x) the average monthly usage of all CallTower customers using the same Services shall be presumed to be unreasonable. In the event of Customer's unreasonable business use of such Unlimited Services, CallTower may in its sole discretion (a) place reasonable limitations or restrictions on Customer's use of such Unlimited Services; and/or (b) suspend or terminate the Services provided to Customer. "Unlimited Services" means unlimited usage, including without limitation unlimited minutes, calling destinations and call queues.

CallTower's Limited Warranty

CallTower warrants the CallTower Services will substantially conform to the applicable specification during the term of the applicable Service Order. CallTower's sole obligation under this warranty and the sole and exclusive remedy of the Customer under this warranty is limited to reperformance of the applicable services. CallTower shall not be responsible for any defect or damage resulting from the mishandling, abuse, misuse, improper storage, accident, negligence, theft, vandalism, fire, water or other peril beyond the control of CallTower, or because of conditions outside of environmental specifications, including but not limited to wiring, electrical power, temperature, humidity or dust, or from causes other than normal use; or due to improper installation by someone other than CallTower, its employees or agents.

Limitations on CallTower's Warranty.

CallTower's limited warranty set forth above shall not apply to any non-conformities which are the result of Customer customizations, enhancements or modifications of the Services with third party software, hardware or firmware, including CPE, not provided by or authorized by CallTower or approved by CallTower in writing. Examples of limitations on CallTower's warranty include, but are not limited to: Hardware and services utilizing hardware not found on CallTower's list of certified equipment.

CallTower services residing behind Customer-managed routers or switches, or behind a wireless network even if using an approved wireless device.

Third-party systems or software interfacing with or otherwise utilizing the CallTower network via an analog or Session Initiation Protocol (SIP) interface. Such interfaces represent CallTower's point of demarcation. CallTower does not support all analog and SIP interface configurations and reserves the right to decline interfaces to third-party systems and software.

The Customer is fully responsible for its data network, including its firewalls. CallTower does not guarantee data bandwidth or throughput delivered by Tier 1 partners such as, but not limited to, Sprint, Level3, XO, and TW Telecom.

Disclaimer.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CALLTOWER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CALLTOWER EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH CALLTOWER'S COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. CALLTOWER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.

Limitation of Liability and Damages

LIMITATION OF LIABILITY.

CALLTOWER WILL NOT BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM THE LOSS, CORRUPTION OR ERASURE OF DATA, THE CONTENT OF THE INFORMATION PASSING THROUGH CALLTOWER'S COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET, ANY INABILITY TO ACCESS THE INTERNET, OR INABILITY TO TRANSMIT OR RECEIVE INFORMATION, DUE TO CAUSES SUCH AS, BUT NOT LIMITED TO, CUSTOMER'S EQUIPMENT CAPABILITIES, TELECOMMUNICATIONS FAILURES OR INTERNET SERVICE PROVIDER LIMITATIONS. CALLTOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR UNAUTHORIZED DISSEMINATION OF CUSTOMER CONTENT OR CUSTOMER DATA, WHETHER AS A RESULT OF DEFECT OF DATA SECURITY, MISAPPROPRIATION OR MISUSE OF PASSWORDS, OR ANY OTHER CAUSE WHATSOEVER, AND CUSTOMER ASSUMES ALL SUCH RISK OF UNAUTHORIZED DISSEMINATION OF INFORMATION STORED AND TRANSMITTED ON THE INTERNET. THIS LIMITATION SHALL NOT APPLY TO ANY LOSS OR DAMAGE CAUSED AS A RESULT OF CALLTOWER'S, INCLUDING ITS EMPLOYEES AND AGENTS, GROSSLY NEGLIGENT ACTS OR INTENTIONAL MISCONDUCT OR OMISSIONS.

LIMITATION OF DAMAGES.

IN NO EVENT WILL CALLTOWER BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, EVEN IF CALLTOWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE BASED ON A WARRANTY, CONTRACT, OR TORT ACTION OR CLAIM OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL CALLTOWER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO CALLTOWER DURING THE SIX MONTH PERIOD PRIOR TO ANY EVENT GIVING RISE TO LIABILITY HEREUNDER.

DRAFT

EXHIBIT B

Comprehensive details on CallTower's Customer Service Level Agreements, including scheduled maintenance windows for solution updates.

Scheduled Maintenance

At its election, CallTower may schedule maintenance during a standard maintenance window on the third Friday of every month from 10:00 PM to 4:00 AM Mountain Time and will provide Customer with a 1-week notice of all scheduled maintenance; notice of Scheduled Maintenance shall be provided to Customer's designated point of contact by a method elected by CallTower including telephone, email, fax, or pager. CallTower may schedule a weekly certificate upload every Friday at 12:00 AM Mountain Time on the Skype for Business platform. This process has no customer impact and services remain functional during the upload. Such service unavailability shall not be considered a factor in determining Service Level Availability.

Service Level Availability Process

If Customer opens a trouble ticket with CallTower Customer Support within 3 days of Customer's failure to access CallTower's Service, and CallTower determines in its reasonable commercial judgment that the Service is unavailable due to an outage caused solely by the items of the Service managed by CallTower, that Service interruption will be used to calculate Service unavailability to determine the remedies provided below.

Service shall be deemed by CallTower to be unavailable if CallTower's servers are not responding to hypertext transfer protocol (HTTP) requests, or CallTower Services are not responding to telephone calls received through the public switched telephone network (PSTN); CallTower's records and data shall be the basis for all Service availability calculations and determinations. Unavailability of CallTower's Service due to (a) acts or omissions by the Customer, its agents or any user of the Service authorized by Customer; (b) Customer power outage; (c) network unavailability or interruption external to the CallTower data center or outages resulting from services from Tier 1 partners such as, but not limited to, Sprint, Level3, XO, and Windstream, even if contracted by CallTower for the benefit of Customer; (d) scheduled maintenance; (e) interruptions relating to account codes, client network connections and environment, client Outlook, and DNS services; (f) external network connection interruption by a third party even when contracted by CallTower on behalf of Customer; (g) connections brought down by any company or individual (including Customer) outside of CallTower; (h) Customer's applications, equipment, or facilities or (i) events of Force Majeure shall not be deemed Service unavailability for the purpose of these Service Level Agreements. Where CallTower deliver its Services over the Internet (outside a private network) to offices or individual users CallTower cannot guarantee availability and are thus expressly excluded from these Service Level Agreements. For purposes hereof, "Events of Force Majeure" means an event of war, act of terrorism, riot, explosion, fire, flood, earthquake, acts of God, freight embargo, or act of governmental authority that renders CallTower unable to make the Service unavailable.

Service Level Agreements

CallTower's Service guarantee ensures that Customers receive the following levels of Service:

Service Level Commitment For Voice Services

99.95% uptime in any calendar month

Service Level Commitment For Voice Messaging Services

99.95% uptime in any calendar month

Availability Guarantee

CallTower's Availability Guarantee declares that the specified CallTower Service (Voice and Messaging services) will be available 99.95% of the time. If CallTower fails to meet this Guarantee during any given calendar month, Customer's account is eligible to be credited for the value of the affected service.

Compensation

At Customer's request, the prorated charges will be in the amount of one day of the value of the affected CallTower Service for each cumulative hour of Service unavailability that falls below the SLA of 99.95%

Updated October 2021

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: April 5, 2023

Re: Authorization to Amend Contract with Pick-n-Pull, Clean Cars for All Program
Dismantler

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the Air District contract with Pick-n-Pull to include an additional \$200,000 to continue vehicle inspection and dismantling services for the Clean Cars for All program.

BACKGROUND

The Air District's Clean Cars For All (CCFA) program provides incentives to qualifying low income households (up to 400% of the Federal Poverty Level) to retire older, high-polluting vehicles and replace them with a newer, cleaner vehicle or with mobility options (e.g. public transit and electric bicycles). Participants may purchase or lease a new or used hybrid electric vehicle, plug-in-hybrid electric vehicle (PHEV), battery electric vehicle (BEV), or fuel-cell electric vehicle. A rebate to install a home charger or to purchase a portable charger is available for participants that purchase a PHEV or BEV through CCFA. Participants that don't want a clean vehicle may opt to retire their vehicle in exchange for funding for public transit and/or an electric bicycle and accessories. The Program reduces criteria pollutants and greenhouse gas emissions throughout the Bay Area and supports the goal of equitable access to electric vehicles and clean transportation.

The CCFA program began in March 2019 and has received \$45 million in funding to date. Over 5,450 applications have been received and 3,789 awards have been made totaling over \$31 million. Funding for the program comes from a combination of the state's Cap-and-Trade program or California Climate Investments, Air Quality Improvement Program, Volkswagen Mitigation settlement fund and the Air District's Transportation Fund for Clean Air (TFCA) funds. The Air District will be receiving an additional \$28 million in funding from the California Air Resources Board (CARB) in 2023 to continue and expand the program.

DISCUSSION

CARB guidance and Title 13, California Code of Regulations, section 2624 requires the Air District to use dismantlers under contract with the California Bureau of Automotive Repair (BAR) to scrap the old vehicles retired through the CCFA program. The Bay Area currently has three BAR-approved dismantlers: Pick-n-Pull, Infinity Salvage, and Fernandes Auto Wrecking & Towing. Pick-n-Pull has five BAR approved-dismantler locations across the Bay Area and processes the majority of the vehicles retired through the CCFA program. The Air District currently has contracts with both BAR approved dismantlers that will expire on June 30, 2023. The current Pick-n-Pull contract was executed on May 30, 2019 with a total value of \$125,000. Pick-n-Pull receives \$49 for each vehicle that it inspects and dismantles through CCFA. Given current and future CCFA funding levels, staff estimate the need to dismantle between 3,000 and 4,000 additional vehicles. Staff recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with Pick-n-Pull to include an additional \$200,000 to continue providing inspection and dismantler services for the CCFA program.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes “pass-through” funds to grantees on a reimbursement basis. Administrative costs for the CCFA program are provided by the funding sources and cover the dismantler costs for the program. The proposed \$200,000 in dismantler services will be paid for from existing CARB CCFA program grant administrative funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Anthony Fournier

ATTACHMENTS:

1. Executed Contract Agreement - Contract No. 2019.031
2. Proposed Draft Contract Amendment No. 5 - Contract No. 2019.031

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2019.031

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 **Pick-n-Pull Auto Dismantlers** (“CONTRACTOR”) whose address is 10850 Gold Center Drive, Suite 325, Rancho Cordova, CA 95670.

2. **RECITALS**
 - A. On June 23, 2016, the California Air Resources Board (CARB) adopted the Fiscal Year 2016-17 Funding Plan for Low Carbon Transportation and Fuels Investments and the Air Quality Improvement Program appropriating \$5 million for the Enhanced Fleet Modernization Program (“EFMP Plus-up Program,” “Clean Cars for All” or “Program”) for DISTRICT to achieve significant emissions reductions by incentivizing eligible lower-income Bay Area residents living in or near disadvantaged communities to replace their older, high-emitting vehicles with newer, cleaner and more fuel-efficient vehicles or an alternative transportation option.
 - B. DISTRICT implements the Program in the San Francisco Bay Area in accordance with:
 - i) California Health and Safety Code (HSC), Sections 44125 through 44126;
 - ii) California Code of Regulations (CCR), Title 13, Chapter 13, Article 2, Sections 2620 through 2630;
 - iii) Fiscal Year 2016-17 Funding Plan for Low Carbon Transportation and Fuels Investments and the Air Quality Improvement Program (Funding Plan); and
 - iv) EFMP Plus-Up Pilot Project Requirements
 - C. Under the Program, a vehicle owner (“Participant”) applies to DISTRICT for funding of a vehicle replacement or alternative transportation option. If Participant’s application is approved, DISTRICT notifies Participant to go to CONTRACTOR for a pre-inspection of the vehicle being retired. CONTRACTOR performs a pre-inspection of the vehicle to be retired and notifies DISTRICT of pre-inspection results. If the pre-inspection passes and DISTRICT approves an award, then Participant can purchase or lease a replacement vehicle or select an alternative transportation option. After the replacement option has been selected, Participant will bring the vehicle to be retired to CONTRACTOR for a post-inspection. CONTRACTOR will notify DISTRICT of post-inspection results and scrap the vehicle.
 - D. DISTRICT has contracted with GRID Alternatives (“Case Manager”) to provide Case Management support to Participants.
 - E. CONTRACTOR has been selected as one of two contractors authorized to scrap cars under DISTRICT’s Clean Cars for All (CCFA) Program. The DISTRICT has allocated up to \$44,000 to scrap cars under the CCFA Program.
 - F. DISTRICT has not allocated specific amounts separately to each contractor and will expend funds for scrapping as it receives invoices under this Contract and under contracts with other authorized CCFA contractors.
 - G. 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 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.
 - D. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - E. 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 February 1, 2019 to June 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 maximum amount available to CONTRACTOR 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.
 - 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 - CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of CONTRACTOR), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Contract by CONTRACTOR, its employees, subcontractors, or agents.
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 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: Tin Le, or via e-mail to tle@baaqmd.gov.
 - 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 the sum derived by multiplying the number of vehicles scrapped under this Contract by the per vehicle price specified in Attachment B.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to the sum derived by multiplying the number of vehicles scrapped under this Contract by the per vehicle price specified in Attachment B. 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: Ranyee Chiang

Pick-n-Pull Auto Dismantlers
 10850 Gold Center Drive, Suite 325
 Rancho Cordova, CA 95670
 Attn: Ronald Terry

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

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
 - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR’s officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR’s expense, but at DISTRICT’s option and in any event under DISTRICT’s control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
 - F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District) and California Climate Investments. 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, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. 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. DUPLICATE EXECUTION – This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
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 to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
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.

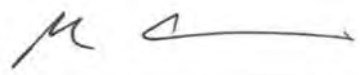
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

INFINITY AUTO SALVAGE

By: 

Jack P. Broadbent
Executive Officer/APCO

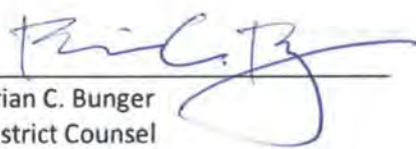
By: 

Mark Carnesecca
Vice President of Vehicle Purchasing

Date: 5/30/19

Date: 5/24/19

Approved as to form:
District Counsel

By: 

Brian C. Bunger
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR shall perform inspections of vehicles that participate in the Clean Cars for All Program (CCFA Program) and scrap eligible vehicles per the requirements in this Contract. DISTRICT will not reimburse CONTRACTOR for the overhead associated with scrapped vehicles, if such vehicle fails to meet the following requirements:

A. Vehicle Eligibility Requirements

All vehicles scrapped as a part of CCFA Program shall meet the minimum retired eligibility requirements per California Code of Regulations (CCR), Title 13, Chapter 13, Article 2, Section 2624, attached hereto as Attachment C. In addition, CONTRACTOR shall only scrap vehicles meeting the following status requirements:

1. The vehicle must be a 2004 model year or older diesel or gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight or less.

B. Vehicle Inspections

CONTRACTOR shall perform a pre-inspection and post-inspection of the vehicles that participate in the Clean Cars for All Program and only scrap vehicles meeting the following requirements:

1. The vehicle must be driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility.
2. CONTRACTOR shall complete the following functional test during the pre-inspection and post inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
Insert key, vehicle engine must start using keyed ignition system. In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries. The vehicle shall be driven forward for a minimum of 25 feet under its own power. The vehicle shall be driven in reverse for a minimum of 25 feet under its own power.
3. Vehicles failing the functional test during a pre-inspection may be retested by CONTRACTOR for compliance with these requirements provided the vehicle has traveled a minimum of 10 miles subsequent to the failure determination or DISTRICT has approved of the retest.
4. Upon completion of the pre-inspection and post-inspection, CONTRACTOR will submit an inspection report to DISTRICT within 2 business days of completion.
5. The inspections and functional tests must be performed by a DISTRICT-approved inspector and conducted on-site at CONTRACTOR's yard.

C. CONTRACTOR Requirements

1. CONTRACTOR must either be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes, and the regulations of the DMV, for the purpose of vehicle disposal after purchase; or have a binding agreement with a duly authorized auto dismantler, for the purpose of vehicle disposal after purchase.
2. At least thirty (30) days prior to commencing operations as a Program contractor, CONTRACTOR shall provide the DISTRICT, in writing, on forms provided by the DISTRICT, information demonstrating the ability to comply with all provisions of Program. This

information must include contractor's name and business address; licensed auto dismantler name and business address; a written statement from the auto dismantler under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.

3. CONTRACTOR is required to contract with a DISTRICT approved inspection entity, to provide inspection services to perform the vehicle functional and equipment eligibility inspection specified in Section B, on-site at CONTRACTOR's yard if CONTRACTOR is unable to or chooses not to be approved by DISTRICT to perform this function.
4. CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional test requirements. The vehicle registration eligibility will be determined by DISTRICT and confirmed by CONTRACTOR during inspections.
5. During inspections specified in Section B, CONTRACTOR must verify that the person delivering the vehicle for inspections is the owner or an authorized representative of the legal owner, properly empowered to submit vehicle to be scrapped.
6. A vehicle purchased as part of the Program, must be permanently destroyed by CONTRACTOR, or CONTRACTOR's duly contracted dismantler, within ninety (90) days of the date it is submitted to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
7. The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by a licensed auto dismantler for the purposes of dismantling.
8. All vehicles must be confined in a holding area separate from other vehicles procured by CONTRACTOR until they are permanently destroyed.
9. All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.
10. CONTRACTOR must cooperate with any inspections of the facilities, and review of CONTRACTOR's operation of the program as requested by the DISTRICT or CARB. These inspections can include audits of the required program documentation.

D. Parts Recycling and Resale

1. CONTRACTOR may separate ferrous and non-ferrous metals prior to retiring vehicles. CONTRACTOR may not separate parts for recoring or rebuilding. CONTRACTOR, its agents, subcontractors, or employees shall not remove any parts from vehicles for resale or reuse, except tires, batteries, camper shells, and audio equipment.

E. Advertising

1. CONTRACTOR is encouraged to advertise for or otherwise attract participants who qualify for Program. CONTRACTOR must get DISTRICT approval prior to doing any advertising.
2. CONTRACTOR will use the DISTRICT's approved logos and California Climate Investment logos on any printed material for public distribution. All uses of the DISTRICT's logo must be pre-approved for use by DISTRICT staff.

3. CONTRACTOR will credit the California Climate Investments as the funding source for the Program in any related articles, news releases, or other publicity materials. All advertising materials, information packages, and any other materials provided to media, to the public, or to vehicle sellers require prior approval by the DISTRICT.
4. Any advertising conducted by CONTRACTOR for the purpose of recruiting vehicle owners to sell their vehicles into the Program shall contain clear and prominent language stating that participation in the Program is completely voluntary; and shall not contain any language stating or implying that the Program is anything but voluntary for the vehicle seller.

F. Records, Auditing and Enforcement

1. The following requirements for records, auditing, and enforcement shall be met:
 - (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Program:
 - (1) Vehicle Identification Number (VIN)
 - (2) Vehicle license plate number
 - (3) Vehicle make and model year
 - (4) Vehicle odometer reading
 - (5) Name, address and phone number of legal owner scrapping vehicle with CONTRACTOR
 - (6) Name and business address of inspector conducting the vehicle's eligibility inspection, if CONTRACTOR contracts with a DISTRICT-approved inspection entity to perform the vehicle functional and equipment eligibility inspection
 - (7) Pre-inspection and post-inspection dates
 - (8) Date of vehicle retirement
 - (9) Reproduction of California Certificate of Title and registration, as signed-off by Participant of Program
 - (10) Reproduction of the applicable certificate of functional and equipment eligibility
 - (11) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (California Department of Motor Vehicles Registration 42 form)
 - (12) Any other pertinent data requested by the DISTRICT
 - (B) Upon request of the DISTRICT, the data contained in records required in Section F.1(A)(1) through (12) shall be transmitted to the DISTRICT in an electronic database format. The electronic format will be provided by the DISTRICT.
 - (C) CONTRACTOR will maintain copies, either electronic or paper, of the information listed in Section F.1(A)(1) through (12) for a minimum period of five (5) years, and shall make those records available to the DISTRICT upon request.
 - (D) The DISTRICT may conduct announced and unannounced audits and on-site inspections of CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. The DISTRICT shall notify any noncompliant contractor of the nature of the violation and shall initiate any enforcement or remedial action necessary.
 - (1) CONTRACTOR and their subcontractors shall allow the DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.

- (2) Violation of any provision of these regulations, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in the California Health and Safety Code. In addition, violation of any provision of §2624 by CONTRACTOR or its subcontractors shall result in the issuance of a Notice of Violation(s).
2. CONTRACTOR will handle all DMV paperwork associated with the receiving, dismantling, and scrapping of vehicles.
3. CONTRACTOR will provide monthly invoice reports to the DISTRICT on the status of the Program. The reports shall include the monthly and cumulative number of vehicles scrapped, number of vehicles that pass or fail the pre-inspection and post-inspection.

ATTACHMENT B

COST SCHEDULE

- A. Per Vehicle Payment.** CONTRACTOR is to be paid at the rate of \$49.00 per vehicle scrapped for the overhead for the Clean Cars for All Program. Payments shall not exceed \$44,000 without DISTRICT approval.

ATTACHMENT C

CALIFORNIA CODE OF REGULATIONS – TITLE 13

§ 2624. Retired Vehicle Minimum Eligibility Requirements.

- (a) In order to participate in the EFMP, an individual must be the registered owner of the vehicle with vehicle title issued in their name.
- (b) Vehicles that hold a salvage title are eligible for participation if registered at the time of application.
- (c) The vehicle must meet one of the following requirements:
- (1) It shall meet the DMV requirements as specified in sections 3394.4 (b)(6)(C) and 3394.4 (b)(6)(D) of Title 16 of Division 33, Article 11 of the California Code of Regulations
 - (2) An unregistered vehicle, or a currently registered vehicle not meeting (c)(1) above, may also be eligible if proven to have been driven primarily in California for the last two years and not to have been registered in any other state or country in the last two years. Documentation of operation in California includes the following:
 - (A) Proof of continuous insurance coverage in California for the two consecutive years preceding application to the EFMP, without lapses in insurance coverage totaling more than 120 days; or
 - (B) At least two invoices from an Automotive Repair Dealer registered at the time of the repair with the Bureau pursuant to section 9884.6 of the Business and Professions Code showing the following:
 - 1. The Automotive Repair Dealer's valid registration number, as issued by the Bureau
 - 2. The name and address of the Automotive Repair Dealer, as shown on the Bureau's records
 - 3. Description of a repair or maintenance operation performed to the vehicle
 - 4. The vehicle year, make, model, and vehicle identification or license plate number matching the vehicle to be retired
 - 5. The date of the repair or maintenance visit
 - (C) Invoices submitted for the purpose of satisfying the requirements of section (B) shall be from two separate calendar years. The oldest invoice may not be older than twenty-four months prior to the date of application receipt.
- (d) Vehicles shall be voluntarily dismantled at a Dismantler under contract with BAR;
- (e) Vehicles shall be up to 10,000 pounds gross vehicle weight rating: including a passenger vehicle, truck, sports utility vehicle (SUV), or van;
- (f) Vehicles must complete a functionality test to ensure that the vehicle is capable of being driven on the road. Examples of acceptable functionality tests include but are not limited to: smog check tests as defined in section 2626(f), or another demonstration of functionality such as the inspection requirements listed in section 2626(b).

NOTE: Authority cited: Sections 39600, 39601 and 44125, Health and Safety Code. Reference: Sections 39600, 39601 and 44125, Health and Safety Code.

**AMENDMENT NO. 1 TO
 BAY AREA AIR QUALITY MANAGEMENT DISTRICT
 CONTRACT NO. 2019.031**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 5, 2019.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and Pick-n-Pull Auto Dismantlers ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to scrap cars under the DISTRICT's Clean Cars for All Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 24, 2019, and on behalf of DISTRICT on May 30, 2019.
2. The PARTIES seek to amend the Scope of Work of the Contract because DISTRICT seeks to modify the requirements for eligible vehicles for the program, and CONTRACTOR desires to allow DISTRICT to make these changes and will comply with the updated requirements before scrapping vehicles.
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:

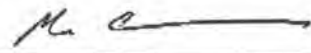
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment A, Scope of Work, by deleting it in its entirety and replacing it with "Attachment A-1, Scope of Work," attached hereto, and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, Scope of Work.
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

PICK-N-PULL AUTO DISMANTLERS

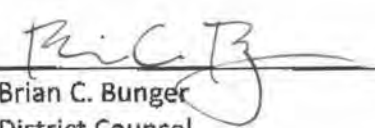
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Mark Carnesecca
Vice President of Vehicle
Purchasing

Date: 9/24/19

Date: 9/17/19

Approved as to form:
District Counsel

By: 
Brian C. Bunger
District Counsel

ATTACHMENT A-1**SCOPE OF WORK**

CONTRACTOR shall perform inspections of vehicles that participate in the Clean Cars for All Program (CCFA Program) and scrap eligible vehicles per the requirements in this Contract. DISTRICT will not reimburse CONTRACTOR for the overhead associated with scrapped vehicles, if such vehicle fails to meet the following requirements:

A. Vehicle Eligibility Requirements

All vehicles scrapped as a part of CCFA Program shall meet the minimum retired eligibility requirements per California Code of Regulations (CCR), Title 13, Chapter 13, Article 2, Section 2624, attached hereto as Attachment C. In addition, CONTRACTOR shall only scrap vehicles meeting the following status requirements:

1. The vehicle must be a gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight or less.

B. Vehicle Inspections

CONTRACTOR shall perform a pre-inspection and post-inspection of the vehicles that participate in the Clean Cars for All Program and only scrap vehicles meeting the following requirements:

1. The vehicle must be driven to the inspection site under its own power for a pre-inspection and not for a post inspection. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site for the pre-inspection, then CONTRACTOR shall not approve the vehicle for eligibility.
2. CONTRACTOR shall complete the following functional test during the pre-inspection and post inspection, and shall reject the vehicle if the vehicle fails to complete the following test during the pre-inspection only:

Insert key, vehicle engine must start using keyed ignition system. In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries. The vehicle shall be driven forward for a minimum of 25 feet under its own power. The vehicle shall be driven in reverse for a minimum of 25 feet under its own power.

3. Vehicles failing the functional test during a pre-inspection may be retested by CONTRACTOR for compliance with these requirements provided the vehicle has traveled a minimum of 10 miles subsequent to the failure determination or DISTRICT has approved of the retest. Vehicles failing the functional test during the post-inspection can be accepted for scrapping and scrapped.
4. Upon completion of the pre-inspection and post-inspection, CONTRACTOR will submit an inspection report to DISTRICT within 2 business days of completion.
5. The inspections and functional tests must be performed by a DISTRICT-approved inspector and conducted on-site at CONTRACTOR's yard.

C. CONTRACTOR Requirements

1. CONTRACTOR must either be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes, and the regulations of the DMV, for the purpose of vehicle disposal after purchase; or have a binding agreement with a duly authorized auto dismantler, for the purpose of vehicle disposal after purchase.
 2. At least thirty (30) days prior to commencing operations as a Program contractor, CONTRACTOR shall provide the DISTRICT, in writing, on forms provided by the DISTRICT, information demonstrating the ability to comply with all provisions of Program. This information must include contractor's name and business address; licensed auto dismantler name and business address; a written statement from the auto dismantler under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
 3. CONTRACTOR is required to contract with a DISTRICT approved inspection entity, to provide inspection services to perform the vehicle functional and equipment eligibility inspection specified in Section B, on-site at CONTRACTOR's yard if CONTRACTOR is unable to or chooses not to be approved by DISTRICT to perform this function.
 4. CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional test requirements. The vehicle registration eligibility will be determined by DISTRICT and confirmed by CONTRACTOR during inspections.
 5. During inspections specified in Section B, CONTRACTOR must verify that the person delivering the vehicle for inspections is the owner or an authorized representative of the legal owner, properly empowered to submit vehicle to be scrapped.
 6. A vehicle purchased as part of the Program, must be permanently destroyed by CONTRACTOR, or CONTRACTOR's duly contracted dismantler, within ninety (90) days of the date it is submitted to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
 7. The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by a licensed auto dismantler for the purposes of dismantling.
 8. All vehicles must be confined in a holding area separate from other vehicles procured by CONTRACTOR until they are permanently destroyed.
 9. All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.
 10. CONTRACTOR must cooperate with any inspections of the facilities, and review of CONTRACTOR's operation of the program as requested by the DISTRICT or CARB. These inspections can include audits of the required program documentation.
- D. Parts Recycling and Resale**
1. CONTRACTOR may separate ferrous and non-ferrous metals prior to retiring vehicles. CONTRACTOR may not separate parts for re-coring or rebuilding. CONTRACTOR, its agents,

subcontractors, or employees shall not remove any parts from vehicles for resale or reuse, except tires, batteries, camper shells, and audio equipment.

E. Advertising

1. CONTRACTOR is encouraged to advertise for or otherwise attract participants who qualify for Program. CONTRACTOR must get DISTRICT approval prior to doing any advertising.
2. CONTRACTOR will use the DISTRICT's approved logos and California Climate Investment logos on any printed material for public distribution. All uses of the DISTRICT's logo must be pre-approved for use by DISTRICT staff.
3. CONTRACTOR will credit the California Climate Investments as the funding source for the Program in any related articles, news releases, or other publicity materials. All advertising materials, information packages, and any other materials provided to media, to the public, or to vehicle sellers require prior approval by the DISTRICT.
4. Any advertising conducted by CONTRACTOR for the purpose of recruiting vehicle owners to sell their vehicles into the Program shall contain clear and prominent language stating that participation in the Program is completely voluntary; and shall not contain any language stating or implying that the Program is anything but voluntary for the vehicle seller.

F. Records, Auditing and Enforcement

1. The following requirements for records, auditing, and enforcement shall be met:
 - (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Program:
 - (1) Vehicle Identification Number (VIN)
 - (2) Vehicle license plate number
 - (3) Vehicle make and model year
 - (4) Vehicle odometer reading
 - (5) Name, address and phone number of legal owner scrapping vehicle with CONTRACTOR
 - (6) Name and business address of inspector conducting the vehicle's eligibility inspection, if CONTRACTOR contracts with a DISTRICT-approved inspection entity to perform the vehicle functional and equipment eligibility inspection
 - (7) Pre-inspection and post-inspection dates
 - (8) Date of vehicle retirement
 - (9) Reproduction of California Certificate of Title, as signed-off by Participant of Program
 - (10) Reproduction of the applicable certificate of functional and equipment eligibility
 - (11) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (California Department of Motor Vehicles Registration 42 form)
 - (12) Any other pertinent data requested by the DISTRICT
 - (B) Upon request of the DISTRICT, the data contained in records required in Section F.1(A)(1) through (12) shall be transmitted to the DISTRICT in an electronic database format. The electronic format will be provided by the DISTRICT.

- (C) CONTRACTOR will maintain copies, either electronic or paper, of the information listed in Section F.1(A)(1) through (12) for a minimum period of five (5) years, and shall make those records available to the DISTRICT upon request.
- (D) The DISTRICT may conduct announced and unannounced audits and on-site inspections of CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. The DISTRICT shall notify any noncompliant contractor of the nature of the violation and shall initiate any enforcement or remedial action necessary.
 - (1) CONTRACTOR and their subcontractors shall allow the DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.
 - (2) Violation of any provision of these regulations, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in the California Health and Safety Code. In addition, violation of any provision of §2624 by CONTRACTOR or its subcontractors shall result in the issuance of a Notice of Violation(s).
- 2. CONTRACTOR will handle all DMV paperwork associated with the receiving, dismantling, and scrapping of vehicles.
- 3. CONTRACTOR will provide monthly invoice reports to the DISTRICT on the status of the Program. The reports shall include the monthly and cumulative number of vehicles scrapped, number of vehicles that pass or fail the pre-inspection and post-inspection.

**AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2019.031**

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

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Pick-n-Pull Auto Dismantlers** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to scrap cars under the DISTRICT's Clean Cars for All Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 24, 2019, and on behalf of DISTRICT on May 30, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 5, 2019, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES seek to amend the term and total cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide services prescribed in the Contract, and CONTRACTOR desires to continue 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 June 30, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph E, of Section 2, "Recitals" to replace "\$44,000" with "\$74,000."
3. 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.
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

PICK-N-PULL AUTO DISMANTLERS

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

By: Mark Carnesecca
Mark Carnesecca
Vice President of Vehicle
Purchasing

Date: 6/1/2020

Date: 5/22/2020

Approved as to form:
District Counsel

By: DocuSigned by:
Brian Bunger 6/1/2020
2C11BC0B537B4A2...
Brian C. Bunger
District Counsel

ATTACHMENT B-1

COST SCHEDULE

- A. Per Vehicle Payment.** CONTRACTOR is to be paid at the rate of \$49.00 per vehicle scrapped for the overhead for the Clean Cars for All Program. Payments shall not exceed \$74,000 without DISTRICT approval.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2019.031

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 12, 2020.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Pick-n-Pull Auto Dismantlers** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to scrap cars under the DISTRICT's Clean Cars for All Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 24, 2019, and on behalf of DISTRICT on May 30, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 5, 2019, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated March 30, 2020, for reference purposes only, to amend the term and total cost of the Contract.
4. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

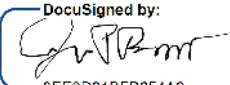
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph E of Section 2, "Recitals," of the Contract to replace "\$74,000" with "\$125,000."
2. 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 to refer to Attachment B-2, Cost Schedule.
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

PICK-N-PULL AUTO DISMANTLERS

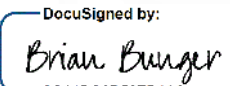
By:  _____
DocuSigned by:
0EE3D01BFB654A3...
Jack P. Broadbent
Executive Officer/APCO

By:  _____
Mark Carnesecca
Vice President of Vehicle
Purchasing

Date: 6/17/2021

Date: 5/26/2021

Approved as to form:
District Counsel

By:  _____
DocuSigned by:
2C11BC0B53734A2...
Brian C. Bunger
District Counsel

ATTACHMENT B-2

COST SCHEDULE

- A. Per Vehicle Payment.** CONTRACTOR is to be paid at the rate of \$49.00 per vehicle scrapped for the overhead for the Clean Cars for All Program. Payments shall not exceed \$125,000 without DISTRICT approval.

**AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2019.031**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 7, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Pick-n-Pull Auto Dismantlers** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to scrap cars under the DISTRICT's Clean Cars for All Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 24, 2019, and on behalf of DISTRICT on May 30, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 5, 2019, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated March 30, 2020, for reference purposes only, to amend the term and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 12, 2020, for reference purposes only, to amend cost schedule and total cost of the Contract.
5. The PARTIES seek to amend the term of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 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

PICK-N-PULL AUTO DISMANTLERS

By: ^{DocuSigned by:} Alexander Crockett
Alexander G. Crockett
Interim Executive Officer/APCO

By: Mark Carnesecca
Mark Carnesecca
Vice President of Vehicle
Purchasing

Date: 4/27/2022

Date: 4/18/2022

Approved as to form:
District Counsel

By: ^{DocuSigned by:} Aidan Schwartz
Aidan Schwartz
Acting District Counsel

AMENDMENT NO. 5 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2019.031

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, March 7, 2023.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Pick-n-Pull Auto Dismantlers** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to scrap cars under the DISTRICT's Clean Cars for All Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 24, 2019, and on behalf of DISTRICT on May 30, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 5, 2019, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated March 30, 2020, for reference purposes only, to amend the term and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 12, 2020, for reference purposes only, to amend the total cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 7, 2022, for reference purposes only, to amend the term of the Contract.
6. The PARTIES seek to amend the term and total cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
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 June 30, 2025.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph E of Section 2, "Recitals," of the Contract to replace "\$125,000" with "\$325,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend the final sentence of Attachment B-2 of the Contract, "Cost Schedule," to replace the sentence "Payments shall not exceed \$125,000 without DISTRICT approval" with "Payments shall not exceed \$325,000 without DISTRICT approval."
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

PICK-N-PULL AUTO DISMANTLERS

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Mark Carnesecca
Vice President of Vehicle
Purchasing

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: April 5, 2023

Re: Authorization to Execute Contract Amendments with West Oakland Environmental Indicators Project, Beth Altshuler Muñoz Consulting, Inc., and RBA Creative, LLC

RECOMMENDED ACTION

Recommend the Board authorize the Executive Officer/APCO to execute the following contracts:

1. Amendment No. 4 to the Master Services Agreement (MSA) with West Oakland Environmental Indicators Project (WOEIP) to extend the term to December 30, 2024, and increase the total in an amount not to exceed \$300,000;
2. Amendment No. 3 to the Professional Services Contract (PSC) with Beth Altshuler Muñoz Consulting, Inc. to extend the term to December 30, 2024, and increase the total in an amount not to exceed \$168,410; and
3. Amendment No. 4 to the Professional Services Contract (PSC) with RBA Creative, LLC to extend the term to December 30, 2024, and increase the total in an amount not to exceed \$325,000.

BACKGROUND

Due to its emissions profile and proximity to sensitive receptors, the California Air Resources Board (CARB) selected West Oakland to be among the first designated Assembly Bill 617 (AB 617) communities in the State of California. WOEIP is the established community partner and the West Oakland AB 617 Co-Lead with the Air District. WOEIP, in its role as a Co-Lead with the Air District, convened a Steering Committee to provide authentic community-based guidance to the AB 617 process in West Oakland.

Given the extensive historical air monitoring data collected by West Oakland, the Steering Committee elected to move forward with a Community Emissions Reduction Plan (CERP). In partnership with the Air District, WOEIP and the West Oakland AB 617 Steering Committee identified over eighty emission reduction strategies. The West Oakland CERP, also known as the Community Action Plan (Plan), was adopted by the District's and CARB's respective governing bodies in 2019. The AB 617 implementation timeline spans five years and the Air District and

WOEIP are in the fourth year of implementation.

