



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

**BOARD OF DIRECTORS
MEETING**

December 6, 2023

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

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

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

**City Hall, City of Mountain View
500 Castro Street, Third Floor,
City Clerk's Office Conference Room,
Mountain View, CA 94041**

**Napa County Administration Building
Board of Supervisors
Crystal Conference Room
1195 Third Street, Suite 310
Napa, CA 94559**

**City of Palo Alto City Hall
250 Hamilton Ave.
Palo Alto, CA 94301**

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

**Office of Contra Costa County
Supervisor Ken Carlson
2255 Contra Costa Blvd., Suite 202
District 4 Conference Room
Pleasant Hill, CA 94523**

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

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

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/82475533349>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 824 7553 3349

Public Comment on Agenda Items: The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on a matter on the agenda will have two minutes each to address the Board on that agenda item, unless a different time limit is established by the Chair.

No speaker who has already spoken on an item will be entitled to speak to that item again.

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

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, DECEMBER 6, 2023

9:00 AM

Chairperson, John J. Bauters

1. Call to Order - Roll Call

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

2. Pledge of Allegiance

3. Special Orders of the Day

CONSENT CALENDAR (Items 4 - 16)

4. Approval of the Draft Minutes of the Board of Directors Meeting of November 15, 2023

The Board will consider approving the Draft Minutes of the Board of Directors Meeting of November 15, 2023.

5. Board Communications Received from November 15, 2023 through December 5, 2023

A copy of communications directed to the Board of Directors received by the Air District from November 15, 2023 through December 5, 2023 , if any, will be distributed to the Board Members by way of email.

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

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

7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of October 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 October 2023.

8. Quarterly Report of the Executive Office and Division Activities for the Months of July 2023 - September 2023

This is an informational item only.

9. Proposed Regulatory Agenda for 2024

State law requires the Air District to publish a list of regulatory measures scheduled or tentatively scheduled for consideration during the upcoming year. No regulatory measure can be brought before the Board that is not on the list, with specified exceptions. Consequently, the list contains all the regulatory measures that may come before the Board of Directors in 2024.

10. Authorization to Execute Contracts for Grant Projects over \$500,000 for Electric Vehicle Infrastructure Projects

The Board of Directors will consider approving the award of incentive funding to projects that will install electric charging stations for medium and heavy-duty vehicles and equipment and authorizing the Executive Officer/APCO to execute grant agreements for the recommended projects.

11. Authorization to Execute Contract for Support of Air District Electric Vehicle Charging Program in the Amount of \$671,000

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with GRID Alternatives in the amount of \$671,000 through December 31, 2026 for their work in support of the administration of the Air District's Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH) grant for electric vehicle charging through the California Energy Commission.

12. Authorization to Amend a Master Services Agreement with Communities for a Better Environment to Extend the Contract Term End Date to March 31, 2025, and Increase the Total Not to Exceed Amount for the Contract to \$470,000

The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to the Master Services Agreement (MSA) with Communities for a Better Environment (CBE) to increase the total from a \$410,000 to \$470,000 contract limit and to extend the contract term end date from December 31, 2023, to March 31, 2025. This increase will allow CBE to continue their work with the Air District on the development of a Community Emissions Reduction Plan (CERP) for East Oakland in calendar year 2024, including strategy development, strategy drafting, the public process to review the draft CERP, and final plan adoption.

13. Authorization to Execute Contracts with Communities for a Better Environment and The Regents of the University of California for Implementation of a Community Air Monitoring Project in East Oakland

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with Communities for a Better Environment for a total amount not to exceed \$137,831 and a contract with The Regents of the University of California for a total amount not to exceed \$150,533 for a community air monitoring project in East Oakland.

14. Authorization to Amend the Contract with Compensation Connections, LLC

The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to the contract with Compensation Connections, LLC to increase the maximum contract amount from \$12,000 to \$462,000. This contract work addresses key recommendations from the Human Resources Performance Audit. The initial contract was executed to begin work towards establishing a formal compensation philosophy. The amended contract includes a comprehensive classification and compensation study with a term up to 18 months.

15. Authorization to Execute a Contract with Baker Tilly US, LLP

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with Baker Tilly US LLP for an amount not to exceed \$122,000. This contract work addresses one of the key recommendations from the Human Resources Performance Audit and includes a review and development of human resources policies and procedures.

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

The Board of Directors will receive a report of the Community Equity, Health and Justice Committee Meeting of November 15, 2023.

ACTION ITEM(S)

17. Election of a Chairperson and Vice Chairperson of the Board of Directors for the 2024-2025 Term

The Board of Directors will receive a report of the Nominating Committee meeting to be held immediately preceding the Board of Directors meeting, and will elect a Board Chairperson and Vice-Chairperson for the 2024-2025 Term.

OTHER BUSINESS

18. Public Comment on Non-Agenda Matters

Pursuant to Government Code Section 54954.3, members of the public who wish to speak on matters not on the agenda will be given an opportunity to address the Board of Directors. Members of the public will have two minutes each to address the Board, unless a different time limit is established by the Chair. The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is per se disruptive to a meeting and will not be tolerated.

19. Board Member Comments

Any member of the Board, or its staff, on his or her own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on his or her own activities, provide a reference to staff regarding factual information, request staff to report back at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov't Code § 54954.2)

20. Report of the Executive Officer/APCO

21. Chairperson's Report

22. Time and Place of Next Meeting

December 20, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION

23. Conference With Legal Counsel re Existing Litigation (Government Code Section 54956.9(a))

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

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

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

OPEN SESSION

24. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

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

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

DECEMBER 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Nominating Committee	Wednesday	6	8:45 a.m.	1 st Floor Board Room
Board of Directors Meeting	Wednesday	6	9:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	6	1:00 p.m.	1 st Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee - CANCELLED	Wednesday	13	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Mobile Source and Climate Impacts Committee - CANCELLED	Wednesday	13	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Meeting	Wednesday	20	9:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	20	1:00 p.m.	1 st Floor Board Room
Board of Directors Community Equity, Health and Justice Committee - CANCELLED	Wednesday	20	1:00 p.m.	1 st Floor Board Room

MB 12/01/2023 – 9:15 a.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Approval of the Draft Minutes of the Board of Directors Meeting of November 15,
2023

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of November 15, 2023.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of November 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 the Board of Directors Meeting of November 15, 2023

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

Board of Directors Regular Meeting
Wednesday, November 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 9:08 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Noelia Corzo, Tyrone Jue, Myrna Melgar, and Shamann Walton.