To support the implementation of the Plan, WOEIP is the Co-Lead partner with the Air District, and works collaboratively to guide the overall process and structure, provides oversight and guidance to the Steering Committee and Implementation Teams, while also performing outreach to the greater West Oakland community regarding emissions reduction strategies. In addition, the Air District released a Request for Qualifications in 2019 (RFQ# 2019-011) to seek consultants to provide facilitation and policy support for the Co-Leads (WOEIP and Air District) and Community Steering Committee and sub-committees. RBA Creative, LLC was the finalist selected through the process to provide facilitation support. Beth Altshuler Muñoz Consulting, Inc was also selected to provide policy implementation support. The Air District has contracted with both firms for over two years to work closely with the WOEIP and the Air District on supporting the Community Steering Committee and implementation of the emissions reduction strategies in the Plan. RBA Creative, LLC was also selected by Community Advisory Council (CAC) members in the past year to provide neutral facilitation support to the CAC meetings.

DISCUSSION

West Oakland Environmental Indicators Project (WOEIP)

Amendment No. 4 to the MSA allows the Air District and WOEIP to continue the partnership into the next year of implementation. The existing contract was initially executed in 2020 and provided \$100,000 in funds to WOEIP for year one of the implementation phase of the project. In November 2021, the Air District's Board of Directors approved Amendment No. 2 to the MSA, which increased the total not to exceed amount to \$200,000 and extended the term for one additional year to support the Co-Leads partnership and to provide Community Steering Committee and outreach support for the AB 617 West Oakland Community Action Plan implementation. Amendment No. 3 to the MSA was executed in February 2023 to extend the term of the MSA at no cost.

Amendment No. 4 will allow WOEIP to continue work on implementation, including:

- Work with the Air District to create agendas and define necessary content for Steering Committee and Implementation Teams as these bodies assess, advocate for, and implement strategies.
- Devise and present trainings, leadership development, technical education and other information sharing programs to support informed deliberation and decision-making by the Steering Committee.
- Support implementation of emission reduction strategies by expanding community outreach and engagement and by enlisting advocacy and political support.
- Consult with frontline communities overburdened by air pollution on issues related to partnering with the Air District.
- Assess and mentor Bay Area region-wide leaders from existing and developing AB 617 communities.
- Engage with State elected officials regarding AB 617 funds and requirements.

The Air District and WOEIP have been partnering on community-centered air quality research in West Oakland for many years, starting well before the passage of AB 617. For example, we partnered with WOEIP during the development of the Port of Oakland's first clean air plan. When AB 617 was passed, it was logical and most efficient to continue that partnership through a co-leadership model in developing the West Oakland Community Action Plan. This set the standard of community co-leadership of AB 617 processes that has subsequently been adopted statewide. In the judgment of agency staff, there was no other organization in West Oakland with the community relationships and capacity to serve as co-lead on developing the community emissions reduction plan. The initial contract with WOEIP provided the organization with the staffing resources they needed to do this work. This contract has evolved over time to become more flexible and to incorporate community leadership into the implementation of the action plan developed by the community and the Air District.

RBA Creative, LLC and Beth Altshuler Muñoz Consulting

Amendment No. 4 to the PSC with RBA Creative, LLC and Amendment No. 3 to the PSC with Beth Altshuler Muñoz Consulting, Inc. allow for continued services provided by these consultant firms (Beth Altshuler Muñoz Consulting – PSC 2020.235 & RBA Creative, LLC – PSC 2020.241) through year four of the policy implementation phase of the Community Action Plan. The consultants were integrated after year two of implementation, during a time of transition for the West Oakland CERP. They have built trust with the Co-Leads and are integral to supporting CERP implementation in West Oakland. During this critical time, the Co-Leads, Steering Committee members and Implementation Teams will work with stakeholders to realize and achieve selected emission reduction strategies. To this end, the West Oakland AB 617 process requires trusting relationships and strong expertise in neutral facilitation, meeting logistics and policy expertise support.

The amendment to the contract with RBA Creative, LLC includes an additional \$123,500 for a total not-to-exceed \$325,000 for the consultant to provide the following support:

- Meeting facilitation support for the Co-Lead, Steering Committee, Town Halls and Community Advisory Council meetings
- Technical and logistics support during virtual and in-person meetings
- Working with WOEIP on community outreach and recruitment
- Stipend administration to community members

The amendment to the contract with Beth Altshuler Muñoz Consulting includes an additional \$85,000 for a total not to exceed \$168,410 for the consultant to provide the following support:

- Preparation and facilitation for In the Weeds and Implementation Meetings
- Implementation strategy research
- Participation in Co-Leads and Steering Committee meetings

With about one and a half years remaining in the five-year AB 617 implementation phase, executing the proposed amendments to the MSA with WOEIP and the Professional Services Contracts with Beth Altshuler Muñoz Consulting, Inc. and RBA Creative, LLC ensure continuous support for implementation of the West Oakland Plan without disruption.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total amount of the requested actions for these amendments totals \$308,500. Funding for the amended contracts is included in the Fiscal Year End 2023 budget for the Community Engagement Office. RBA Creative, LLC and Beth Altshuler Muñoz Consulting, Inc. were selected through a Request for Qualifications (RFQ# 2019-011) process to provide facilitation support and policy support, respectively.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aneesh Rana
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Executed Contract Agreement - WOEIP - Contract No. 2020.184
2. Proposed Draft Contract Amendment No. 4 - WOEIP Contract No. 2020.184
3. Executed Contract Agreement - RBA Creative - Contract No. 2021.198
4. Proposed Contract Amendment No. 4 - RBA Creative Contract No. 2021.198
5. Executed Contract Agreement - Beth Munoz - Contract No. 2021.197
6. Proposed Draft Amendment No. 3 - Beth Munoz Contract No. 2021.197

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2020.184

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 **West Oakland Environmental Indicators Project** (“CONTRACTOR”) whose address is 349 Mandela Parkway, Oakland, CA 94607.

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 the date of execution of the Contract by the parties to July 31, 2021, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$100,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
 - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
 - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
 - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: West Oakland Environmental Indicators Project
349 Mandela Parkway
Oakland, CA 94607
Attn: Brian Beveridge

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. 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.

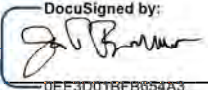
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, 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

WEST OAKLAND ENVIRONMENTAL
INDICATORS PROJECT

By: 

Jack P. Broadbent
Executive Officer/APCO

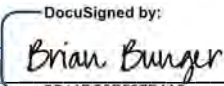
By: 

Brian Beveridge
Co-Director

Date: 9/1/2020

Date: 8/28/2020

Approved as to form:
District Counsel

By: 

Brian C. Bunger
District Counsel

9/1/2020

Attachment A General Description of Services

DISTRICT partnered with CONTRACTOR and a community-based Steering Committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP for West Oakland identified over 80 strategies to be implemented over the next several years. In the implementation phase of the CERP, CONTRACTOR and multiple stakeholders will form a new West Oakland CERP Steering Committee that will meet quarterly, as well as form a new leadership committee that will meet monthly, to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in West Oakland. Consistent with Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), CONTRACTOR and DISTRICT will continue to partner with each other to support the implementation phase of the CERP. In addition, DISTRICT seeks to build a region-wide Environmental Justice Coalition of community-based organizations. Upon DISTRICT's request, CONTRACTOR shall assist the DISTRICT in building the Environmental Justice Coalition to further develop AB 617 community-led emissions reduction plans.

Pursuant to Task Orders issued under this Contract, CONTRACTOR's tasks include, but are not limited to, the following:

A. CERP

1. Work with DISTRICT to create agendas and define necessary content for the West Oakland CERP Steering Committee and its subcommittees to assess, advocate for, and implement strategies.
2. Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the West Oakland CERP Steering Committee.
3. Create and manage the West Oakland CERP Steering Committee's relationships with other agencies, i.e. City of Oakland, Port of Oakland, County of Alameda, Alameda County Health Department, CalTrans, EBMUD, local and regional business interests.
4. Co-chair West Oakland CERP Steering Committee meetings and support its subcommittees' work.
5. Communicate process documentation to community members.
6. Create and manage website and social media communications.
7. Work with facilitation and logistics contractors, designers, graphics and media artists, technologists and others to craft messaging and information materials.
8. Support West Oakland CERP Steering Committee members with leadership development and technical education.
9. Expand community outreach for education, engagement and political support of implementation strategies.

B. Environmental Justice Coalition

1. Consult with DISTRICT on issues related to community perspective on engagement issues.
2. Consult with emission impacted communities on issues related to partnering with DISTRICT and working with researchers (regulatory, academic, and private industry).
3. Provide training to agencies and communities regarding collaborative process, data gathering, data translation, visualization, and communication.
4. Mentor community steering committee members.
5. Develop and guide a Bay Area regional Clean Air Action Plan (CAAP) collaborative or advocacy initiative.

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.184

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 10, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **West Oakland Environmental Indicators Project** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to support the implementation phase of the Community Emissions Reduction Plan and efforts in building the Environmental Justice Coalition to further develop Assembly Bill 617 community-led emissions reduction plans (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020 and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 30, 2021, for reference purposes only, to amend the term of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated November 10, 2021, for reference purposes only, to amend the term, total maximum cost, and General Description of Services of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 7, 2022, for reference purposes only, to extend the term of the Contract.
5. The PARTIES seek to amend the term, total cost, and General Description of Services of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new term end date.
6. The PARTIES seek to amend the DISTRICT contact to the Contract because DISTRICT seeks to provide a current point of contact for the CONTRACTOR.
7. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$200,000" with "\$300,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 13, "Notices" of the Contract to replace the DISTRICT point of contact "Joshua Abraham" with "Diana Ruiz."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, General Description of Services, with the attached "Attachment A-2, General Description of Services" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, General Description of Services.
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

WEST OAKLAND ENVIRONMENTAL
INDICATORS PROJECT

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Brian Beveridge
Co-Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

Attachment A-2
General Description of Services

DISTRICT partnered with CONTRACTOR and a community-based Steering Committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP for West Oakland identified over 80 strategies to be implemented over the next several years. In the implementation phase of the CERP, CONTRACTOR and Steering Committee will meet regularly to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in West Oakland. Consistent with Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), CONTRACTOR and DISTRICT will continue to partner with each other to support the implementation phase of the CERP. In addition, DISTRICT seeks to build a region-wide Environmental Justice Coalition of community-based organizations. Upon DISTRICT's request, CONTRACTOR shall assist the DISTRICT in building the Environmental Justice Coalition to further develop AB 617 community-led emissions reduction plans.

Pursuant to Task Orders issued under this Contract, CONTRACTOR's tasks include, but are not limited to, the following:

A. CERP

1. Work with DISTRICT to create agendas and define necessary content for the West Oakland CERP Steering Committee to assess, advocate for, and implement strategies.
2. Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the West Oakland CERP Steering Committee.
3. Create and manage the West Oakland CERP Steering Committee's relationships with other agencies, i.e. City of Oakland, Port of Oakland, County of Alameda, Alameda County Health Department, CalTrans, EBMUD, local and regional business interests.
4. Co-chair West Oakland CERP Steering Committee meetings and support its subcommittees' work.
5. Communicate process documentation to community members.
6. Create and manage website and social media communications.
7. Work with facilitation and logistics contractors, designers, graphics and media artists, technologists and others to craft messaging and information materials.
8. Support West Oakland CERP Steering Committee members with leadership development and technical education.
9. Expand community outreach for education, engagement and political support of implementation strategies.

B. Environmental Justice Consultation

1. Consult with DISTRICT on issues related to community perspective on engagement issues in Bay Area and statewide.
2. Consult with emission impacted communities on issues related to partnering with DISTRICT and working with researchers (regulatory, academic, and private industry).
3. Provide training to agencies and communities regarding collaborative process, data gathering, data translation, visualization, and communication.
4. Mentor community steering committee members.
5. Develop and guide a Bay Area regional Clean Air Action Plan (CAAP) collaborative or advocacy initiative.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2021.198

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 **RBA Creative, LLC** (“CONTRACTOR”) whose address is 3718 MacArthur Blvd., Oakland, CA 94619.

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 A-E above.

4. TERM – The term of this Contract is from December 1, 2021 to November 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.

- 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 \$106,500.

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 \$106,500. 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: Joshua Abraham

CONTRACTOR: RBA Creative, LLC
490 Lake Park Ave, #16242
Oakland, CA 94610
Attn: Randolph Belle

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.

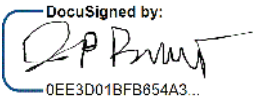
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, 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

RBA CREATIVE, LLC

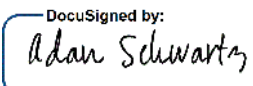
By:  _____
DocuSigned by:
0EE3D01BFB854A3...
Jack P. Broadbent
 Executive Officer/APCO

By:  _____
Randolph Belle
 Principal

Date: 12/2/2021

Date: 12.2.21

Approved as to form:
District Counsel

By:  _____
DocuSigned by:
150A910F987E4D3...
~~Brian C. Bungler~~ **Adan Schwartz**
~~District Counsel~~ Acting District Counsel

ATTACHMENT A

SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well Implementation teams that meet monthly to plan the prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board (CARB). Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

Task 1: Project Management

1.1 Project Administration

CONTRACTOR shall provide project administration support to the project team which is comprised of DISTRICT, WOEIP, and other DISTRICT third-party consultants. Tasks include meeting attendance, task coordination, phone calls, project partner coordination, and other planning activities. CONTRACTOR shall maintain an existing file-sharing system, provide file naming conventions, meeting agenda and summary notes to be used for internal and Steering Committee meetings. CONTRACTOR will also maintain a participant tracking tool and communication protocol to monitor meeting attendance and interaction at the meetings. CONTRACTOR will research alternative virtual meeting platforms and present options to the Co-Leads (DISTRICT and WOEIP) that may replace current utilized platforms. Virtual meeting platforms will be evaluated based on ease of use, interactive capabilities, potential networking features and ability to connect to multiple devices. CONTRACTOR will provide logistics and scheduling 2022 in-person meetings.

Deliverables:

1. Meeting agendas and post meeting summaries.
2. Technological support for virtual meetings.
3. Present options to the co-leads for alternate virtual hosting platforms.
4. Maintain participant/Steering Committee tracking tool.
5. Meet weekly with community partner, WOEIP and the DISTRICT to plan and prioritize tasks.
6. Provide logistics and scheduling services for in person meetings (retreats, Town Halls, etc.)

1.2 Stipend Administration

CONTRACTOR shall coordinate and process stipends to eligible Steering Committee members and

community/resident participants. The stipend amount shall be \$100 per meeting attended (monthly Steering Committee or Implementation meetings, Town Halls, etc.). CONTRACTOR will maintain a stipend administration program and protocol utilizing the participant tracking system described in Task 1.1 to administer stipends and Internal Revenue Service Form-1099 to Steering Committee participants. CONTRACTOR will process and distribute stipends to participants in a timely manner. CONTRACTOR will track all stipends that have been distributed.

Deliverables:

1. List of stipend recipients and the amount of stipend distributed.
2. Timely delivery of stipend payments
3. Develop and maintain a stipend tracking spreadsheet.

Task 2: Steering Committee Meetings

2.1 Steering Committee Meetings

Upon the request of DISTRICT or WOEIP, CONTRACTOR shall lead and facilitate monthly two-hour Steering Committee meetings. CONTRACTOR will facilitate segments of the meetings or small group breakout sessions. CONTRACTOR will develop meeting agendas, meeting summaries, and necessary meeting materials. CONTRACTOR will work collaboratively with DISTRICT and WOEIP to provide content expertise and advisory services to Steering Committee members.

Deliverables:

1. Facilitation of monthly Steering Committee meetings.
2. Development of meeting agendas and meeting summaries.
3. Development of PowerPoint presentations for meetings.

2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings

CONTRACTOR will prepare for Steering Committee meetings including review of documents associated with Steering Committee agenda items, reviewing transcribed notes from preparatory meetings with the Co-Leads, and Steering Committee members. Additional tasks include coordinating with featured presenters, Power Point slide deck creation and consolidating transcribed notes into a bullet point format. CONTRACTOR will develop all announcements for the Steering Committee meetings including e-mails, calls, and other forms of communication.

Deliverables:

1. Feedback on meeting agenda and process design.
2. Steering Committee announcements sent to the AB 617 member list.
3. Written summaries of observations and recommendations for meeting process and activities.

Task 3: Community-Wide Engagement

3.1 Expand Community Participation in Committees

CONTRACTOR will design and execute a comprehensive community outreach and engagement strategy to increase participation in the West Oakland Community Action Plan (WOCAP) planning activities including increased participation by West Oakland community residents in the Steering Committee, Implementation Teams, Ad Hoc Workgroups, and other planning activities. CONTRACTOR will develop an application and vetting process, with a focus on youth, long term residents, Latinx,

and Yemeni residents of West Oakland. CONTRACTOR will also conduct outreach to nonprofits and community service organizations in West Oakland with the goal of increasing Steering Committee participation. CONTRACTOR will provide support in developing WOEIP's website to maintain updated information on the implementation of the CERP, in addition to disseminating information through various community networks. To the extent possible, CONTRACTOR will conduct individual and small group meetings to targeted communities and spheres of influence. Specific tasks include coordinating and co-planning outreach and engagement activities with WOEIP, with the support of the DISTRICT.

Deliverables:

1. Written community-wide engagement plan.
2. Copies of outreach materials.
3. Application for participation.
4. Outline of vetting process.
5. Website content development for the community partner (WOEIP).
6. Meeting summaries from small group meetings.

3.2 Strategy and Initiative Materials Development

CONTRACTOR will develop program materials for the community and stakeholders to meet initiative goals. Work will include graphic design, print supervision, technical assistance, and program consultation.

Deliverables:

1. Emissions reduction implementation plan materials.

3.3 Public (virtual) Community Workshop/Town Hall

CONTRACTOR will design and produce community workshop(s) to share the progress of the WOCAP and get feedback from the community and stakeholders on the next steps. CONTRACTOR will work with the Steering Committee, implementation teams, and other stakeholders to develop event content. CONTRACTOR will facilitate the workshop in conjunction with the stakeholders and will develop the workshop agenda, activities, materials, and presentations. CONTRACTOR will also provide a summary of the workshop to be disseminated to the public. Specific tasks include physical and technological meeting logistics, and working with the Co-Leads, Steering Committee, outside vendors, and other stakeholders to develop event content.

Deliverables:

1. Publication plan and workshop announcements.
2. Copies of workshop agenda, materials and presentations.
3. Written summary of the workshop.

Task 4: Co-Leads Meetings

4.1 Co-Leads Meetings and Special Topics Meetings

CONTRACTOR will attend bi-weekly meetings with the Co-Leads (DISTRICT and WOEIP). In consultation with the Co-Leads, CONTRACTOR will prepare meeting agendas, take notes, and facilitate the meetings. The primary purpose of the Co-Leads meetings is to plan and prepare for the monthly Steering Committee meetings. CONTRACTOR will be an active participant in terms of

strategic planning for Steering Committee specific agenda items, presentations, and role assignment.

Deliverables:

1. Meeting attendance and participation list.
2. Meeting facilitation and recording action item assignments.
3. Meeting agendas and notes.

4.2 Administration, Preparation, and Follow-Up for Co-Leads Meetings

CONTRACTOR will prepare, take notes, and follow-up for bi-weekly co-leads meetings.

Deliverables:

1. Meeting materials and presentations.
2. Meeting notes and action items.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work, up to a maximum amount of \$106,500.

Labor: DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$90,500:

Role	Staff	Hourly Rate
Principal	Randolph Belle	\$200
Administrative Support	Erica Wright-Belle or Beatriz Moreno	\$100

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.

Expenses: DISTRICT will pay CONTRACTOR a single lump sum payment of \$16,000 to cover stipends for eligible Steering Committee participants. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

Total cost of Contract not to exceed \$106,500.

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.198

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 10, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **RBA Creative, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to facilitation, technical and policy support of the Community Steering Committee and implementation teams for Assembly Bill (AB) 617 West Oakland Community Action Plan, which Contract was executed on behalf of CONTRACTOR on December 2, 2021, and on behalf of DISTRICT on December 2, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 23, 2022, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 24, 2022, for reference purposes only, to amend the total cost and Cost Schedule of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated November 9, 2022, for reference purposes only, to amend the term and Cost Schedule of the Contract.
5. The PARTIES seek to amend term, total cost, Scope of Work and Cost Schedule of the Contract because DISTRICT seeks to update the services received from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those updated services up to the new term date.
6. The PARTIES seek to amend the DISTRICT contact to the Contract because DISTRICT seeks to provide a current point of contact for the CONTRACTOR.
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, 2024.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$201,500" with "\$325,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$201,500" with "\$325,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 10, "Notices" of the Contract to replace the DISTRICT point of contact "Joshua Abraham" with "Diana Ruiz"
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
6. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
7. 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

RBA CREATIVE, LLC

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Randolph Belle
Principal

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

ATTACHMENT A-1

SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017), to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community steering committee (Steering Committee or CSC) to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and the DISTRICT (the Co-leads) continue to assist the CSC with implementation of the CERP. The CSC is responsible for tracking implementation actions by various agencies. The CSC receives implementation updates from the Co-leads and responsible agencies such as the California Air Resources Board (CARB), the City of Oakland and the Port of Oakland. The CSC is developing its capacity to help direct the Co-leads and others on CERP Strategy implementation. CERP Strategies are designed to reduce both air pollution emissions and exposure to air pollution in the community. Many of the CERP strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide logistics, facilitation, and graphic design support to help ensure that action and collaboration between community members, business leaders, and government agencies leads to efficient and effective implementation of CERP strategies and the reduction of air pollution emissions and exposure to air pollution in the community over time. CONTRACTOR will also provide facilitation support to the Community Advisory Council.

Task 1: Project Management

1.1 Project Administration

CONTRACTOR shall provide project administration support to the project team which is comprised of DISTRICT, WOEIP, and other DISTRICT third-party consultants. Tasks include meeting attendance, task coordination, phone calls, project partner coordination, and other planning activities. CONTRACTOR shall maintain an existing file-sharing system, provide file naming conventions, meeting agenda and summary notes to be used for internal and Steering Committee meetings. CONTRACTOR will also maintain a participant tracking tool, provided by DISTRICT, and communication protocol to monitor meeting attendance and interaction at the meetings. CONTRACTOR will research in-person meeting locations, as requested by DISTRICT, and present options to the Co-Leads (DISTRICT and WOEIP) that may replace current utilized platforms. Virtual meeting platforms will be evaluated based on ease of use, interactive capabilities, potential networking features and ability to connect to multiple devices. Upon DISTRICT request, CONTRACTOR will provide logistics and scheduling for in-person meetings.

Deliverables:

1. Meeting agendas and post meeting summaries.
2. Technological support for virtual meetings, as requested by DISTRICT.
3. Maintain participant/Steering Committee tracking tool.
4. Upon DISTRICT request, meet with community partner, WOEIP and the DISTRICT to plan and prioritize tasks.

5. Provide logistics and scheduling services for in person meetings (retreats, Town Halls, etc.)

1.2 Stipend Administration

CONTRACTOR shall coordinate and process stipends to eligible Steering Committee members and community/resident participants within thirty (30) days. The stipend amount shall be \$75 per hour of meeting attended (or \$150 per monthly Steering Committee or Implementation meetings, Town Halls, etc.). CONTRACTOR will maintain a stipend administration program and protocol utilizing the participant tracking system described in Task 1.1 to administer stipends and Internal Revenue Service Form-1099 to Steering Committee participants. CONTRACTOR will process and distribute stipends to participants in a timely manner. CONTRACTOR will track all stipends that have been distributed.

Deliverables:

1. List of stipend recipients and the amount of stipend distributed, included with invoices.

Task 2: Meetings Facilitation

2.1 Steering Committee Meetings (up to 10 a year)

CONTRACTOR shall facilitate one (1) to ten (10) two-hour Steering Committee meetings a year. CONTRACTOR will facilitate segments of the meetings or small group breakout sessions. CONTRACTOR will contribute to meeting agendas (developed by the "In-the-Weeds" group and finalized by Co-leads group), develop meeting summaries and notes, and other necessary meeting materials as requested by DISTRICT. CONTRACTOR will work collaboratively with DISTRICT and WOEIP to provide content expertise and advisory services on community engagement to Steering Committee members. CONTRACTOR shall translate written materials for CSC meetings to Chinese, Spanish and other languages as requested by DISTRICT.

Deliverables:

1. Facilitation of monthly Steering Committee meetings.
2. Development of meeting summaries to be delivered to DISTRICT point of contact within one week of Steering committee meeting.
3. Google folder for meeting and develop overall PowerPoint presentations templates for meetings two weeks prior to meeting.
4. Translated materials in Spanish, Chinese and other languages as requested.

2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings (1 to 10 meetings a year)

CONTRACTOR will prepare for Steering Committee meetings including review of documents associated with Steering Committee agenda items, reviewing transcribed notes from preparatory meetings with the Co-Leads, and Steering Committee members. CONTRACTOR will prepare for facilitation role including reviewing subject matter and preparing speaking notes to introduce agenda topics and preparing facilitation prompts, including Zoom polls, and surveys. Additional tasks include coordinating with featured presenters, creation of Power Point slide deck template two weeks prior to meeting and consolidating notes into a bullet point format.

Deliverables:

1. Attend monthly facilitator prep meetings with DISTRICT and WOEIP.
2. DISTRICT requested written summaries of observations and recommendations for meeting process and activities.

2.3 Community Advisory Council (CAC) Meetings

CONTRACTOR will provide facilitation for Community Advisory Council Meetings. CONTRACTOR will attend up to 2 dry-run meetings per CAC meeting with DISTRICT staff, Co-Founder of WOEIP and other Community Advisory Council (CAC) Co-Chairs to prepare for upcoming CAC meetings. CONTRACTOR will review, provide advice and recommendations for the facilitation agendas (6 meetings). CONTRACTOR will facilitate CAC meetings (6 meetings). CONTRACTOR will attend 1 debrief meeting per CAC meeting (6 total per year) with DISTRICT staff and Community Advisory Council Co-Chairs.

Deliverables:

1. Feedback on facilitation agenda and process design.
2. Facilitation of CAC meetings (6 per year).
3. Attendance at dry run and debrief meetings.

Task 3: Community-Wide Engagement

3.1 Maintain Community Participation

CONTRACTOR will execute a comprehensive community outreach and engagement strategy to maintain participation in the West Oakland Community Action Plan (WOCAP) planning activities including increased participation by West Oakland community residents in the Steering Committee, Implementation Teams, Ad Hoc Workgroups, and other planning activities. CONTRACTOR will develop an application and vetting process, with a focus on youth, long term residents, Latinx, and Yemeni residents of West Oakland. CONTRACTOR will also conduct outreach to nonprofits and community service organizations in West Oakland with the goal of maintaining Steering Committee participation. CONTRACTOR will provide support in developing WOEIP's website to maintain updated information on the implementation of the CERP, in addition to disseminating information through various community networks. To the extent possible, CONTRACTOR will conduct individual and small group meetings with targeted communities and spheres of influence. Specific tasks include coordinating and co-planning outreach and engagement activities with WOEIP, with the support of the DISTRICT. CONTRACTOR will support WOEIP education and orientation leadership trainings.

Deliverables:

1. Copies of outreach materials.
2. DISTRICT requested website or graphic content development for the community partner (WOEIP).
3. Meeting summaries from small group meetings.
4. Content for WOEIP education and orientation leadership training materials.

3.2 Strategy and Initiative Materials Development

CONTRACTOR will develop program materials for the community and stakeholders to meet initiative goals. Work will include graphic design, print supervision, technical assistance, and program consultation.

Deliverables:

1. Emissions reduction implementation plan materials.

3.3 Public Community Workshop/Town Hall

Upon DISTRICT request, CONTRACTOR will provide support to WOEIP to co-design and produce community workshop(s) to share the progress of the WOCAP and get feedback from the community and stakeholders on the next steps. CONTRACTOR will work WOEIP, the Steering Committee, members, and other stakeholders as directed by DISTRICT to develop event content. CONTRACTOR will facilitate the workshop in conjunction with the stakeholders and will co-develop the workshop agenda, activities, materials, and presentations. CONTRACTOR will also provide a summary of the workshop to be disseminated to the public. Specific tasks include physical and technological meeting logistics, and working with the Co-Leads, Steering Committee, outside vendors, and other stakeholders to develop event content.

Deliverables:

1. Publication plan and workshop announcements.
2. Production of any graphic materials for Town Hall
3. Outreach to community members to publicize Town Hall
4. Copies of workshop agenda, materials and presentations.
5. Written summary of the workshop.

Task 4: Co-Leads Meetings

4.1 Co-Leads Meetings

CONTRACTOR will host and attend meetings with the Co-Leads (DISTRICT and WOEIP) bi-weekly (up to 26 meetings a year). In consultation with the Co-Leads, CONTRACTOR will prepare meeting agendas, take notes, and facilitate the meetings. The primary purpose of the Co-Leads meetings is to approve monthly Steering Committee agendas and presentations, discuss issues related to strategy implementation, and Steering Committee advocacy work (including related trainings), and additional topics as necessary. CONTRACTOR will prepare, take notes, and follow up for co-leads meetings.

Deliverables:

1. Re-occurring Zoom link for Co-leads meeting.
2. Meeting to coordinate with DISTRICT staff on Co-lead agenda distributed by the close of business the Tuesday before the Co-lead meeting.
3. Meeting attendance and participation list.
4. Meeting agendas distributed two days before meeting.
5. Co-leads meeting notes and action items made available five working days after meeting.
6. Other meeting materials, such as graphic presentations or slides as requested by DISTRICT.

Schedule Adherence

Due to the time-sensitive nature of deliverables related to Steering Committee meetings, CONTRACTOR shall adhere to the timeline for deliverables where specified throughout the scope; refinement of deliverable timelines may occur throughout project duration as directed by the DISTRICT.

Scope of Work Contact:

CONTRACTOR's contact person under this contract shall be Randolph Belle at randolph@rbacreative.com. If the Scope of Work Contact changes, the CONTRACTOR will inform the DISTRICT contact of this change in an email.

CONTRACTOR will have a main point of contact with the DISTRICT for West Oakland CERP and Community Advisory Council (CAC) work, for which all of CONTRACTOR'S email and verbal communication with the DISTRICT will include Alicia Parker (aparker@baaqmd.gov), unless specified elsewhere in this contract;); for CAC work, Miriam Torres (mtorres@baaqmd.gov); and for community engagement and contract-related issues, Diana Ruiz (druiz@baaqmd.gov). If the DISTRICT point of contacts changes, the DISTRICT will inform the CONTRACTOR contact of this change via email. The DISTRICT point of contact is also the DISTRICT Project Manager for the Planning Division. Any change in this designation will be communicated by the DISTRICT via email.

DISTRICT's contracts contact person under this Task Order shall be Diana Ruiz (druiz@baaqmd.gov). If the Task Order Contact changes, the DISTRICT will inform the CONTRACTOR of this change in an email.

DRAFT

ATTACHMENT B-3

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work, up to a maximum amount of \$325,000.

Labor: DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$293,000:

Role	Staff	Hourly Rate
Principal	Randolph Belle	\$200
Administrative Support	Erica Wright-Belle or Beatriz Moreno	\$100
Outreach Worker	TBD	\$50
Lead Outreach Worker	TBD	\$100

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.

Expenses:

DISTRICT will pay CONTRACTOR a single lump sum payment of \$16,000 to cover stipends for eligible West Oakland Community Steering Committee participants. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

Following execution of Amendment No. 4, DISTRICT will pay CONTRACTOR up to \$16,000 to cover additional stipends and capacity building activities for eligible West Oakland Community Steering Committee participants. CONTRACTOR shall invoice for stipend disbursements made. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

Total cost of Contract not to exceed \$325,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2021.197

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 **Beth Altshuler Muñoz** (“CONTRACTOR”) whose address is 712 Mandana Blvd., Oakland, CA 94610.

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 A-E above.

4. TERM – The term of this Contract is from December 1, 2021 to November 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.

- 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 \$83,410.
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 \$83,410. 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: Joshua Abraham

CONTRACTOR: Beth Altshuler Muñoz
712 Mandana Blvd.
Oakland, CA 94610
Attn: Beth Altshuler Muñoz

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.

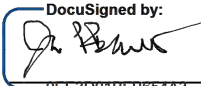
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, 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

BETH ALTSHULER MUÑOZ

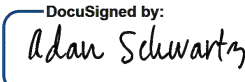
By: 
0EE3D01BF8654A3...
 Jack P. Broadbent
 Executive Officer/APCO

By: 
 Beth Altshuler Muñoz
 Sole Proprietor

Date: 11/30/2021

Date: November 10, 2021

Approved as to form:
District Counsel

By: 
150A910F967E4D3...
 Adan Schwartz
 Acting District Counsel

ATTACHMENT A

SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well as four subcommittees that meets monthly to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board. Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR has provided and shall continue to provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

Task 1: Project Initiation and Management

1.1 Project Administration and Planning

CONTRACTOR shall provide project management and general coordination support to the project team comprising of DISTRICT, WOEIP, and other DISTRICT third-party consultant(s). Tasks include coordinating and/or developing correspondences, invoices, scopes, budgets, schedules, workflows, decision making roles, and team communication tools.

Deliverables:

1. Coordination meeting attendance with Air District staff, WOEIP and other project consultant(s).
2. Composing written correspondence drafts for the community partner (WOEIP).
3. Monthly budget reports that record the number of hours worked and resources remaining in the contract.
4. Monthly invoices and work status updates.

1.2 Co-Leads Meetings

DISTRICT will host calls with the Co-Leads (DISTRICT & WOEIP) every other week. CONTRACTOR will attend and participate in these calls and do the necessary preparation and follow-up to maximize each meeting's productivity and flow. CONTRACTOR shall contribute to/review agendas, follow-up action items and notes, and meeting materials for these calls. DISTRICT will inform CONTRACTOR in advance if their attendance is not required at specific meetings. Upon DISTRICT's request, CONTRACTOR shall also attend and participate in DISTRICT's special topics meetings.

Deliverables:

1. Meeting attendance.
2. Prepare presentations for Co-Lead agenda items that include Implementation Team content.
3. Record follow-up action items and disseminate meeting materials.

Task 2: Steering Committee

2.1 Steering Committee Meetings

CONTRACTOR shall attend and participate in monthly two-hour Steering Committee meetings to report on strategy implementation process and provide updates from the subcommittee and co-chair meetings.

Deliverables:

1. Participation in monthly Steering Committee meetings (budget assumes ten, two-hour meetings).

2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings

Upon DISTRICT's or WOEIP's request, CONTRACTOR shall play an active role in Steering Committee meetings and will create or contribute to meeting agendas, materials, activities, and presentation slides. CONTRACTOR shall also provide meeting facilitation and other meeting preparation and follow-up as needed.

Deliverables:

1. Develop Power Point slide decks for Implementation Team presentations at Steering Committee meetings.
2. Assist with the creation of agenda items.
3. Facilitate portions of the Steering Committee agenda.
4. Distribute notes and feedback to the Co-Leads and Steering Committee members.

Task 3: West Oakland Community Action Plan (WOCAP) Implementation

3.1 Implementation Teams and Ad Hoc Workgroup Meetings

CONTRACTOR shall work closely with subcommittee co-chairs, WOEIP, and DISTRICT to design, plan, and host WOCAP implementation team (implementation team) and/or Ad Hoc Workgroup meetings. The District shall determine the number, duration, and frequency of meetings during the project. Implementation teams and Ad Hoc workgroups will meet quarterly or more frequently as determined by project momentum and support from the Steering Committee. This task includes supporting the implementation team and Ad Hoc Workgroup leads in creating meeting agendas, slides, and other materials as well as facilitating meetings and providing summary notes and follow-up support. CONTRACTOR will share scheduling and correspondence responsibilities with WOEIP, and the implementation team and Ad Hoc Workgroup leads depending on the level of logistical support requested.

Deliverables:

1. Develop meeting materials.
2. Compose and send announcements and other email correspondence to implementation team and Ad Hoc Workgroup participants.

3. Facilitate and provide follow-up support for implementation team and/or Ad Hoc Workgroup meetings.

3.2 Strategy Implementation Support and Reporting

Based on feedback from DISTRICT staff, WOEIP, the Steering Committee and implementation team members, CONTRACTOR shall research implementation strategies, communicate and collaborate with partner implementing agencies to take action, summarize and relay information back to DISTRICT, subcommittee and Steering Committee members, and provide policy and data analysis support as needed. This work will inform agenda creation and discussion at implementation team and steering committee meetings. Upon DISTRICT's request, CONTRACTOR will also provide support to DISTRICT staff and WOEIP on their annual reports in the fall of 2022. Support will include development of Power Point slides for CARB and Air District Board meetings, contributing to the creation of report materials that focus on implementation teams and policy related topics. CONTRACTOR will also prepare WOEIP, community members and partner agency staff to present on annual progress.

Deliverables:

1. Written summary of research findings.
2. Development of presentation materials.
3. Host preparation meetings with community partners, WOEIP and partner agency staff prior to Board and/or Committee presentations.
4. Meeting monthly with partner agency leadership and staff.

Task 4: Community-Wide Engagement

4.1 Expand Community Participation in WOCAP

Upon DISTRICT's request, CONTRACTOR shall provide support to DISTRICT's third-party consultants in the form of reviewing materials, sharing information, and/or brainstorming engagement strategies. This task may also include supporting a virtual public town hall by providing input into workshop strategy and design, supporting materials creation, facilitating all or part of the workshop. This task could also include supporting the development of outreach/recruitment strategies and the creation of implementation team focused content for the virtual town hall.

Deliverables:

1. Support the public community workshop/town hall effort by providing input into workshop strategy and design, supporting materials creation, facilitation of all or part of the meeting, and other tasks as needed.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete the tasks outlined in the Scope of Work, up to a maximum amount of \$83,410. DISTRICT will compensate CONTRACTOR for time spent completing the tasks at an hourly rate of \$190.00 per hour. Any expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance and shall be billed to the DISTRICT at the actual costs they are incurred. CONTRACTOR will submit monthly invoices for the number of hours worked and expenses incurred in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

Total cost of Contract no to exceed \$83,410.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.197

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 10, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Beth Altshuler Munoz Consulting, Inc. A Benefit Corporation** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to provide logistics and facilitation support for the implementation phase of Community Emissions Reduction Plan (CERP) (the “Contract”), which Contract was executed on behalf of CONTRACTOR on November 10, 2021, and on behalf of DISTRICT on November 30, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 13, 2022, for reference purposes only, to amend the Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated November 9, 2022, for reference purposes only, to extend the term of the Contract.
4. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks to update the services received from CONTRACTOR prescribed in the Contract, and CONTRACTOR desires to continue to provide those updated services up to the new term date.
5. The PARTIES seek to amend the DISTRICT contact to the Contract because DISTRICT seeks to provide a current point of contact for the CONTRACTOR.
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, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$83,410” with “\$168,410.”

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$83,410" with "\$168,410."
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 10, "Notices" of the Contract to replace the DISTRICT point of contact "Joshua Abraham" with "Diana Ruiz"
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
6. 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.
7. 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

BETH ALTSHULER MUNOZ CONSULTING,
INC.,

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Beth Altshuler Muñoz
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

ATTACHMENT A-1

SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community steering committee (Steering Committee or CSC) to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and the DISTRICT (the Co-leads) continue to assist the CSC with implementation of the CERP. The CSC is responsible for tracking implementation actions by various agencies. The CSC receives implementation updates from the Co-leads and responsible agencies such as the California Air Resources Board (CARB), the City of Oakland and the Port of Oakland. The CSC is developing its capacity to help direct the Co-Leads and others on CERP Strategy implementation. CERP Strategies are designed to reduce both air pollution emissions and exposure to air pollution in the community. Many of the CERP strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide project management and policy support to help ensure that action and collaboration between community members, business leaders, and government agencies leads to efficient and effective implementation of CERP strategies and the reduction of air pollution emissions and exposure to air pollution in the community over time.

Task 1: Project Initiation and Management

1.1 Project Administration and Planning

CONTRACTOR shall provide project management and general coordination support to the project team comprising of DISTRICT, WOEIP, and other DISTRICT third-party consultant(s). Tasks include coordinating and/or developing correspondences, strategy implementation project scopes, invoices, scopes, budgets, schedules, workflows, decision making roles, and team communication tools.

Deliverables:

1. Monthly work status updates.

1.2 Co-Leads Meetings

DISTRICT will host calls with the Co-Leads (DISTRICT & WOEIP & Consultants) every other week. Upon DISTRICT request, CONTRACTOR will attend and participate in these calls and do the necessary preparation and follow-up to maximize each meeting's productivity and flow. CONTRACTOR shall work with DISTRICT staff to develop agenda material for Co-Leads meeting and participate in Co-Leads Meetings (2-3 meetings per month, upon DISTRICT request). DISTRICT will inform CONTRACTOR in advance if their attendance is not required at specific meetings. Upon DISTRICT's request, CONTRACTOR shall also attend and participate in DISTRICT's special topics meetings.

Deliverables:

1. Draft Co-Leads agenda materials.
2. Follow-up action items and meeting materials.

Task 2: Steering Committee

2.1 Steering Committee Meetings

CONTRACTOR shall attend and participate in monthly two-hour Steering Committee (and Town Hall meetings that take place in-lieu of Steering Committee meetings) meetings to report on strategy implementation process. Upon DISTRICT's or WOEIP's request, CONTRACTOR shall participate in Steering Committee meetings and will contribute to meeting agendas, materials, activities, presentation slides and other meeting preparation and follow-up as needed.

Deliverables:

1. Participation in monthly Steering Committee meetings (budget assumes ten (10), two-hour meetings).
2. Draft CSC meeting presentation and other materials as assigned by DISTRICT.
3. Final CSC meeting presentation and other materials as assigned by DISTRICT.

Task 3: West Oakland Community Action Plan (WOCAP) Implementation

3.1 In-the-Weeds (“Weeds”) Meetings and Strategy Implementation Support and Reporting

CONTRACTOR will host bi-weekly calls with DISTRICT and WOEIP (**up to 26 meetings a year**) to discuss coordination for Co-leads meetings, Steering Committee meetings and implementation topics. CONTRACTOR will coordinate agendas ahead of the Weeds meeting to align with the draft schedule for the year. CONTRACTOR shall work closely with Steering Committee members, WOEIP, and DISTRICT to implement WOCAP Strategies. This work includes bi-weekly Implementation (“Weeds”) Meetings between DISTRICT, WOEIP and CONTRACTOR (up to 26 meetings per year), and, upon DISTRICT request, with Steering Committee members. CONTRACTOR will facilitate and create summary Implementation reports. This task includes supporting team and workgroup leads in creating meeting agendas, slides, and other materials as well as facilitating meetings and providing summary notes and follow-up support.

Based on feedback from DISTRICT staff, WOEIP, and the Steering Committee and implementation team members, CONTRACTOR shall research implementation strategies, communicate and collaborate with partner implementing agencies to take action, summarize and relay information back to DISTRICT, subcommittee and Steering Committee members, and provide policy and data analysis support in consultation with DISTRICT. CONTRACTOR shall disseminate its findings into implementation team and steering committee meetings. This task may also include supporting DISTRICT staff and WOEIP on their annual report in the fall of 2022.

Deliverables:

1. Facilitation of Weeds Meetings.
2. Agenda materials for Weeds meetings
3. Running Notes for Weeds meetings
4. Draft Agenda for upcoming Co-leads meeting(s), created with District and WOEIP in Weeds meeting to be delivered to assigned DISTRICT staff.

5. Draft Agenda for upcoming CSC Meeting(s), created with District and WOEIP in Weeds meeting, delivered to assigned DISTRICT staff.
6. Correspondence, materials, and agendas needed for partner-lead strategy implementation to be delivered to assigned DISTRICT staff.
7. Prepare for (materials), facilitate, and follow up from implementation team and/or ad hoc workgroup meetings.
8. Written summary of research findings.

Schedule Adherence

Due to the time-sensitive nature of deliverables related to Steering Committee meetings, CONTRACTOR shall adhere to the timeline for deliverables where specified throughout the scope; refinement of deliverable timelines may occur throughout project duration as directed by the DISTRICT.

Scope of Work Contact:

CONTRACTOR's contact person under this Contract shall be Beth Altshuler Munoz at bethaltmunoz@gmail.com. If the Scope of Work contact changes, the CONTRACTOR will inform the DISTRICT contact of this change in an email.

CONTRACTOR will have a main point of contact with the DISTRICT for CERP-related tasks, for which all of CONTRACTOR'S email and verbal communication with the DISTRICT will include Alicia Parker (aparker@baaqmd.gov), unless specified elsewhere in this contract; and for community engagement and contract-related issues, Diana Ruiz (druiz@baaqmd.gov). If the DISTRICT point of contacts changes, the DISTRICT will inform the CONTRACTOR contact of this change via email. The DISTRICT point of contact is also the DISTRICT Project Manager for the Planning Division. Any change in this designation will be communicated by the DISTRICT via email.

DISTRICT's contracts contact person under this Contract shall be Diana Ruiz (druiz@baaqmd.gov). If the Scope of Work contact changes, the DISTRICT will inform the CONTRACTOR of this change in an email.

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete the tasks outlined in the Scope of Work, up to a maximum amount of \$168,410. DISTRICT will compensate CONTRACTOR for time spent completing the tasks at an hourly rate of \$210.00 per hour. Any expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance and shall be billed to the DISTRICT at the actual costs they are incurred. CONTRACTOR will submit monthly invoices for the number of hours worked and expenses incurred in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

Total cost of Contract no to exceed \$168,410.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Interim Executive Officer/APCO

Date: April 5, 2023

Re: Report of the Community Equity, Health and Justice Committee Meeting of February
15, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Community Equity, Health & Justice Committee met on Thursday, February 15, 2023, and approved the minutes of December 1, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361 (Rivas 2021). Members of the Committee participated by teleconference.

The Committee then received the staff presentation *Vote on the Community Advisory Council's Compensation Policy and Procedures*. The Committee voted to recommend to the Board of Directors that the Board adopt the Compensation Policy and Procedures. This will come before the Board on May 3, 2023.

The Committee then received the joint presentation *Overview of the January 19, 2023, Community Advisory Council Meeting*, given by Community Advisory Council Co-Chairs, Latasha Washington and Kevin Jefferson. Topics included: the Community Advisory Council's Proposed Compensation Policy and Procedures, the selection of a Community Benefit Fund Ad Hoc Committee and introduction to participatory budgeting, the Draft Community Advisory Council Charter, and updates from the Council's Work Plan and Environmental Justice Policy Ad Hoc Committees.

Finally, the Committee received the staff presentation *Discussions of the 2023 Community Equity, Health & Justice Committee Work Plan*, including the proposed schedule, topics, and work plan for meetings in 2023.

The next meeting of the Community Equity, Health & Justice Committee will be Wednesday, March 15, 2023, at 1:00 p.m., at 375 Beale Street, San Francisco, CA, 94105. The meeting will also be webcast for members of the public. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Equity, Health and Justice Committee Meeting Memorandums of February 15, 2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: February 15, 2023

Re: Vote on the Community Advisory Council's Compensation Policy and Procedures

RECOMMENDED ACTION

Vote to Recommend the Community Advisory Council's Compensation Policy and Procedures to the Air District Board of Directors for Approval.

BACKGROUND

This is an action item for the Community Equity, Health, and Justice (CEHJ) Committee to consider recommending to the Board of Directors for approval a Compensation Policy and Procedures that formalizes practices to compensate Community Advisory Council (CAC) members for their participation in the CAC. The CAC voted to recommend the Compensation Policy and Procedures to the Community Equity, Health, and Justice (CEHJ) Committee during the CAC Meeting on January 19, 2023.

DISCUSSION

Staff will present the CAC's proposed Compensation Policy and Procedures. The CEHJ Committee will consider recommending the proposed Compensation Policy and Procedures to the Air District Board of Directors for approval. Once approved by the Board of Directors, the Compensation Policy and Procedures would be effective retroactively to July 1, 2022, except for hourly caps on time served on Ad Hoc Committees or meetings of the Co-Chairs. The hourly limits proposed in the policy would become effective starting on the first of the month after the Board approves the Compensation Policy and Procedures.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Compensation Policy and Procedures has implications on the Air District's budget annually. Desired funding levels for the CAC will be determined each fiscal year. Funding for the work of the CAC is included in the fiscal year ending (FYE) 2023 budget. The FYE 23 Budget for the Community Advisory Council is \$269,000.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Veronica Eady

ATTACHMENTS:

1. January 19, 2023 CAC Compensation Policy and Procedures Memo

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 02/15/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Community Advisory Council

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: January 19, 2023

Re: Vote on Compensation Policy and Procedures

RECOMMENDED ACTION

Vote to Recommend the Community Advisory Council's Compensation Policy and Procedures to the Air District Board of Directors for Approval.

BACKGROUND

This is an action item for the Community Advisory Council to recommend to the Board of Directors for approval a Compensation Policy and Procedures that formalizes practices to compensate members for their participation in the Community Advisory Council.

DISCUSSION

The Community Advisory Council (CAC) will have the opportunity to discuss and suggest changes to the proposed Compensation Policy and Procedures. The CAC will vote on the proposed Compensation Policy and Procedures. After the CAC votes on the Compensation Policy and Procedures, it will be routed to the Air District Board of Directors for approval. Once approved, the Compensation Policy and Procedures would be effective retroactively to July 1, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Compensation Policy and Procedures has implications on the Air District's budget annually. Desired funding levels for the Council will be determined each fiscal year. Funding for the work of the Community Advisory Council is included in the fiscal year ending 2022 and fiscal year ending 2023 budgets. The FYE23 Budget for the Community Advisory Council is \$269,000.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Veronica Eady

ATTACHMENTS:

1. CAC Compensation Policy

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 02/15/2023

Community Advisory Council

Compensation Policy and Procedures

About the Community Advisory Council

On November 17, 2021, the Board of Directors approved the formation of the Bay Area Air Quality Management District's (Air District) first Community Advisory Council (CAC). The CAC was created to advise the Air District on community related matters, to advance an equity forward policy agenda, and to provide input on key Air District policies and programs. The CAC consists of 17 members that reflect the diversity of the Bay Area and lived experiences of communities heavily impacted by air pollution. The members of the CAC include environmental justice leaders, physicians, non-profit professionals, students, and individuals with diverse skill sets.

Overview

The Air District recognizes the importance of supporting community involvement in Air District initiatives and providing financial support to increase equitable representation in agency programs and activities. This compensation policy describes how members of the CAC will get compensated by the Air District for their time related to meetings, and activities of the CAC or the Air District.

Budget

The Board of Directors wants to empower the CAC as a body of the Board to be impactful and designates funding for the CAC in the Air District's annual budget. The budgeted amount varies from year-to-year based on the availability of funds. The CAC Co-Chairs will work with the Air District Project Lead to request a desired funding level at the end of each year. The Air District's fiscal year is from July 1st to June 30th every year. The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors (i.e., language services, facilitation), meeting venues, and other related costs. The Board will review the CAC's funding request and approve an optimal level of funding as part of the annual agency budgeting process. Once the Board approves a budget amount, the CAC Co-Chairs work with the Air District Project Lead to determine budget allocations for the operations of the CAC.

Compensation Policy

1. Stipends

Stipends are determined based on participation in meetings of the full CAC, Ad Hoc Committee meetings, Co-Chairs meetings, other required meetings, and other pre-approved activities.

1.1 CAC Meetings

CAC members can receive stipends for participation in meetings of the full CAC, currently occurring every other month (bi-monthly). The Air District will provide a stipend of five hundred dollars (\$500)¹ to travel to and from the meeting, prepare for, participate in, and everything else related to the Bi-monthly CAC meetings. The five-hundred-dollar (\$500) stipend for each CAC meeting is intended to cover time spent during the meeting and to fully prepare and participate in CAC meetings. This shall include any Air District trainings, and educational events hosted by the Air District in advance of a full CAC meeting. Trainings and educational activities made available to CAC members in preparation for CAC meetings are not compensated separately from the CAC stipend. The time preparing for and participating in the meeting is not to exceed 10 hours.

1.2 Co-Chairs Meetings, Committee Meetings, and Other Required Meetings

In compliance with the Brown Act, Co-Chairs Meetings and Ad Hoc Committee meetings are held virtually, standing Committee meetings must have quorum in-person, other required meetings (consisting of less than a quorum) may be in-person or virtually. Co-Chairs are compensated at \$75 per hour² to attend Co-Chairs meetings. The maximum number of hours per month to attend Co-Chair meetings is 4 hours. The Co-Chairs may attend meetings related to the work of the CAC, beyond the designated 4 hours for Co-Chairs meetings, as requested by the Board or Air District Staff. CAC members of an Ad Hoc Committee or standing Committee will be compensated at \$75 per hour to attend committee meetings and other required meetings related to the work of the CAC. The maximum number of hours per month for participation in each Ad Hoc Committee and Other Required Meetings shall not to exceed 6 hours per member each month. CAC Members will only receive a stipend for time spent in meetings. Members will not receive a stipend for travel time or meeting preparation time.

To receive a stipend for participation members must be present in the meeting as set forth above. Stipends will be pro-rated based on time spent in the meeting. For example, if a member attends only 30 minutes of a one-hour meeting, they will receive only 50% of the hourly rate, or \$37.5.

1.3 Other Activities

Every fiscal year, each CAC member can apply for up to \$1,000 in funding to support their participation in events, activities, or services the CAC Co-Chairs and Air District Project Lead agree fulfils the mission of the Air District and purpose of the CAC. For example, the CAC may provide funding to send a CAC Member to a regional conference and the stipend would cover their time to attend conference sessions. Another example may be to pay a member of the CAC for research or work related to the Committees, above and beyond meeting attendance. The stipend is intended to cover pre-approved costs related to the work of the CAC up to \$1,000 and shall be calculated at \$75 per hour for time spent on the proposed activity. It the responsibility of the CAC member to make a request for funding at an appropriate level of funding. Requests should be submitted to the Air District Project Lead thirty (30) days in advance of the proposed activity. When a Co-Chair makes a request, they shall recuse themselves from the approval process and the decision to approve the funding request will be made by the other Co-Chairs. When the

¹ Stipend is in alignment with the stipend the California Air Resources Board (CARB) provides to the Environmental Justice Advisory Committee.

² The Air District uses as a guide the living wage² in San Francisco, California for a household of three² (\$75/hour at the time of this publication) to determine an equitable community stipend amount.

CAC only has one Chair, and they make a request for funding, it must be approved by the full body of the CAC. Neither the CAC nor the Air District will be responsible for covering costs beyond the member's estimated expenses and up to a maximum of \$1,000. CAC Members must file a reimbursement for the approved \$1,000 stipend within the applicable fiscal year and are not eligible for additional funding from the "other activities" category until the next fiscal year. Unused funding will not rollover to the next fiscal year. This funding is only available to the CAC during the first 9 months of the fiscal year or until the amount budgeted in the CAC's Board-approved budget is exhausted, whichever comes first. The CAC Co-Chairs reserve the right to reallocate unused funding from this budget item after 9 months for any purpose related to the operations of the CAC.

2. Expense Reimbursement

Members of the CAC shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the CAC, Committee meetings and other pre-approved activities. Transportation, meals, and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors as described in sections 2.1-2.3 below.

2.1 TRAVEL EXPENSES.

CAC Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Air District. The guiding principle of this policy is that travel and expenditures incurred on behalf of the Air District must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by Air District CAC Members.

a) General Procedures and Responsibilities

All travel for the Air District CAC Members must be justified business travel (Section j) and must be preapproved in accordance with the CAC's Compensation Policy to be eligible for reimbursement. For all in-state travel, the designated CAC Co-Chair, in agreement with the Air District's Project Lead, may authorize CAC Member travel on behalf of the Air District. For all out-of-state travel, including international travel, the Committee on Equity, Health, and Justice must authorize CAC Member travel on behalf of the Air District prior to travel. In the case of an unexpected or urgent need to travel on Air District business, a CAC Member must obtain in writing the approval of the designated CAC Co-Chair, and agreement from the Air District's Project Lead before any travel related expenditures are incurred. Such approval must be reported to and ratified by the Committee on Equity, Health, and Justice at the committee's next meeting. CAC Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are required except where otherwise stated in this Policy. When a CAC Member combines business and personal travel on a business trip, the CAC Member will be responsible for the additional charges related to the personal travel. Only the CAC Member's direct travel expenditures are eligible for reimbursement. The Air District will not provide reimbursement for travel expenditures incurred by a spouse or any other individual traveling with the CAC Member. Requests for reimbursement of expenditures must be submitted on the authorized Air District Expense Reimbursement Form within 30 calendar days

after the conclusion of the trip. Receipts must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by the Air District which is subsequently refunded to the traveler by a third party must be repaid to the Air District within 30 calendar days of receipt. Only the Executive Director can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of the Air District to do so. Any CAC Member reimbursement that requires the waiver of this policy by the Executive Director for approval will be brought back to the Committee on Equity, Health, and Justice for informational purposes. Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act. Any CAC Member authorized to travel on behalf of the Air District pursuant to this section shall provide a brief, written report on their travel on the CAC Member Travel Report Back Form. Any Co-Chair may also request that CAC Members who represent the Air District at meetings, conferences, or other events provide an oral report on their participation and experience to the full CAC at the bi-monthly meeting following the CAC Members' return.

b) CAC Member Selection for Attendance

The CAC Chair/Co-Chairs shall nominate for approval by the Committee on Equity, Health, and Justice, CAC Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the CAC Chair/Co-Chairs shall solicit the interest of CAC Members and consult with the Executive Director and any other relevant Air District staff to ensure compliance with this policy.

The CAC Chair or Co-Chairs shall have priority to represent the Air District at any event where attendance is limited or capped due to cost or capacity. In considering which other CAC Members may be selected for travel, or who shall represent the Air District, the CAC Chair/Co-Chairs shall consider, at a minimum, all the following:

- The history of attendance and participation by the CAC Member at regular CAC, Co-Chair meetings, and Ad Hoc Committee Meetings (if the CAC Member is a member of an Ad Hoc Committee)
- The length of service on the CAC by a CAC Member
- The prior opportunities to travel and represent the Air District by the CAC Member
- The relevance or appropriateness of the CAC Member's committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new CAC Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of the CAC Member
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the CAC Chair/Co-Chairs shall have the authority to recommend non-CAC Members for inclusion in Air District-related travel. Non-CAC Members must live in an overburdened community within the 9-County Bay Area. The recommended non-CAC member cannot be a family member of any CAC member. In making such a recommendation, the Chair/Co-Chairs

shall demonstrate how and why the recommendation fulfills the mission of the Air District and is consistent with the purpose of the CAC and agency.

c) Conferences/Conventions

Registration fees for conferences and conventions are reimbursable for CAC Members if the conference or convention is directly related to the mission of the Air District, and consistent with the purpose of the CAC, the CAC Member is attending as a representative of the Air District and the CAC Member received preapproval from the CAC Chair/Co-Chairs and agreement from relevant Air District staff.

d) Air Travel

CAC Members flying on business should make reservations as early as possible to minimize costs. For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to “economy plus” seats (or equivalent), or to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only. For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the “economy plus” fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only. CAC Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the CAC Member is traveling with heavy or bulky materials or equipment necessary for Air District business.

e) Hotel Accommodations

Reimbursement for hotel accommodation while traveling on Air District business is limited to those circumstances where the meeting or activity is expected to last longer than one business day or if there is an emergency that causes the CAC Member stay overnight. When making hotel reservations, CAC Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, www.gsa.gov for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that the Air District will reimburse per night, plus any applicable taxes.

CAC Members should use hotels where government rates are available.

Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to the Air District by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on Air District business, the CAC Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing the Air District work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

f) Rental Vehicles

Reimbursement for rental of cars or other vehicles while traveling on Air District business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession and must also have a good driving record. In the event a rental vehicle is required, the Air District will reimburse for a "Standard Class" size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

The Air District holds liability insurance to cover third parties in case a CAC Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in Air District business. Accordingly, rental car insurance is not an allowable reimbursable expenditure. Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

g) Meals While Traveling

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center, the CAC meeting location, or the CAC Member's personal residence. Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
- ii) The Per Diem Rates for meals located on the GSA website, www.gsa.gov for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a CAC Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination. If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by the Air District, then no separate reimbursement is allowed for that meal. A CAC Member who pays the bill for a meal attended by more than one CAC Member or Air District employee may submit the expenditure with receipt for the combined meal cost, but all attendees' names must be included on the expense report form. Only costs related to CAC Members and Air District employees' meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

CAC Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to

substantiate out-of-pocket expenses in the event of an audit by the State or IRS. Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to Air District business, movies, shows, etc...

h) Other Meals

Expenditures for business meals other than meals during travel, such as meals with other elected officials where Air District business is discussed, must be preapproved by the Executive Director. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation: i. Names of individuals present along with their titles and affiliation, ii. Name and location of where the meal took place, iii. Exact amount and date of the expenditure, and iv. Specific Air District-related topics discussed.

i) Miscellaneous Travel Expenditures

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping gratuity are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for Air District business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. CAC Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – CAC Member's use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at www.irs.gov. Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession, and a good driving record.

j) Justified Air District Travel

Justified Air District travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with Air District Staff for legislative advocacy purposes.
- Attending the AWMA Conference as an Air District representative
- Attending other air quality-related conferences as an Air District representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

k) Non-Reimbursable Expenditures

Non-reimbursable expenditures include but are not limited to:

Airfare upgrades or rental car upgrades

Air phone charges (except in emergencies)

Alcoholic beverages

Business class airfare

Entertainment expenditures

Expenditures incurred by/for spouses or other travel companions

Expenditures related to personal days while on business trip

First class airfare Interest incurred on credit cards

Loss due to theft of cash or personal property

Lost baggage or briefcase Meeting room rentals (when not for Air District business) "No show"

charges for hotel or car service

Optional travel or baggage insurance

Parking or traffic tickets or fines

Personal items

Reading material such as magazines, books and newspapers

Rental car insurance

Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

l) Forms

The Travel and Expense Reimbursement Forms and Member Travel Report Back Form are kept by the Clerk of the Board.

2.2 CAC MEMBER PER DIEM MEAL EXPENSES. The CAC is authorized to include meals in their expenses, when such expenses occur as a result of attendance at CAC, committee or other authorized functions and provided that receipts are presented as required.

2.3 INCIDENTAL EXPENSES OF CAC MEMBERS. Actual and necessary incidental expenses in attendance at other meetings or on direction of the CAC Chair/Co-Chairs, or Chairperson of the Board, the Committee on Equity, Health, and Justice, or in conference on Air District business with qualified persons, shall be allowed to the member of the CAC.

Compensation Procedures

Payments

Stipend payments are processed based on meeting attendance. Air District staff track attendance during CAC meetings, Ad Hoc meetings and all other required meetings or events of the CAC. Air District staff will email each CAC Member an "Expense Report" documenting their attendance and corresponding stipend. CAC Members must return their signed expense forms with receipts **before** the 25th of each month. If the signed expense reports are submitted timely, payments will normally be processed within 2-3 weeks. If the signed expense form is received **after** the 25th, payment will be delayed by 6-9 weeks. Council Members may receive checks or sign-up for Direct Deposit.

Requirements

CAC Members are eligible to receive stipends and travel reimbursements with the appropriate documentation. To be eligible, a CAC Member must submit a completed W-9 form (with a Social Security number or IRS Individual Taxpayer Identification Number) to Air District staff. In addition, the CAC members must submit a *Community Advisory Council Compensation Agreement* to acknowledge receipt and understanding of the CAC's Compensation Policy and Procedures.

Disclaimers

Community Advisory Council Members are not employees of the Air District. Stipends are typically considered taxable income. As stipends are not considered wages, taxes will not be deducted. CAC members who meet certain income thresholds will have to calculate and pay taxes as required by law. In addition, an increase in taxable income could impact social program eligibility. Grievances applicable to any portion of the CAC Compensation Policy and Procedures shall be resolved in accordance with the Air District Administrative Code.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: February 15, 2023

Re: Community Advisory Council, January 19, 2023, Meeting Presentation

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

The Community Advisory Council (CAC) was established on November 4, 2021, by the Community Equity, Health and Justice Committee (CEHJ) of the Air District Board of Directors. On November 17, 2021, the Air District Board of Directors approved the formation of the CAC. The CAC has 17 members representing different environmental justice communities throughout the Bay Area.

DISCUSSION

The CAC Co-Chairs, Latasha Washington, Kevin Jefferson, and Ms. Margaret Gordon, will present a summary of the key agenda items covered during the last CAC meeting held on January 19, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Amy Smith
Reviewed by: Suma Peesapati

ATTACHMENTS:

None

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 02/15/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: February 15, 2023

Re: Discussion of the 2023 Community Equity, Health, and Justice Committee Work
Plan

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

The Community Equity, Health and Justice, Committee (Committee) advises the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment for all people of the Bay Area, regardless of race, ethnicity, age, gender identity, national origin, immigration status, ability or disability, or sexual orientation.

The Committee oversees staff efforts in developing policies for both internal and external operations, which impact the Bay Area. Internal operations include applying an equity lens to programs, policies, practices, and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and continuous racial equity training. External operations include addressing disparities by applying an equity lens to Air District programs, policies, practices, and procedures.

DISCUSSION

As part of its first meeting of the year, the Committee will review and discuss the proposed schedule and workplan for meetings in 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Sonam Shah-Paul
Reviewed by: Veronica Eady

ATTACHMENTS:

1. 2023 CEHJ Workplan

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 02/15/2023

Proposed 2023 Community Equity, Health, and Justice Committee Workplan

Meeting Schedule	Topics
March - May	<ul style="list-style-type: none"> • Community Advisory Council Update • Community Perspectives • Path to Clean Air Steering Committee Next Steps • Community Advisory Council Charter • Community Advisory Council Work Plan Update • Strategic Incentives Update • Overview of Air Quality Programs in Overburdened Communities
June - July	<ul style="list-style-type: none"> • Community Advisory Council Update • Community Perspectives • Environmental Justice Policy Check-In • Spare the Air Resource Teams Update • TIO Update and Racial Equity Toolkit • Bay Air Center • Participatory Budgeting
August – No Meeting	
September - December	<ul style="list-style-type: none"> • Community Perspectives • Community Advisory Council Update • Community-engaged Enforcement (guest speaker) • EPA Grant Funding for Local-scale Community-led Monitoring in East Oakland • AB 617 Annual Overview and Update • West Oakland Annual Report • Diversity, Equity, and Inclusion Office Update • Air District-wide Stipend Policy • James Cary Smith Community Grant Program Update/Transparent and Equitable Funding • Community Benefits Fund Update • Update on Voluntary Complaint Agreement with EPA

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: April 5, 2023

Re: Report of the Legislative Committee Meeting of February 27, 2023

RECOMMENDED ACTION

A) Consideration of New Bills

1. **Adopt** the following positions on the legislation listed below:

- **Assembly Bill 849 (Garcia)** – Community emissions reduction programs. **(Support)**;
- **Senate Bill 563 (Archuleta)** – Air pollution control districts and air quality management districts: independent special districts: funding. **(Support)**;
- **Senate Bill 415 (Durazo)** – Air quality: rules and regulations: socioeconomic impacts assessment. **(Work with author)**; and
- **Senate Bill 674 (Gonzalez)** – Air pollution: refineries: community air monitoring systems: fence-line monitoring systems. **(Work with author)**.

BACKGROUND

None.

DISCUSSION

The Legislative Committee met on Monday, February 27, 2023, and approved the Minutes of December 12, 2022. This meeting was conducted under procedures in accordance with Assembly Bill 361 (Rivas 2021). Members of the Committee participated by teleconference.

The Committee then received the staff presentation *2023 Legislative Platform*, which was broken into three categories: **State Budget, State Legislation, and Federal Legislation and Regulatory Activity**. The Committee approved the *2023 Legislative Platform*.

The Committee then received the staff presentation *Consideration of New Bills*. The Committee recommends the Board **adopts** the following positions on the legislation listed below:

- **Assembly Bill 849 (Garcia)** – Community emissions reduction programs. **(Support)**;

- **Senate Bill 563 (Archuleta)** – Air pollution control districts and air quality management districts: independent special districts: funding. **(Support)**;
- **Senate Bill 415 (Durazo)** – Air quality: rules and regulations: socioeconomic impacts assessment. **(Work with author)**; and
- **Senate Bill 674 (Gonzalez)** – Air pollution: refineries: community air monitoring systems: fence-line monitoring systems. **(Work with author)**.

The Committee then received the staff presentation *State Legislative Budget*, reflecting statewide funding amounts for the 2023-24 State Budget, and how they contrast with those from the 2022-23 State Budget. Significant program cuts (at this time) include: Assembly Bill 617 implementation, community grants, and additional incentives; clean truck and bus; agricultural diesel engine replacement; clean air resilience centers; and woodstove replacement.

Finally, the Committee received the staff presentation Air District – Sponsored Bills, listing five bills that the Air District is currently sponsoring, co-sponsoring, or will consider sponsoring or co-sponsoring once substantive language has been added to the bill:

- **Assembly Bill (AB) 536 (Wilson)** – Bay Area Air Quality Management Advisory Council: compensation. **(Sponsor)**;
- **Assembly Bill 953 (Connolly and Hart)** – Coastal resources: voluntary vessel speed reduction and sustainable shipping program. **(Co-Sponsor)**;
- **Assembly Bill 1465 (Wicks)** – Nonvehicular air pollution: civil penalties. **(Spot Bill - No position is being proposed at this time)**;
- **Assembly Bill 1609 (Garcia)** – Air pollution: motor vehicles: district fees. **(Spot Bill - No position is being proposed at this time)**; and
- **Senate Bill 849 (Stern)** – Air pollution: emissions from ports. **(Intent Bill - No position is being proposed at this time)**.

The next meeting of the Legislative Committee will be held on Wednesday, April 5, 2023, at 375 Beale Street, San Francisco, CA 94105 at 10:00 a.m. The meeting will also be webcast for members of the public. This concludes the Chair Report of the Legislative Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Legislative Committee Meeting Memorandums of February 27, 2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Margaret Abe-Koga and Members
of the Legislative Committee

From: Philip M. Fine
Executive Officer/APCO

Date: February 27, 2023

Re: Approval of the Legislative Platform for 2023

RECOMMENDED ACTION

The Legislative Committee (Committee) will consider approving the attached Legislative Platform for 2023.

BACKGROUND

The Legislative Platform is an attempt to provide overall advocacy principles to the Committee and Board of Directors, as well as provide guidance to Air District staff for this legislative year.

DISCUSSION

The platform is divided into three sections – state budget, state legislation, and federal legislation and regulatory activity. The platform does not commit the Air District to positions on every legislative proposal in the listed categories but does provide a metric for use in bringing proposals to the Committee for discussion.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

ATTACHMENTS:

1. 2023 Legislative Platform

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023



Legislative Platform (2023)

State Budget

1. **State Funding for Clean Air Projects:** Advocate for new and continued funding for investment in projects that reduce air pollution and exposure in the Bay Area. The Air District will pursue funding to support programs in the Bay Area Region from all available sources, including Carl Moyer, the Greenhouse Gas Revenue Fund, Assembly Bill (AB) 118, and the Air Pollution Control Fund.
2. **AB 617 Community Air Protection Program Implementation and Incentive Funding:** Advocate for adequate and continuous funding to support the Air District's AB 617 Community Air Protection Program. The state should provide necessary resources to fund the emissions inventory, regulatory, administrative, air monitoring, and community outreach activities necessary to effectively implement AB 617 requirements. The 2022-23 budget includes statewide funding in the amount of \$60 million (M) for implementation, \$240M for incentives, and \$10M for community grants.
3. **Wildfire Smoke Public Health Response:** The Air District sponsored AB 836 Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program by Assemblymember Wicks in 2019, which received funding in the state budget for 2020-21 for \$5M. Subsequent budgets have absorbed clean air center funding into a concept called "resilience centers." The Air District will strongly advocate for continued funding of resilience centers and clean air centers.
4. **Support for Air District Activities Related to Wildfire Mitigation:** The passage of Senate Bill (SB) 1260 in 2018 has provided funding for air districts to support prescribed fire and other forest health activities by land managers, which has been continuously funded since then. The Air District will continue to advocate for this funding.
5. **Clean Tech Financing:** Support proposals to provide financing assistance to clean technology projects, and if possible, funding for the Air District's Climate Tech Finance Program.
6. **Low-Carbon Transportation Incentives:** Support proposals for mobile source incentive programs that accelerate the turnover of older and more polluting diesel engines with cleaner alternatives, including zero-emission alternatives, that reduce emissions of greenhouse gases, criteria pollutants and precursors, and toxic air contaminants.
7. **Commercial Harbor Craft Funding:** The 2022-23 budget includes \$60M to reduce emissions from commercial harbor craft subject to regulation by the California Air Resources Board (CARB). The Air District will continue to strongly advocate for additional funding for this program.



Legislative Platform (2023)

State Legislation

1. **Vehicle Emissions and Reducing Vehicle Miles Traveled:** Support legislative proposals that encourage active transportation, reduce vehicle miles traveled, and reduce emissions in the transportation sector. Oppose legislative proposals that roll back existing smog check and vehicle maintenance requirements.
2. **Climate Change:** Support legislative proposals that align with the Air District's 2017 Bay Area Clean Air Plan, including limiting fossil fuel combustion, stopping methane leaks, advancing zero-emission vehicle usage, advancing clean fuel adoption, accelerate low carbon buildings, supporting Community Choice Aggregation programs, and building energy efficiency in both new and existing buildings.
3. **AB 617 Community Air Protection Program:** Support legislative proposals that seek to reduce emissions and exposure in overburdened communities consistent with the framework of the Federal Clean Air Act and California Clean Air Act.
4. **Wildfire Smoke Public Health Response:** Support legislative proposals that would improve indoor air quality in public and non-public spaces through improved filtration or weatherization, especially in vulnerable and disadvantaged communities.
5. **Emergency Backup Generation:** Support legislative proposals that seek to reduce diesel particulate emissions in backup generation through use of cleaner generation. Oppose legislative proposals that restrict air district regulatory authority of diesel backup generators.
6. **Toxic Air Emissions:** Support legislative proposals to reduce emissions and exposure of air toxics. Oppose legislation that would potentially result in increases of exposure to air toxic emissions in the Bay Area Region.
7. **Wildfire Smoke Mitigation/Prescribed Fire:** Support legislative proposals to proactively reduce smoke from catastrophic wildfires through responsible fuel management policies, including the use of prescribed fire.
8. **Stationary Source Greenhouse Gas Authority:** Support legislative proposals to allow local air district the authority to establish stationary source greenhouse gas limits.
9. **Land Use:** Monitor legislative proposals that have the potential to directly affect local and regional air quality goals.



Legislative Platform (2023)

Federal Legislation and Regulatory Activity

1. **Federal Funding for Air District Clean Air Programs:** Advocate for continuous and increased funding for Air District programs that reduce emissions and exposure, or that support monitoring and planning efforts in the Bay Area Region, including federal 103 and 105 grants, Diesel Emission Reduction Act grants, and Targeted Airshed Grants.
2. **Wildfire Smoke Public Health Response:** Support federal level efforts, including legislative efforts, to improve wildfire smoke public health response and indoor air quality in the Bay Area Region.
3. **Clean Transportation Programs:** Support efforts to secure funding for clean transportation infrastructure in the Bay Area in federal transportation bills and economic stimulus bills.
4. **Clean Energy Programs:** Support efforts to promote clean energy technology through incentive funding or tax credits, especially in disadvantaged communities in the Bay Area. Support proposals to provide financing assistance to clean technology projects, and if possible, funding for the Air District's Climate Tech Finance Program.
5. **Particulate Matter Standards:** Support EPA's proposal to set a more health-protective particulate matter standard consistent with the scientific evidence.
6. **Vehicle Emission Standards:** Support efforts to retain stringent vehicle emission standards that align with current California standards for light-, medium-, and heavy-duty vehicles. Support efforts to retain California vehicle emission standard authority.
7. **Climate Change:** Support federal level efforts, including legislative efforts, that align with the Air District's 2017 Bay Area Clean Air Plan, including limiting fossil fuel combustion, stopping methane leaks, advancing zero-emission vehicle usage, advancing clean fuel adoption, accelerate low carbon buildings, supporting Community Choice Aggregation programs, and building energy efficiency in both new and existing buildings.
8. **Leaded Aviation Gas:** Support efforts to cause EPA to adopt the proposed endangerment finding for leaded aviation gas. Support additional regulatory and incentive programs to promote use of lower lead and no-lead alternatives.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Margaret Abe-Koga and Members
of the Legislative Committee

From: Philip M. Fine
Executive Officer/APCO

Date: February 27, 2023

Re: State Legislative Update and Consideration of New Bills

RECOMMENDED ACTION

Approve staff's recommendation of SUPPORT for the following bills:

- Assembly Bill (AB) 849 (Garcia) – Community emissions reduction programs.
- Senate Bill (SB) 563 (Archuleta) – Air pollution control districts and air quality management districts: independent special districts: funding.