Present, In-Person Satellite Location: (Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, California, 94301): Directors Sergio Lopez, Ray Mueller, and Vicki Veenker.

Present, In-Person Satellite Location: (Office of Santa Clara County Supervisor Otto Lee, 70 W Hedding St, East Wing, 10th Fl., San Jose, California, 95110): Director Otto Lee.

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

Present, In-Person Satellite Location: (Office of Contra Costa County Supervisor John Gioia, 11780 San Pablo Ave., Suite D, Conference Room, El Cerrito, California, 94530): Directors Ken Carlson, John Gioia, Mark Ross, and Steve Young.

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

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

Absent: Directors Margaret Abe-Koga, Brian Barnacle, Joelle Gallagher, Juan Gonzalez, Erin Hannigan, Nate Miley, and Katie Rice.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters congratulated Jodie Mackenzie, who was promoted to the position of Budget Manager.

CONSENT CALENDAR (ITEMS 4 – 11)

- 4. Approval of the Draft Minutes of the Board of Directors Meeting of November 1, 2023
 - 5. Board Communications Received from November 1, 2023, through November 14, 2023
 - 6. Personnel Out-of-State Business Travel Report for September 2023
 - 7. Authorization to Execute a Contract with Sharon Beals
 - 8. Authorization to Execute a Contract for a Grant Project Over \$500,000 and Accept New State Monies
- <The link to Board Resolution No. 2023-22 will be added here>
<The link to Board Resolution No. 2023-23 will be added here>
- 9. Report of the Finance and Administration Committee Meeting of November 1, 2023
 - 10. Report of the Stationary Source and Climate Impacts Committee Meeting of November 8, 2023
 - 11. Report of the Mobile Source and Climate Impacts Committee Meeting of November 8, 2023

Public Comments

No requests received.

Board Comments

Director Young pulled Item 7 (Authorization to Execute a Contract with Sharon Beals), concerned about the contract amount and whether a Request for Proposals process was conducted.

Board Action

Chair Bauters made a motion, seconded by Director Corzo, to **approve** Consent Calendar Items 4, 5, 6, 8, 9, 10, and 11; and the motion **carried** by the following vote of the Board:

Bauters, Noelia Corzo, John Gioia, David Haubert, Lynda Hopkins, David Hudson, Davina Hurt, Otto Lee, Sergio Lopez, Myrna Melgar, Ray Mueller, Mark Ross, Vicki Veenker, Shamann Walton, Steve Young.

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

Chair Bauters made a motion, seconded by Director Walton, to **approve** Consent Calendar Item 7; and the motion **carried** by the following vote of the Board:

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

ACTION ITEM

12. **COMPREHENSIVE ADMINISTRATIVE CODE UPDATE AND ACCOMPANYING IMPLEMENTATION POLICIES AND BOARD RULES OF PROCEDURE**

Alexander Crockett, District Counsel, Sharon Landers, Interim Chief Operating Officer, and Amy Ackerman of Renne Public Law Group, gave the presentation *Comprehensive Administrative Code Update Project*, including: outcome; requested action; overview; guiding principles; Administrative Code vs. procedures and policies; project timeline; new Administrative Code – effective Board leadership, streamlined standing committees, Board and committee meeting schedules, advisory councils and Hearing Board, codified staff and Board roles, and more effective and efficient financial practices; Board Rules of Procedure; implementation policies; and action requested.

Public Comments

No requests received.

NOTED PRESENT: Director Carlson was noted present at 9:47 a.m.; Director Jue was noted present at 9:56 a.m.

Board Comments

The Board and staff discussed Section 2.9(d) (Board of Directors, Compensation for Attendance at meetings, Active Transportation Calculation), and whether electric bicycles and non-motorized vehicles should qualify as a commuting option that may be compensated; concern regarding Board members being required to attend all Board meetings in person in San Francisco; concerns regarding Committee Chairs and Vice Chairs being required to attend committee meetings in person at in San Francisco; whether the Air District is allowed to compensate for Board member mileage beyond 2023 Internal Revenue Service mileage rates; risks of the Ralph M. Brown Act provisions not being met, which could result in committee actions being invalidated, or meetings being delayed or canceled altogether, and whether any Board-related incidents have occurred that have violated the Brown Act; the suggestion that Air District staff send committee meeting agendas to the people overseeing the remote teleconferencing locations well before the 72-hour noticing requirement; concerns regarding Board members having to sign a written agreement committing to complying with all requirements established by the Board of Directors in the Remote Teleconferencing Meeting Policy; the suggestion of seeking input from members of the public about whether to continue offering remote teleconferencing locations; the suggestion of requiring in-person attendance when the Board considers specific matters (rulemakings, budget, etc.), and the suggestion of giving the Board Chairperson the authority to determine which Board meetings will require in-person attendance; whether other Bay Area regional government agencies are requiring their Board members to attend meetings in person; and whether the Executive Leadership Continuity Policy includes compensation provisions; challenges with multiple remote teleconferencing locations.

Board Action

Chair Bauters made a motion, seconded by Director Melgar, to do the following:

Approve the comprehensive update and overhaul of the Administrative Code that will replace Division I and Division II of the current code and proposed accompanying implementation policies and related documents, with (i) an amendment to section 2.6, subparagraph (d), of the proposed Administrative Code to amend the use of remote teleconferencing to use the language provided in Section 3.3, subparagraph (a),

that allows for remote meetings under the Government Code, with the exception that remote meetings shall not be allowed for a meeting at which the Board is to adopt the budget or is to hold a public hearing for adoption of a rule or regulation, or upon special circumstances at the call of the chair; and (ii) an amendment to the proposed Remote Teleconferencing Meeting Policy to strike all references to “standing committee” or “committee” and to strike Paragraph 8 in its entirety and to renumber paragraphs 9 through 11 as Paragraphs 8 through 10.