Approve staff's recommendation of WORK WITH AUTHOR for the following bills:

- SB 415 (Durazo) – Air quality: rules and regulations: socioeconomic impacts assessment.
- SB 674 (Gonzalez) – Air pollution: refineries: community air monitoring systems: fence-line monitoring systems.

BACKGROUND

This is the first year of the two-year 2023-2024 Legislative Session. February 17, 2023, was the last day for bills to be introduced. Bills can be heard in committee 31 days after being introduced, with most bills being heard in committee beginning in mid-March.

Attached is the matrix of bills that the Air District is currently tracking and has been arranged by category.

DISCUSSION

Staff will provide the Committee with a brief summary and status of bills listed on the attached list and will recommend bills to support, oppose, and work with the author during the session. Staff will review other bills that may be of interest to the Committee.

Specifically, staff will plan to discuss the following bills:

AB 849 (Garcia) – Community emissions reduction programs.

CapitolTrack Summary: Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies.

If passed, AB 849 would provide AB 617 Community Steering Committees with a state budget allocation separate from allocations to air districts. The bill would require other relevant state agencies to implement and enforce measures assigned to them as a part of the community emissions reduction program unless the relevant state agency finds that those measures are infeasible at a public meeting of its governing body.

This bill requires a majority vote in both the Assembly and Senate. The earliest this bill can be heard is March 17, 2023.

Staff Recommendation: Support

SB 312 (Wiener) – State highways: true warm mix asphalt.

CapitolTrack Summary: Current law authorizes the Department of Transportation to construct, improve, and maintain state highways. Current law authorizes the department to provide for the payment of extra compensation to a contractor on a road project, as a bonus for completion prior to the specified time. Until January 1, 2029, this bill would require the department to also provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by this bill. The bill would require the department to submit specified reports to the Legislature on certain findings related to true warm mix asphalt.

If passed, SB 312 would until January 1, 2029, require Caltrans to provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by the bill.

This bill requires a majority vote in both the Assembly and Senate. The earliest this bill can be heard is March 9, 2023.

Staff Recommendation: None at this time

SB 411 (Portantino) – Open meetings: teleconferences: bodies with appointed membership.

CapitolTrack Summary: Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice, agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency’s jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. This bill would authorize a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill would alternatively define “legislative body” for this purpose to mean a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to the Ralph M. Brown Act.

If passed, SB 411 would authorize a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill would alternatively define “legislative body” for this purpose to mean a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed, and which board, commission, or advisory body is otherwise subject to the act. This bill is an emergency bill that could go into effect as soon as it is signed by the Governor.

This bill requires a two-thirds vote in both the Assembly and Senate. The earliest this bill can be heard is March 12, 2023.

Staff Recommendation: None, at this time.

SB 415 (Durazo) – Air quality: rules and regulations: socioeconomic impacts assessment.

CapitolTrack Summary: Current law requires a local air pollution control district or an air quality management district (local air district) that intends to propose the adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations to perform, except as specified, an assessment of the socioeconomic impacts of the proposed adoption, amendment, or repeal of the rule or regulation, as provided. Current law defines “socioeconomic impacts” to include, among other things, the type of industries or business, including small business, affected by the rule or regulation, the impact of the rule or regulation on employment and the economy of the region affected by the adoption of the rule or regulation,

and the range of probable costs, including costs to industry or business, including small business, of the rule or regulation. This bill would authorize a local air district to contract with a third party to conduct the required assessment of socioeconomic impacts, or portion thereof, as provided. The bill would require a local air district to ensure that a prospective third-party contractor includes in its proposal for the assessment specified information, including, among other things, a conflicts statement and a proposed schedule and budget for the assessment. This bill would expand the definition of “socioeconomic impacts” to include the disproportionate impact, if any, of the proposed adoption, amendment, or repeal of the rule or regulation on Black, African American, Hispanic, Latino, Asian, Pacific Islander, Native American, Native Hawaiian, Alaska Native, gay, lesbian, bisexual, and transgender individuals and women.

If passed, SB 415 would expand the definitions and requirements of a socioeconomic impact assessment conducted by an air district or the California Air Resources Board.

This bill requires a majority vote in both the Assembly and Senate. The earliest this bill can be heard is March 12, 2023.

Staff Recommendation: Work with Author

SB 563 (Archuleta) – Air pollution control districts and air quality management districts: independent special districts: funding.

CapitolTrack Summary: Current law provides for the establishment of air pollution control districts and air quality management districts. Current law declares a district a body corporate and politic and a public agency of the state, and prescribes the general powers and duties of a district. Current law authorizes a district to receive funding from specified sources, including, but not limited to, grants, permit fees, and penalties. This bill would designate a district as an independent special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

If passed, SB 563 would designate an air pollution control district or air quality management district as an independent special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

This bill requires a majority vote in both the Assembly and Senate. The earliest this bill can be heard is March 18, 2023.

Staff Recommendation: Support

SB 674 (Gonzalez) – Air pollution: refineries: community air monitoring systems: fence-line monitoring systems.

CapitolTrack Summary: Current law requires a refinery-related community air monitoring system to be installed near each petroleum refinery that meets certain requirements. Current law requires the owner or operator of a petroleum refinery to develop, install, operate, and maintain a fence-line monitoring system in accordance with guidance developed by the appropriate air quality management district or air pollution control district. Current law requires the air districts and the owners or operators of refineries to collect real-time data from those monitoring systems,

to maintain records of that data, and, to the extent feasible, provide to the public those data in a publicly accessible format. This bill would extend the above requirements to refineries engaging in other types of refining processes, including those using noncrude oil feedstock, and to auxiliary facilities. The bill would require the refinery-related community air monitoring system and the fence-line monitoring system to be installed on or before January 1, 2026, and after a 30-day public comment period. The bill would require the monitoring systems to monitor certain pollutants identified by the Office of Environmental Health Hazard Assessment. The bill would require the air districts and the owners and operators of refineries to maintain records of the data collected from those systems for at least 5 years and would require the owners and operators to post online, and to notify the public of the availability of, quarterly reports containing certain information.

If passed, SB 674 would make changes to existing fenceline monitoring requirements at refineries, including equipment, reporting, and emergency response.

This bill requires a majority vote in both the Assembly and Senate. The earliest this bill can be heard is March 19, 2023.

Staff Recommendation: Work with Author

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

ATTACHMENTS:

1. Bills of Interest Matrix - As of February 21, 2023
2. AB 849 (Garcia) - Bill Text - As Introduced on 2/14/2023
3. SB 312 (Wiener) - Bill Text - As Introduced on 2/6/2023
4. SB 411 (Portantino) - Bill Text - As Introduced on 2/9/2023
5. SB 415 (Durazo) - Bill Text - As Introduced on 2/9/2023
6. SB 563 (Archuleta) - Bill Text - As Introduced on 2/15/2023
7. SB 674 (Gonzalez) - Bill Text - As Introduced on 2/16/2023

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023

Bill #	Author	Subject	Last Amended	Last Status - As of 2/21/2023	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 1265	Gallagher	Low Carbon Fuel Standard regulations: repeal.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Climate Change
AB 1305	Gabriel	Voluntary carbon offset disclosures.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Climate Change
AB 1638	Fong, Mike	Workforce development: climate change.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Climate Change
AB 1689	Grayson	Greenhouse gases: built environment: decarbonization.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Climate Change
AB 30	Ward	Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.		1/26/2023-Referred to Com. on W., P., & W.	1/26/2023-A. W., P. & W.			Low	Climate Change
AB 397	Essayli	California Global Warming Solutions Act of 2006: scoping plan.		2/9/2023-Referred to Com. on NAT. RES.	2/9/2023-A. NAT. RES.			Low	Climate Change
AB 43	Holden	Greenhouse gas emissions: building materials: credit trading platform and compliance system.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	Climate Change
AB 45	Boerner Horvath	Coastal resources: coastal development permits: blue carbon demonstration projects: new development: greenhouse gas emissions.		1/26/2023-Referred to Com. on NAT. RES.	1/26/2023-A. NAT. RES.			Low	Climate Change
AB 882	Davies	Coastal resources: Climate Ready Program: State Coastal Conservancy.		2/15/2023-From printer. May be heard in committee March 17.	2/14/2023-A. PRINT			Low	Climate Change
AB 9	Muratsuchi	California Global Warming Solutions Act of 2006: emissions limit.		1/26/2023-Referred to Com. on NAT. RES.	1/26/2023-A. NAT. RES.			Low	Climate Change
SB 12	Stern	California Global Warming Solutions Act of 2006: emissions limit.		2/10/2023-Set for hearing March 15.	1/18/2023-S. E.Q.			Low	Climate Change
SB 253	Wiener	Climate Corporate Data Accountability Act.		2/10/2023-Set for hearing March 15.	2/9/2023-S. E.Q.			Low	Climate Change
SB 306	Caballero	Equitable Building Decarbonization Program: direct install program.		2/15/2023-Referred to Com. on E., U. & C.	2/15/2023-S. E. U., & C.			Low	Climate Change
SB 308	Becker	Carbon sequestration: state goals.		2/15/2023-Referred to Com. on RLS.	2/2/2023-S. RLS.			Low	Climate Change
SB 422	Portantino	Environmental quality: greenhouse gas emissions: permit streamlining.		2/14/2023-From printer. May be acted upon on or after March 16.	2/13/2023-S. RLS.			Low	Climate Change
SB 511	Blakespear	Greenhouse gas emissions inventories.		2/15/2023-From printer. May be acted upon on or after March 17.	2/14/2023-S. RLS.			Low	Climate Change
SB 682	Skinner	Low-carbon cement and concrete.		2/17/2023-From printer. May be acted upon on or after March 19.	2/16/2023-S. RLS.			Low	Climate Change
SJR 2	Gonzalez	Climate change: Fossil Fuel Non-Proliferation Treaty.		2/17/2023-Introduced. Referred to Com. on RLS.	2/17/2023-S. RLS.			Low	Climate Change
AB 1550	Bennett	Green hydrogen.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 1561	Gallagher	Reformulated gasoline regulations.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 1591	Wallis	Energy: petroleum pricing.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 1614	Gabriel	Gasoline fueling stations: phase out: study.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 1623	Muratsuchi	Clean energy resources.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 1687	Dable, Megan	Generators attached to recreational vehicles.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
AB 3	Zbur	Offshore wind energy.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	Energy
AB 631	Hart	Oil and gas.		2/10/2023-From printer. May be heard in committee March 12.	2/9/2023-A. PRINT			Low	Energy
AB 998	Connolly	Biomass energy facilities: State Energy Resources Conservation and Development Commission: report.		2/16/2023-From printer. May be heard in committee March 18.	2/15/2023-A. PRINT			Medium	Energy
ABX1 1	Ting	Oil refineries: maintenance.		12/5/2022-Read first time. To print.	12/5/2022-A. PRINT			Low	Energy
ABX1 2	Fong, Vince	Motor Vehicle Fuel Tax Law: suspension of tax.		12/5/2022-Read first time. To print.	12/5/2022-A. PRINT			Low	Energy
ABX1 3	Bains	Petroleum refineries: imports.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Energy
SB 233	Skinner	Energy: new zero-emission vehicles and electric vehicle supply equipment: bidirectional capability.		2/1/2023-Referred to Com. on RLS.	1/24/2023-S. RLS.			Low	Energy
SB 438	Caballero	Carbon sequestration: Carbon Capture, Removal, Utilization, and Storage Program.		2/14/2023-From printer. May be acted upon on or after March 16.	2/13/2023-S. RLS.			Low	Energy
SB 493	Min	Air pollution: alternative vehicles and electric and hydrogen infrastructure.		2/15/2023-From printer. May be acted upon on or after March 17.	2/14/2023-S. RLS.			Low	Energy
SB 5	Nguyen	Motor Vehicle Fuel Tax Law: limitation on adjustment.		1/18/2023-Referred to Com. on GOV. & F.	1/18/2023-S. GOV. & F.			Low	Energy
SB 507	Gonzalez	Electric vehicle charging station infrastructure: assessments.		2/15/2023-From printer. May be acted upon on or after March 17.	2/14/2023-S. RLS.			Low	Energy
SB 556	Gonzalez	Oil and gas wells: oversight: health protection zones.		2/16/2023-From printer. May be acted upon on or after March 18.	2/15/2023-S. RLS.			Low	Energy
SB 746	Eggman	Energy conservation contracts: alternate energy equipment: hydrogen.		2/17/2023-Introduced. Read first time. To Com. on RLS. for assignment. To print.	2/17/2023-S. RLS.			Low	Energy
SBX1 2	Skinner	Energy: transportation fuels: supply and pricing: maximum gross gasoline refining margin.		12/5/2022-Introduced. Read first time. Referred to Com. on RLS.	12/5/2022-S. RLS.			Low	Energy
SBX1 3	Grove	Oil imports: air quality emissions data.		1/4/2023-Read first time.	12/6/2022-S. RLS.			Low	Energy

Bill #	Author	Subject	Last Amended	Last Status - As of 2/21/2023	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 1195	Calderon	Climate Change Preparedness, Resiliency, and Jobs for Communities Program: climate-beneficial projects: grant funding.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Environmental Justice
AB 1224	Bryan	Environmental justice.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Environmental Justice
AB 1681	Bryan	Environmental justice.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Environmental Justice
AB 1609	Garcia	Air pollution: motor vehicles: district fees.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT	Potential Sponsor/ Co-Sponsor		Medium	General-Air District
AB 536	Wilson	Bay Area Air Quality Management Advisory Council: compensation.		2/17/2023-Referred to Com. on NAT. RES.	2/17/2023-A. NAT. RES.		Air District-Sponsored	High	General-Air District
AB 650	Arambula	San Joaquin Valley Unified Air Pollution Control District: board.		2/10/2023-From printer. May be heard in committee March 12.	2/9/2023-A. PRINT			Low	General-Air District
AB 849	Garcia	Community emissions reduction programs.		2/15/2023-From printer. May be heard in committee March 17.	2/14/2023-A. PRINT		Propose Support	Medium	General-Air District
AB 985	Arambula	Air pollution: mobile and stationary sources.		2/16/2023-From printer. May be heard in committee March 18.	2/15/2023-A. PRINT			Low	General-Air District
SB 415	Durazo	Air quality: rules and regulations: socioeconomic impacts assessment.		2/10/2023-From printer. May be acted upon on or after March 12.	2/9/2023-S. RLS.		Propose Work With Author	Medium	General-Air District
SB 563	Archuleta	Air pollution control districts and air quality management districts: independent special districts: funding.		2/16/2023-From printer. May be acted upon on or after March 18.	2/15/2023-S. RLS.		Propose Support	Medium	General-Air District
SB 674	Gonzalez	Air pollution: refineries: community air monitoring systems: fence-line monitoring systems.		2/17/2023-From printer. May be acted upon on or after March 19.	2/16/2023-S. RLS.		Propose Work With Author	Medium	General-Air District
AB 1012	Quirk-Silva	State Air Resources Board: mobile source regulations: lifecycle analysis.		2/16/2023-From printer. May be heard in committee March 18.	2/15/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1045	Hart	Vehicle air pollution: State Air Resources Board: regulations.		2/16/2023-From printer. May be heard in committee March 18.	2/15/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1267	Ting	Zero-emission vehicle incentive programs: diesel and gasoline superusers.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1349	Irwin	Transportation electrification: grant recipients: data reporting.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1372	Alvarez	Vehicle air pollution: medium- and heavy-duty vehicles: land ports of entry.		2/17/2023-Introduced. To print.	2/17/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1374	Alvarez	Greenhouse Gas Reduction Fund: investment plan.		2/17/2023-Introduced. To print.	2/17/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1401	Garcia	Air Quality Improvement Program.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1567	Garcia	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1585	Ward	Air pollution: Clean Cars 4 All Program.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 287	Garcia	California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: competitive grant programs: funding objectives.		2/2/2023-Referred to Com. on NAT. RES.	2/2/2023-A. NAT. RES.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 321	Wilson	Sales and Use Tax: exemptions: zero-emission public transportation ferries.		2/9/2023-Referred to Com. on REV. & TAX.	2/9/2023-A. REV. & TAX			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 579	Ting	Schoolbuses: zero-emission vehicles.		2/17/2023-Referred to Com. on ED.	2/17/2023-A. ED.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 627	Jackson	Heavy-duty trucks: grant program: operating requirements.		2/17/2023-Referred to Coms. on TRANS. and B. & F.	2/17/2023-A. TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 769	Bauer-Kahan	Personal Income Tax Law: Corporation Tax Law: credits: carbon reduction.		2/14/2023-From printer. May be heard in committee March 16.	2/13/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 772	Jackson	Electric vehicle chargers.		2/14/2023-From printer. May be heard in committee March 16.	2/13/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 858	Muratsuchi	California Climate Cashback Program.		2/15/2023-From printer. May be heard in committee March 17.	2/14/2023-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 953	Connolly	Coastal resources: voluntary vessel speed reduction and sustainable shipping program.		2/15/2023-From printer. May be heard in committee March 17.	2/14/2023-A. PRINT		Air-District Co-Sponsor	High	GGRF, Incentive Programs, Mobile Source, Cap and Trade
ACA 2	Alanis	Public resources: Water and Wildfire Resiliency Act of 2023.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 301	Portantino	Vehicle air pollution: Zero-Emission Aftermarket Conversion Project.		2/15/2023-Referred to Coms. on E.Q. and TRANS.	2/15/2023-S. E.Q.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 32	Jones	Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.		12/6/2022-From printer. May be acted upon on or after January 5.	12/5/2022-S. RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 638	Eggman	Climate Resiliency and Flood Protection Bond Act of 2024.		2/17/2023-From printer. May be acted upon on or after March 19.	2/16/2023-S. RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 709	Allen	Greenhouse Gas Reduction Fund: investment plan.		2/17/2023-From printer. May be acted upon on or after March 19.	2/16/2023-S. RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
SB 867	Allen	Drought and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, and Park Creation and Outdoor Access Bond Act of 2023.		2/17/2023-Introduced. Read first time. To Com. on RLS. for assignment. To print.	2/17/2023-S. RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
AB 1153	Alvarez	San Diego Unified Port District.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Other
AB 1176	Zbur	Local government.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Other
AB 1183	Holden	Streamlined construction projects: construction permits: notice.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Other
AB 1216	Muratsuchi	Wastewater treatment plants: monitoring of emissions.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Other

Bill #	Author	Subject	Last Amended	Last Status - As of 2/21/2023	Location	Notes	Position	Priority (Low/Medium/High)	Category
AB 1348	Grayson	Local government: open meetings.		2/17/2023-From printer. May be heard in committee March 19.	2/16/2023-A. PRINT			Low	Other
AB 1465	Wicks	Nonvehicular air pollution: civil penalties.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT	Potential Sponsor/ Co-Sponsor		Medium	Other
AB 1504	McCarty	Planning and zoning: adoption of regulations: electric vehicle charging stations.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1529	Gabriel	Electric vehicle charging stations.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1534	Irwin	Methane emissions: municipal solid waste landfills: remote sensing data.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1535	Mathis	The Energy, Environment, and Economy Council.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1579	Garcia	Vehicles: batteries.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1580	Carrillo, Juan	Air pollution: electric vehicle infrastructure.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 16	Dixon	Motor Vehicle Fuel Tax Law: adjustment suspension.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	Other
AB 1660	Ta	Cosmetic products: perfluoroalkyl and polyfluoroalkyl substances (PFAS).		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1700	Hoover	California Environmental Quality Act: population growth and noise impacts: housing projects.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1702	Hart	Active Transportation Program.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 1743	Bennett	Less-Than-Zero-Emissions Incentive Program.		2/17/2023-Read first time. To print.	2/17/2023-A. PRINT			Low	Other
AB 221	Ting	Budget Act of 2023.		1/26/2023-Referred to Com. on BUDGET.	1/26/2023-A. BUDGET			High	Other
AB 241	Reyes	Clean Transportation Program.		1/14/2023-From printer. May be heard in committee February 13.	1/13/2023-A. PRINT			Low	Other
AB 53	Fong, Vince	Motor Vehicle Fuel Tax Law: suspension of tax.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	Other
AB 557	Hart	Open meetings: local agencies: teleconferences.		2/17/2023-Referred to Com. on L. GOV.	2/17/2023-A. L. GOV.			Medium	Other
AB 585	Rivas, Robert	California Global Warming Solutions Act of 2006: state board.		2/10/2023-From printer. May be heard in committee March 12.	2/9/2023-A. PRINT			Low	Other
AB 6	Friedman	Transportation planning.		12/6/2022-From printer. May be heard in committee January 5.	12/5/2022-A. PRINT			Low	Other
AB 69	Waldron	Transportation: traffic signal synchronization: roadway improvement projects.		2/2/2023-Referred to Com. on TRANS.	2/2/2023-A. TRANS.			Low	Other
AB 817	Pacheco	Local government: open meetings.		2/14/2023-From printer. May be heard in committee March 16.	2/13/2023-A. PRINT			Medium	Other
SB 15	Grove	Oil imports: air quality emissions data.		12/6/2022-From printer. May be acted upon on or after January 5.	12/5/2022-S. RLS.			Low	Other
SB 30	Umberg	Transportation: zero-emission vehicle signage.		1/18/2023-Referred to Com. on RLS.	12/5/2022-S. RLS.			Low	Other
SB 312	Wiener	State highways: true warm mix asphalt.		2/15/2023-Referred to Coms. on TRANS. and E.Q.	2/15/2023-S. TRANS.			Medium	Other
SB 397	Wahab	Rest stops: electric vehicle charging stations and alternative fuel sources.		2/10/2023-From printer. May be acted upon on or after March 12.	2/9/2023-S. RLS.			Low	Other
SB 411	Portantino	Open meetings: teleconferences: bodies with appointed membership.		2/10/2023-From printer. May be acted upon on or after March 12.	2/9/2023-S. RLS.			Medium	Other
SB 48	Becker	Building performance standards.		1/18/2023-Referred to Com. on RLS.	12/5/2022-S. RLS.			Low	Other
SB 529	Gonzalez	Electric vehicle sharing services: public housing facilities and affordable multifamily housing properties.		2/15/2023-From printer. May be acted upon on or after March 17.	2/14/2023-S. RLS.			Low	Other
SB 537	Becker	Open meetings: local agencies: teleconferences.		2/15/2023-From printer. May be acted upon on or after March 17.	2/14/2023-S. RLS.			Medium	Other
SB 69	Cortese	California Environmental Quality Act: judicial and administrative proceedings: limitations.		2/10/2023-Set for hearing March 15.	1/18/2023-S. E.Q.			Low	Other
SB 72	Skinner	Budget Act of 2023.		1/11/2023-From printer.	1/10/2023-S. BUDGET & F.R.			High	Other
SB 781	Stern	Methane emissions: low-methane natural gas.		2/17/2023-Introduced. Read first time. To Com. on RLS. for assignment. To print.	2/17/2023-S. RLS.			Low	Other
SB 823	Smallwood-Cuevas	Electrical corporations: Discounted Electric Vehicle Charging Payment Card Program.		2/17/2023-Introduced. Read first time. To Com. on RLS. for assignment. To print.	2/17/2023-S. RLS.			Low	Other
SB 84	Gonzalez	Clean Transportation Program.		1/25/2023-Referred to Com. on RLS.	1/13/2023-S. RLS.			Low	Other
SB 849	Stern	Air pollution: emissions from ports.		2/17/2023-Introduced. Read first time. To Com. on RLS. for assignment. To print.	2/17/2023-S. RLS.	Potential Sponsor/ Co-Sponsor		Medium	Other
SBX1.1	Jones	Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.		12/5/2022-Introduced. Read first time. Referred to Com. on RLS.	12/5/2022-S. RLS.			Low	Other
AB 54	Aguiar-Curry	Department of Food and Agriculture: research funding: winegrapes: smoke exposure.		1/26/2023-Referred to Com. on AGRI.	1/26/2023-A. AGRI.			Low	Wildfire/Smoke/PSPS

Total Active Bills 114

Low: 96
Medium: 14
High: 4

ASSEMBLY BILL

No. 849

Introduced by Assembly Member Garcia

February 14, 2023

An act to amend Section 44391.2 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 849, as introduced, Garcia. Community emissions reduction programs.

Existing law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Existing law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Existing law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Existing law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Existing law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed.

Existing law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority.

This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program. The bill would require other relevant state agencies to implement and enforce measures assigned to them as a part of the community emissions reduction program unless the relevant state agency finds that those measures are infeasible at a public meeting of its governing body.

Existing law requires the state board to provide grants to community-based organizations for technical assistance and to support community participation in the implementation of the community emissions reduction program. In the implementation of the requirement for community participation, various air districts have established AB 617 community steering committees for each location selected by the state board for the preparation of a community emissions reduction program.

This bill would specify that grants provided include allocations of funds to serve as a budget for the AB 617 community steering committees for administrative items.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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

- 1 SECTION 1. Section 44391.2 of the Health and Safety Code,
- 2 as amended by Section 1 of Chapter 340 of the Statutes of 2022,
- 3 is amended to read:

1 44391.2. (a) For purposes of this section, the following
2 provisions shall apply:

3 (1) “*AB 617 Community Steering Committee*” means a
4 committee established by an air district for each location selected
5 by the state board pursuant to subdivision (c) to support the
6 community participation requirement pursuant to subdivision (d).

7 ~~(1)~~

8 (2) “Disadvantaged community” means a community identified
9 as disadvantaged pursuant to Section 39711.

10 ~~(2)~~

11 (3) “Sensitive receptors” includes the same locations as specified
12 in paragraph (5) of subdivision (a) of Section 42705.5.

13 (b) On or before October 1, 2018, the state board shall prepare,
14 in consultation with the Scientific Review Panel on Toxic Air
15 Contaminants, the districts, the Office of Environmental Health
16 Hazard Assessment, environmental justice organizations, affected
17 industry, and other interested stakeholders, a statewide strategy to
18 reduce emissions of toxic air contaminants and criteria air
19 pollutants in communities affected by a high cumulative exposure
20 burden. The state board shall update the statewide strategy at least
21 once every five years. In preparing the statewide strategy, the state
22 board shall conduct at least one public workshop in each of the
23 northern, central, and southern parts of the state. The statewide
24 strategy shall include criteria for the development of community
25 emissions reduction programs. The criteria presented in the
26 statewide strategy shall include, but are not limited to, all of the
27 following:

28 (1) An assessment and identification of communities with high
29 cumulative exposure burdens for toxic air contaminants and criteria
30 air pollutants. The assessment shall prioritize disadvantaged
31 communities and sensitive receptor locations based on one or more
32 of the following: best available modeling information, existing air
33 quality monitoring information, existing public health data based
34 on consultation with the Office of Environmental Health Hazard
35 Assessment, and the monitoring results obtained pursuant to
36 Section 42705.5.

37 (2) A methodology for assessing and identifying the contributing
38 sources or categories of sources, including, but not limited to,
39 stationary and mobile sources, and an estimate of their relative

1 contribution to elevated exposure to air pollution in impacted
2 communities identified pursuant to paragraph (1).

3 (3) An assessment of whether a district should update and
4 implement the risk reduction audit and emissions reduction plan
5 developed pursuant to Section 44391 for any facility to achieve
6 emissions reductions commensurate with its relative contribution,
7 if the facility’s emissions either cause or significantly contribute
8 to a material impact on a sensitive receptor location or
9 disadvantaged community, based on any data available for
10 assessment pursuant to paragraph (1) or other relevant data.

11 (4) An assessment of the existing and available measures for
12 reducing emissions from the contributing sources or categories of
13 sources identified pursuant to paragraph (2), including, but not
14 limited to, best available control technology, as defined in Section
15 40405, best available retrofit control technology, as defined in
16 Section 40406, and best available control technology for toxic air
17 contaminants, as defined in Section 39666.

18 (c) (1) Based on the assessment and identification pursuant to
19 paragraph (1) of subdivision (b), the state board shall select,
20 concurrent with the statewide strategy, locations around the state
21 for preparation of community emissions reduction programs. The
22 state board shall select additional locations annually thereafter, as
23 appropriate.

24 (2) (A) Within one year of the state board’s selection, the
25 district encompassing any location selected pursuant to this
26 subdivision shall adopt, in consultation with the state board, *other*
27 *relevant state agencies*, individuals, community-based
28 organizations, affected sources, and local governmental bodies in
29 the affected community, a community emissions reduction program
30 to achieve emissions reductions for the location selected using
31 cost-effective measures identified pursuant to paragraph (4) of
32 subdivision (b).

33 (B) A district, with the agreement of the state board and a
34 majority of the persons who are designated by the district to
35 participate in the development and adoption of the community
36 emissions reduction program, may take up to one additional year
37 to adopt a community emissions reduction program pursuant to
38 subparagraph (A).

39 (3) The community emissions reduction programs shall be
40 consistent with the statewide strategy and include emissions

1 reduction targets, specific reduction measures, a schedule for the
2 implementation of measures, and an enforcement plan.

3 (4) The community emissions reduction programs shall be
4 submitted to the state board for review and approval within 60
5 days of the receipt of the program. Programs that are rejected shall
6 be resubmitted within 30 days. To the extent that a program, in
7 whole or in part, is not approvable, the state board shall initiate a
8 public process to discuss options for achieving an approvable
9 program. Concurrent with the public process to achieve an
10 approvable program, the state board shall develop and implement
11 the applicable mobile source elements in the draft program to
12 commence achievement of emissions reductions.

13 (5) The community emissions reduction programs shall result
14 in emissions reductions in the community, based on monitoring
15 or other data.

16 (6) In implementing a community emissions reduction program,
17 ~~the district and~~ *district*, the ~~state board~~ *board*, and *other relevant*
18 *state agencies* shall be responsible for measures consistent with
19 their respective authorities. *A relevant state agency shall implement*
20 *the measures assigned to it as a part of the community emissions*
21 *reduction program unless that agency finds that those measures*
22 *are infeasible at a public meeting of its governing body.*

23 (7) A district encompassing a location selected pursuant to this
24 subdivision shall prepare an annual report summarizing both of
25 the following:

26 (A) The results and actions taken to further reduce emissions
27 pursuant to the community emissions reduction program.

28 (B) Updates to the community emissions reduction program
29 made to ensure consistency with updates to the statewide strategy
30 prepared pursuant to subdivision (b).

31 (8) Compliance with a community emissions reduction program
32 prepared pursuant to this section, including its implementation,
33 shall be enforceable by ~~the district and~~ *district*, state board, and
34 *other relevant state agencies*, as applicable. *A relevant state agency*
35 *shall enforce the measures assigned to it as a part of the community*
36 *emissions reduction program unless that agency finds that those*
37 *measures are infeasible at a public meeting of its governing body.*

38 (d) The state board shall provide grants to community-based
39 organizations for technical assistance and to support community
40 participation in the implementation of this section and Section

1 ~~42705.5~~. 42705.5, including providing the AB 617 Community
 2 Steering Committee established by an air district for each location
 3 selected pursuant to this subdivision an allocation of funds to serve
 4 as a budget for administrative items, including, but not limited to,
 5 translation services, meeting venue costs, meeting coordination,
 6 training, and stipends, as authorized by the air district, for
 7 members of the committee.

8 SEC. 2. No reimbursement is required by this act pursuant to
 9 Section 6 of Article XIII B of the California Constitution because
 10 a local agency or school district has the authority to levy service
 11 charges, fees, or assessments sufficient to pay for the program or
 12 level of service mandated by this act, within the meaning of Section
 13 17556 of the Government Code.

14 However, if the Commission on State Mandates determines that
 15 this act contains other costs mandated by the state, reimbursement
 16 to local agencies and school districts for those costs shall be made
 17 pursuant to Part 7 (commencing with Section 17500) of Division
 18 4 of Title 2 of the Government Code.

LEGISLATIVE COMMITTEE
 MEETING OF 02/27/2023

O

Introduced by Senators Wiener and Ashby

February 6, 2023

An act to add and repeal Part 9 (commencing with Section 71470) of Division 34 of the Public Resources Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 312, as introduced, Wiener. State highways: true warm mix asphalt.

Existing law authorizes the Department of Transportation to construct, improve, and maintain state highways. Existing law authorizes the department to provide for the payment of extra compensation to a contractor on a road project, as a bonus for completion prior to the specified time.

Until January 1, 2029, this bill would require the department to also provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by this bill. The bill would require the department to submit specified reports to the Legislature on certain findings related to true warm mix asphalt.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

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

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) Climate change poses a serious threat to the environment,
- 4 our economy, and the well-being of communities in California and
- 5 around the world.

1 (b) The United States manufacturing sector produces the
2 materials that are critical to rebuilding and strengthening the
3 nation's infrastructure, but is responsible for nearly one-third of
4 United States greenhouse gas emissions from industrial processes.

5 (c) Despite California's push for an all-electric vehicle fleet
6 starting in 2035, cars will still have tires, and will still need to
7 travel on roads. Transportation infrastructure materials will
8 continue to be a significant source of emissions productions, unless
9 we embrace technologies in the marketplace to manufacture them
10 in a more sustainable manner.

11 (d) Approximately 26,000,000 tons of hot mix asphalt (HMA)
12 pavement material are produced in the state annually. Typical
13 asphalt mix production temperatures range from 300 to 350 degrees
14 Fahrenheit, which is accomplished by heating the liquid asphalt
15 cement and aggregate using a fossil fuel, such as natural gas, to
16 allow for appropriate mixing of the materials.

17 (e) Warm mix asphalt (WMA) is the generic term for a variety
18 of technologies that allow producers of HMA to lower the
19 production temperature at which the material is mixed and placed
20 on the road. True WMA is that product which is manufactured at
21 temperatures of 275 degrees and lower.

22 (f) The use of true WMA provides multiple benefits, including
23 significant reductions in fossil fuel use and the emissions of
24 greenhouse gases during the asphalt mixing and production process;
25 reductions or elimination of smoke, odors, and other byproduct
26 pollutant gases and particulates; and optimized compaction at
27 reduced temperatures and the extension of road life, leading to
28 further greenhouse gas emission reductions and significant cost
29 savings for the state related to increased long-term performance
30 and the potential to increase recycling uptake. Benefits improve
31 as production temperatures decrease.

32 (g) The University of California Pavement Research Center has
33 studied true WMA pavement extensively. The center found that
34 the use of true WMA has clear benefits when compared to HMA,
35 including the benefits identified above, and improved workability,
36 better conditions for workers, and better performance on projects
37 with long hauls or where mixes are placed under cool conditions.

38 SEC. 2. Part 9 (commencing with Section 71470) is added to
39 Division 34 of the Public Resources Code, to read:

1 PART 9. TRUE WARM MIX ASPHALT

2
3 71470. For the purpose of this part, the following definitions
4 apply:

5 (a) “Department” means the Department of Transportation.

6 (b) “True warm mix asphalt” means a hot mix asphalt that is
7 heated to no more than 275 degrees Fahrenheit during mixing and
8 production.

9 71471. The department shall provide for the payment of extra
10 compensation to a contractor on a contract for a road project, as a
11 bonus for using true warm mix asphalt, in accordance with the
12 following:

13 (a) The department shall pay a bonus of three dollars (\$3) per
14 ton for true warm mix asphalt that is heated to a temperature of
15 251 to 275, inclusive, degrees Fahrenheit during mixing and
16 production.

17 (b) The department shall pay a bonus of five dollars per (\$5)
18 per ton for true warm mix asphalt that is heated to no more than
19 250 degrees Fahrenheit during mixing and production.

20 71472. (a) The department shall submit a report to the
21 Legislature on or before January 1, 2026, and every two years
22 thereafter, containing all the following information:

23 (1) The reduction in carbon dioxide resulting from the use of
24 true warm mix asphalt.

25 (2) The increase in use of true warm mix asphalt as a result of
26 the extra compensation required by this article.

27 (b) A report to be submitted pursuant to subdivision (a) shall
28 be submitted in compliance with Section 9795 of the Government
29 Code.

30 71473. This part shall remain in effect only until January 1,
31 2029, and as of that date is repealed.

O

Introduced by Senator Portantino
(Coauthor: Senator Menjivar)
(Coauthor: Assembly Member Luz Rivas)

February 9, 2023

An act to add Section 54953.4 to the Government Code, relating to local government, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 411, as introduced, Portantino. Open meetings: teleconferences: bodies with appointed membership.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice,

agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment.

Existing law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body.

This bill would authorize a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill would alternatively define "legislative body" for this purpose to mean a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to the act.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

- 1 SECTION 1. Section 54953.4 is added to the Government
- 2 Code, to read:

1 54953.4. (a) (1) A legislative body included in subdivision
2 (c) may use teleconferencing without complying with paragraph
3 (3) of subdivision (b) of Section 54953 if the legislative body
4 complies with paragraph (2) of this section.

5 (2) A legislative body that holds a meeting pursuant to this
6 subdivision shall do all of the following:

7 (A) In each instance in which notice of the time of the
8 teleconferenced meeting is otherwise given or the agenda for the
9 meeting is otherwise posted, the legislative body shall also give
10 notice of the means by which members of the public may access
11 the meeting and offer public comment. The agenda shall identify
12 and include an opportunity for all persons to attend via a call-in
13 option or an internet-based service option.

14 (B) In the event of a disruption that prevents the legislative body
15 from broadcasting the meeting to members of the public using the
16 call-in option or internet-based service option, or in the event of
17 a disruption within the local agency's control that prevents
18 members of the public from offering public comments using the
19 call-in option or internet-based service option, the legislative body
20 shall take no further action on items appearing on the meeting
21 agenda until public access to the meeting via the call-in option or
22 internet-based service option is restored. Actions taken on agenda
23 items during a disruption that prevents the legislative body of a
24 neighborhood council from broadcasting the meeting may be
25 challenged pursuant to Section 54960.1.

26 (C) The legislative body shall not require public comments to
27 be submitted in advance of the meeting and must provide an
28 opportunity for the public to address the legislative body and offer
29 comment in real time.

30 (D) Notwithstanding Section 54953.3, an individual desiring to
31 provide public comment through the use of an internet website, or
32 other online platform, not under the control of the legislative body,
33 that requires registration to log in to a teleconference may be
34 required to register as required by the third-party internet website
35 or online platform to participate.

36 (E) (i) A legislative body that provides a timed public comment
37 period for each agenda item shall not close the public comment
38 period for the agenda item, or the opportunity to register, pursuant
39 to subparagraph (D), to provide public comment until that timed
40 public comment period has elapsed.

1 (ii) A legislative body that does not provide a timed public
2 comment period, but takes public comment separately on each
3 agenda item, shall allow a reasonable amount of time per agenda
4 item to allow public members the opportunity to provide public
5 comment, including time for members of the public to register
6 pursuant to subparagraph (D), or otherwise be recognized for the
7 purpose of providing public comment.

8 (iii) A legislative body that provides a timed general public
9 comment period that does not correspond to a specific agenda item
10 shall not close the public comment period or the opportunity to
11 register, pursuant to subparagraph (D), until the timed general
12 public comment period has elapsed.

13 (3) This subdivision shall not be construed to require the
14 legislative body to provide a physical location from which the
15 public may attend or comment.

16 (b) The legislative body shall comply with all other requirements
17 of Section 54953.

18 (c) As used in this section, “legislative body” means a board,
19 commission, or advisory body of a local agency, the membership
20 of which board, commission, or advisory body is appointed and
21 which board, commission, or advisory body is otherwise subject
22 to this chapter. As used in this subdivision, “advisory body”
23 includes, but is not limited to, a neighborhood council that is an
24 advisory body with the purpose to promote more citizen
25 participation in government and make government more responsive
26 to local needs that is established pursuant to the charter of a city
27 with a population of more than 3,000,000 people that is subject to
28 this chapter.

29 SEC. 2. The Legislature finds and declares that Section 1 of
30 this act, which adds Section 54953.4 to the Government Code,
31 imposes a limitation on the public’s right of access to the meetings
32 of public bodies or the writings of public officials and agencies
33 within the meaning of Section 3 of Article I of the California
34 Constitution. Pursuant to that constitutional provision, the
35 Legislature makes the following findings to demonstrate the interest
36 protected by this limitation and the need for protecting that interest:

37 During the COVID-19 public health emergency, audio and video
38 teleconference were widely used to conduct public meetings in
39 lieu of physical location meetings, and those public meetings have
40 been productive, increased public participation by all members of

1 the public regardless of their location and ability to travel to
2 physical meeting locations, increased the pool of people who are
3 able to serve on these bodies, and protected the health and safety
4 of civil servants and the public. Extending the operation of
5 teleconference as conducted during the COVID-19 public health
6 emergency for bodies of local agencies with appointed membership
7 will continue these benefits.

8 SEC. 3. The Legislature finds and declares that Section 1 of
9 this act, which adds Section 54953.4 to the Government Code,
10 furthers, within the meaning of paragraph (7) of subdivision (b)
11 of Section 3 of Article I of the California Constitution, the purposes
12 of that constitutional section as it relates to the right of public
13 access to the meetings of local public bodies or the writings of
14 local public officials and local agencies. Pursuant to paragraph (7)
15 of subdivision (b) of Section 3 of Article I of the California
16 Constitution, the Legislature makes the following findings:

17 During the COVID-19 public health emergency, audio and video
18 teleconference were widely used to conduct public meetings in
19 lieu of physical location meetings, and those public meetings have
20 been productive, increased public participation by all members of
21 the public regardless of their location and ability to travel to
22 physical meeting locations, increased the pool of people who are
23 able to serve on these bodies, and protected the health and safety
24 of civil servants and the public. Extending the operation of
25 teleconference as conducted during the COVID-19 public health
26 emergency for bodies of local agencies with appointed membership
27 will continue these benefits.

28 SEC. 4. This act is an urgency statute necessary for the
29 immediate preservation of the public peace, health, or safety within
30 the meaning of Article IV of the California Constitution and shall
31 go into immediate effect. The facts constituting the necessity are:

32 Virtual meetings have allowed much easier access to appointed
33 bodies of local agencies with far more members of the public
34 participating in each meeting. This has created greater equity in
35 the process and fostered the health of our democracy. In-person
36 meetings may jeopardize the health and safety of vulnerable
37 citizens due to ongoing risks of COVID-19 and other illnesses.

O

Introduced by Senator DurazoFebruary 9, 2023

An act to amend Section 40728.5 of, and to add Sections 40728.7 and 40728.9 to, the Health and Safety Code, relating to air quality.

LEGISLATIVE COUNSEL'S DIGEST

SB 415, as introduced, Durazo. Air quality: rules and regulations: socioeconomic impacts assessment.

Existing law requires a local air pollution control district or an air quality management district (local air district) that intends to propose the adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations to perform, except as specified, an assessment of the socioeconomic impacts of the proposed adoption, amendment, or repeal of the rule or regulation, as provided. Existing law defines "socioeconomic impacts" to include, among other things, the type of industries or business, including small business, affected by the rule or regulation, the impact of the rule or regulation on employment and the economy of the region affected by the adoption of the rule or regulation, and the range of probable costs, including costs to industry or business, including small business, of the rule or regulation.

This bill would authorize a local air district to contract with a third party to conduct the required assessment of socioeconomic impacts, or portion thereof, as provided. The bill would require a local air district to ensure that a prospective third-party contractor includes in its proposal for the assessment specified information, including, among other things, a conflicts statement and a proposed schedule and budget for the assessment. This bill would expand the definition of "socioeconomic impacts" to include the disproportionate impact, if any, of the proposed

adoption, amendment, or repeal of the rule or regulation on Black, African American, Hispanic, Latino, Asian, Pacific Islander, Native American, Native Hawaiian, Alaska Native, gay, lesbian, bisexual, and transgender individuals and women. The bill would require a local air district or the third-party contractor, if no disproportionate impact is identified, to describe the basis for its conclusion that there is no disproportionate impact. By expanding the definition of “socioeconomic impact” for purposes of a socioeconomic impacts assessment conducted by a local air district, this bill would increase the requirements on local officials, thereby imposing a state-mandated local program.

This bill would additionally require the State Air Resources Board, except as specified, to conduct an assessment of the socioeconomic impacts, as defined, of a proposed adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations, as provided, and similarly authorize the state board to contract with a third party to conduct the required assessment of socioeconomic impacts, or portion thereof, as provided. The bill would specify minimum standards for the assessment of socioeconomic impacts, and would require the state board or a third-party contractor to include in the assessment of socioeconomic impacts, specified information and analysis, including, but not limited to, the disproportionate impacts analysis described above. The bill would prohibit the state board from approving an assessment of socioeconomic impacts that fails to meet those requirements.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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

- 1 SECTION 1. Section 40728.5 of the Health and Safety Code
- 2 is amended to read:
- 3 40728.5. (a) Whenever a district intends to propose the
- 4 adoption, amendment, or repeal of a rule or regulation that will

1 significantly affect air quality or emissions limitations, ~~that agency~~
2 *the district board* shall, to the extent data are available, perform
3 an assessment of the socioeconomic impacts of the *proposed*
4 adoption, amendment, or repeal of the rule or regulation. The
5 district board shall actively consider the socioeconomic ~~impact of~~
6 ~~regulations~~ *impacts of the proposed adoption, amendment, or*
7 *repeal of the rule or regulation* and make a good faith effort to
8 minimize adverse socioeconomic ~~impacts, as defined below:~~
9 *impacts*. This section does not apply to the adoption, amendment,
10 or repeal of ~~any a~~ rule or regulation that results in ~~any a~~ less
11 restrictive emissions limit if the action does not interfere with the
12 district's adopted plan to attain ambient air quality standards, or
13 does not result in any significant increase in emissions.

14 (b) ~~For purposes of this section, "socioeconomic impact" means~~
15 ~~the following:~~

16 (1) ~~The type of industries or business, including small business,~~
17 ~~affected by the rule or regulation.~~

18 (2) ~~The impact of the rule or regulation on employment and~~
19 ~~the economy of the region affected by the adoption of the rule or~~
20 ~~regulation.~~

21 (3) ~~The range of probable costs, including costs to industry or~~
22 ~~business, including small business, of the rule or regulation.~~

23 (4) ~~The availability and cost-effectiveness of alternatives to the~~
24 ~~rule or regulation being proposed or amended.~~

25 (5) ~~The emission reduction potential of the rule or regulation.~~

26 (6) ~~The necessity of adopting, amending, or repealing the rule~~
27 ~~or regulation to attain state and federal ambient air standards~~
28 ~~pursuant to Chapter 10 (commencing with Section 40910).~~

29 (e)

30 (b) To the extent that information on the socioeconomic ~~impact~~
31 ~~of a~~ *impacts of the proposed adoption, amendment, or repeal of a*
32 *rule or regulation* is required to be developed by a district pursuant
33 to other provisions of this division, *the district board may use or*
34 *reference* that information ~~may be used or referenced~~ in the
35 assessment ~~in order of socioeconomic impacts required pursuant~~
36 ~~to subdivision (a)~~ to comply with the requirements of this section.

37 (d) ~~This section does not apply to any district with a population~~
38 ~~of less than 500,000 persons.~~

39 (e)

1 (c) Upon the approval by a majority vote of the district board,
2 a county district is not required to include *in its assessment of*
3 *socioeconomic impacts required pursuant to subdivision (a)* the
4 analysis specified in paragraphs (2) and (4) of subdivision ~~(b)~~ *in*
5 ~~any assessment of socioeconomic impacts for any (f) for a rule or~~
6 regulation that only adopts a requirement that is substantially
7 similar to, or is required by, a state or federal statute, regulation,
8 or applicable formal guidance document. Examples of state ~~or~~ *and*
9 federal formal guidance documents include, but are not limited to,
10 federal Control Techniques Guidelines, state and federal reasonably
11 available control technology determinations, state best available
12 retrofit control technology determinations, and state air toxic
13 control measures.

14 (d) *This section does not apply to a district with a population*
15 *of less than 500,000 persons.*

16 (e) (I) *A district board may contract with a third-party*
17 *contractor, consistent with applicable state and local laws, rules,*
18 *and regulations, to conduct a socioeconomic impacts assessment,*
19 *or portion thereof, and shall require the prospective third-party*
20 *contractor to include all of the following in the prospective*
21 *third-party contractor's proposal for the assessment:*

22 (A) *A conflicts statement that includes both of the following:*

23 (i) *A description of all work performed by the prospective*
24 *third-party contractor in the last five years that potentially relates*
25 *to or could potentially be directly impacted by the proposed action.*

26 (ii) *All financial, personal, or familial relationships of any*
27 *person employed by the prospective third-party contractor with*
28 *either of the following:*

29 (I) *An employee of the district that holds a designated position*
30 *listed in Appendix A of Section 95000 of Title 17 of the Code of*
31 *Regulations.*

32 (II) *An executive officer of any business or corporation that*
33 *could potentially be directly impacted by the proposed action.*

34 (B) *A statement of the prospective third-party contractor's*
35 *experience and key staff's expertise in conducting socioeconomic*
36 *impact studies, or similar studies that involve cost analysis of*
37 *environmental rules and regulations and their economic and*
38 *demographic impacts, that includes both of the following:*

1 (i) A list of socioeconomic impact studies or similar studies
2 conducted by the prospective third-party contractor in the last five
3 years.

4 (ii) The curriculum vitae of the team leader and key professional
5 team members whom the prospective third-party contractor
6 proposes to conduct the assessment that includes the relevant
7 expertise, education, and certifications, if any, of the proposed
8 team leader and key professional team members.

9 (C) A proposed schedule for the assessment that includes the
10 date by which the prospective third-party contractor will provide
11 a draft assessment to the district board for review.

12 (D) A proposed budget for the assessment.

13 (2) The district board may disqualify a prospective third-party
14 contractor if the district board determines either of the following:

15 (A) The prospective third-party contractor's conflicts statement
16 submitted pursuant to subparagraph (A) of paragraph (1) reveals
17 a material conflict of interest that violates Section 18730 of Title
18 2 of the California Code of Regulations.

19 (B) The experience and qualifications of the prospective
20 third-party contractor or its employees identified pursuant to
21 subparagraph (B) of paragraph (1) are insufficient to conduct the
22 assessment.

23 (f) For purposes of this chapter, "socioeconomic impacts"
24 means all of the following:

25 (1) The types of industry and business, including small business,
26 affected by the rule or regulation proposed to be adopted, amended,
27 or repealed.

28 (2) The impact of the proposed adoption, amendment, or repeal
29 of the rule or regulation on employment and the economy of the
30 region affected by the proposed action.

31 (3) The range of probable costs, including costs to industry and
32 business, including small business, of the rule or regulation
33 proposed to be adopted, amended, or repealed.

34 (4) The availability and cost-effectiveness of alternatives to the
35 rule or regulation proposed to be adopted, amended, or repealed.

36 (5) The emissions reduction potential of the rule or regulation
37 proposed to be adopted, amended, or repealed.

38 (6) The necessity of adopting, amending, or repealing the rule
39 or regulation to attain state and federal ambient air standards
40 pursuant to Chapter 10 (commencing with Section 40910).

1 (7) *The disproportionate impact, if any, of the proposed action*
2 *on Black, African American, Hispanic, Latino, Asian, Pacific*
3 *Islander, Native American, Native Hawaiian, Alaska Native, gay,*
4 *lesbian, bisexual, and transgender individuals and women. If no*
5 *disproportionate impact is identified, the district board or the*
6 *third-party contractor shall describe the basis for its conclusion*
7 *that there is no disproportionate impact.*

8 SEC. 2. Section 40728.7 is added to the Health and Safety
9 Code, to read:

10 40728.7. (a) Whenever the state board intends to propose the
11 adoption, amendment, or repeal of a rule or regulation that will
12 significantly affect air quality or emissions limitations, the state
13 board shall, to the extent data are available and, consistent with
14 Section 40728.9, perform an assessment of the socioeconomic
15 impacts of the proposed adoption, amendment, or repeal of the
16 rule or regulation. The state board shall actively consider the
17 socioeconomic impacts of the proposed adoption, amendment, or
18 repeal of the rule or regulation and make a good faith effort to
19 minimize adverse socioeconomic impacts.

20 (b) To the extent that information on the socioeconomic impacts
21 of the proposed adoption, amendment, or repeal of a rule or
22 regulation is required to be developed by the state board pursuant
23 to other provisions of this division, the state board may use or
24 reference that information in the assessment of socioeconomic
25 impacts required pursuant to subdivision (a) to comply with the
26 requirements of this section.

27 (c) The state board may contract with a third party, consistent
28 with Section 40728.9 and with applicable state and local laws,
29 rules, and regulations, to conduct the assessment of socioeconomic
30 impacts, or a portion thereof, required pursuant to subdivision (a).
31 Nothing in this section, however, requires the state board to
32 contract with a third party to conduct the assessment.

33 (d) This section does not apply to either of the following:

34 (1) The proposed adoption, amendment, or repeal of a rule or
35 regulation that results in a less restrictive emissions limit if the
36 proposed action does not interfere with the state board's adopted
37 plan to attain ambient air quality standards or does not result in
38 any significant increase in emissions.

1 (2) The proposed adoption, amendment, or repeal by the state
2 board of a rule or regulation that has an economic impact of less
3 than ten million dollars (\$10,000,000).

4 (e) For purposes of this chapter, “socioeconomic impacts” means
5 all of the following:

6 (1) The type of industry and business, including small business,
7 affected by the rule or regulation proposed to be adopted, amended,
8 or repealed.

9 (2) The impact of the proposed adoption, amendment, or repeal
10 of the rule or regulation on employment and the economy of the
11 region affected by the proposed action.

12 (3) The range of probable costs, including costs to industry and
13 business, including small business, of the rule or regulation
14 proposed to be adopted, amended, or repealed.

15 (4) The availability and cost-effectiveness of alternatives to the
16 rule or regulation proposed to be adopted, amended, or repealed.

17 (5) The emissions reduction potential of the rule or regulation
18 proposed to be adopted, amended, or repealed.

19 (6) The necessity of adopting, amending, or repealing the rule
20 or regulation to attain state and federal ambient air standards
21 pursuant to Chapter 10 (commencing with Section 40910).

22 SEC. 3. Section 40728.9 is added to the Health and Safety
23 Code, to read:

24 40728.9. (a) For purposes of this section, the following terms
25 have the following meanings:

26 (1) “Assessment” means the assessment of socioeconomic
27 impacts of a proposed adoption, amendment, or repeal of a rule or
28 regulation required to be conducted by the state board pursuant to
29 subdivision (a) of Section 40728.7.

30 (2) “Proposed action” means the proposed adoption, amendment,
31 or repeal of a rule or regulation being contemplated by the state
32 board.

33 (3) “Third-party contractor” means a third party with whom the
34 state board contracts, consistent with state and local laws, rules,
35 and regulations, to conduct an assessment, or portion thereof.

36 (b) (1) This section outlines the minimum standards applicable
37 to the state board when it is required to conduct an assessment of
38 socioeconomic impacts required pursuant to subdivision (a) of
39 Section 40728.7. Nothing in this section prohibits the state board

1 from creating or imposing additional requirements on a third-party
2 contractor relating to an assessment.

3 (2) The state board shall not approve an assessment pursuant
4 to Section 40728.7 if the assessment does not comply with the
5 requirements of this section.

6 (3) Nothing in this section shall be construed to supersede,
7 modify, or otherwise affect, or exempt the state board from,
8 applicable state or local laws, rules, or regulations relating to the
9 ability or authority of the state board to contract with an outside
10 third party to conduct the assessment, including, but not limited
11 to, the State Contract Act (Chapter 1 (commencing with Section
12 10100) of Part 2 of Division 2 of the Public Contract Code).

13 (c) (1) A state board may contract with a third-party contractor,
14 consistent with applicable state laws, rules, and regulations, to
15 conduct an assessment, or portion thereof, and shall require the
16 prospective third-party contractor to include all of the following
17 in the prospective third-party contractor’s proposal for the
18 assessment:

19 (A) A conflicts statement that includes both of the following:

20 (i) A description of all work performed by the prospective
21 third-party contractor in the last five years that potentially relates
22 to or could potentially be directly impacted by the proposed action.

23 (ii) All financial, personal, or familial relationships of any person
24 employed by the prospective third-party contractor with either of
25 the following:

26 (I) An employee of the state board that holds a designated
27 position listed in Appendix A of Section 95000 of Title 17 of the
28 Code of Regulations.

29 (II) An executive officer of any business or corporation that
30 could potentially be directly impacted by the proposed action.

31 (B) A statement of the prospective third-party contractor’s
32 experience and key staff’s expertise in conducting socioeconomic
33 impact studies, or similar studies that involve cost analysis of
34 environmental rules and regulations and their economic and
35 demographic impacts, that includes both of the following:

36 (i) A list of socioeconomic impact studies or similar studies
37 conducted by the prospective third-party contractor in the last five
38 years.

39 (ii) The curriculum vitae of the team leader and key professional
40 team members whom the prospective third-party contractor

1 proposes to conduct the assessment that includes the relevant
2 expertise, education, and certifications, if any, of the proposed
3 team leader and key professional team members.

4 (C) A proposed schedule for the assessment that includes the
5 date by which the prospective third-party contractor will provide
6 a draft assessment to the state board for review.

7 (D) A proposed budget for the assessment.

8 (2) The state board may disqualify a prospective third-party
9 contractor if the state board determines either of the following:

10 (A) The prospective third-party contractor's conflicts statement
11 submitted pursuant to subparagraph (A) of paragraph (1) reveals
12 a material conflict of interest that violates Section 18730 of Title
13 2 of the California Code of Regulations.

14 (B) The experience and qualifications of the prospective
15 third-party contractor or its employees identified pursuant to
16 subparagraph (B) of paragraph (1) are insufficient to conduct the
17 assessment.

18 (d) The state board shall include, or require a third-party
19 contractor with whom the state board contracts to include, at a
20 minimum, all of the following in the assessment:

21 (1) All of the information and analysis required pursuant to
22 subdivision (e) of Section 40728.7.

23 (2) (A) A description of the specific methodologies employed
24 by the state board or the third-party contractor to conduct the
25 assessment.

26 (B) The state board and the third-party contractor shall comply
27 with the Department of Finance's methodological standards for
28 state agencies outlined in Chapter 1 (commencing with Section
29 2000) of Division 3 of Title 1 of the California Code of Regulations
30 in conducting the assessment.

31 (3) An analysis of the disproportionate impact, if any, of the
32 proposed action on Black, African American, Hispanic, Latino,
33 Asian, Pacific Islander, Native American, Native Hawaiian, Alaska
34 Native, gay, lesbian, bisexual, and transgender individuals and
35 women. If no disproportionate impact is identified, the state board
36 or the third-party contractor shall describe the basis for its
37 conclusion that there is no disproportionate impact.

38 (4) An econometric analysis that includes all of the following:

39 (A) A baseline estimate of the costs, revenues, income, and
40 other relevant economic factors for businesses and consumers

1 affected by the proposed action. The baseline estimate shall take
2 into account economic and regulatory factors based on data
3 available to the state board.

4 (B) A detailed description of the assumptions supporting the
5 baseline estimate required pursuant to subparagraph (A), and which
6 assumptions shall be based on the conditions specific to the region
7 affected by the proposed action.

8 (C) An estimate of the impacts of the proposed action on the
9 baseline estimate developed pursuant to subparagraph (A).

10 (D) An estimate of the impact that the proposed action will have
11 on state revenues.

12 (5) A citation to each data source relied on in the assessment
13 so that any person can view the original data source.

14 (6) Identification of the key assumptions and inputs entered into
15 any model created or used for the assessment, including, but not
16 limited to, assumptions regarding the responsiveness of labor
17 supply to changes in wage rates and the responsiveness of
18 consumer spending to changes in product or service prices.

19 (7) (A) Except as provided in subparagraph (B), a detailed
20 description of any manipulation, calculation, interpolation, or
21 extrapolation of original source data so that any person can
22 reproduce the same estimates presented in the assessment.

23 (B) Complex calculations using generally accepted and publicly
24 available input-output econometric models, such as the Regional
25 Input-Output Modeling System (RIMS II) published by the Bureau
26 of Economic Analysis of the United States Department of
27 Commerce and the proprietary Economic Impact Analysis for
28 Planning (IMPLAN), are exempt from the requirement in
29 subparagraph (A) if the state board or the third-party contractor
30 documents all inputs.

31 (e) In developing the estimate of the impacts of the proposed
32 actions on baseline estimates pursuant to subparagraph (C) of
33 paragraph (4) of subdivision (d), the state board or the third-party
34 contractor shall do all of the following:

35 (1) Identify the direct cost of the proposed action on the entities
36 impacted by the proposed action, including separately identifying
37 the costs for permitting, planning, purchasing, installation, and
38 ongoing operations associated with any major investment needed
39 to comply with the proposed action.

40 (2) Identify the basis for each component of the estimate.

1 (3) Consider input from entities affected by the proposed action
2 in developing the estimate.

3 (4) Ensure that the estimate reflects statewide market conditions.

4 (5) Include the basis for the assumptions used for the estimate,
5 develop a reasonable range surrounding the estimate, and describe
6 in detail the impacts of the range on the costs and benefits of the
7 proposed action.

8 (6) Analyze the likely behavioral changes by affected entities
9 and individuals in response to the proposed action, including, but
10 not limited to, the extent to which costs or benefits are retained by
11 the affected entities or are passed on to others, including customers
12 and employees.

13 (7) Take into account the types of occupations that would be
14 impacted by job cutbacks or increases associated with the proposed
15 action.

16 (8) Estimate direct, indirect, and induced impacts on consumers
17 by income level.

18 (f) The provisions of this section are severable. If any provision
19 of this section or its application is held invalid, that invalidity shall
20 not affect other provisions or applications that can be given effect
21 without the invalid provision or application.

22 SEC. 4. If the Commission on State Mandates determines that
23 this act contains costs mandated by the state, reimbursement to
24 local agencies and school districts for those costs shall be made
25 pursuant to Part 7 (commencing with Section 17500) of Division
26 4 of Title 2 of the Government Code.

O

Introduced by Senator Archuleta

February 15, 2023

An act to amend Section 40701.5 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 563, as introduced, Archuleta. Air pollution control districts and air quality management districts: independent special districts: funding.

Existing law provides for the establishment of air pollution control districts and air quality management districts. Existing law declares a district a body corporate and politic and a public agency of the state, and prescribes the general powers and duties of a district. Existing law authorizes a district to receive funding from specified sources, including, but not limited to, grants, permit fees, and penalties.

This bill would designate a district as an independent special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

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

- 1 SECTION 1. Section 40701.5 of the Health and Safety Code
- 2 is amended to read:
- 3 40701.5. (a) Funding for a district may be provided by, but is
- 4 not limited to, any one or any combination of the following sources:
- 5 (1) Grants.
- 6 (2) Subventions.
- 7 (3) Permit fees.

1 (4) Penalties.

2 (5) A surcharge or fee pursuant to Section 41081 or 44223 on
3 motor vehicles registered in the district.

4 (b) Expenses of a district that are not met by the funding sources
5 identified in subdivision (a) shall be provided by an annual per
6 capita assessment on those cities that have agreed to have a member
7 on the district board for purposes of Section 40100.5, 40100.6,
8 40152, 40322.5, 40704.5, or 40980 and on the county or counties
9 included within the district. Any annual per capita assessment
10 imposed by the district on those cities and counties included within
11 the district shall be imposed on an equitable per capita basis.

12 (c) Subdivision (b) does not apply to the San Joaquin Valley
13 Unified Air Pollution Control District or, if that unified district
14 ceases to exist, the San Joaquin Valley Air Quality Management
15 District, if that district is created.

16 (d) (1) Notwithstanding subdivision (b), expenses of the San
17 Diego County Air Pollution Control District that are not met by
18 the funding sources identified in subdivision (a) shall be provided
19 by an annual per capita assessment imposed on an equitable per
20 capita basis on each city and county included in the San Diego
21 County Air Pollution Control District by the governing board of
22 the San Diego County Air Pollution Control District created
23 pursuant to Section 40100.6.

24 (2) At least 30 days before the assessment is imposed, the
25 governing board shall hold a public hearing which shall include
26 data supporting the annual per capita assessment and any schedule
27 that may apply.

28 ~~(e) This section shall become operative on March 1, 2021.~~

29 (e) *Notwithstanding any other law, a district shall be deemed*
30 *an independent special district for purposes of receiving state*
31 *funds or funds disbursed by the state, including federal funds. For*
32 *purposes of this subdivision, "funds" includes, but is not limited*
33 *to, moneys, loans, grants, financial incentives, and other economic*
34 *benefits.*

O

Introduced by Senator GonzalezFebruary 16, 2023

An act to amend Section 42705.6 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 674, as introduced, Gonzalez. Air pollution: refineries: community air monitoring systems: fence-line monitoring systems.

Existing law requires a refinery-related community air monitoring system to be installed near each petroleum refinery that meets certain requirements. Existing law requires the owner or operator of a petroleum refinery to develop, install, operate, and maintain a fence-line monitoring system in accordance with guidance developed by the appropriate air quality management district or air pollution control district. Existing law requires the air districts and the owners or operators of refineries to collect real-time data from those monitoring systems, to maintain records of that data, and, to the extent feasible, provide to the public those data in a publicly accessible format.

This bill would extend the above requirements to refineries engaging in other types of refining processes, including those using noncrude oil feedstock, and to auxiliary facilities. The bill would require the refinery-related community air monitoring system and the fence-line monitoring system to be installed on or before January 1, 2026, and after a 30-day public comment period. The bill would require the monitoring systems to monitor certain pollutants identified by the Office of Environmental Health Hazard Assessment. The bill would require the air districts and the owners and operators of refineries to maintain records of the data collected from those systems for at least 5 years and would require the owners and operators to post online, and to notify

the public of the availability of, quarterly reports containing certain information. The bill would require owners and operators of refineries to notify the air district and the public, as provided, as quickly as possible of any exceedances of the lowest available reference exposure levels set by the office. The bill would require the owners or operators of refineries, within 24 hours of a fence-line monitoring system detecting an exceedance, to initiate a root cause analysis and to determine appropriate corrective action, as provided. The bill would require the owners or operators of refineries to conduct third-party audits of its fence-line monitoring system, as provided, to ensure the accuracy of the system. Because the bill would impose additional duties on air districts, the bill would impose a state-mandated local program.

Under existing law a violation of requirements for stationary sources, or any rule, regulation, permit, or order of the state board or of an air district is a crime.

Because this bill would impose the monitoring systems requirement on owners or operators of refineries engaging in other types of refining processes, as defined, and would impose additional requirements on owners and operators of refineries, a violation of which would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

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

- 1 SECTION 1. This act shall be known, and may be cited, as the
- 2 Refinery Air Pollution Transparency and Reduction Act.
- 3 SEC. 2. Section 42705.6 of the Health and Safety Code is
- 4 amended to read:
- 5 42705.6. (a) For purposes of this section, the following
- 6 definitions apply:
- 7 (1) “Auxiliary facilities” means any site necessary to support
- 8 refining processes at a refinery, including storage tanks, hydrogen
- 9 plants, sulfuric acid plants, port terminals, and electrical

1 generation plants that provide more than 50 percent of production
2 output to the refinery.

3 (2) “Biofuel” means biodiesel, renewable diesel, and renewable
4 aviation fuel, and other products derived from noncrude oil
5 feedstock.

6 (3) “Fence-line monitoring system” means equipment that
7 measures and records ambient air pollutant concentrations at or
8 adjacent to a refinery and that detects and estimates the quantity
9 of fugitive emissions, gas leaks, and other air emissions from the
10 refinery and that may be useful for estimating associated pollutant
11 exposures and health risks and in determining trends in air
12 pollutant levels over time.

13 (4) “Refinery” means an establishment that is located on one
14 or more adjacent properties that is primarily involved in refining
15 processes and related auxiliary facilities.

16 (4)

17 (5) “Refinery-related community air monitoring system” means
18 equipment that measures and records air pollutant concentrations
19 in the ambient air at or near sensitive receptor locations near a
20 petroleum refinery and that may be useful for estimating associated
21 pollutant exposures and health risks and in determining trends in
22 air pollutant levels over time.

23 ~~(2) “Fence-line monitoring system” means equipment that~~
24 ~~measures and records air pollutant concentrations at or adjacent~~
25 ~~to a petroleum refinery and that may be useful for detecting or~~
26 ~~estimating the quantity of fugitive emissions, gas leaks, and other~~
27 ~~air emissions from the refinery.~~

28 (6) “Refining processes” means the production, separation,
29 conversion, treating, handling, or blending of gasoline, diesel fuel,
30 aviation fuel, biofuel, petroleum distillates, lubricating oils,
31 petroleum coke, asphalt, or petrochemicals, among other products
32 derived from petroleum and alternative feedstock.

33 (7) “Sensitive receptor” means any of the following:

34 (A) A residence, including a private home, condominium,
35 apartment, and living quarter.

36 (B) An education resource, including a preschool, school
37 maintaining transitional kindergarten, kindergarten, or any of
38 grades 1 to 12, inclusive, daycare center, park, playground,
39 university, and college.

40 (C) A community resource center, including a youth center.

1 (D) A health care facility, including a hospital, retirement home,
2 and nursing home.

3 (E) Live-in housing, including a long-term care hospital,
4 hospice, prison, detention center, and dormitory.

5 (F) A building housing a business that is open to the public.

6 (b) Notwithstanding Section 42708, and on or before January
7 1, ~~2020~~, 2026, a refinery-related community air monitoring system
8 ~~shall~~ shall, after a 30-day public comment period, be installed near
9 each refinery that is consistent with the requirements and guidance
10 applicable to the siting of air quality monitors as established by
11 the federal Environmental Protection Agency and that meets ~~all~~
12 both of the following requirements:

13 (1) A district shall design, develop, install, operate, and maintain
14 the refinery-related community air monitoring system, which shall
15 be operated and maintained in accordance with guidance from the
16 appropriate district. A district may contract with a third party to
17 implement this paragraph.

18 (2) The refinery-related community air monitoring system shall
19 include equipment capable of measuring compounds emitted to
20 the atmosphere from refinery processes, *meteorological monitoring,*
21 *and digital components capable of enabling real-time access to*
22 *air pollution and meteorological measurements via an internet*
23 *website and application programming interface*, as determined by
24 the appropriate district.

25 (c) On or before January 1, ~~2020~~, 2026, the owner or operator
26 of a ~~petroleum~~ refinery shall *shall, after a 30-day public comment*
27 *period and approval by the appropriate district*, develop, install,
28 operate, and maintain a fence-line monitoring system *that covers*
29 *the entire perimeter of the refinery and is in accordance with*
30 *guidance developed by the appropriate district. The fence-line*
31 *monitoring system shall include equipment capable of measuring*
32 *compounds emitted to the atmosphere from refinery processes,*
33 *meteorological monitoring, and digital components capable of*
34 *enabling real-time access to air pollution and meteorological*
35 *measurements via an internet website and application*
36 *programming interface.*

37 (d) The refinery-related community air monitoring systems and
38 refinery fence-line monitoring systems shall, at a minimum, monitor
39 pollutants identified by the Office of Environmental Health Hazard
40 Assessment, including, but not limited to, the following pollutants

1 identified in the office's March 2019 Analysis of Refinery Chemical
2 Emissions and Health Effects as candidates for air monitoring at
3 a refinery:

- 4 (1) Acetaldehyde.
- 5 (2) Ammonia.
- 6 (3) Benzene.
- 7 (4) 1,3-butadiene.
- 8 (5) Cadmium.
- 9 (6) Diethanolamine.
- 10 (7) Formaldehyde.
- 11 (8) Hydrogen fluoride.
- 12 (9) Hydrogen sulfide.
- 13 (10) Manganese.
- 14 (11) Naphthalene.
- 15 (12) Nickel.
- 16 (13) Oxides of nitrogen.
- 17 (14) Polycyclic aromatic hydrocarbons.
- 18 (15) Particulate matter.
- 19 (16) Sulfur dioxide.
- 20 (17) Sulfuric acid.
- 21 (18) Toluene.

22 ~~(d)~~
23 (e) (1) The district and the owner or operator of a petroleum
24 refinery shall collect real-time data from the refinery-related
25 community air monitoring system and the fence-line monitoring
26 system and shall maintain records of that data. ~~To the extent~~
27 ~~feasible, the data for at least five years. The owner or operator of~~
28 ~~a refinery shall post online quarterly reports that summarize~~
29 ~~pollutant levels, variations, and trends over a three-month period~~
30 ~~timeframe and notify the public of the availability of the reports.~~

31 (2) The data generated by these systems shall be provided to
32 the public as quickly as possible within 24 hours in a publicly
33 accessible and machine-readable format. The data shall be
34 archived and made available to the public online for download
35 through an application programming interface or other widely
36 recognized standard and backend components shall be optimized
37 to minimize delays in accessing data. The data shall include all
38 historical and meteorological data, and pollution measurements
39 and metadata, including latitude and longitude, detection limits,
40 signal strength, calibration, and quality control checks.

1 (f) The owner or operator of a refinery shall conduct third-party
2 audits, using an auditor approved by the district, of its fence-line
3 monitoring system to ensure the system is providing accurate data,
4 including conducting quality control checks, system calibration,
5 and evaluation of quality control and assurance plans. The audit
6 reports shall be submitted to the district and made available to
7 the public online by the refinery. The third-party audits shall be
8 conducted in accordance with the following schedule:

9 (1) An initial audit shall be conducted as follows:

10 (A) For a fence-line monitoring system installed on or after
11 January 1, 2024, within three months after the installation and
12 operation the system.

13 (B) For a fence-line monitoring system installed before January
14 1, 2024, by July 1, 2024.

15 (2) If the initial, subsequent, or followup audit does not identify
16 deficiencies in the fence-line monitoring system, subsequent audits
17 shall occur every two years and review at least one year of
18 monitoring data.

19 (3) If an initial, subsequent, or followup audit identifies
20 deficiencies in the fence-line monitoring system, a followup audit
21 shall be conducted within six months of the completion of actions
22 taken to correct the deficiencies identified in the audit.

23 (g) The owner or operator of a refinery shall notify the district
24 and public as quickly as possible of any exceedances of the lowest
25 available reference exposure or concentration levels set by the
26 Office of Environmental Health Hazard Assessment or the United
27 States Environmental Protection Agency that are detected by the
28 fence-line monitoring system. At a minimum, the notification to
29 the public shall include email and text message notifications to
30 members of the public requesting notification by email or text
31 message notification, as appropriate.

32 (h) (1) Within 24 hours of a fence-line system detecting an
33 exceedance of a historical one-hour average concentration of any
34 measured pollutant, the owner or operator of a refinery shall
35 initiate a root cause analysis to locate the cause of the exceedance
36 and to determine appropriate corrective action. The owner or
37 operator of the refinery shall prepare and submit a report to the
38 district and post online within five days of the exceedance
39 explaining the root cause analysis findings and corrective action
40 performed by the refinery. The root cause analysis shall include

1 a visual inspection to determine the cause of the exceedance and
2 any of the following:

3 (A) Optical gas imaging.

4 (B) Leak inspection using Method 21 under Appendix A-7 of
5 Part 60 (commencing with Section 60.1) of Title 40 of the Code
6 of Federal Regulations.

7 (C) Other test or monitoring method approved by the district,
8 the State Air Resources Board, or the federal Environmental
9 Protection Agency.

10 (2) If the root cause analysis requires corrective action, the
11 refinery shall conduct a reinspection of the source within 14 days
12 of the corrective action and submit a report to the district and post
13 online.