The motion **carried** by the following vote of the Board:

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

[**<The link to Board Resolution No. 2023-24 will be added here>**](#)

INFORMATIONAL ITMES

13. OVERVIEW OF 2023-2024 SPARE THE AIR WINTER SEASON AND SUMMARY OF 2023 SPARE THE AIR SUMMER SEASON

Kristine Roselius, Communications Director, and Tim McLarney of True North Research, gave the presentation *Overview of 2023-24 Spare the Air Winter Season and Summary of 2023 Spare the Air Summer Season*, including: outcome; outline; requested action; winter campaign; creative and advertising; media and social media; door-to-door outreach; summer campaign; creative and advertising; outreach and social media; Employer Program; survey; and feedback requested.

Public Comments

Public comments were given by Jane Kramer, Alameda resident; and Jan Warren, Interfaith Climate Action Network of Contra Costa County.

Board Comments

The Board and staff discussed the request that future Spare the Air program surveys be sent to residents of Assembly Bill (AB) 617 and disadvantaged communities; whether the shift in primary transportation modes during the past year includes both gas-powered and electric vehicles; the history of California’s smoking bans, how they have changed behavior, and whether that is comparable to the banning of residential wood-burning; the desire for community outreach regarding health impacts of woodsmoke, in multiple languages; past advertising that was memorable to the public; and the request for a copy of the survey that was used for the 2023 Spare the Air Summer Program.

Board Action

None; receive and file.

14. OVERVIEW OF THE BAY AREA EMISSIONS INVENTORY

Dr. Song Bai, Acting Director of the Assessment, Inventory, and Modeling Division, gave the staff presentation *Overview of the Bay Area Emissions Inventory*, including: outcomes; outline; illustration of air pollution environment; what is an emissions inventory (EI); EI in the air quality analysis process; EI applications; what are the limitations of an EI; EI source types and methodology; example of source contributions: Particulate Matter (PM)_{2.5} and nitrogen oxides (NOx); sub-regional inventory data; regional inventory trends; Assembly Bill (AB) community inventories; summary; and upcoming inventory work products.

Public Comments

Public comments were given by Jane Kramer, Alameda resident; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Tony Fisher, Coalition for Clean Air.

Board Comments

The Board and staff discussed reasons why NOx levels of multiple Bay Area counties vary (source contributions); the fact that emissions data alone are an incomplete picture of the contribution to air pollution, and how the picture of air quality must be augmented with ambient measurements and other information; whether the on-road sources data accounts for different vehicle types; and which sources are federally regulated (versus regulated by the State), and the importance of ongoing engagement with the Air District's federal partners.

Board Action

None; receive and file.

OTHER BUSINESS

15. PUBLIC COMMENT ON NON-AGENDA MATERS

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

16. BOARD MEMBER COMMENTS

Director Young stated that he observed the November 7, 2023 Implementation Working Group for Rules 9-4 and 9-6 meeting, at which, the presentation *Planning for Home Electrification*, discussed appliance conversion. The presentation referenced a study, conducted in ten San Mateo County homes, which concluded that there is enough grid capacity to electrify homes. Director Young requested that the same study be conducted in AB 617 and disadvantaged communities, as this regulation is anticipated to impact middle and low-income communities.

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

Dr. Philip M. Fine, Executive Officer/APCO, had nothing to report.

18. **CHAIRPERSON'S REPORT**

Chair Bauters announced the following:

- The Board's Community Equity, Health, and Justice Committee will meet following the Board meeting (on November 15, 2023), no earlier than 1:00 p.m.
- Chair Bauters is calling for nominations for Board members who are interested in serving as Board Officer (Chair or Vice Chair) on the Board in 2024. Those who are interested in serving as an officer on the Board in 2024 or would like to nominate another Board Member to serve, are to submit their nominations in writing to Vanessa Johnson (and copy Chair Bauters) by close of business Tuesday, November 28, 2023. Nominations will be presented, considered, and recommended at the Nominating Committee meeting scheduled to meet on Wednesday, December 6, 2023, at 8:45 a.m.

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

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

CLOSED SESSION (11:37 a.m.)

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

Pursuant to Government Code Section 54956.9(a), the Board met in Closed Session with Legal Counsel to discuss the following cases:

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

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

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

OPEN SESSION (12:07 pm)

21. **ADJOURNMENT**

The meeting was adjourned at 12:08 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: December 6, 2023

Re: Board Communications Received from November 15, 2023 through December 5,
2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from November 15, 2023 through December 5, 2023, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Beteta
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: December 6, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Division II, Section 5.4(b) of the District's Administrative Code, the Board of Directors 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 October 2023. The monthly out-of-state business travel report is presented at the first available Board of Directors' meeting following travel completion.