14 (3) The refinery shall be assessed a civil penalty pursuant to
15 Article 3 (commencing with Section 42400) of Chapter 4 by the
16 district for failing to conduct a root cause analysis and take
17 corrective action within five days.

18 (4) A fence-line monitoring system approved by the district shall
19 presumptively yield credible evidence that may be used to establish
20 whether a refinery has violated or is in violation of any plan, order,
21 permit, rule, regulation, or law.

22 (e)

23 (i) Guidance developed by a district pursuant to this section
24 shall require the preparation of a quality control and assurance
25 plan to ensure data quality and take into account technological
26 capabilities and incorporate input from affected parties and, to the
27 extent feasible, shall be informed by refinery-related guidance in
28 the monitoring plan prepared pursuant to subdivision (b) of Section
29 42705.5.

30 (f)

31 (j) (1) Except as provided in paragraph (2), the owner or
32 operator of a ~~petroleum~~ refinery shall be responsible for the costs
33 associated with implementing this section.

34 (2) To the extent a refinery-related community air monitoring
35 system is intentionally ~~utilized~~ used by a district to monitor
36 emissions from sources under its jurisdiction other than a ~~petroleum~~
37 refinery, the district shall ensure the costs of the system are shared
38 in a reasonably equitable manner.

39 (k) This section does not limit the authority or jurisdiction of
40 the Environmental Protection Agency, the State Air Resources

1 *Board, or the districts, and does not prohibit a city, county, or city*
2 *and county from imposing more stringent regulations, limits, or*
3 *prohibitions on a refinery.*

4 SEC. 3. No reimbursement is required by this act pursuant to
5 Section 6 of Article XIII B of the California Constitution because
6 a local agency or school district has the authority to levy service
7 charges, fees, or assessments sufficient to pay for the program or
8 level of service mandated by this act or because costs that may be
9 incurred by a local agency or school district will be incurred
10 because this act creates a new crime or infraction, eliminates a
11 crime or infraction, or changes the penalty for a crime or infraction,
12 within the meaning of Section 17556 of the Government Code, or
13 changes the definition of a crime within the meaning of Section 6
14 of Article XIII B of the California Constitution.

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023

O

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Margaret Abe-Koga and Members
of the Legislative Committee

From: Philip M. Fine
Executive Officer/APCO

Date: February 27, 2023

Re: State Legislative Budget Update

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

On January 10, 2023, Governor Newsom released his initial proposal for the fiscal year (FY) 2023-24 Budget.

Assembly Bill (AB) 221 (Ting) and Senate Bill (SB) 72 (Skinner) are identical bills reflecting the Governor's proposed budget.

DISCUSSION

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

On January 10, 2023, Governor Newsom released his draft budget proposal for FY 2023-24. The initial budget proposal addresses a \$29.5 billion decline in revenues (for FY 2021-22 through FY 2023-24 combined). This shortfall in revenue results in a "budget gap" estimated by the California Department of Finance at \$22.5 billion. The Governor is proposing to reduce or delay spending on various programs. For some of these items, the Governor proposes restoring funding in January of 2024 assuming General Fund revenues are sufficient, as determined by the Director of the Department of Finance.

The Senate and Assembly have started budget hearings that will continue for several months. Air District staff will participate and comment as appropriate. In May, the Governor will release a budget revision (the "May Revise"), and the remainder of May and most of June will be spent reconciling priorities and funding of the Administration, Senate, and Assembly. The budget must be signed by the Governor by July 1, 2023.

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

ATTACHMENTS:

1. 2023-24 Proposed State Budget vs. Previous Year

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023

Program	FY 22/23 Approved Budget, Trailer Bills, and Addendum	FY 23/24 Proposed Budget (January) AB 221 (Ting)
AB 617 - Implementation	\$50M	\$300M
AB 617 - Incentives	\$240M	
AB 617 - Community Grants	\$10M	
AB 617 - Additional (CERP)	\$10M	
Clean Vehicle Rebate	\$0	\$0
Clean Truck & Bus	\$600M	\$315M
Ag Diesel Engine Replacement	\$150M	\$0
Clean Cars For All/School Bus/Equity	\$256M	\$325M
Resilience Centers	\$85M	\$0*
Prescribed Fire	\$2M	\$2M
Carl Moyer Program	\$130M	\$130M
Zero-Emission Lawn and Garden	\$0	\$0
Woodstove Replacement	\$5M	\$0
Port and Freight Goods Movement Infrastructure	\$600M	\$200M
Long Duration Energy Storage	\$140M	\$190M
Residential Decarbonization	\$112M	\$665M
Commercial Harbor Craft	\$60M	\$40M

* \$85M funding delayed
until FY 2024-25

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Margaret Abe-Koga and Members
of the Legislative Committee

From: Philip M. Fine
Executive Officer/APCO

Date: February 27, 2023

Re: Air District-Sponsored Bills

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

The Air District is sponsoring the following bill:

- Assembly Bill (AB) 536 (Wilson) – Bay Area Air Quality Management Advisory Council: compensation.

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

- AB 953 (Connolly and Hart) – Coastal resources: voluntary vessel speed reduction and sustainable shipping program.

The following bills are currently spot bills or intent bills in the topic areas of bills for the Air District to be involved with as a sponsor or co-sponsor. No position is being proposed at this time – more information is expected to be available at the March 15, 2023, Legislative Committee meeting.

- AB 1465 (Wicks) – Nonvehicular air pollution: civil penalties. (Spot Bill)
- AB 1609 (Garcia) – Air pollution: motor vehicles: district fees. (Spot Bill)
- Senate Bill (SB) 849 (Stern) – Air pollution: emissions from ports. (Intent Bill)

As defined by the Legislative Counsel, a “spot bill” is a bill that proposes nonsubstantive amendments to a code section in a particular subject; introduced to assure that a bill will be available, subsequent to the deadline to introduce bills, for revision by amendments that are germane to the subject of the bill.

An “intent bill” is essentially a placeholder for a bill that will be amended in the subject area of the bill’s stated intent language.

DISCUSSION

Staff will provide the Legislative Committee (Committee) with a summary and status of Air District sponsored and co-sponsored bills and introduced bill language, if available.

AB 536 (Wilson) – Bay Area Air Quality Management Advisory Council: compensation.

CapitolTrack Bill Summary: Current law establishes the Bay Area Air Quality Management District, which is vested with the authority to regulate air emissions located in the boundaries of the Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara and portions of the Counties of Solano and Sonoma. Current law establishes a district board (bay district board) to govern the district. Current law also establishes the Bay Area Air Quality Management Advisory Council, which is appointed by the bay district board, to advise and consult with the bay district board and the bay district air pollution control officer, as provided. Current law requires council members to serve without compensation, but authorizes actual expenses incurred in the discharge of their duties. This bill would repeal the compensation prohibition and would instead authorize each council member to receive actual and necessary expenses incurred in the discharge of their duties.

Current Status: This bill has been referred to the Assembly Natural Resources Committee.

AB 953 (Connolly and Hart) – Coastal resources: voluntary vessel speed reduction and sustainable shipping program.

CapitolTrack Bill Summary: Would require the Ocean Protection Council, on or before May 1, 2025, in coordination with various entities, including the State Air Resources Board, to develop and implement a statewide voluntary vessel speed reduction and sustainable shipping program for the California coast in order to reduce air pollution, the risk of fatal vessel strikes on whales, and harmful underwater acoustic impacts. The bill would require the program to include specified components, including, upon an appropriation by the Legislature, financial incentives to program participants based on a percentage of distance traveled by a participating vessel through a vessel speed reduction zone, as provided. The bill would require the council, on or before December 31, 2026, to submit a report to the Legislature regarding the implementation of the program.

Current Status: Pending committee referral.

As information becomes available, staff will update the Committee on additional legislative activities that the Board of Directors has previously approved or may wish to become involved with.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

ATTACHMENTS:

1. AB 536 (Wilson) - Bill Text - As Introduced on 2/8/2023
2. AB 953 (Connolly and Hart) - Bill Text - As Introduced on 2/14/2023
3. AB 1465 (Wicks) - Bill Text - As Introduced on 2/17/2023
4. AB 1609 (Garcia) - Bill Text - As Introduced on 2/17/2023
5. SB 849 (Stern) - Bill Text - As Introduced on 2/17/2023

ASSEMBLY BILL

No. 536

**Introduced by Assembly Member Wilson
(Coauthors: Assembly Members Lee and Ortega)**

February 8, 2023

An act to repeal and add Section 40266 of the Health and Safety Code, relating to air resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 536, as introduced, Wilson. Bay Area Air Quality Management Advisory Council: compensation.

Existing law establishes the Bay Area Air Quality Management District, which is vested with the authority to regulate air emissions located in the boundaries of the Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara and portions of the Counties of Solano and Sonoma. Existing law establishes a district board (bay district board) to govern the district. Existing law also establishes the Bay Area Air Quality Management Advisory Council, which is appointed by the bay district board, to advise and consult with the bay district board and the bay district air pollution control officer, as provided. Existing law requires council members to serve without compensation, but authorizes actual expenses incurred in the discharge of their duties.

This bill would repeal the compensation prohibition and would instead authorize each council member to receive actual and necessary expenses incurred in the discharge of their duties. The bill would also authorize each council member to receive compensation, to be determined by the bay district board for either attending a meeting of the council or

attending a meeting, upon authorization of the bay district board, as a representative of the council.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

- 1 SECTION 1. Section 40266 of the Health and Safety Code is
- 2 repealed.
- 3 ~~40266. Council members shall serve without compensation,~~
- 4 ~~but may be allowed actual expenses incurred in the discharge of~~
- 5 ~~their duties.~~
- 6 SEC. 2. Section 40266 is added to the Health and Safety Code,
- 7 to read:
- 8 40266. (a) Each council member may receive actual and
- 9 necessary expenses incurred in the discharge of their duties.
- 10 (b) Each council member may receive compensation, to be
- 11 determined by the bay district board for either of the following:
- 12 (1) Attending a meeting of the council.
- 13 (2) Attending a meeting, upon authorization of the bay district
- 14 board, as a representative of the council.

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023

O

ASSEMBLY BILL

No. 953

Introduced by Assembly Members Connolly and Hart

February 14, 2023

An act to add Section 35618 to the Public Resources Code, relating to coastal resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 953, as introduced, Connolly. Coastal resources: voluntary vessel speed reduction and sustainable shipping program.

Existing law establishes the Ocean Protection Council in state government to, among other things, establish policies to coordinate the collection, evaluation, and sharing of scientific data related to coastal and ocean resources among agencies. Existing law requires the council to develop and implement a voluntary sustainable seafood promotion program for the state, to consist of specified components, including a competitive grant and loan program for eligible entities, including, but not limited to, fishery groups and associations, for the purpose of assisting California fisheries in qualifying for certification to internationally accepted standards for sustainable seafood.

This bill would require the council, on or before May 1, 2025, in coordination with various entities, including the State Air Resources Board, to develop and implement a statewide voluntary vessel speed reduction and sustainable shipping program for the California coast in order to reduce air pollution, the risk of fatal vessel strikes on whales, and harmful underwater acoustic impacts. The bill would require the program to include specified components, including, upon an appropriation by the Legislature, financial incentives to program participants based on a percentage of distance traveled by a participating

vessel through a vessel speed reduction zone, as provided. The bill would require the council, on or before December 31, 2026, to submit a report to the Legislature regarding the implementation of the program.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

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

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) California’s seaports are North America’s primary intermodal
4 gateway to Asia and Transpacific trade. Maritime industry activities
5 at California’s public seaports are responsible for employing more
6 than 500,000 people in the state. Nationwide, more than 2,000,000
7 jobs are linked to maritime industry business conducted at
8 California’s public seaports, contributing to California having the
9 largest state economy in the United States.

10 (b) Every year, the world’s largest container ships and auto
11 carriers make thousands of transits along the California coast, with
12 an estimated 120 tons per day of nitrogen dioxides, an ozone
13 precursor, being emitted within 100 nautical miles of the coast.
14 These emissions negatively affect the public health of coastal
15 communities and cause some areas of the coast to be in
16 nonattainment with the national ambient air quality standards for
17 ozone and particulate matter.

18 (c) Since 2014, the Santa Barbara Air Pollution Control District,
19 Ventura County Air Pollution Control District, and the Bay Area
20 Air Quality Management District, with the federal Office of
21 National Marine Sanctuaries, marine sanctuary foundations, and
22 environmental groups, have administered and promoted the Blue
23 Whales and Blue Skies Program, a voluntary vessel speed reduction
24 program off the Santa Barbara, Ventura, and Bay Area coast to
25 encourage transit speeds of 10 knots or less to reduce air pollution,
26 the risk of harmful whale strikes, and the level of ocean noise.

27 (d) Since its inception, through 2021, the Blue Whales and Blue
28 Skies Program has provided small incentives and publicity to
29 program participants and has achieved 536,211 slow speed miles,
30 a reduction of over 76,000 tons of nitrogen oxides, and an estimated
31 50 percent decreased risk of whale strikes during prime migration
32 season in the affected coastal areas.

1 (e) This highly cost effective voluntary pollution reduction
2 program benefits public health, protects the marine ecosystem,
3 and showcases the beneficial partnership between shipping
4 companies, public health agencies, marine sanctuaries, and
5 environmental organizations.

6 (f) Creation of a statewide vessel speed reduction program and
7 expansion to other areas of the California coast, including the San
8 Diego and Monterey coasts and the North Coast, would yield
9 additional public health and ecosystem benefits.

10 SEC. 2. Section 35618 is added to the Public Resources Code,
11 to read:

12 35618. (a) On or before May 1, 2025, the council shall, in
13 coordination with air pollution control districts and air quality
14 management districts along the coast and in consultation with the
15 federal Office of National Marine Sanctuaries, the federal
16 Environmental Protection Agency, the United States Navy, and
17 the State Air Resources Board, develop and implement a statewide
18 voluntary vessel speed reduction and sustainable shipping program
19 for the California coast in order to reduce air pollution, the risk of
20 fatal vessel strikes on whales, and harmful underwater acoustic
21 impacts.

22 (b) The program shall build upon any existing local voluntary
23 incentive programs and shall include all of the following
24 components:

25 (1) A marketing and brand ambassador program to promote
26 voluntary vessel speed reduction and sustainable shipping, and an
27 acknowledgment of the program's participants.

28 (2) Data collection on ship speeds along the California coast in
29 order to analyze the program for future refinement, expansion, or
30 both.

31 (3) Data collection on underwater acoustic impacts or fatal
32 vessel strikes on whales, to the extent data is available.

33 (4) Data collection and consideration of the regional air quality
34 impacts on the coast and the local air quality and other
35 environmental impacts to disadvantaged communities from
36 oceangoing vehicle traffic.

37 (5) Financial incentives to program participants based on a
38 percentage of distance traveled by a participating vessel through
39 a vessel speed reduction zone established at 10 knots or less, to

1 the extent that local, state, or federal funding is made available
2 pursuant to an appropriation by the Legislature.

3 (c) The council may impose additional qualifying criteria on
4 program participants in order to receive financial incentives under
5 the program, including, but not limited to, individual transit speeds,
6 such as maximum speed in transit or maximum transit average
7 speed.

8 (d) The council shall provide financial incentives pursuant to
9 this section upon appropriation by the Legislature.

10 (e) (1) On or before December 31, 2026, the council shall
11 submit a report to the Legislature regarding the implementation
12 of the program.

13 (2) The report required in paragraph (1) shall be submitted in
14 compliance with Section 9795 of the Government Code.

15 (3) Pursuant to Section 10231.5 of the Government Code, the
16 requirement for submitting a report imposed by paragraph (1) is
17 inoperative on December 31, 2030.

LEGISLATIVE COMMITTEE
MEETING OF 02/27/2023

O

ASSEMBLY BILL

No. 1465

Introduced by Assembly Member Wicks

February 17, 2023

An act to amend Section 42402 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 1465, as introduced, Wicks. Nonvehicular air pollution: civil penalties.

Existing law generally designates air pollution control and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law establishes maximum civil penalties for any person for violations of air pollution laws from nonvehicular sources.

This bill would make nonsubstantive changes to the latter provision.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

- 1 SECTION 1. Section 42402 of the Health and Safety Code is
2 amended to read:
3 42402. (a) Except as provided in Sections 42402.1, 42402.2,
4 42402.3, and 42402.4, ~~any~~ a person who violates this part, ~~any an~~
5 order issued pursuant to Section 42316, or ~~any a~~ rule, regulation,
6 permit, or order of a district, including a district hearing board, or
7 of the state board issued pursuant to Part 1 (commencing with
8 Section 39000) to Part 4 (commencing with Section 41500),

1 inclusive, is strictly liable for a civil penalty of not more than five
2 thousand dollars (\$5,000).

3 (b) (1) A person who violates ~~any~~ a provision of this part, ~~any~~
4 an order issued pursuant to Section 42316, or ~~any~~ a rule, regulation,
5 permit or order of a district, including a district hearing board, or
6 of the state board issued pursuant to Part 1 (commencing with
7 Section 39000) to Part 4 (commencing with Section 41500),
8 inclusive, is strictly liable for a civil penalty of not more than ten
9 thousand dollars (\$10,000).

10 (2) (A) If a civil penalty in excess of five thousand dollars
11 (\$5,000) for each day in which a violation occurs is sought, there
12 is no liability under this subdivision if the person accused of the
13 violation alleges by affirmative defense and establishes that the
14 violation was caused by an act that was not the result of intentional
15 conduct or negligent conduct.

16 (B) Subparagraph (A) does not apply to a violation of a federally
17 enforceable ~~requirements~~ requirement that ~~occur~~ occurs at a Title
18 V source in a district in which a Title V permit program has been
19 fully approved.

20 (C) Subparagraph (A) does not apply to a person who is
21 determined to have violated an annual facility emissions cap
22 established pursuant to a market-based incentive program adopted
23 by a district pursuant to subdivision (b) of Section 39616.

24 (c) A person who owns or operates ~~any~~ a source of air
25 contaminants in violation of Section 41700 that causes actual
26 injury, as defined in subdivision (d) of Section 42400, to the health
27 and safety of a considerable number of persons or the public, is
28 liable for a civil penalty of not more than fifteen thousand dollars
29 (\$15,000).

30 (d) Each day during ~~any~~ a portion of which a violation occurs
31 is a separate offense.

O

ASSEMBLY BILL

No. 1609

Introduced by Assembly Member Garcia

February 17, 2023

An act to amend Section 44225 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 1609, as introduced, Garcia. Air pollution: motor vehicles: district fees.

Existing law authorizes an air pollution control or air quality management district, except the Sacramento district, to levy a surcharge on the registration fees for motor vehicles registered in the air district, as specified by the governing body of the air district. Existing law requires the Department of Motor Vehicles to collect that surcharge if requested by an air district, and requires the department, after deducting its administrative costs, to distribute the revenues to the air districts. Existing law, until January 1, 2034, raises the limit on the amount of that surcharge from \$4 to \$6 and requires that \$2 of the surcharge be used to implement the Carl Moyer Memorial Air Quality Standards Attainment Program, among other programs.

This bill would make a nonsubstantive change to the provision that authorizes the increase in the fee until January 1, 2034.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

1 SECTION 1. Section 44225 of the Health and Safety Code, as
2 amended by Section 5 of Chapter 355 of the Statutes of 2022, is
3 amended to read:

4 44225. (a) A district may increase the fee established under
5 Section 44223 to up to six dollars (\$6). A district may increase the
6 fee only if both of the following conditions are met:

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

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

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

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

O

Introduced by Senator Stern

February 17, 2023

An act relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 849, as introduced, Stern. Air pollution: emissions from ports.

Under existing law, the State Air Resources Board has adopted the Ocean-Going Vessels At Berth Regulation to increase emissions reductions from oceangoing vessels at berth in state ports to provide more air quality and health benefits to the people living and working in and around California's busiest seaports.

This bill would state the intent of the Legislature to enact subsequent legislation to reduce emissions at the ports of California.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

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

- 1 SECTION 1. It is the intent of the Legislature to enact
- 2 subsequent legislation to reduce emissions at the ports of
- 3 California.

O

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: April 5, 2023

Re: Report of the Richmond Area Community Emissions Reduction Plan Steering
Committee Meeting of February 27, 2023

RECOMMENDED ACTION

None; Receive and file.

BACKGROUND

None.

DISCUSSION

The Richmond Area Community Emissions Reduction Plan Steering Committee met on Monday, February 27, 2023, and approved the Minutes of January 30, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received updates from the following Steering Committee Ad Hoc Committees: Problems to Solutions.

The Committee then received the presentation *Discussion and Request for Volunteers to Draft Chapters 2 (Community Steering Committee members) and Chapter 3 (Vision and Principles) of the Community Emissions Reduction Plan*, given by Air District Staff Member, Kelly Malinowski. Several Committee members volunteer to draft Chapters 2 and 3 of the Community Emissions Reduction Plan, including Lucia Castello, Micaela Zaragoza Soto, and Simren Sandhu.

The Committee then received and discussed the presentation *Consider Recommending to the Bay Area Air Quality Management District's Community, Equity, Health and Justice Committee that the Community, Equity, Health and Justice Committee Recommend to the Board of Directors that the Board Dissolve the Community Steering Committee Appointed by Resolution No. 2021-02 to Allow for the Creation of a New, Non-Board-Appointed Steering Committee with a Community-Led Governance Structure*, given by Committee member and Co-Chair Alfredo

Angulo. The Committee (though a vote) approved to **recommend to the BAAQMD Community, Equity Health and Justice Committee** and finally to the Board of Directors 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.

The Committee then discussed Environmental Justice Updates given by Nancy Gutierrez, Jeffrey Kilbreth, Hakim Johnson, and Suzanne Coffee.

The next meeting of the Richmond Area Community Emissions Reduction Plan Steering Committee will be tentatively held in April. The date and time are to be determined. This concludes the Report of the Richmond Area Community Emissions Reduction Plan Steering Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Karissa White
Reviewed by: Diana Ruiz

ATTACHMENTS:

1. Path to Clean Air CERP Steering Committee February 27, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Steering Committee

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

Date: February 27, 2023

Re: Discussion and Request for Volunteers to Draft Chapters 2 (CSC members) and Chapter 3 (Vision and Principles) of the CERP

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

The PTCA CERP will include a chapter that introduces the CSC and its members. The CERP will also include a chapter presenting the PTCA Vision and Principles and describing the process the CSC undertook to develop and adopt them. Much of the CERP is being drafted by CSC members through various Ad Hocs (e.g., Community Description and Problems to Solutions), however these chapters are more straight forward and lend themselves to be drafted by one or two CSC members working with Air District staff as needed.

DISCUSSION

The CSC will discuss the intent of CERP Chapter 2 ‘CSC Members’ and Chapter 3 ‘Vision and Principles’ and the timeline for drafting these chapters. The co-chairs will also ask for volunteer(s) to draft Chapters 2 and 3 with support from Air District staff as needed.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Karissa White
Reviewed by: Veronica Eady

ATTACHMENTS:

None

PATH TO CLEAN AIR CERP
STEERING COMMITTEE
MEETING OF 02/27/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Members of the Path to Clean Air Steering Committee

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

Date: February 27, 2023

Re: Consider Recommending to the Bay Area Air Quality Management District (BAAQMD), Community, Equity, Health and Justice (CEHJ) Committee that the CEHJ Committee Recommend to the Board of Directors that the Board Dissolve the Community Steering Committee Appointed by Resolution No. 2021-02 to Allow for the Creation of a New, Non-Board-Appointed Steering Committee with a Community-Led Governance Structure

RECOMMENDED ACTION

Recommend to the BAAQMD Community, Equity, Health and Justice Committee that the Community, Equity, Health and Justice Committee recommend to the Board of Directors that the Board dissolve the Community Steering Committee appointed by Resolution No. 2021-02.

BACKGROUND

The CSC, through a governance ad-hoc, has created a proposal to transition from a Board-appointed committee to a community governance structure. The CSC will discuss this proposal and will vote on whether to recommend dissolution of the CSC to the BAAQMD Community, Equity, Health and Justice (CEHJ) Committee. If approved, the CSC will recommend to the CEHJ Committee that the CEHJ Committee recommend to the Board of Directors that the Board dissolve the current CSC established by Resolution No. 2021-02 and allow for the creation of a new Steering Committee with a community-led governance structure.

DISCUSSION

The Community Steering Committee will receive a presentation from a member of the governance ad hoc, discuss, and then vote on whether to recommend the dissolution of the community steering committee in order to allow a transition to a new governance structure.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Karissa White

Reviewed by: Veronica Eady

ATTACHMENTS:

1. Proposal Template

PATH TO CLEAN AIR CERP
STEERING COMMITTEE
MEETING OF 02/27/2023

Memorandum

To: Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee

From: Governance Ad-hoc Committee

Date: February 15, 2023

Re: Proposal to have the Community Steering Committee (CSC) transition to a community governance structure

RECOMMENDED ACTION

On February 27, 2023, Community Steering Committee (CSC) members will vote to recommend to the BAAQMD 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.

BACKGROUND

About: At its November 11, 2020, meeting, the Community Design Team (CDT)¹ voted to recommend that the Air District Board of Directors appoint a CERP Steering Committee that adheres to the Brown Act. On December 16, 2020, the Air District Board approved the CDT' recommendations. On February 4, 2021, the Board's Community Health, Equity and Justice (CEHJ) Committee voted to recommend the Board move forward with appointing the Richmond-North Richmond-San Pablo Community Steering Committee as a Board Committee.² On March 3, 2021, the Board voted to appoint the CSC as a Board Committee that adheres to the Brown Act.

Issue: The CSC, through the governance ad-hoc, proposes to transition from a board-appointed committee to a community governance structure. The vote taken on February 27, 2023 will recommend the dissolution of the CSC (appointed Resolution No. 2021-02) to the BAAQMD Community, Equity, Health and Justice and finally to the Board for approval. Dissolution of the CSC is needed in order for the CSC to proceed with next steps outlined in the proposal.

Proposal: Key elements of the proposal cover the process to transition to a community-led committee and the timeline for doing so, and the introduction of a new charter. The governance ad hoc committee will draft a new charter for the community-governed CSC to be adopted once

¹ In February 2020, the Air District convened a Community Design Team (CDT) to lay the foundation for establishing a Community Steering Committee (CSC) for developing a Community Emissions Reduction Plan in Richmond, North Richmond, and San Pablo. The CDT represented community and community based organizations, 19 individuals came together to form the CDT. Multiple issues were raised by the CDT related to transparency and process throughout 2020.

² BAAQMD Resolution [2021_02_establishing_richmond_area_cerp_csc-pdf.pdf \(baaqmd.gov\)](#)

the new CSC convenes after the April Board meeting. The newly formed charter will carry over a majority of the current charter while adding new elements that reinforce provisions of the Brown Act to ensure public access, participation, and transparency. Additions made will also allow the community-governed CSC to be nimble, efficient, and more engaged.

Process: A structured set of action steps to address reappointments to reconstitute the Community Steering Committee and introduce a new charter under a community-led structure would go into effect following Board of Directors approval to dissolve the Board appointed CSC at the April Board meeting. In practice this would include the following actions;

A. Reconfiguration of CSC: Reappointment process

- Open call to current members to reapply starting February 28th - March 16th
- CSC will develop an application process that is transparent, inclusive and accessible to all community members and will continue to require the disclosure of potential conflicts³ through a conflict-of-interest form.
- The process will include an opportunity to increase the number of new members by opening up the application process, on a rolling basis, to new candidates after the April Board meeting.
 - A review panel will be set up that consists of five CSC members who will evaluate new applications.
 - New applications would be reviewed every 2 months by the review panel.
 - A majority of the review panel must agree to move a candidate forward.
 - Application review process for current CSC members to begin February 28th. Official appointments of CSC members will take place after the April Board meeting.
 - Priority will be given to current CSC members who wish to continue to serve on the CSC.

B. Creating the new charter: Once members are re-appointed to the newly formed CSC, they will introduce a new charter aimed at increasing participation that incorporates best practices of the Brown Act taken from the previous charter, concentrating on the following three elements:

- Decision-making structure
- Membership requirements
- Public comment

C. Approval of the new charter

- The draft final charter will be sent out to the new CSC members and posted to the BAAQMD website for public access
- Presentation of the new charter will be prepared and posted to the BAAQMD website as part of a CSC monthly meeting

³ Disclosure of conflict of interest will not determine appointments, this is based on the CSC existing process to ensure transparency.

- The new charter will be voted on by the new CSC committee and adopted at a date to be determined by the new CSC.

Charter: Outlining key elements to the charter that will change from the existing charter

Decision-making structure

- Majority vote
 - Decision-making at CSC meetings will not proceed without a quorum of the minimum number of our CSC members range (quorum = 50% of CSC plus one voting member) of voting members present at meetings.
- Non-voting industry members
 - Two non-voting members will remain in place, as stated in the current charter⁴
- Voting decisions made by the CSC will be guided by the charter

Membership requirements (# of members and seat selection)

- The charter will identify a minimum and maximum range (odd numbers), which the new CSC will determine before they finalize the charter and adopt.
 - Governance ad-hoc committee will engage current CSC members through survey monkey and over email to narrow in on a range.
- Applications for new members will be reviewed and accepted on a rolling basis; the governance ad-hoc committee to review existing criteria used and specify how applications will be reviewed and selected.
- Process to fill any vacancies will be addressed through an open application process that will be posted on the BAAQMD website

Public Comment

- Ensure public comment before a vote
- Ensure public comment on non-agenda items
- Ensure all meetings are inclusive and transparent. This includes having the meetings posted on the BAAQMD website, along with meeting minutes and video recording of the monthly CSC meetings.
- New CSC members will determine whether gatherings will be in-person, remote and/or hybrid

Amendments

- Minor language adjustments to reflect the transition: Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-North Richmond-San Pablo Area requires approval by a majority of voting members present.⁵

⁴ The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=zh-tw>

⁵ “Partnership Agreement” will be removed from Charter text. *Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-San Pablo Area Partnership Agreement require approval by a majority of voting members present.*

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: April 5, 2023

Re: Report of the Stationary Source and Climate Impacts Committee Meeting of March
8, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Stationary Source and Climate Impacts Committee met on Wednesday, March 8, 2023, and approved the minutes of February 8, 2023. Members of the Committee participated in person.

The Committee then reviewed and discussed the staff presentation *Revision of the Particulate Matter_{2.5} National Ambient Air Quality Standards*.

The Committee then reviewed and discussed the staff presentation *Proposed 2023 Stationary Source & Climate Impacts Committee Work Plan*.

The next meeting of this committee will be on Wednesday, April 12, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will also be webcast for members of the public. This concludes the report of the Stationary Source and Climate Impacts Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Stationary Source and Climate Impacts March 8, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Air District Comments on the Proposed EPA Revisions to the Particulate Matter
National Ambient Air Quality Standards

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Clean Air Act (CAA) requires the United States Environmental Protection Agency (EPA) to set National Ambient Air Quality Standards (NAAQS) for each of the six criteria pollutants – carbon monoxide (CO), lead (Pb), particulate matter (PM), ozone (O₃), nitrogen dioxide (NO_x) and sulfur dioxide (SO_x). After a new NAAQS or a revision to an existing NAAQS has been set, EPA is required to determine and designate areas of the country for attainment (meeting the standard) or nonattainment (not meeting the standard).

On January 6, 2023, EPA proposed revisions to the primary annual PM_{2.5} NAAQS. Specifically, EPA proposed reducing the primary annual PM_{2.5} NAAQS from 12 µg/m³ to a range between 9 µg/m³ and 10 µg/m³. EPA is also proposing additional changes to the monitoring requirements and to the Air Quality Index breakpoints.

EPA is soliciting comments on the proposals and specifically requesting feedback on revising the primary annual PM_{2.5} NAAQS to a range between 8.0 µg/m³ and 11 µg/m³. And although EPA is proposing to retain the primary 24-hour PM_{2.5} NAAQS, they are also soliciting feedback on revising this standard to as low as 25 µg/m³.

DISCUSSION

Staff are reviewing the proposal and drafting written comments. Lowering the PM NAAQS protects public health. However, the San Francisco Bay Air Basin (Air Basin) may not meet attainment of the proposed revisions to the PM_{2.5} NAAQS and be designated nonattainment.

Nonattainment areas are regions that do not meet the NAAQS. The CAA requires states to develop a plan to attain and maintain the NAAQS for each criteria pollutant and area that is designated nonattainment. These plans are known as State Implementation Plans (SIP) and are developed by state and local air quality agencies. In general elements of a SIP may include:

- Air quality monitoring
- Air quality modeling
- Emission inventories
- Emission control strategies
- Policies and rules implemented to attain and maintain the NAAQS

The California Air Resources Board (CARB) is the state agency with primary responsibility for coordinating and submitting the state's SIP to EPA. The Air District is responsible for developing the regional level elements of the SIP for the San Francisco Bay Area. Because the Air Basin is designated nonattainment for ozone and particulate matter, the Air District has developed and submitted an approved SIP. However, the development of an updated particulate matter SIP to meet the proposed NAAQS will be challenging as large sources of particulate matter emissions are related to mobile sources and woodsmoke in the Bay Area. There are also environmental justice and staff resource considerations.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Mark Tang
Reviewed by: Wendy Goodfriend

ATTACHMENTS:

1. Revision of the PM2.5 National Ambient Air Quality Standard Presentation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Proposed 2023 Stationary Source and Climate Impacts Committee Work Plan

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Stationary Source and Climate Impacts Committee (Committee) considers and recommends policies to the Board of Directors relating to stationary sources. The Committee recommends positions to the Board of Directors on stationary source policy issues affecting the implementation of the two State and Federal Air Quality Management Plans and key planning policy issues such as Federal and State Air Quality Management Plan development and air quality and economic modeling.

The Committee also reviews and makes recommendations to the Board of Directors regarding major stationary source programs including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Committee recommends to the Board of Directors positions concerning federal and state regulations that affect stationary sources.

The Committee also recommends policies to the Board of Directors for disbursement of supplemental environmental project grants. The Committee also considers and recommends to the Board of Directors policies and positions of the Air District relating to climate protection activities and funding relative to stationary sources. The Committee also keeps itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to stationary sources.

DISCUSSION

The Committee will review and discuss the proposed schedule and workplan for meetings in 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Sonam Shah-Paul

Reviewed by: Greg Nudd

ATTACHMENTS:

1. 2023 SSCI Committee Workplan
2. 2023 SSCI Work Plan Review Presentation

STATIONARY SOURCE AND
CLIMATE IMPACTS MEETING
OF 03/08/2023

Proposed 2023 Stationary Source and Climate Impacts Committee Meeting Workplan

Meeting Schedule	Topics
April – May	<p><u>Air District Statutory Authorities</u> Legal will provide an overview of the Air District’s regulatory authority.</p> <p><u>Fugitive Dust White Paper Recommendations</u> PM exposure from fugitive dust is a significant health concern. This paper lays out policy options to reduce dust emissions and exposure. Dust sources were a priority in the West Oakland Community Action Plan.</p> <p><u>Bay Area Healthy Homes Initiative</u> Update on the Air District’s partnerships in Alameda and Contra Costa County for full home retrofits focused on low-income families suffering from asthma.</p> <p><u>Submitting Rules into the State Implementation Plan</u> In preparation for the development of an attainment plan for PM2.5, the Air District should start submitting beneficial rules to EPA for inclusion into the State Implementation Plan so they may be credited toward attaining the standards.</p>
June – July	<p><u>Rules mid-year review</u> Regular update on upcoming rules and rulemaking priorities.</p> <p><u>Update on Incident Response Monitoring</u> Update to the Committee on the work with the Ad Hoc committee on incident response monitoring and modeling</p> <p><u>Refinery Community and Fenceline Monitoring</u> Briefing on the status of community and fenceline monitoring in refinery communities. Update on pending legislation and possible impacts on the Air District.</p> <p><u>Sources Causing Particulate Matter Exposure (InMAP Results)</u> Report on what sources are causing particulate matter exposure, and by how much, at the regional level and for key communities. Based on a partnership with the University of Washington and UC Berkeley.</p>
August – No Meeting	

<p>September – October</p>	<p><u>Rule 8-8: Refinery Wastewater</u> Update on rulemaking to reduce emissions from refinery wastewater systems. Part of the AB 617 BARCT schedule.</p> <p><u>Rule 8-18: Refinery Heavy Liquid Leaks</u> Update on rulemaking to reduce emissions from refinery wastewater systems. Part of the AB 617 BARCT schedule.</p> <p><u>Metal Recycling and Shredding Operations</u> White paper on reducing emissions from metal recycling and shredding operations. This is a priority of the West Oakland Community Action Plan.</p>
<p>November – December</p>	<p><u>Priority Control Measures in the Richmond-North Richmond-San Pablo CERP</u> Briefing on the stationary source control measures identified as priorities in the Richmond-North Richmond-San Pablo Community Emissions Reduction Plan.</p> <p><u>Health Impacts of Wood Smoke and Possible Policy Responses</u> Results of an analysis of the geographic concentration of wood smoke, the health and equity impact of that pollution, and a discussion of some possible policy responses by the Air District. Wood smoke was identified as a priority in the West Oakland Action Plan.</p>

STATIONARY
CLIMATE IMPACT
OF 03/08/2023

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: April 5, 2023

Re: Report of the Mobile Source & Climate Impacts Committee Meeting of March 8,
2023

RECOMMENDED ACTION

A) Allocation of Fiscal Year Ending 2024 Transportation Fund for Clean Air Funding.

- **Approve** the proposed allocation of the estimated new Transportation Fund for Clean Air monies to the programs and projects; and
- **Authorize** the proposed cost-effectiveness limits for the Air District-sponsored programs and projects.

BACKGROUND

None.

DISCUSSION

The Mobile Source & Climate Impacts Committee met on Wednesday, March 8, 2023. Members of the Committee participated in person.

Within the meeting agenda's Consent Calendar, the Committee approved the minutes of November 28, 2022, and received a quarterly status update of projects awarded Carl Moyer and Transportation Fund for Clean Air incentive program funding in fiscal year 2022-2023.