DISCUSSION

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

1. Microsoft Power Platform Conference in Las Vegas, NV, October 1-5, 2023 attendee:
 - Chang-Yong Koo, Systems Analyst
2. 2023 Ceridian Dayforce Insights Conference in Las, Vegas, NV, October 2-5, 2023 attendees:
 - David Minuk, Principal Human Resources Analyst
 - Soyeb Palya, Human Resources Analyst II
3. American Association for Aerosol Research Annual Conference in Portland, OR, October 1-9, 2023 attendee:
 - Daniel Alrick, Principal Air and Meteorological Monitoring Specialist

4. National Association of Government Defined Contribution Administrators Conference in Seattle, WA, October 7-11, 2023 attendees:
 - Leonid Bak, Senior Advanced Projects Advisor
 - Ralph Borrmann, Public Information Officer
 - Lewis Letang, Senior Human Resources Analyst
 - Stephanie Osaze, Finance Director
 - Judy Yu, Human Resources Manager
5. Organizational Development Conference by the Association for Talent Development in Las Vegas, NV, October 9-14, 2023 attendee:
 - Somphanat Phengphanh, Senior Human Resources Analyst
6. 2023 NEOGOV User Conference in Las Vegas, NV, October 16-20, 2023 attendee:
 - Regina Soo, Senior Human Resources Analyst
7. Annual Community Modeling and Analysis System Conference in Chapel Hill, NC, October 16-19, 2023 attendee:
 - Bonyoung Koo, Senior Atmospheric Modeler
8. National Association of Clean Air Agencies Fall Membership Meeting in Alexandria, VA, October 17-23, 2023 attendees:
 - Alan Abbs, Legislative Officer
 - Philip M. Fine, Executive Officer/APCO
9. Air & Waste Management Association's Environmental Justice Conference in Arlington, VA, October 23-24, 2023 attendees:
 - Philip M. Fine, Executive Officer/APCO
 - Stephen Reid, Senior Advanced Projects Advisor
10. EPA Technical Systems Audit Training in Research Triangle Park, NC, October 23-27, 2023 attendees:
 - Eddie K. Kalombo, Senior Air Quality Specialist
 - Lilian Turcios-Metho, Quality Assurance Officer/Advanced Projects Advisor

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective Division's FYE 2024 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Hutson
Reviewed by: Stephanie Osaze

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

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

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ali Salkhi	FC406	San Leandro	A62268A	10/31/2023	2-1-307	Permit Requirement/Condition Violation
Ali Salkhi	FC406	San Leandro	A62268B	10/31/2023	8-7-302.3	Gas Dispensing Facility Violation
NG Grewal Inc.	FB824	Pleasanton	A62408A	10/16/2023	8-7-302.3	Gas Dispensing Facility Violation
NG Grewal Inc.	FB824	Pleasanton	A62408B	10/16/2023	1-420	Emission Source Data Violation
Tesla, Inc.	A1438	Fremont	A62845A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62846A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62847A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62848A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62849A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62850A	10/2/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62851A	10/17/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62852A	10/17/2023	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63003A	10/24/2023	9-7-506	Boiler Emissions Violation

Tesla, Inc.	A1438	Fremont	A63004A	10/24/2023	9-7-506	Boiler Emissions Violation
University of California, Berkeley	A0059	Berkeley	A62678A	10/18/2023	2-1-301	No Authority to Construct and No Permit to Operate
University of California, Berkeley	A0059	Berkeley	A62678B	10/18/2023	2-1-302	No Authority to Construct and No Permit to Operate
University of California, Berkeley	A0059	Berkeley	A62679A	10/18/2023	2-6-307	Title V Requirement/Condition Violation
University of California, Berkeley	A0059	Berkeley	A62751A	10/18/2023	2-6-307	Title V Requirement/Condition Violation
University of California, Berkeley	A0059	Berkeley	A62752A	10/18/2023	2-6-307	Title V Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Central Contra Costa Sanitary District	A0907	Martinez	A60763A	10/23/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52419A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52419B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52420A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52420B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52421A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52421B	10/17/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A63215A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63215B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63212A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63212B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63213A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63213B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63214A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63214B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63209A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63209B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63210A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63210B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63211A	10/17/2023	1-522	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A63211B	10/17/2023	12-11-502	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A63206A	10/17/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A63206B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63207A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63207B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63208A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63208B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63203A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63203B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63204A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63204B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63205A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A63205B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62797A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62798A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62799A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62800A	10/5/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A62801A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62802A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62768A	10/10/2023	8-5-328.3	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A62769A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62770A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62794A	10/2/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62795A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62796A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62651A	10/6/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62652A	10/6/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62764A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62765A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62766A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62767A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62644A	10/3/2023	2-1-302	No Permit to Operate

Chevron Products Company	A0010	Richmond	A62645A	10/6/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62646A	10/6/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62647A	10/6/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62648A	10/6/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62650A	10/6/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60802A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62528A	10/6/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62529A	10/6/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62530A	10/6/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62531A	10/6/2023	12-11-502.3.1	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A62532A	10/10/2023	12-11-502.3	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A60796A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60797A	10/10/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60798A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60799A	10/10/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A60800A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60801A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60791A	10/10/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60792A	10/10/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60793A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60794A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60795A	10/10/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60795B	10/10/2023	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A56284A	10/5/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A56284B	10/5/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A56285A	10/10/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A56286A	10/10/2023	12-11-503	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A56287A	10/23/2023	12-15-403	Refining Emissions Tracking Violation
Chevron Products Company	A0010	Richmond	A60790A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A56280B	10/5/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A56281A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A56282A	10/5/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A56282B	10/5/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A56283A	10/5/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A56283B	10/5/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52425A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52425B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52426A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52426B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A56279A	10/5/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A56280A	10/5/2023	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A52422A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52422B	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52423A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52423B	10/17/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A52424A	10/17/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A52424B	10/17/2023	10	Code of Federal Regulation Violation
Gawfco Enterprises Inc.	Z9400	Lafayette	A62263A	10/30/2023	2-1-307	Permit Requirement/Condition Violation
Gawfco Enterprises Inc.	Z9400	Lafayette	A62263B	10/30/2023	8-7-301.5	Gas Dispensing Facility Violation
Martinez Refining Company LLC	A0011	Martinez	A60899A	10/26/2023	2-1-301	No Authority to Construct and No Permit to Operate
Martinez Refining Company LLC	A0011	Martinez	A60899B	10/26/2023	2-1-302	No Authority to Construct and No Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61530A	10/17/2023	1-522.7	Continuous Emissions Monitor Violation
ST Shore Terminals LLC	A0581	Crockett	A62209A	10/18/2023	2-1-307	Permit Requirement/Condition Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
ASA Drilling and Foundation	FC411	Napa	A62885A	10/26/23	2-1-301	No Authority to Construct and No Permit to Operate
ASA Drilling and Foundation	FC411	Napa	A62885B	10/26/23	2-1-302	No Authority to Construct and No Permit to Operate