The Committee then reviewed and discussed the staff presentation *Allocation of Fiscal Year Ending 2024 Transportation Fund for Clean Air Funding*. The Committee recommends the Board:

- **Approve** the proposed allocation of the estimated new Transportation Fund for Clean Air monies to the programs and projects; and
- **Authorize** the proposed cost-effectiveness limits for the Air District-sponsored programs and projects.

The Committee then reviewed and discussed the staff presentation *Report on Transportation Fund for Clean Air Projects Expenditures and Effectiveness for Fiscal Year Ending 2022*.

Finally, the Committee reviewed and discussed the staff presentation *Proposed 2023 Mobile Source & Climate Impacts Committee Work Plan*.

The next meeting of the Mobile Source & Climate Impacts Committee will be on Wednesday, April 12, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will also be webcast for members of the public. This concludes the Chair Report of the Mobile Source & Climate Impacts Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Mobile Source and Climate Impacts Committee March 8, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Myrna Melgar and Members
of the Mobile Source and Climate Impacts Committee

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Quarterly Update of Grant Awards for the Carl Moyer and Transportation Fund for
Clean Air Incentive Programs

RECOMMENDED ACTION

None; receive and file.

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

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include heavy-duty diesel engine applications such as on-road trucks and buses, off-road construction, agricultural equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per AB 1390, at least 50% of CMP funds must be allocated to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

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

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

Community Air Protection Program

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

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

Funding Agricultural Replacement Measures for Emission Reductions (FARMER)

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

Transportation Fund for Clean Air

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

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

Table 1
Funding Sources and Initial Revenues

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

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

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

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

DISCUSSION

For the FYE 2023, the Air District had approximately \$117 million in funds available for eligible projects, under CMP, MSIF, CAPP, FARMER, and TFCA, including new and prior year funds. This total may change whenever new revenue is awarded to the Air District. Under these funding sources, the Air District accepts project applications on a rolling basis and evaluates them on a first-come, first-served basis. Between the last update to the Board on approved projects on December 7, 2022, and February 2, 2023, there have been no eligible projects with proposed awards of over \$500,000 that require Board approval.

As of February 2, 2023, over \$30.4 million has been awarded to projects or allocated to regional grants since July 1, 2022, that will result in over 35 tons per year in reductions of combined NOx, ROG, and PM emissions. Approximately \$20 million of these funds, or 90.6% of the non-regional awards, have been awarded or allocated to low-income residents or to projects that reduce emissions in CARE, disadvantaged SB 535 communities, and/or low-income AB 1550 communities. This percentage value will continue to change over time as the remaining funds are awarded later in the fiscal year and as more complete information about the location of projects and program participants becomes available. Attachment 1, updated at least quarterly, lists all eligible projects that have been awarded by the Air District between July 1, 2022, and February 2, 2023, including information about project equipment, award amounts, estimated emissions reductions, community benefits, and project locations. Attachment 2 provides fiscal year facts and figures on the status of funding available and allocations by county and category as of February 2, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes the CMP, MSIF, CAPP, FARMER, and TFCA funding to project sponsors on a reimbursement basis. The projects approved and allocated since the last quarterly report will continue to be paid for out of one or more of these state and local incentive funds upon project completion expected within the next one to three years. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Daniel Langmaid and Linda Hui
Reviewed by: Alona Davis and Karen Schkolnick

ATTACHMENTS:

1. All projects (awarded, allocated, and recommended 7/1/22 to 2/2/23)
2. Funding Facts and Figures (7/1/22 through 2/2/23)

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

ATTACHMENT 1

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

CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/22 and 2/2/23)

Project #	Project Category	Project Description	Number of Engines	Proposed Contract Award	Applicant Name	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Funding Source ¹
						NOx	ROG	PM				
23R01	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	N/A	\$ 150,000	BAAQMD	TBD*	TBD*	TBD*	Regional	6/15/22	N/A	1
23R02	LD Vehicles	Vehicle Buy Back Program Implementation	N/A	\$ 200,000	BAAQMD	N/A	N/A	N/A	Regional	6/15/22	N/A	1
23R03	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	N/A	\$ 2,290,000	BAAQMD	TBD*	TBD*	TBD*	Regional	6/15/22	N/A	1
23R04	LD Infrastructure	FYE 23 Charge! Program	N/A	\$ 5,350,000	BAAQMD	TBD*	TBD*	TBD*	Regional	6/15/22	N/A	1
22MOY305	Ag/ off-road	Equipment replacement	2	\$ 123,600	Shifflett Ranch & Vineyard LLC	0.241	0.035	0.024	Napa	7/1/22	No	2
22MOY311	Ag/ off-road	Equipment replacement	1	\$ 153,100	Jay A Clay	0.363	0.047	0.027	Sonoma	7/8/22	Yes	2
22SBP337	School Bus	Equipment replacement	1	\$ 400,000	Hayward Unified School District	0.042	0.002	0.001	Alameda	7/11/22	Yes	1, 2
22MOY229	Ag/ off-road	Equipment replacement	1	\$ 43,900	Boething Treeland Farms inc.	0.059	0.009	0.006	San Mateo	7/11/22	No	2
22MOY334	Ag/ off-road	Equipment replacement	1	\$ 135,800	Point Reyes Pastures Inc.	0.276	0.036	0.020	Marin	7/11/22	Yes	2
22SBP117	School Bus	Equipment replacement + Infrastructure	8	\$ 4,370,779	San Mateo Union High School District	0.731	0.058	0.026	San Mateo	7/20/22	Yes	1, 2
22SBP232	School Bus	Equipment replacement + Infrastructure	5	\$ 1,916,236	Antioch Unified School District	0.378	0.029	0.002	Contra Costa	7/20/22	Yes	1, 2
22SBP248	School Bus	Equipment replacement	3	\$ 648,794	Mt. Diablo Unified School District	0.203	0.016	0.008	Contra Costa	7/20/22	Yes	1
22MOY320	Ag/ off-road	Equipment replacement	1	\$ 49,300	Atlas Oaks Ranch, LLC	0.047	0.011	0.009	Napa	8/12/22	No	2
22MOY342	Ag/ off-road	Equipment replacement	3	\$ 100,300	Vinas Del Norte LLC	0.181	0.028	0.025	Napa	8/16/22	Yes	2
22MOY341	Ag/ off-road	Equipment replacement	1	\$ 65,800	Williams Ranch	0.276	0.036	0.025	Sonoma	8/17/22	No	2
22MOY234	Ag/ off-road	Equipment replacement	3	\$ 253,300	DCS END POST DRIVING	0.755	0.107	0.062	Napa	9/2/22	No	2
22MOY318	Ag/ off-road	Equipment replacement	1	\$ 49,300	Ahmann Ranches, LLC	0.156	0.024	0.014	Napa	9/9/22	No	2
22MOY359	Ag/ off-road	Equipment replacement	1	\$ 38,900	Spaletta Dairy	0.118	0.018	0.011	Marin	9/21/22	Yes	2
22MOY349	Ag/ off-road	Equipment replacement	1	\$ 92,700	Cobb Creek Holdings, LLC DBA CCH Ag Services	0.162	0.027	0.019	Napa	9/21/22	No	2
22MOY63	Ag/ off-road	Equipment replacement	1	\$ 286,800	B & T Farms	0.684	0.072	0.037	Santa Clara	9/21/22	Yes	2
22SBP279	School Bus	Equipment replacement + Infrastructure	5	\$ 1,640,986	East Side Union High School District	0.502	0.045	0.003	Santa Clara	9/21/22	Yes	1, 2
22SBP340	School Bus	Equipment replacement + Infrastructure	3	\$ 1,237,496	Sequoia Union High School District	0.325	0.033	0.002	San Mateo	9/21/22	Yes	1, 2
22MOY202	On-road	Infrastructure	0	\$ 600,000	Solano County Transit	N/A	N/A	N/A	Solano	12/7/22	Yes	2
22SBP236	School Bus	Equipment replacement + Infrastructure	6	\$ 2,087,000	Liberty Union High School District	0.652	0.050	0.004	Contra Costa	12/7/22	Yes	1, 2
23MOY2	Ag/ off-road	Equipment replacement	2	\$ 440,600	Simoni & Massoni Farms, LLC	1.007	0.062	0.029	Contra Costa	10/24/22	Yes	2
23MOY6	Ag/ off-road	Equipment replacement	1	\$ 72,200	Ortiz Family Farm	0.172	0.021	0.014	Sonoma	10/24/22	Yes	2
23MOY3	Ag/ off-road	Equipment replacement	1	\$ 418,300	Poncica Fertilizer, Inc.	1.056	0.096	0.060	Sonoma	10/28/22	Yes	2
23MOY5	Ag/ off-road	Equipment replacement	1	\$ 60,500	German Vineyards LLC	0.041	0.010	0.008	Solano	10/28/22	No	2
22SBP203 ¹	School Bus	Equipment replacement + Infrastructure	9	\$ 94,024	Oak Grove School District	0.5705	0.0470	0.0035	Santa Clara	12/7/22	Yes	1
22MOY325	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	Alameda	12/7/22	Yes	2

ATTACHMENT 1

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

CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/22 and 2/2/23)

Project #	Project Category	Project Description	Number of Engines	Proposed Contract Award	Applicant Name	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Funding Source [†]
						NOx	ROG	PM				
22MOY326	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	Alameda	12/7/22	Yes	2
22MOY327	On-road	Infrastructure	0	\$ 1,000,000	Penske Truck Leasing Co., L.P.	N/A	N/A	N/A	San Mateo	12/7/22	Yes	2
22MOY284	Off-road	Engine replacement	3	\$ 850,500	TraPac, LLC	2.592	0.202	0.083	Alameda	12/7/22	Yes	2
23MOY1	Ag/ off-road	Equipment replacement	2	\$ 732,400	Ielmorini Custom Spreading, LLC	2.969	0.303	0.178	Marin	12/7/22	Yes	2
23MOY15	Ag/ off-road	Equipment replacement	1	\$ 78,500	Trademark Vineyards, LLC	0.108	0.017	0.013	Napa	11/4/22	No	2
23MOY23	Ag/ off-road	Equipment replacement	1	\$ 38,200	Martinelli Vineyard Management, Inc.	0.140	0.022	0.013	Sonoma	11/14/22	No	2
23MOY7	Ag/ off-road	Equipment replacement	3	\$ 367,500	C & F Farms inc	0.912	0.106	0.065	Santa Clara	11/15/22	Yes	2
23MOY14	Ag/ off-road	Equipment replacement	2	\$ 94,400	Robert T Jordan, DBA: Grand Crew Vineyard Management	0.046	0.029	0.001	Napa	11/22/22	No	2
23MOY28	Ag/ off-road	Equipment replacement	1	\$ 70,300	Ilisley Brothers Farming, LLC	0.031	0.020	0.001	Napa	11/22/22	No	2
22MOY356	Ag/ off-road	Equipment replacement	1	\$ 93,400	Imhof Tractor Service, Inc	0.247	0.027	0.015	Alameda	11/28/22	Yes	2
23MOY16	Ag/ off-road	Equipment replacement	1	\$ 46,900	Daylight Vineyard Management, Inc.	0.069	0.005	0.004	Sonoma	11/29/22	No	2
23MOY30	Ag/ off-road	Equipment replacement	6	\$ 401,800	Antinori California	0.017	0.387	0.065	Napa	12/28/22	No	2
23MOY29	Ag/ off-road	Equipment replacement	2	\$ 70,900	Channel Lumber	0.069	0.006	0.003	Contra Costa	1/5/23	Yes	2
23MOY25	Ag/ off-road	Equipment replacement	1	\$ 63,600	Navone Vineyard Management Co	0.127	0.019	0.014	Napa	1/12/23	No	2
23MOY60	Ag/ off-road	Equipment replacement	1	\$ 222,300	F.A. Maggiore & Sons, LLC	0.602	0.030	0.015	Contra Costa	2/2/23	Yes	2
23MOY22	Ag/ off-road	Equipment replacement	1	\$ 60,900	Jack Neal and Son Inc	0.144	0.023	0.017	Napa	2/6/23	No	2
23MOY17	Ag/ off-road	Equipment replacement	1	\$ 50,800	JPW Development Co., LLC	0.025	0.023	0.006	Solano	2/6/23	No	2
23MOY37	Ag/ off-road	Equipment replacement	2	\$ 143,000	Fred J Fisher	0.227	0.037	0.027	Sonoma	2/7/23	No	2
VBB-FYE23	LD Vehicles	Vehicle Buy Back program projects	586	\$ 703,200	Various	5.588	9.007	0	All	Through 12/31/2022 ²	Yes	2
48 Projects			677	\$ 30,458,315		22.9	11.2	1.0				

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

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

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

² Awards under the Vehicle Buy Back program were approved between July 1, 2022 and December 31, 2022.

ATTACHMENT 2

Funding Facts and Figures

7/1/22 through 2/2/23

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

Figure 1. Status of FYE 2023 funding

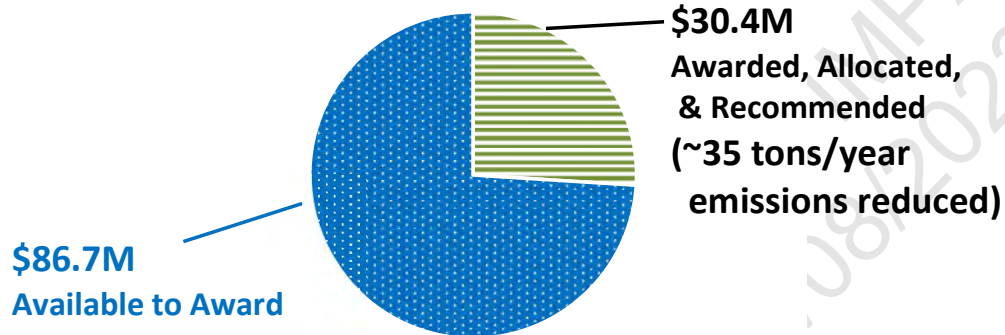


Figure 2. Funding Awarded by County in FYE 2023

includes funds allocated, awarded, & recommended for award

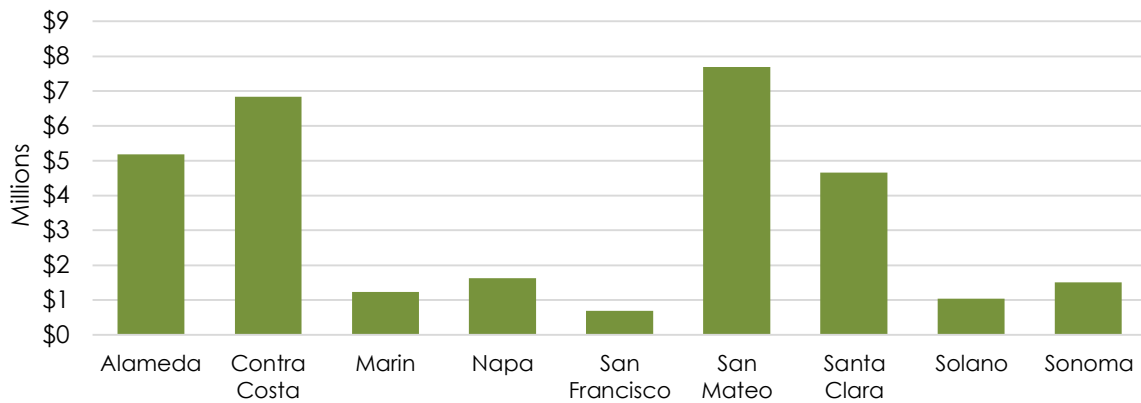
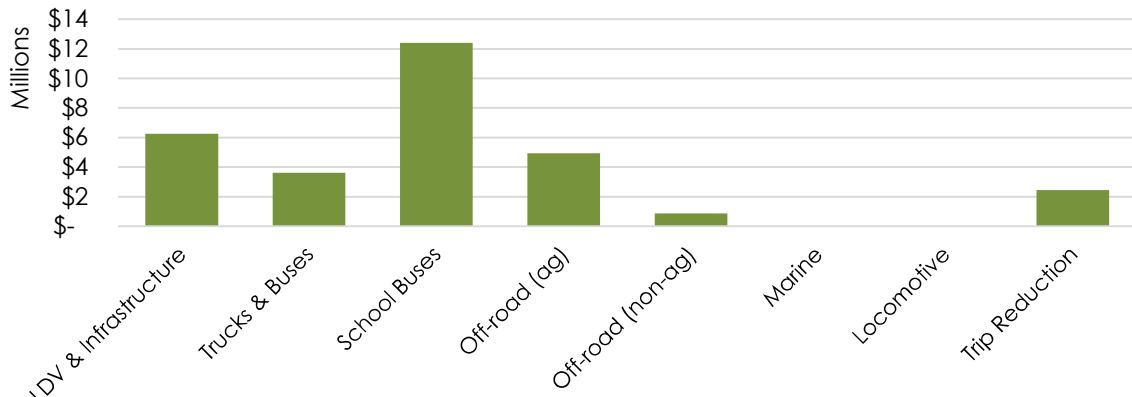


Figure 3. Funding Awarded by Project Category in FYE 2023

includes funds allocated, awarded, & recommended for award



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Myrna Melgar and Members
of the Mobile Source and Climate Impacts Committee

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Allocation of Transportation Fund for Clean Air Fiscal Year Ending 2024 Funding

RECOMMENDED ACTION

Recommend to the Board of Directors:

1. Approve the proposed allocation of the estimated new Transportation Fund for Clean Air, or TFCA, monies to the programs and projects listed in Table 1; and
2. Authorize the proposed cost-effectiveness limits for the Air District-sponsored programs and projects listed in Table 2.

BACKGROUND

The approximately six million on-road motor vehicles, including cars, trucks, and buses, in the Bay Area account for more than 40% of the criteria air pollutants and about 36% of greenhouse gases (GHG) emissions in the region.^{1,2} Together, these constitute the most significant single source of air pollution in the Bay Area that contributes to unhealthy levels of ozone (summertime "smog") and particulate matter. For this reason, emissions reductions from the on-road transportation sector are essential to attaining state and federal ambient air quality standards and meeting the region's GHG reduction commitments.

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on motor vehicles registered in the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within its jurisdiction. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242. Each year, the Air District's Board of Directors (Board) allocates funding and adopts cost-effectiveness criteria that govern expenditure of the TFCA and maximize emissions reductions and public health benefits.

The authorizing legislation allows public agencies to be awarded funds for all project categories while non-public agencies including private businesses, non-profits, and residents are only eligible for vehicle-based projects (e.g., replacement of buses and trucks). Up to sixty percent of TFCA funds may be awarded by the Air District to eligible projects and programs that are implemented directly by the Air District (e.g., Spare the Air) and for distribution to other

awardees through the TFCA Regional Fund. The remaining forty percent of TFCA funds are passed through to the County Program Manager Fund based on each county’s proportionate share of vehicle registration fees paid and is awarded by the nine designated agencies within the Air District’s jurisdiction.

This report discusses the proposed allocation of the sixty-percent portion of new TFCA monies that will accrue in FYE 2024 and the proposed updates to the cost-effectiveness limits for Air District-sponsored TFCA-funded programs and projects.

¹ BAAQMD, [Bay Area Emissions Inventory Summary Report: Criteria Air Pollutants Base Year 2011](#), May 2014.

² BAAQMD, [Bay Area Emissions Inventory Summary Report: Greenhouse Gases Base Year 2011](#), January 2015.

DISCUSSION

In developing this recommendation, staff considered input received from stakeholders along with factors such as regulatory requirements scheduled to be phased-in in the near-term for truck and bus fleets, cost-effectiveness of clean air vehicle projects, current demand for funding for certain project categories, and residual impacts to previously funded projects from the shelter-in-place orders issued in 2020. Staff assessed eligible incentive program options to identify the most effective strategies at reducing air pollution from on-road motor vehicles and help achieve air quality and GHG reduction goals outlined in the Air District’s 2017 Clean Air Plan.

Staff estimates that approximately \$14.44 million in new monies will accrue and be available through the sixty-percent portion of the TFCA in FYE 2024, with approximately \$12.74 million available for distribution to eligible programs and projects and \$1.70 million available for administrative and audit expenses. Staff is recommending that the \$12.74 million in new monies be allocated to the program categories shown below in Table 1.

Table 1 - Proposed Programs and TFCA Funding Allocation for FYE 2024 (in Millions)

Program Categories	Estimated New TFCA Monies	Estimated Carryover	Estimated Total Funds Available in FYE 2024**
Clean Air Vehicles	5.10	13.00	18.10
Trip Reduction	3.00	0.00	3.00
Other Air District Sponsored Programs	4.64	3.00	7.64
Total Funding Available for Projects and Programs:	12.74	16.00	28.74
Admin & Audit*	1.70	0.00	1.70
Total Funding	14.44	16.00	30.44

* HSC Section 44233 authorized up to 6.25% of projected revenues can be used for administrative costs.

**In the event a program category is undersubscribed, the Executive Officer/APCO may reallocate up to 20% of each program category’s allocation to other categories based on demand, cost-effectiveness, and technology availability.

The estimate for new revenue is shown in the column labeled "Estimated New TFCA Monies" is based on the amount of DMV revenue received in 2022. The next column shows the approximately \$16 million in carryover funds that are estimated to be available to augment the new monies. Carryover funds include unobligated TFCA funds from prior years as well as projects recently completed under budget or canceled.

The following narrative provides additional information on the proposed programs and projects listed in Table 1.

Clean Air Vehicles

Accelerating the adoption of zero-emission vehicles is a key strategy in reducing on-road motor vehicle emissions, improving air quality, protecting the climate, and reducing reliance on fossil fuels. Electrification of all sectors of transportation, including light-duty passenger cars and heavy-duty trucks and buses, is essential in helping the region achieve local, state, and federal criteria pollutants and GHG emissions reduction targets.

The TFCA-funded incentive programs work to complement other Air District efforts to increase adoption of zero-emission vehicles and equipment that include outreach activities and forums that promote new technologies, share best practices, and encourage local agencies to adopt supporting policies and local ordinances. Air District's efforts, in combination with other initiatives, have contributed to the Bay Area's high adoption rate of light-duty Electric Vehicles (EV)s and deployment of zero-emission medium- and heavy-duty trucks and buses in the region.

TFCA funds for clean air vehicle projects may be awarded to both public and non-public entities. For FYE 2024, staff is recommending TFCA funds be allocated to support the following project categories to accelerate the region's transition to zero-emission vehicles.

- **EV Charging Stations:** To support adoption of passenger EVs by helping to expand access to public EV charging by prioritizing installation of EV charging stations in multi-family dwellings and impacted communities.
- **Zero-emissions Light-Duty Fleets:** To accelerate the adoption of light-duty zero-emission vehicles, and the installation of supporting refueling infrastructure by prioritizing high mileage public and private fleets and the installation of stations that provide publicly available charging.
- **Zero-emission Medium- and Heavy- Duty Vehicles and Infrastructure:** To accelerate the adoption of zero-emission trucks and buses for private and public fleets, including school districts, and the installation of supporting refueling infrastructure.
- ***Clean Cars for All:*** To augment funding from other sources to provide incentives to qualifying low-income residents to purchase new and used light-duty EVs or to transition to clean mobility options. CCFA has historically been funded through the state's California Climate Investments (CCI) initiative, Volkswagen Mitigation settlement fund, and TFCA.

Trip Reduction

Reducing single-occupancy motor vehicle trips through active transportation such as biking and walking is another strategy in reducing mobile source emissions. The authorizing legislation requires that sponsors of trip reduction projects be public agencies.

For FYE 2024, staff is recommending TFCA funds be allocated to support the following trip reduction project categories:

- **Bicycle Facilities:** To support the installation of new bikeways and secure bicycle parking to encourage and enable increased use of active modes of transportation such as walking, biking, and mode shift away from the use of motor vehicles for short first- and last- mile connections to mass transit.
- **Infrastructure Improvements:** To expand access and use of alternative transportation modes via design and construction of physical improvements of infrastructure such as ferry or bus terminals.

Other Air District-Sponsored Programs:

Staff is also recommending that FYE 2024 TFCA funds be used to reduce motor vehicle trips and increase the adoption of clean air vehicles via Air District-sponsored programs.

- ***Spare the Air:*** To provide funding to support this public outreach program for the summer ozone season to conduct advertising, media, and educational activities aimed at reducing vehicle miles traveled and emissions by behavior modification.
- ***Commuter Benefits Program:*** To support the Air District's conducting compliance assistance and outreach to companies and government agencies, including education, outreach, monitoring, and tracking of Bay Area employers subject to the legislative requirements.
- ***Enhanced Mobile Source Inspections:*** To support the enhanced inspection patrols for reporting smoking vehicles and enforcement of the state's drayage truck regulation and related truck/mobile source regulations conducted at and adjacent to the Port of Oakland.
- ***Vehicle Buy Back:*** To support administrative and marketing efforts undertaken by the Air District's contractors to implement this voluntary early retirement program and to pay for incentives paid to program participants that are not covered by other state funds. This funding augments approximately \$7 million annually in funding from the Carl Moyer and Mobile Source Incentive Fund programs, which provide the majority of funding that is used for payment to program participants.

TFCA Cost-Effectiveness

The TFCA authorizing legislation requires the Air District to adopt cost-effectiveness criteria to maximize emissions reductions and public health benefits. Cost-effectiveness (C/E) is one of the key criteria used to evaluate and select projects to be funded by TFCA.³ In addition to reducing pollutants, TFCA-funded projects provide other co-benefits, such as conserving energy and reducing GHG emissions; reducing traffic congestion, and improving physical fitness and public safety by facilitating active modes of transportation such as walking and biking.

Due to their overlapping target audience and shared goals, staff will be evaluating the emissions reduction benefits from all Air District sponsored outreach and education programs collectively under the Spare the Air umbrella, including the Commuter Benefits. Staff proposes increasing the C/E limit for Clean Cars for All to match updates to the Carl Moyer Memorial Air Quality Standards Attainment Program which recently increased the C/E for zero-emission on-road vehicles to \$522,000. Staff recommends maintaining the same maximum C/E limit as the prior year for all other programs. The proposed cost-effectiveness limits and Project Operational Period (POP) for each of the Air District-sponsored programs is shown in Table 2:

Table 2 – Proposed Cost-Effectiveness and POP for Air District-Sponsored Programs

Program Categories	Max. C/E	POP
	(per ton of emissions reduced)	(in Years)
Spare the Air & Commuter Benefits	\$500,000	1
Enhanced Mobile Source Inspections	\$500,000	1
Clean Cars for All	\$522,000	3
Vehicle Buy Back*	\$500,000	3

*Projects that are entirely funded by TFCA would not exceed the \$500,000 C/E limit. The majority of projects are funded through state funds and for those, emission reductions would be entirely credited to the Carl Moyer Program.

Administration

As each program category is opened, applications for TFCA funding are either accepted on a first come first served basis (.e., Clean Cars for All & most other Clean Air Vehicle programs) and others are accepted through a competitive solicitation (EV charging stations). Each application is reviewed and evaluated for eligibility under the governing policies established annually by the Board. On April 6, 2022, the Board authorized the Air Pollution Control Office (APCO)/Executive Officer to approve projects with awards up to \$500,000. TFCA projects with grant award amounts over \$500,000 are brought to the Committee for consideration on at least a quarterly basis.

³ C/E is calculated by dividing TFCA funds awarded by the sum of surplus emissions reduced of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted particulate matter (PM10) over a project's operational period.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes “pass-through” funds to grantees on a reimbursement basis. Administrative costs for the TFCA Regional Fund program are provided by the funding source.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Minda Berbeco and Ken Mak
Reviewed by: Karen Schkolnick

ATTACHMENTS:

1. Transportation Fund for Clean Air Allocation Fiscal Year Ending 2024 Presentation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Myrna Melgar and Members
of the Mobile Source and Climate Impacts Committee

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Report on Transportation Fund for Clean Air Projects Expenditures and Effectiveness
for Fiscal Year Ending 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions. Since 1992, the Air District has allocated these funds to its Transportation Fund for Clean Air (TFCA) Program to fund eligible projects and programs. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Sixty percent of TFCA funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air and Commuter Benefits Program) and through a grant program known as the Regional Fund. The remaining 40% of TFCA funds are forwarded to a designated agency (“County Program Manager”) within each Bay Area county to be distributed via the County Program Manager Fund.

HSC Section 44241 requires that the Board hold a public hearing each year to review the Air District’s expenditure of TFCA funds to determine their effectiveness in improving air quality. Additionally, County Program Managers are required to hold a public hearing each year to review their expenditure of TFCA funds.

DISCUSSION

The Fiscal Year Ending (FYE) 2022 Report on Expenditures and Effectiveness of Transportation Fund for Clean Air Regional Fund Projects and Air District-Sponsored Programs, found in Attachment 1, evaluated 27 TFCA Regional Fund projects and four Air District-sponsored programs that were completed prior to June 30, 2022. The following are key findings of the FYE 2022 report:

- TFCA funds were allocated to eligible projects and programs, consistent with the legislation that authorizes the TFCA program.
- The TFCA expenditures for projects and programs totaled \$12.98 million, which includes \$10.37 million in Regional Fund projects, \$1.68 million in Air District-sponsored programs, and \$0.93 million in administrative and indirect costs.
- 17% of TFCA Regional Fund expenditures went to projects in communities identified as cumulative impact areas by the Air District's Community Air Risk Evaluation (CARE) Program.
- During their operational period, the projects and programs reduced criteria pollutant emissions by an estimated 65.12 tons, including 19.18 tons of reactive organic gases (ROG), 16.71 tons of nitrogen oxides (NOx), and 29.24 tons of particulate matter (PM10) – and reduced emissions of carbon dioxide (CO2) by over 39,000 tons.

A discussion of the expenditures, emission reductions, and cost-effectiveness of these TFCA Regional Fund projects and Air District-sponsored programs will be presented at the Committee meeting.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The Air District distributes TFCA monies as “pass-through” funds to public and nonpublic entities. Administrative costs for project staff are provided by the Air District's TFCA funding.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Hannah Cha
Reviewed by: Minda Berbeco and Linda Hui

ATTACHMENTS:

1. TFCA Report on Expenditures and Effectiveness FYE 2022
2. FYE 2022 TFCA Cost-Effectiveness Presentation

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

FISCAL YEAR ENDING (FYE) 2022
REPORT ON EXPENDITURES AND EFFECTIVENESS OF
TRANSPORTATION FUND FOR CLEAN AIR (TFCA)
REGIONAL FUND PROJECTS AND AIR DISTRICT-SPONSORED PROGRAMS



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SUITE 600, SAN FRANCISCO, CA 94105
WWW.BAAQMD.GOV

MARCH 2023

This page intentionally left blank.

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

CONTENTS

The Bay Area Air Quality Management District	5
Background	5
The Transportation Fund for Clean Air	5
FYE 2022 Summary	6
Expenditures	7
Effectiveness	7
APPENDIX A: TFCA Regional Fund Projects and Air District-Sponsored Programs	13

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

This page intentionally left blank.

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

The California State Legislature created the Bay Area Air Quality Management District (Air District) in 1955 as the first regional air pollution control agency in the country, recognizing that air pollution transcends political boundaries. The San Francisco Bay Area forms a regional air basin, sharing common geographical features and weather patterns, and therefore similar air pollution burdens, which cannot be addressed by counties acting on their own.

The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties.

BACKGROUND

On-road motor vehicles, including cars, trucks, and buses, constitute the most significant source of air pollution in the San Francisco Bay Area. Vehicle emissions contribute to unhealthy levels of ozone (summertime "smog"), particulate matter, and greenhouse gases. Because of this, emission reductions from the on-road transportation sector are essential to helping the region attain State and Federal ambient air quality standards and meet greenhouse gas reduction commitments.

To protect public health, the California State Legislature enacted the California Clean Air Act in 1988. As part of the requirements, the Air District prepared and adopted the *2017 Clean Air Plan*, which includes transportation control measures, defined as any strategy "to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for reducing motor vehicle emissions," and mobile source measures, which encourage the introduction of newer, cleaner motor vehicle technologies and the retirement of older, more polluting vehicles.

THE TRANSPORTATION FUND FOR CLEAN AIR

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the San Francisco Bay Area to fund projects that reduce on-road motor vehicle emissions. The Air District has allocated these funds to its Transportation Fund for Clean Air (TFCA) to fund eligible projects. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Sixty percent of TFCA funds are awarded by the Air District's Board of Directors (Board) to eligible projects and programs implemented directly by the Air District (e.g., Commuter Benefits, Vehicle Buy-Back, and Spare the Air) and through a grant program known as the Regional Fund. The remaining forty percent of TFCA funds are pass-through funds to a designated agency within each Bay Area county to be distributed via the County Program Manager Fund. Each year, the Board adopts cost-effectiveness and other criteria for the evaluation and ranking of project applications for the TFCA Program.

In addition to reducing air pollution, including toxic diesel particulate matter, TFCA-funded projects have other benefits including the following:

- Conserving energy and helping to reduce emissions of carbon dioxide (CO₂);
- Reducing traffic congestion;

- Improving quality of life for residents and commuters by expanding access to services that provide first- and last-mile connections to rail, ferry, and mass transit; and
- Improving physical fitness and public safety by facilitating active modes of transportation such as walking and biking.

State legislation restricts TFCA funding to the following 11 categories of projects:

1. Implementation of ridesharing programs
2. Clean fuel school and transit bus purchases or leases
3. Last-mile commuter connection to rail/ferry stations and airports
4. Arterial traffic management
5. Rail-bus integration and regional transit information systems
6. Demonstration of congestion pricing of highways, bridges, and public transit
7. Low-emission vehicle projects
8. A smoking-vehicle program
9. A vehicle buy-back scrappage program
10. Bicycle facility improvement projects
11. Physical improvements that support “smart growth” projects

California HSC Section 44241.5 requires the Board to hold a public hearing annually to review the expenditure of revenues received by the Air District pursuant to Section 44241 to determine their effectiveness in improving air quality. This report serves this purpose.

FYE 2022 SUMMARY

This report summarizes the *expenditures* and *effectiveness* of the 27 Regional Fund projects and 4 Air District-sponsored programs that were completed¹ as of the end of fiscal year ending (FYE) 2022 – which was June 30, 2022 – and that were not included in previous reports. **Appendix A** lists each of the Regional Fund projects and Air District-sponsored programs that were summarized as part of this report.

¹ For the purpose of this report, staff considers a project to be “completed” when the Air District accepts and approves the project sponsor’s final invoice, which documents the project sponsor’s expenditure of all eligible project funds and the completion of transportation services or all initial project milestones (e.g., having procured, installed and/or placed all project-related vehicles, equipment, and infrastructure into service). Projects that involve the procurement of equipment/vehicles and construction of infrastructure typically also require continued operation of the funded equipment, vehicles, or infrastructure. These projects may continue to operate for several years after the final invoice is accepted and approved – until the operational and usage requirements are met.

Key Highlights of the Projects and Programs Included in this Report

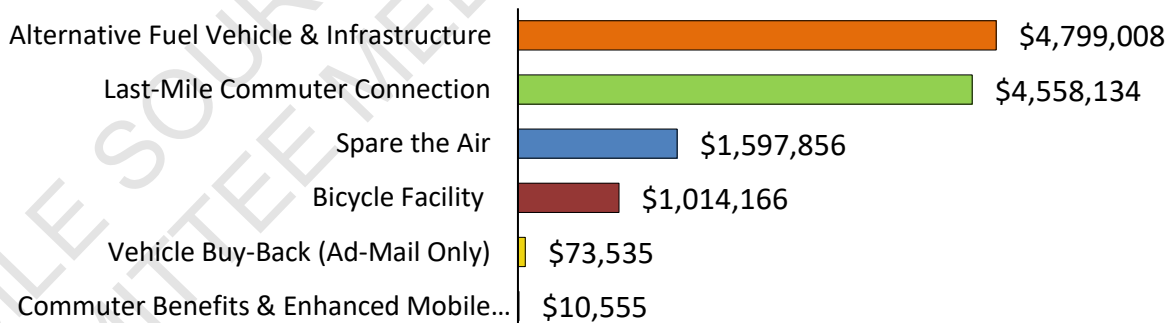
- TFCA funds were allocated to eligible projects and programs, consistent with the legislation that authorizes the TFCA program.
- The TFCA expenditures for projects and programs totaled \$12.98 million. These expenditures include \$10.37 million in Regional Fund projects, \$1.68 million in Air District-sponsored programs, and \$0.93 million in administrative and indirect costs.
- 17% of TFCA Regional Fund expenditures went to projects in communities identified as *cumulative impact areas* by the Air District’s Community Air Risk Evaluation (CARE) Program.
- During their operational periods, the projects and programs reduced criteria pollutant emissions by an estimated 65.12 tons, including 19.18 tons of reactive organic gases (ROG), 16.71 tons of nitrogen oxides (NO_x), and 29.24 tons of particulate matter (PM₁₀) – and reduced emissions of carbon dioxide (CO₂), by over 39,000 tons.
- These projects and programs achieved a combined weighted average cost-effectiveness of \$164,817 per ton of criteria pollutant emissions reduced.

EXPENDITURES

The expenditure of these projects and programs totals approximately \$12.98 million. This total includes \$1.68 million for the programs administered directly by the Air District, \$10.37 million in Regional Fund grants to other organizations, and \$0.93 million in administrative and audit costs associated with the oversight of the TFCA program in FYE 2022.

A summary of the expenditures for these TFCA Regional Fund projects and Air District-sponsored programs is shown in **Figure 1**.

Figure 1. Summary of FYE 2022 Expenditures



EFFECTIVENESS

The cost-effectiveness of a project or program is calculated by dividing the amount of TFCA funds assigned to the project (awarded or expended) by the sum of criteria pollutant emissions (ROG, NO_x, and weighted PM₁₀) reduced by the project during its operational period. Therefore, projects with a lower value in cost-effectiveness require fewer TFCA funds to reduce one ton of criteria emissions. In other words, a lower numeric value means that the project is more cost-effective. Typically, cost-effective projects are highly utilized, involve the operation of zero-emission vehicles, are located in densely-populated areas or near activity centers or mass transit hubs, and/or are supported with high percentages of matching funds.