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Elevated Health LLC	FC234	San Francisco	A62884A	10/24/2023	2-1-301	No Authority to Construct and No Permit to Operate

Elevated Health LLC	FC234	San Francisco	A62884B	10/24/2023	2-1-302	No Authority to Construct and No Permit to Operate
SUNDT - WALSH Joint Venture	FC317	San Francisco	A62882A	10/3/2023	10	Code of Federal Regulation Violation
SUNDT - WALSH Joint Venture	FC317	San Francisco	A62883A	10/3/2023	10	Code of Federal Regulation Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Silicon Valley Clean Water	A1534	Redwood City	A59189A	10/3/2023	2-1-307	Permit Requirement/Condition Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
City of Santa Clara	A3464	Santa Clara	A61649A	10/27/2023	8-34-301.1	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61882A	10/18/2023	2-1-301	No Authority to Construct and No Permit to Operate
International Disposal Corp. of CA	A9013	Milpitas	A61882B	10/18/2023	2-1-302	No Authority to Construct and No Permit to Operate
International Disposal Corp. of CA	A9013	Milpitas	A61883A	10/18/2023	2-6-307	Title V Requirement/Condition Violation
Kitchen Reface Depot/Logan's Mill	E0481	Santa Clara	A61648A	10/4/2023	2-1-302	Operating with an expired permit
MK Atar Properties Inc	Z9475	San Jose	A62857A	10/16/2023	2-1-307	Permit Requirement/Condition Violation
Recology Pacheco Pass	A6370	Gilroy	A59795A	10/4/2023	8-34-301.1	Landfill Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Solano County Facilities Operations	A1995	Fairfield	A62555A	10/18/2023	2-1-307	Permit Requirement/Condition Violation
Solano County Facilities Operations	A1995	Fairfield	A62555B	10/18/2023	9-8-301	Internal Combustion Engine Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A61577A	10/12/2023	2-6-307	Title V Requirement/Condition Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
1-888-4Abatement Co.	FC319	Rancho Cordova	A61184A	10/4/2023	11-2-401.5	Asbestos Violation
AFM Environmental Inc	F0615	West Sacramento	A62612A	10/13/2023	11-2-401.5	Asbestos Violation
Tesoro West Coast Company	FB658	Dallas	A60689A	10/27/2023	8-7-301.5	Gas Dispensing Facility Violation
TRMC Retail LLC	FA383	Dallas	A62407A	10/16/2023	8-7-301.1	Gas Dispensing Facility Violation
TRMC Retail LLC	FA383	Dallas	A62407B	10/16/2023	8-7-302.1	Gas Dispensing Facility Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 2 settlements for \$10,000 or more completed in October 2023.

- 1) On October 17, 2023, the Air District reached a settlement with Alteza Corporation for \$10,000, regarding the allegations contained in the following 1 Notices of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59756A	4/14/2022		2-1-307	Permit Requirement/Condition Violation
A59756B	4/14/2022		1-523	Parametric Monitor Violation

- 2) On October 26, 2023, the Air District reached a settlement with East Bay Municipal Utility District for \$20,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59816A	6/14/2021	4/2/2023	2-6-307	Title V Requirement/Condition Violation
A61147A	5/11/2023	5/18/2021	2-6-307	Title V Requirement/Condition Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Quarterly Report of the Executive Office and Division Activities for the Months of
July 2023 - September 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Third Quarter Report for the Months of July 2023 - September 2023

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

Fleet: This quarter, Fleet Services disposed of zero vehicles, acquired zero vehicles, and processed three (3) vehicles for body shop repairs and sent 71 vehicles for maintenance. There were 69 vehicle requests, of which 31 were pool vehicles and 30 were Enterprise car rentals. Eight (8) cancellations were received.

Fleet currently maintains 118 vehicles: four (4) electric, one (1) hydrogen fuel cell, 81 plug-in hybrids, nine (9) hybrids, 22 gas, and one (1) diesel.

Fleet provides support in the performance of preventative and routine vehicle maintenance on all District vehicles; maintains District vehicle inventory and oversees the acquisition/retirement program; responds to emergency calls and requests for staff vehicle support; processes insurance claims for all vehicle incidents; provides training and ongoing education of drivers relative to vehicle use, maintenance, and repairs; and relocates and delivers District vehicles between acquisition, users, vendors, and eventual retirement.

Facilities: Facilities received 56 Angus requests and completed 107 ad-hoc projects/tasks (including 83 offices, garages, rooftop equipment sites, trailers and similar). During this period, the following furniture orders were procured: 22 task chairs and 1 sit/stand desk.

Facilities manages and collaborates the functions between the Air District, Metropolitan Transportation Commission, and the Association of Bay Area Governments at 375 Beale Street; collaborates with the HQE Condominium Association and the Property Management Company on facility related projects in reference to shared space and services. Oversees general contractors, electricians, plumbers, and similar trades at all District facilities as well as construction and renovation of field offices which also includes preventative and scheduled maintenance. The team procures and manages all furniture, performs daily maintenance of the coffee machines, and replenishes coffee and tea supplies in the copy/supply rooms.

Business Office:

The Business Office issued 544 purchase orders and executed 142 contracts. There were eight (8) Requests for Proposals/Qualifications issued during this period.

**HUMAN RESOURCES OFFICE
H. HINOJOSA, DEO OF FINANCE AND ADMINISTRATION**

The Human Resources (HR) Office conducted 26 recruitments including exams for: Advanced Projects Advisory, Advisory Council, Air Quality Engineer I/II, Air Quality Technician I/II, Air Quality Specialist I/II (2), Assistant Staff Specialist I/II, Deputy Air Pollution Control Officer, Director/Officer (2), Manager (3), Principal Air Quality Specialist, Senior Air Quality Engineer, Senior Payroll Analyst, Senior Staff Specialist (2), Temporary Database Specialist, Supervising Air Quality Specialist (2), Supervising Staff Specialist, Temporary Administrative Assistant I/II, Temporary Executive Assistant I/II, Temporary Human Resources Technician I/II, and Temporary Systems Analyst. The HR Office offered 45 wellness/fitness classes, and 13 employees utilized individual training courses and educational reimbursements. The HR Office continues to administer benefits, safety/worker's compensation, and labor/employee relations. There were 19 new employees, 15 promotions, and 10 separations from July to September 2023. There are currently 413 regular employees, 8 temporary employees, and 52 budgeted vacant positions.

COMPLIANCE AND ENFORCEMENT DIVISION
J. GOVE, DIRECTOR

Enforcement Program

On July 6, 2023, a multi-divisional meeting between Compliance & Enforcement (C&E), Engineering, and Legal Divisions staff was held to continue discussions regarding ongoing permitting issues at the Gold Bond Building Products facility in Richmond. Historical sources at the facility, including a raw material gypsum stockpile, reclaim pile, and associated conveyor and dome, were assessed for New Source Review permit applicability following recent site visits by C&E staff. C&E staff has issued several notices of violations, including public nuisances, to the facility owner/operator for fugitive emissions. Potential enforcement actions include an abatement order to address unabated fugitive emissions generated by the gypsum reclaim pile.

On July 11, 2023, staff attended the CAPCOA Vapor Recovery Sub-Committee meeting and on July 12, 2023 – July 13, 2023, staff attended the CAPCOA Enforcement Managers Committee meeting. During those meetings, several topics of interest to the California air districts were presented and discussed, including the coordination of the upcoming Enforcement Symposium, scheduled for October 2023.

On July 19, 2023, a 92-acre allocated prescribed burn was performed in Sonoma County in accordance with an approved Air District Smoke Management Plan (SMP). The prescribed burn was conducted by Fire Forward in partnership with the Schell-Vista Fire Protection District (FPD). Fire Forward circulated a press release the day prior, to notify the surrounding communities of the prescribed burn. The Air District's Meteorology & Measurements Division determined that weather conditions were expected to be favorable for July 19, 2023, which were observed the day of the prescribed burn. Towards the later part of the prescribed burn, weather conditions began to shift and smoke from the prescribed burn began to drop into the Sonoma Valley creating smoky conditions. Air District staff confirmed four complaints related to the prescribed burn. Air District staff correspondence with the Schell-Vista FPD and Cal FIRE identified that more than 100 calls were received, inquiring about smoke from the prescribed burn. An inter-divisional upper-management meeting was held on August 1, 2023, to discuss the smoke impacts of the prescribed burn and if enforcement action was applicable. Air District staff met with Fire Forward and Schell-Vista FPD to reiterate proper fire management practices and the importance of the partnership between the Air District and fire agencies and their partners.

On July 26, 2023, staff issued a Notice of Violation (NOV) to Argent Materials, a material handling facility, for operating several large aggregate stockpiles at 8501 San Leandro Street, Oakland, without a permit to operate. The facility, located within the East Oakland AB 617 area, was a concern to the community for dust and track out. On August 1, 2023, staff met with Argent Materials representatives and requested the piles be drawn down and removed.

On August 7, 2023, staff met with a representative from Fire Forward (a non-profit created to bring together private landowners, public agencies, and conservation partners around a shared purpose of stewarding ecosystems and reducing the impact of wildfire) to follow up on the July 19, 2023, Tallgrass Ranch Prescribed Burn in Sonoma that impacted some communities in Napa and Solano

counties with smoke and odors. Fire Forward, with the assistance of several fire agencies conducted the burn. There was a robust discussion on methods of disseminating burn project information to the public, communication challenges, and lessons learned from the burn. Considering the events surrounding July 19, 2023, Fire Forward decided to hire a Prescribed Fire Information Coordinator. Staff also explained the requirements for Regulation 5's (Open Burn) limited fee exemption for public agencies including partner agreements and documentation.

On August 9-10, 2023, staff responded to an after-hours incident, scrap pile fire at Schnitzer Steel, located in west Oakland, an AB617 area. Staff observed the fire and associated large gray/black smoke plume and responded to community complaints documenting violations of Air District Regulation 5 (Open Burn), Regulation 6 (Visible Emissions), and Regulation 1 (Public Nuisance). In total, the Air District received 51 complaints regarding the fire from residents as far away as Milpitas, Dublin, and Crockett. The subsequent Air District investigation led to the issuance of another Notice of Violation to Schnitzer for not complying with its Emissions Minimization Plan (EMP). The Oakland Fire Department concluded the fire was accidental cause unknown.

On August 21, 2023, staff accompanied representatives from Region 9 of the United States Environmental Protection Agency (EPA) during an inspection of the Keller Canyon landfill, located in Pittsburg. A total of 27 landfill gas collection wells were inspected with eight surface leaks and two component leaks documented. Enforcement action is pending the receipt of the EPA inspection report.

On August 25, 2023, staff participated at the US EPA / CalEPA Rapid Response Taskforce meeting in Oakland to update the leadership of the West Oakland Environmental Indicators Project (WOEIP) on the responding agencies enforcement response to the Schnitzer Fire of August 9, 2023 – August 10, 2023. Agencies participating included the US EPA Region 9, CalEPA, CARB, BAAQMD, California Water Boards, Department of Toxic Substances Control (DTSC), Alameda County Department of Environmental Health, the City of Oakland's City Attorney's Office, and the Alameda County District Attorney's Office. WOEIP provided information on community concerns and resident's experiences. The various agencies including the Air District provided updates on their investigations. The parties discussed next steps and community priorities and agreed to meet again in two months.

On August 28, 2023, Air District staff met with representatives of Santa Clara County and Boxpower, a micro-grid provider, to discuss ongoing violations at the Civic Center Temporary Housing Facility, San Jose, for two unpermitted prime diesel generators. The facility consisted of 25 tiny homes for unhoused people, specifically those with children. It was operated by the non-profit group Amigos de Guadalupe and funded primarily by the County. The parties discussed an expected timeline for grid power installation, which was currently expected in mid-fall and a pathway to compliance. A follow up meeting was held September 14, 2023, to shore up expected timelines and to discuss next steps to enter into a compliance and settlement agreement with the Air District.