Projects and programs included in this report will reduce criteria pollutant emissions over their operational periods by an estimated total of 65.12 tons. This total is the sum of ozone precursors (19.18 tons of ROG and 16.71 tons of NO_x) and particulate matter (29.24 tons of PM₁₀). These projects and programs will also reduce CO₂ emissions over their operational periods by an estimated 39,000 tons.²

The combined weighted-average cost-effectiveness of the projects and programs reported for FYE 2022 is \$164,817 per ton of criteria pollutant emissions reduced. The Board-adopted cost-effectiveness limits for these projects and programs ranged from \$90,000 per ton of criteria pollutant emissions reduced to \$500,000 depending on the project category and the year it was funded. Thus, the resulting combined weighted-average cost effectiveness indicates that these projects and programs are more cost-effective than the average approved limit. These estimated emissions reductions are also conservative in that many projects continue to operate and reduce emissions even after their operational periods ended; these projects have the potential to be more cost-effective (i.e. lower cost per ton of emissions reduced) in reducing emissions than what is presented in this report.

A summary of expenditures, emission reductions, and cost-effectiveness values by program category is provided in **Table 1**.

Table 1: Emission Reductions and Cost-Effectiveness by Program Category for Projects and Programs Completed by the End of FYE 2022

Category	# of Projects	TFCA \$ Expended	% of TFCA \$ Expended	Emissions Reduced (tons) ^a	% of Emissions Reduced	Weighted Cost-Effectiveness (\$/ton) ^b
Bicycle Facility	9	\$1,014,166	8.41%	12.00	18.43%	\$121,151
Alternative Fuel Vehicle & Infrastructure	11	\$4,799,008	39.82%	5.94	9.13%	\$281,022
Commuter Benefits & Enhanced Mobile Source Inspections	2	\$10,555	0.09%	0.76	1.17%	\$12,764
Spare the Air ^d	8	\$6,155,990	51.07%	46.41	71.27%	\$132,644
Vehicle Buy-Back (Ad-Mail Only)	1	\$73,535	0.61%	-	-	-
Total for Projects and Programs^c	31	\$12,053,253	100%	65.12	100%	\$164,817
Administration		\$925,539				

(a) Combined emission reductions of ROG, NO_x, and PM₁₀ over project operational period.

(b) Consistent with the current California Air Resources Board methodology to calculate cost-effectiveness for the Carl Moyer Program (CMP), PM emissions were weighted by a factor of 20 to account for their harmful impacts on human health.

(c) Totals may vary due to rounding.

(d) Spare the Air emission reduction includes last-mile commuter connections.

² Emission reductions reported for criteria pollutants and CO₂ do not include emissions from the Vehicle Buy-Back and Enhanced Mobile Source Inspection.

The combined weighted-average cost-effectiveness of the projects and programs reported in FYE 2022 is an 146% decline from FYE 2021, meaning that the projects closed out in FYE 2022 were not as cost-effective as in the previous year. This decline is primarily because of the continued phasing-in of regulations that result in the region’s existing fleet getting cleaner. The variation of combined weighted-average cost-effectiveness from year to year is also due to that fact that different types of projects that have different cost-effectiveness limits were completed and included in the cost-effectiveness evaluation each year. Lastly, TFCA projects in this report have also been impacted by COVID-19. Given the prolonged impacts from the pandemic, many TFCA-funded projects experienced lower usage than originally projected. As a result of these three factors, the weighted-average cost-effectiveness of the projects and programs in FYE 2022 have a higher cost-effectiveness values than in FYE 2021.

One of the Regional Fund projects listed in Appendix A did not meet the cost-effectiveness threshold of its respective program at the conclusion of its operational period. Below is a discussion on the performance of this project, which resulted in a higher-than-expected cost-effectiveness value.

Project Sponsor: Santa Clara Valley Transportation Authority		Project #: 20R25
Project Description: ACE Shuttle Program	Final Weighted Cost-Effectiveness: \$683,624	
<p>Discussion: The project was evaluated in 2019 and estimated to have a weighted cost-effectiveness of \$140,726 that was well below the limit of \$250,000. The project operational period was for calendar year 2020, transit ridership dropped significantly in mid-March, with several routes severely impacted due to the pandemic. The service continued to operate through the end of the year and due to sustained low participation rate the resulting emissions reductions were significantly lower than what was originally estimated.</p>		

MOBILE SOURCE AND CLIMATE IMPACTS
COMMITTEE MEETING OF 03/08/2023

This page intentionally left blank

APPENDIX A: TFCA REGIONAL FUND PROJECTS AND AIR DISTRICT-SPONSORED PROGRAMS

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
16EV039	City of Lafayette	Install and operate 2 single-port & 1 dual-port level 2 charging stations at 3 destination facilities in Lafayette	\$250,000	\$12,000
16EV003	Powertree Services Inc.	Install 39 single-port level 2 charging stations (with solar) in San Francisco	\$499,736	\$234,000
16HDG001	Goodwill Industries of San Francisco, San Mateo, and Marin Counties and BYD Motors Inc.	Demonstrate 10 T7 and one T9 electric trucks, scrap one model year 2004 truck, and install 11 charging stations	\$250,000	\$2,583,006
16HDZ002	Solano County Transit	Scrap 1 Model Year (MY) 2001 bus, purchase two 40' electric BYD buses	\$67,903	\$88,728
16HDZ007	Marin County Transit District	Purchase and operate two new MY 2016 or newer, zero-emissions battery electric buses with GVWR equal to or greater than 14,001 lbs.	\$249,999	\$135,022
17EV018	Los Altos School District	Install and operate 182 single port level 2 (high) and 8 DC Fast charging stations with solar at 9 workplace facilities in Los Altos, Mountain View, and Los Altos Hills	\$413,726	\$1,380,000
17R20	City of Santa Rosa	Construct 1.87 miles of Class II bikeways in Santa Rosa	\$226,059	\$180,995
17R22	City of Redwood City	Install 3.05 miles of Class III bikeways in Redwood City	\$250,000	\$29,206
17R23	East Bay Regional Park District	Construct 0.8 miles of Class I bikeways in Albany	\$250,000	\$246,552
18EV014	The Harker School	Install and operate 32 single-port level 2 (high) charging stations at 3 workplace facilities in San Jose	\$229,307	\$96,000

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
18R07	Santa Clara Valley Transportation Authority	Operate 8 shuttle routes between Great America Altamont Commuter Express station and employment sites in Santa Clara County	N/A*	\$743,741
18R10	Peninsula Corridor Joint Powers Board	Operate 11 shuttle routes connecting Caltrain stations and various employment sites in San Mateo, Santa Clara, and SF counties	N/A*	\$612,100
18R11	Metropolitan Transportation Commission	Provide vanpool cost offset and carpool trip incentive to reduce single-occupancy-vehicle (SOV) trips in the Bay Area	N/A*	\$584,662
18R13	City of Alameda	Install 0.8 miles of Class I and 0.1 miles of Class IV bikeways in Alameda	\$242,239	\$137,981
18R16	City of South San Francisco	Install 0.78 miles of Class II and 0.72 miles of Class III bikeways in South San Francisco	\$145,066	\$119,432
18R22	San Francisco Community College District	Install 16 electronic bicycle lockers in San Francisco	\$242,901	\$32,000
19R15	Peninsula Corridor Joint Powers Board	Operate 12 shuttle routes connecting Caltrain stations and various employment sites in San Francisco, San Mateo, and Santa Clara counties	N/A*	\$652,600
19R16	Santa Clara Valley Transportation Authority	Operate 8 shuttle routes between Great America Altamont Commuter Express station and employment sites in Santa Clara County	N/A*	\$916,201
19R18	Associated Students, San Jose State University	SJSU Ridesharing & Trip Reduction	N/A*	\$139,500
19RFG04	Wyse Logistics	Purchase 3 electric forklifts and 1 electric terminal tractor in Oakland	\$137,433	\$80,000
19RFG24	Alameda County	Purchase 4 new light-duty electric vehicles	\$496,893	\$9,200

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
20R22	City of Berkeley	Install 20 new electronic bicycle lockers at the Berkeley Marina.	\$201,088	\$50,000
20R25	Santa Clara Valley Transportation Authority	Altamont Corridor Express (ACE) Shuttle Bus Program provides last mile connections between the ACE train service and major employment sites in Santa Clara County	N/A*	\$909,330
20R26	California State University, Maritime Academy	Purchase and operate one battery electric shuttle bus at the Cal Maritime Academy Vallejo, CA campus	\$498,290	\$13,500
20R27	City of Alameda	Install and maintain 36 electronic bicycle lockers/racks in Alameda	\$160,341	\$88,000
20R30	City of Fremont	Upgrade 12.60 miles of Class II bikeway to Class IV in Fremont	\$31,361	\$130,000
21SBP114	Santa Clara Unified School District	Replace 4 diesel school buses with electric school buses and install charging infrastructure	n/a	\$167,552
27 Regional Fund Projects			Subtotal of Regional Fund Projects:	\$10,371,308

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
22R01a	BAAQMD	FYE 2022 Commuter Benefits	\$2,072	\$1,714
22R01b	BAAQMD	FYE 2022 Enhanced Mobile Source Inspection	not determined ^b	\$8,841
22R02	BAAQMD	FYE 2022 Admail for Vehicle Buy-Back (TFCA portion)	N/A	\$73,535 ^c
22R03	BAAQMD	FYE 2022 Spare the Air	\$132,644 ^d	\$1,597,856
4 Air District-Sponsored Programs			Subtotal of Air District-Sponsored Programs:	\$1,681,945
22R00	BAAQMD	FYE 2022 Administration ^e	N/A	\$925,539
Subtotal of Administration Expenditures for Regional Fund Projects and Air District-Sponsored Programs:				\$925,539
Grant Total:				\$12,978,792

* Last-mile Commuter Connections were evaluated as part of Spare the Air.

(a) Project or program did not meet the cost-effectiveness limit that was adopted by the Board for the year that the project was approved.

(b) Cost-effectiveness cannot be determined due to no survey responses during the pandemic.

(c) Total FYE 2022 program cost (which includes funds from CMP, MSIF, and TFCA) is \$2,013,802.33.

(d) Spare the Air emission reduction includes last-mile commuter connections.

(e) Sixty percent of the total administrative and audit costs expended in FYE 2022.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Myrna Melgar and Members
of the Mobile Source and Climate Impacts Committee

From: Philip M. Fine
Executive Officer/APCO

Date: March 8, 2023

Re: Proposed 2023 Mobile Source and Climate Impacts Committee Meeting Work Plan

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

The Mobile Source and Climate Impacts Committee (Committee) considers and recommends policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, and mobile source fuels. The Committee keeps itself informed on actions or proposed actions by local, regional, state and federal agencies affecting air pollutant emissions from mobile sources.

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

DISCUSSION

In order to facilitate the operations of the Committee, staff will share a proposed work plan for the meetings of the Committee in 2023. During the year, as projects shift, and to create greater efficiency for staff and the Board, staff may seek guidance from the Chair to cancel meetings of the Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Sonam Shah-Paul
Reviewed by: Greg Nudd

ATTACHMENTS:

1. 2023 Proposed Mobile Source and Climate Impacts Committee Workplan
2. 2023 Proposed Mobile Source and Climate Impacts Committee Workplan Presentation

Proposed 2023 Mobile Source and Climate Impacts Committee Workplan

Meeting Schedule	Topics
<p style="text-align: center;">April – May</p>	<ul style="list-style-type: none"> • Projects and Contracts with Proposed Grant Awards Over \$500,000 • 2022 Annual Report and Grants Program Overview • FYE 2024 TFCA County Program Manager Expenditure Plans • Audit Report (Regional Fund and County Program Manager) • Updates to the TFCA Regional Fund Policies and Evaluation Criteria for FYE 2024
<p style="text-align: center;">June – July</p>	<ul style="list-style-type: none"> • Projects and Contracts with Proposed Grant Awards Over \$500,000 (tentative) • Consideration of FYE 2023 Charge! Projects and EV Charging Update
<p><i>August – No Meeting</i></p>	
<p style="text-align: center;">September – October</p>	<ul style="list-style-type: none"> • Projects and Contracts with Proposed Grant Awards Over \$500,000 • Proposed Updates to the TFCA County Program Manager Fund Policies for FYE 2025 • Accept state funds for FYE 2025 Incentive Programs • Update on I-580 Truck Access Health and Equity Study
<p style="text-align: center;">November – December</p>	<ul style="list-style-type: none"> • Projects and Contracts with Proposed Grant Awards Over \$500,000 • Report on Transportation Fund for Clean Air Projects Expenditures and Effectiveness for FYE 2023 • Transportation Fund for Clean Air Program Regional Fund Projects - Audit #23 Results • Clean Cars for All Program (CCFA) update

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: April 5, 2023

Re: Report of the Community Advisory Council meeting of March 16, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Air District's Community Advisory Council met on March 16, 2023 and approved the Minutes of January 19, 2023. This meeting was conducted under procedures authorized by Assembly Bill 2449 (Rubio 2022). Members of the Council participated in person; one member had "just cause" to participate remotely under Section 54953(e)(2)(A)(1) of the Brown Act, and participated remotely by Zoom in accordance with that provision.

The Council then received the presentation *Vote on the Community Advisory Council Charter*, given by Councilmember, William Goodwin. Various amendments were made to the proposed charter language. The Council voted to recommend that the Community Equity, Health and Justice Committee recommend (on April 19, 2023) the proposed and amended Community Advisory Council Charter to the Board of Directors.

The Council then received the presentation *Discuss Community Advisory Council 2023-2024 Work Plan*, given by Councilmember, Ken Szutu. Developed by the Council's Work Plan Ad Hoc Committee, the proposed 2023-2024 Work Plan includes a priority rating matrix of agenda items for the Council to discuss until June 2024. The Councilmembers expressed the desire to know about the environmental justice initiatives and activities in each other's communities and discussed ways to learn about them.

Finally, the Council received an update from its Environmental Justice Policy Ad Hoc Committee.

The next meeting of the Community Advisory Council will be held on Thursday, May 18, 2023, at 6:00 p.m., at a location to be determined. This meeting will also be webcast for members of the public. This concludes the Summary Report of the Community Advisory Council.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Advisory Council March 16, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairpersons Margaret Gordon, John Kevin Jefferson, and Latasha Washington and Members of the Community Advisory Council

From: Philip M. Fine
Executive Officer/APCO

Date: March 16, 2023

Re: Vote on the Community Advisory Council (CAC) Charter

RECOMMENDED ACTION

The Council will vote to recommend the Community Advisory Council (CAC) Charter to the Community, Equity, Health, and Justice (CEHJ) Committee and to the Board of Directors for approval.

BACKGROUND

This is an action item for the Council to vote to recommend the CAC Charter to the CEHJ Committee and the Board for approval. The Governance Ad Hoc Committee of the CAC worked over the course of six months to develop the CAC Charter.

DISCUSSION

The Draft Charter was presented to the CAC during the January 19, 2023, CAC Meeting and CAC members had the opportunity to submit edits to the Draft Charter by February 10, 2023. The Governance Committee updated the Charter with additions provided by CAC members before the deadline.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Veronica Eady

ATTACHMENTS:

1. Proposed Draft CAC Charter
2. Vote on the CAC Charter Presentation

COMMUNITY ADVISORY COUNCIL
MEETING OF 03/16/2023

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*.
[https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021-](https://www.baaqmd.gov/~/media/dotgov/files/rules/reg-2-permits/2021-)

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC's commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

1.3.2 Leadership (Co-Chairs) Terms of Office

Leadership shall hold office for two (2) years. When more than two (2) Co-Chairs are selected, the terms of office shall be staggered as set forth below.

1.3.3 Terms of Leadership

In the event that the CAC selects three (3) Co-Chairs, two (2) Co-Chairs shall be appointed for two (2) years, and one (1) Co-Chair shall be appointed for one year. The names will be randomly chosen by Air District Staff to determine which position shall be in the term of two (2) years and which position is appointed for one (1) year.

Leadership is appointed for a two (2) year or one (1) year term and no member may serve for more than two, 2-year terms consecutively.

1.3.4 Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members from overburdened communities, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall perform all other duties as prescribed by this Charter.

All Members, except CAC leadership, are expected to join at least one ad hoc committee every year to ensure a balance of work for what the CAC has to accomplish, if their schedule allows. Council Members will vote during the first meeting on a time

and day for a meeting that works best for the majority. Staff will provide an orientation of the expectations related to the CAC membership requirements.

1.4.2.1 Mandatory Annual Trainings

CAC members and leadership shall attend and participate in four (4) mandatory annual trainings as follows:

- Brown Act Training: The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- Robert's Rules of Order Training: Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- Civility Training: Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- Team building and conflict resolution training.

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training biannually.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or

institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CAC shall create a CAC Selection Ad Hoc Committee to recommend a candidate or slate of candidates to the Community Equity, Health and Justice Committee (CEHJ). The CEHJ shall appoint a liaison to provide Board recommendations on selection criteria and on prospective CAC members. The candidates approved by the CEHJ Committee will be routed to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committee and Ad Hoc Committee

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committee

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered “standing,” irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committee

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.
2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (i.e., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersedes the limitations and commitments outlined above. The emergency Ad Hoc Committee will remain active until the mission or task is accomplished.

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC's work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC Members, Community Members, Air District Staff, and the Air District Board will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC's governance agreement. The CAC hereby presents the CAC's Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the

existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- *The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.*
- *Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Personal attacks will not be tolerated. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.*
- *Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.*
- *Fourth, is **timing**: Respect time agreements and stay on topic.*
- *Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.*

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 p.m PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board on behalf of the CAC should report to CAC Leadership meetings. Staff should be notified 48 hours prior to the meeting to request a meeting with the Co-Chairs.

1.7.7 Meetings of the Ad Hocs

Chairs are expected to do a monthly verbal report-out on the progress of the Ad Hocs with CAC leadership. Report-outs should be 5 minutes, no details of the meeting should be provided. Staff should be notified 48 hours prior to the meeting to request a meeting

with the Co-Chairs. It is up to the discretion of the Co-Chairs to accept the verbal report-out during the requested meeting.

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 Public Comment on Agenda Items

The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on matters on the agenda will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Co-Chairs.
3. Co-Chairs will approve the items for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved by majority vote of the CAC.

The Co-Chairs can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (i.e., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e., funding opportunity, legislative issue). The current work plan must be included in the materials of every CAC meeting. Changes must be noted when made.

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a “just cause” or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community, Equity, Health and Justice Committee and the Board of Directors must approve the Charter before any changes can take effect.

1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

COMMUNITY ADVISORY COUNCIL
MEETING OF 03/16/2023

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*.
<https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*.
(2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*.
https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative “Collaboration on Call.”

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*.
<https://bcdc.ca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*.
https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*.
<https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairpersons Margaret Gordon, John Kevin Jefferson, and Latasha Washington
and Members of the Community Advisory Council

From: Philip M. Fine
Executive Officer/APCO

Date: March 16, 2023

Re: Discuss the Community Advisory Council (CAC) 2023-2024 Work Plan

RECOMMENDED ACTION

None; presentation only.

BACKGROUND

This is an informational item for the Council to review and discuss the Community Advisory Council 2023-2024 Work Plan developed by the Work Plan Ad Hoc Committee.

DISCUSSION

The Community Advisory Council (CAC) created a Work Plan Ad Hoc Committee to develop a Work Plan to guide the CAC. The Work Plan Ad Hoc Committee began meeting on August 19, 2022, and has worked closely with staff to develop a priority rating matrix and the 2023-2024 Work Plan. The Work Plan Ad Hoc Committee developed the prioritization matrix to assist the CAC in rating agenda items using a fair process across all items.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Veronica Eady

ATTACHMENTS:

1. CAC 2023-2024 Work Plan
2. CAC Work Plan Items Priority Rating Matrix
3. CAC 2023-2024 Work Plan Presentation

COMMUNITY ADVISORY COUNCIL
MEETING OF 03/16/2023

2023-2024 CAC Work Plan

CAC Work Plans may be amended as defined in the Charter. Staff will track new agenda items requested during meetings or via email.

May 2023

1. Funding Overview from Strategic Incentives Division on the Transportation Fund for Clean Air Program
2. Presentation on Process for Prioritizing the Development of New Regulations

July 2023

1. Compliance & Enforcement Update
2. Incident Monitoring and Modeling

September 2023

1. Community's Right to Monitoring Data
2. Presentation on Indirect Source Rule for Warehouses

November 2023

1. Compliance & Enforcement Update
2. Presentation of the Air District's Work in Overburdened Communities, including Indigenous Communities, with a focus on Health Risk Assessments.

January 2024

1. Update on the School & Home Air Filtration Program
2. Discuss How the CAC Can Support Biomonitoring Work in More Communities, With More People, and to Promote Policy Changes.

March 2024

1. Discussion of the Chevron Strike with a Focus on Impacts to Public Safety.
2. Presentation on the Eagle Rock Aggregate Stone Company & the Tracking of Its Particulate Matter Emissions in the West Oakland Area.

May 2024

1. Compliance & Enforcement Update
2. A Presentation on the Air Quality Disparities Created by Highway 580

June 2024

1. Bay Air Center / Technical Support for Overburdened communities
2. Presentation on the Progress of Amendments to Rules 9-4 and 9-6 that would Reduce Emissions of Nitrogen Oxides from Residential and Commercial Furnaces and Water Heaters in Buildings in the Bay Area.

Council members, fewer than quorum (8 members or less), are encouraged to schedule community listening sessions in between meetings to guide future agenda items and/or work plans.

Optional trainings listed below will be offered in between CAC meetings in preparation for agenda topics. Optional meetings listed below may be offered for members that may be interested in these topics.

Optional & Required Trainings - to be offered in between meetings.

1. AB617 Overview, including a CAC member in a designated community.
2. Compliance & Enforcement programs overview on the Air District's authority and enforcement tools
3. Air District Budgeting Overview
4. Brown Act Training (required by the Charter)
5. Robert's Rules of Order (required by the Charter)
6. Civility Training (required by the Charter)
7. Participatory Budgeting (required for members of the Community Benefit Fund Committee)
8. Team-Building

Optional Meetings

- CAC Meets the Advisory Committee (meet & greet)
- Inviting experts to present educational materials on Indigenous history

CAC Work Plan Ad Hoc Committee: Agenda Item Prioritization Criteria

Agenda Item Summary: For each Agenda Item, rate each sub-area on a scale of 1-5 points.

Community Advisory Council's (CAC) Mission, Vision, and Goals	/20
Consistent with the CAC Mission, Vision, and Goals	
Consistent with current priorities (as stated in the Charter and/or Work Plan)	
Ability to create a positive community impact (i.e., Financial Impact, Policy Impact, Geographic Impact)	
Addresses/informs community concerns or issues	
Community Impact	/20
Increases opportunities and resources to overburdened communities and communities of color	
Leads to transformational changes in environmental justice	
Alters structures of power (Ex. Does it shift the balance of power from Air Polluters to the Community?)	
Spotlights the voice of those impacted (Who brought the item to the CAC?)	
Representation	/25
Creates ability to impact more than one County	
Creates opportunities for the CAC members to engage Community Members (particularly with those who have not been represented in the past)	
Creates collaboration with <u>Cross-County members</u> in ensuring equitable solutions	
Creates coalition/collaborative relationships with <u>Community Based Organizations</u> doing Environmental Justice work	
Builds and/or deepens relationships with <u>Legislators, Community Based Organizations doing EJ work, CAC, CAC Staff or BAAQMD Board?</u>	
Timing	/15
Aligns with present goals and/or agency (BAAQMD) programs/efforts (consider: political climate, momentum of subject matter, etc.)	
Feasibility	
Action item (5 pts), Informational item (0 pts)	
TOTAL:	/80

Rating System (1-5 point scale)	Scoring Results
1- Not Relevant to Prioritization Criterion	1-50 points: Item is placed on a query list
2- Somewhat Relevant to Prioritization Criterion	51-60 points: Item is relevant but is not urgent or time sensitive
3- Relevant to Prioritization Criterion	61-70 points: Item needs further discussion and clarity
4- Meets Prioritization Criterion	71-80 points: Item will be prioritized and placed on the agenda
5- Exceeds at meeting Prioritization Criterion	

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Interim Executive Officer/APCO

Date: April 5, 2023

Re: Report of the Community Equity, Health and Justice Committee Meeting of March
29, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Community Equity, Health & Justice Committee met on Wednesday, March 29, 2023, and approved the minutes of February 15, 2023. Members of the Committee participated in person, including satellite locations.

The Committee then received the staff presentation *Vote to Dissolve the Path to Clean Air Community Steering Committee Appointed by Resolution No. 2021-02 to Allow for the Creation of a New, Non-Board-Appointed Steering Committee with a Community-Led Governance Structure*. The Committee recommended the Board dissolve the Richmond Area Path to Clean Air Community Steering Committee, appointed by Board Resolution No. 2021-02, to allow for the creation of a new, non-Board-appointed Richmond Area Community Steering Committee with a community-led governance structure. (See Agenda Item 22 on today's agenda for consideration of that recommendation.)

The next meeting of the Community Equity, Health & Justice Committee will be Wednesday, April 19, 2023, at 1:00 p.m., at 375 Beale Street, San Francisco, CA, 94105. The meeting will also be webcast for members of the public. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

- 1. Community Equity, Health and Justice Committee March 29, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Philip M. Fine
Executive Officer/APCO

Date: March 29, 2023

Re: Consider recommending that the Board of Directors Dissolve the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02 to Allow for the Creation of a New, Non-Board-Appointed Steering Committee with a Community-Led Governance Structure.

RECOMMENDED ACTION

Consider recommending to the Board of Directors that the Board dissolve the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02.

BACKGROUND

In February, the Path to Clean Air Community Steering Committee (CSC), through a governance ad-hoc, created a proposal to transition from a Board-appointed committee to a community governance structure. At the February 27, 2023, CSC meeting, members discussed this proposal and voted to recommend dissolution of the CSC to the Air District Community, Equity, Health and Justice (CEHJ) Committee and ultimately to the Board for approval.

DISCUSSION

The CEHJ Committee will receive a presentation from members of the governance ad hoc to discuss, and then vote on whether to recommend the dissolution of the Community Steering Committee to allow a transition to a community governance structure.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kevin Olp
Reviewed by: Diana Ruiz

ATTACHMENTS:

1. Richmond-North Richmond-San Pablo Path to Clean Air CERP Community Steering Committee Memorandum of February 15, 2023
2. Vote to Dissolve the Path to Clean Air Community Steering Committee Presentation

COMMUNITY EQUITY HEALTH
AND JUSTICE COMMITTEE
MEETING OF 03/29/2023

Memorandum

To: Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee

From: Governance Ad-hoc Committee

Date: February 15, 2023

Re: Proposal to have the Community Steering Committee (CSC) transition to a community governance structure

RECOMMENDED ACTION

On February 27, 2023, Community Steering Committee (CSC) members will vote to recommend to the BAAQMD 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.

BACKGROUND

About: At its November 11, 2020, meeting, the Community Design Team (CDT)¹ voted to recommend that the Air District Board of Directors appoint a CERP Steering Committee that adheres to the Brown Act. On December 16, 2020, the Air District Board approved the CDT' recommendations. On February 4, 2021, the Board's Community Health, Equity and Justice (CEHJ) Committee voted to recommend the Board move forward with appointing the Richmond-North Richmond-San Pablo Community Steering Committee as a Board Committee.² On March 3, 2021, the Board voted to appoint the CSC as a Board Committee that adheres to the Brown Act.

Issue: The CSC, through the governance ad-hoc, proposes to transition from a board-appointed committee to a community governance structure. The vote taken on February 27, 2023 will recommend the dissolution of the CSC (appointed Resolution No. 2021-02) to the BAAQMD Community, Equity, Health and Justice and finally to the Board for approval. Dissolution of the CSC is needed in order for the CSC to proceed with next steps outlined in the proposal.

Proposal: Key elements of the proposal cover the process to transition to a community-led committee and the timeline for doing so, and the introduction of a new charter. The governance ad hoc committee will draft a new charter for the community-governed CSC to be adopted once

¹ In February 2020, the Air District convened a Community Design Team (CDT) to lay the foundation for establishing a Community Steering Committee (CSC) for developing a Community Emissions Reduction Plan in Richmond, North Richmond, and San Pablo. The CDT represented community and community based organizations, 19 individuals came together to form the CDT. Multiple issues were raised by the CDT related to transparency and process throughout 2020.

² BAAQMD Resolution [2021_02_establishing_richmond_area_cerp_csc-pdf.pdf \(baaqmd.gov\)](#)

the new CSC convenes after the April Board meeting. The newly formed charter will carry over a majority of the current charter while adding new elements that reinforce provisions of the Brown Act to ensure public access, participation, and transparency. Additions made will also allow the community-governed CSC to be nimble, efficient, and more engaged.

Process: A structured set of action steps to address reappointments to reconstitute the Community Steering Committee and introduce a new charter under a community-led structure would go into effect following Board of Directors approval to dissolve the Board appointed CSC at the April Board meeting. In practice this would include the following actions;

- A. Reconfiguration of CSC: Reappointment process
 - Open call to current members to reapply starting February 28th - March 16th
 - CSC will develop an application process that is transparent, inclusive and accessible to all community members and will continue to require the disclosure of potential conflicts³ through a conflict-of-interest form.
 - The process will include an opportunity to increase the number of new members by opening up the application process, on a rolling basis, to new candidates after the April Board meeting.
 - A review panel will be set up that consists of five CSC members who will evaluate new applications.
 - New applications would be reviewed every 2 months by the review panel.
 - A majority of the review panel must agree to move a candidate forward.
 - Application review process for current CSC members to begin February 28th. Official appointments of CSC members will take place after the April Board meeting.
 - Priority will be given to current CSC members who wish to continue to serve on the CSC.

- B. Creating the new charter: Once members are re-appointed to the newly formed CSC, they will introduce a new charter aimed at increasing participation that incorporates best practices of the Brown Act taken from the previous charter, concentrating on the following three elements:
 - Decision-making structure
 - Membership requirements
 - Public comment

- C. Approval of the new charter
 - The draft final charter will be sent out to the new CSC members and posted to the BAAQMD website for public access
 - Presentation of the new charter will be prepared and posted to the BAAQMD website as part of a CSC monthly meeting

³ Disclosure of conflict of interest will not determine appointments, this is based on the CSC existing process to ensure transparency.

- The new charter will be voted on by the new CSC committee and adopted at a date to be determined by the new CSC.

Charter: Outlining key elements to the charter that will change from the existing charter

Decision-making structure

- Majority vote
 - Decision-making at CSC meetings will not proceed without a quorum of the minimum number of our CSC members range (quorum = 50% of CSC plus one voting member) of voting members present at meetings.
- Non-voting industry members
 - Two non-voting members will remain in place, as stated in the current charter⁴
- Voting decisions made by the CSC will be guided by the charter

Membership requirements (# of members and seat selection)

- The charter will identify a minimum and maximum range (odd numbers), which the new CSC will determine before they finalize the charter and adopt.
 - Governance ad-hoc committee will engage current CSC members through survey monkey and over email to narrow in on a range.
- Applications for new members will be reviewed and accepted on a rolling basis; the governance ad-hoc committee to review existing criteria used and specify how applications will be reviewed and selected.
- Process to fill any vacancies will be addressed through an open application process that will be posted on the BAAQMD website

Public Comment

- Ensure public comment before a vote
- Ensure public comment on non-agenda items
- Ensure all meetings are inclusive and transparent. This includes having the meetings posted on the BAAQMD website, along with meeting minutes and video recording of the monthly CSC meetings.
- New CSC members will determine whether gatherings will be in-person, remote and/or hybrid

Amendments

- Minor language adjustments to reflect the transition: Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-North Richmond-San Pablo Area requires approval by a majority of voting members present.⁵

⁴ The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=zh-tw>

⁵ "Partnership Agreement" will be removed from Charter text. *Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-San Pablo Area Partnership Agreement require approval by a majority of voting members present.*

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: April 5, 2023

Re: Consider Dissolving the Path to Clean Air Community Steering Committee
appointed by Resolution No. 2021-02.

RECOMMENDED ACTION

Dissolve the Path to Clean Air Community Steering Committee appointed by Resolution No. 2021-02.

BACKGROUND

In February, the Path to Clean Air Community Steering Committee (CSC), through a governance ad-hoc, created a proposal to transition from a Board-appointed committee to a community governance structure. At the February 27, 2023, CSC meeting, members discussed this proposal and voted to recommend dissolution of the CSC to the Air District Community, Equity, Health and Justice (CEHJ) Committee and ultimately to the Board for approval.

On March 29, 2023, CSC members presented this proposal and request to recommend to dissolve the CSC in order to transition to a community led governance structure.

DISCUSSION

The Board of Directors will receive a presentation from members of the governance ad hoc to discuss, and then vote on whether to approve the dissolution of the Community Steering Committee to allow a transition to a community governance structure.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Diana Ruiz
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Attachment Agenda Item No. 4 February 27, 2023

Memorandum

To: Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee

From: Governance Ad-hoc Committee

Date: February 15, 2023

Re: Proposal to have the Community Steering Committee (CSC) transition to a community governance structure

RECOMMENDED ACTION

On February 27, 2023, Community Steering Committee (CSC) members will vote to recommend to the BAAQMD 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.

BACKGROUND

About: At its November 11, 2020, meeting, the Community Design Team (CDT)¹ voted to recommend that the Air District Board of Directors appoint a CERP Steering Committee that adheres to the Brown Act. On December 16, 2020, the Air District Board approved the CDT' recommendations. On February 4, 2021, the Board's Community Health, Equity and Justice (CEHJ) Committee voted to recommend the Board move forward with appointing the Richmond-North Richmond-San Pablo Community Steering Committee as a Board Committee.² On March 3, 2021, the Board voted to appoint the CSC as a Board Committee that adheres to the Brown Act.

Issue: The CSC, through the governance ad-hoc, proposes to transition from a board-appointed committee to a community governance structure. The vote taken on February 27, 2023 will recommend the dissolution of the CSC (appointed Resolution No. 2021-02) to the BAAQMD Community, Equity, Health and Justice and finally to the Board for approval. Dissolution of the CSC is needed in order for the CSC to proceed with next steps outlined in the proposal.

Proposal: Key elements of the proposal cover the process to transition to a community-led committee and the timeline for doing so, and the introduction of a new charter. The governance ad hoc committee will draft a new charter for the community-governed CSC to be adopted once

¹ In February 2020, the Air District convened a Community Design Team (CDT) to lay the foundation for establishing a Community Steering Committee (CSC) for developing a Community Emissions Reduction Plan in Richmond, North Richmond, and San Pablo. The CDT represented community and community based organizations, 19 individuals came together to form the CDT. Multiple issues were raised by the CDT related to transparency and process throughout 2020.

² BAAQMD Resolution [2021_02_establishing_richmond_area_cerp_csc-pdf.pdf \(baaqmd.gov\)](#)

the new CSC convenes after the April Board meeting. The newly formed charter will carry over a majority of the current charter while adding new elements that reinforce provisions of the Brown Act to ensure public access, participation, and transparency. Additions made will also allow the community-governed CSC to be nimble, efficient, and more engaged.

Process: A structured set of action steps to address reappointments to reconstitute the Community Steering Committee and introduce a new charter under a community-led structure would go into effect following Board of Directors approval to dissolve the Board appointed CSC at the April Board meeting. In practice this would include the following actions;

A. Reconfiguration of CSC: Reappointment process

- Open call to current members to reapply starting February 28th - March 16th
- CSC will develop an application process that is transparent, inclusive and accessible to all community members and will continue to require the disclosure of potential conflicts³ through a conflict-of-interest form.
- The process will include an opportunity to increase the number of new members by opening up the application process, on a rolling basis, to new candidates after the April Board meeting.
 - A review panel will be set up that consists of five CSC members who will evaluate new applications.
 - New applications would be reviewed every 2 months by the review panel.
 - A majority of the review panel must agree to move a candidate forward.
 - Application review process for current CSC members to begin February 28th. Official appointments of CSC members will take place after the April Board meeting.
 - Priority will be given to current CSC members who wish to continue to serve on the CSC.

B. Creating the new charter: Once members are re-appointed to the newly formed CSC, they will introduce a new charter aimed at increasing participation that incorporates best practices of the Brown Act taken from the previous charter, concentrating on the following three elements:

- Decision-making structure
- Membership requirements
- Public comment

C. Approval of the new charter

- The draft final charter will be sent out to the new CSC members and posted to the BAAQMD website for public access
- Presentation of the new charter will be prepared and posted to the BAAQMD website as part of a CSC monthly meeting

³ Disclosure of conflict of interest will not determine appointments, this is based on the CSC existing process to ensure transparency.

- The new charter will be voted on by the new CSC committee and adopted at a date to be determined by the new CSC.

Charter: Outlining key elements to the charter that will change from the existing charter

Decision-making structure

- Majority vote
 - Decision-making at CSC meetings will not proceed without a quorum of the minimum number of our CSC members range (quorum = 50% of CSC plus one voting member) of voting members present at meetings.
- Non-voting industry members
 - Two non-voting members will remain in place, as stated in the current charter⁴
- Voting decisions made by the CSC will be guided by the charter

Membership requirements (# of members and seat selection)

- The charter will identify a minimum and maximum range (odd numbers), which the new CSC will determine before they finalize the charter and adopt.
 - Governance ad-hoc committee will engage current CSC members through survey monkey and over email to narrow in on a range.
- Applications for new members will be reviewed and accepted on a rolling basis; the governance ad-hoc committee to review existing criteria used and specify how applications will be reviewed and selected.
- Process to fill any vacancies will be addressed through an open application process that will be posted on the BAAQMD website

Public Comment

- Ensure public comment before a vote
- Ensure public comment on non-agenda items
- Ensure all meetings are inclusive and transparent. This includes having the meetings posted on the BAAQMD website, along with meeting minutes and video recording of the monthly CSC meetings.
- New CSC members will determine whether gatherings will be in-person, remote and/or hybrid

Amendments

- Minor language adjustments to reflect the transition: Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-North Richmond-San Pablo Area requires approval by a majority of voting members present.⁵

⁴ The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=zh-tw>

⁵ “Partnership Agreement” will be removed from Charter text. *Amendments to this charter of the Steering Committee of the Path to Clean Air in the Richmond-San Pablo Area Partnership Agreement require approval by a majority of voting members present.*