On September 15, 2023, Air District staff attended a virtual scoping meeting for a State-overseen site cleanup, hosted by the California Department of Toxic Substances Control (DTSC). DTSC, with support from the California Department of Public Health, will oversee the site cleanup of the abandoned Blair Southern Pacific Landfill in Richmond due to the release(s) of radioactive material,

pesticides, and metals to soil, posing an unacceptable hazard to human health and environment. DTSC has identified the Air District as a likely support agency to the State-overseen site cleanup and has requested a draft list of applicable or relevant and appropriate requirements (ARARs) identified by Air District staff by October 10, 2023.

Compliance Assurance

Air District Staff conducted over 2,540 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 August 4, 2023, staff accompanied the United States Environmental Protection Agency (EPA) during an inspection of Ox Mountain landfill, Half Moon Bay. A total of 22 wells were inspected and seven surface leaks and one component leak were documented resulting in the issuance of a Notice of Violation on August 30, 2023. The facility is back in compliance.

Staff participated in monthly conference calls with the California Air Pollution Control Officers Association (CAPCOA) Prescribed Burn Workgroup attended by representatives from California Air Resources Board (CARB), CAPCOA, and other air districts. Discussion topics included US EPA's proposed changes to AERR (Air Emissions Reporting Requirements) and its potential effect on prescribed and agricultural burning reporting, CAPCOA's administrative process changes for grant reimbursement requests, and Sonoma Technology's work related to prescribed fire and smoke and its Smoke Transport Model Tool in development, among other fire related topics.

On July 14, 2023, staff submitted the Second Quarter 2023 Prescribed Burn Report to the California Air Pollution Control Officers Association (CAPCOA) per the requirements of the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. 583 acres burned from 112 prescribed fires conducted in the second quarter.

On July 19, 2023, and August 16, 2023, staff attended the Bayview Hunters Point (BVHP) Environmental Justice Response Task Force meeting chaired by BVHP community organizer Kamillah Ealom. At the July meeting, staff provided an update on the material handling facilities along Amador Street. In August, staff provided an update on Air District activities at Darling Ingredients, a local rendering facility.

On July 31, 2023, staff met with representatives from the West Oakland Environmental Indicators Project (WOEIP) to discuss next steps regarding interagency enforcement and transparency regarding Schnitzer Steel (now named Radius Recycling). Staff discussed the potential to implement methods for regulators to regularly report enforcement and other activities to the community as well as coordinating joint inspections of the Schnitzer Steel Facility.

On August 1, 2023, staff gave a presentation to the City of San Bruno Building and Code Enforcement Division along with personnel from the Fire Department's Fire Prevention Staff on the Air District's Asbestos and Demolition Regulation and Air Quality Complaint Program. There was considerable discussion regarding the Air District's Asbestos program and on how the Air District might collaborate with City and Fire Inspection staff upon completion of Air District inspections.

Staff approved four (4) Asbestos Dust Mitigation Plans (ADMP): 1) RIN# 0258: 644/675 Piercy Road, 2) RIN #0259: La Vista Residential, 3) RIN #0260: La Vista Park, 4) RIN #0263: Sunnydale Hope SF, Phase 3. And approved (4) ADMP Amendment Requests 1) RIN #0218 Los Altos High School – Amendment #2, 2) RIN #0205 – 901 16th Street and 1200 – Amendment #2, 3) RIN #0232 – PG&E Pipeline Gas – Amendment #3, 4) RIN #0235 – Redwood Tech – Amendment #1. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

Compliance Assistance and Operations Program

Air District Staff received and evaluated over 1,522 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank, and flare regulations. Staff received and responded to over 9 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

On July 20, 2023, staff presented a comprehensive overview of the Air Quality Complaint Investigation Program to the Community Advisory Council (CAC). Staff presented air quality complaint data across the entire Bay Area for the past five years (2018 – 2022), illustrated data trends, explained the differences between confirmed and unconfirmed complaints, and discussed variables that influenced confirmation rate. Committee members were interested in the information to discuss opportunities for implementing community engaged enforcement and how communities can better help assist the Air District in enforcement activities.

On September 5, 2023, CARB met with staff to discuss payment to the Air District in the amount of \$27,150 for 150 violations issued by Inspectors for the 2009 Mobile Source Compliance Plan MOU during fiscal year 2014/2015 – 2019/2020. The Air District Finance Office issued an invoice to CARB to receive payment of the settlement penalties on September 19, 2023.

On September 6, 2023, staff participated in the West Oakland AB617 Community Steering Committee Meeting to provide an update on the enforcement activities and to respond to community questions regarding the West Oakland Community Emissions Reduction Plan (CERP). Staff updated the community regarding the investigation and enforcement actions taken following the fire at Schnitzer Steel dba Radius Recycling on August 9, 2023 – August 10, 2023. Staff also presented air quality complaint data for West Oakland from January 1, 2023, to August 31, 2023, and shared the Notice of Violation (NOV) web tool developed by the Air District to increase transparency and accessibility to enforcement information.

On September 14, 2023, staff participated in the AB 617 East Oakland Community Steering Committee (CSC) Meeting. Staff gave an update regarding the fire at Schnitzer Steel and an overview of Air District enforcement activities in East Oakland. Staff provided an introductory presentation to give an overview of Compliance & Enforcement (C&E 101). The presentation highlighted the many different programs, policies and enforcement activities that help ensure compliance with air quality regulations, which helps improve community understanding of the division’s goals and objectives as the AB 617 process moves forward.

Air District staff approved 11 prescribed burn and 2 marsh management smoke management plans in Alameda, Contra Costa, Marin, San Mateo, Santa Clara, and Solano County.

Air District staff completed the data verification and posting of refinery flare monitoring data through August 2023.

Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 25 engines.

**ENGINEERING DIVISION
P. LEONG, DIRECTOR**

Health Risk Assessments (HRA) Statistics

For Permit Applications:

During the quarter, staff received 62 HRA requests and completed 77 HRAs for permit applications. Staff reduced the backlog of HRA requests waiting for completion from 75 down to 69.

For Regulation 11, Rule 18

On September 8, 2023, Air District staff shared the updated toxic emission inventory that will be used for Chevron’s Rule 11-18 HRA with the facility and requested comments by September 29, 2023. This inventory included both annual toxic emissions and maximum hourly emissions for each stationary source at the facility. The annual toxic inventory is the same toxic inventory, Inventory C, that the Assessment, Inventory, and Modeling (AIM) Division has included in the updated community wide HRA.

The Air District’s September 2, 2023, Settlement Agreement with Communities for a Better Environment (CBE) initiated several requirements for the Engineering Division related to the Rule 11-18 Implementation Procedures. On September 5, 2023, the Air District withdrew the 2020 implementation procedures and the 2018 flow chart from the website while staff work on updates to these implementation procedures through a public process.

California Environmental Quality Act (CEQA) Projects

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

On July 12, 2023, staff met with Martin Marietta regarding proposed project changes to both Pier 92 and Pier 94. Staff referenced the Permitting Streamlining Initiative and informed Martin Marietta that their proposed changes would require the submittal of new permit applications. Staff provided a deadline of July 31, 2023, for submittal of the new permit applications. On July 19, 2023, staff presented updates on the CEQA review of these projects to the BVHP Environmental Justice Taskforce. Martin Marietta discussed additional changes to their operations at Piers 92 and 94 with Engineering and Legal staff and requested an extension of the deadline for permit application submittals regarding these changes to August 31, 2023.

Permits and Projects

H Cycle Pittsburg Renewable Hydrogen Project (Pittsburg)

On April 7, 2023, the City of Pittsburg (City), as lead agency under the California Environmental Quality Act (CEQA), issued a Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the H Cycle Pittsburg Renewable Hydrogen Project, in accordance with Section 15082 of the State CEQA Guidelines (SCH Number 2023040173). As indicated in the NOP, H Cycle (HC) (Contra Costa), LLC, is proposing to construct and operate a renewable hydrogen facility in the City of Pittsburg that would use sorted waste materials as feedstock in a non-combustion thermal conversion process (Project). The NOP response period ended on May 10, and a Scoping Summary was prepared. Since issuing the NOP, HC (Contra Costa), LLC, has selected an alternative Project Site/Study Area for the proposed Project. On September 14, 2023, the City released a revised NOP that provides information related to the new Project Study Area and restarted a 30-day public scoping period with the new Project information. The purpose of the revised NOP was to inform all responsible and trustee agencies that an EIR will be prepared and provide agencies with sufficient information describing both the Project and its potential environmental effects to enable the agencies to make a meaningful response as to the scope and content of the information to be included in the EIR. Staff participated in a Zoom scoping meeting on October 11, 2023, and plans to review and comment on the EIR when it becomes available.

Raven SR Bioenergy Project (Richmond)

On June 29, 2023, staff met with the Raven SR Bioenergy (Raven SR) Project to discuss the status of the Air District's review of their permit application, engineering evaluation matters, and the projected timeline for the Air District's permitting process. The Raven SR Project proposes to construct and operate a bioenergy system composed of the Raven SR Steam/CO₂ Reformulation process at the project site in Richmond. The City of Richmond (City) has prepared a draft initial study/mitigated negative declaration for environmental review of the project in accordance with the California Environmental Quality Act. On May 16, 2023, the City adopted an updated mitigated negative declaration for this project.

Valero (Benicia)

Valero applied for an alteration of their existing Permit to Operate to route process gas from 19 pressure relief devices (PRDs) located at their Hydrogen Plant's (H2U) Compressors to existing flares. The intent of the project is to comply with BAAQMD Regulation 8-28-304.2, for which Valero received several Notices of Violations in 2022.

Pursuant to the California Health and Safety Code (Section 42451 and 42452), the Air District requested that the Hearing Board issue an Order for Abatement to Valero on August 10, under Docket No. 3743. The Notice of Hearing is scheduled for October 24, 2023.

An Authority to Construct to permit the installation of new and replaced components associated with piping between the PRDs and flares was issued on September 1. A Notice of Exemption from the California Environmental Quality Act was filed with the Solano County on September 8.

Martinez Refining Company LLC (Martinez)

Under Application 31806, staff issued Interchangeable Emission Reduction Credits (IERCs) on August 2, in accordance with Regulation 2, Rule 9, from the CO Boilers (S-1507, S-1509, and S-1512). The emissions reductions are the result of combustion modifications made to the CO Boilers

in the late 1990s. The issuance of the IERCs is expected to assist the facility's compliance with Regulation 9, Rule 10 – Nitrogen oxides And Carbon Monoxide From Boilers, Steam Generators and Process Heaters in Petroleum Refineries.

Eco Services Operations Corp (Martinez)

Eco Services Operations Corp proposed to replace aging equipment at their sulfuric acid plant that is reaching the end of its useful life. The replacement includes an existing absorption tower and three gas heat exchangers controlling catalytic converter temperatures at the catalytic converter. The Air District issued an Authority to Construct on August 28, 2023.

Lehigh Southwest Cement Company (Cupertino)

Lehigh Southwest Cement Company (Lehigh) applied for Emission Reduction Credits (ERCs) from the shutdown of their raw mills, pre-calcining kiln, clinker cooler, and fuel mills. Staff reviewed the materials contained in the banking application for the proposed project and made a preliminary determination that the project is expected to comply with all applicable requirements of Air District, state, and federal air quality-related regulations. Staff initiated a 30-day public comment period by posting a notice in the San Jose Mercury News on August 5, 2023, and in the Cupertino Courier on August 4, 2023. Staff also provided a copy of the notice to Supervisor Simitian's Office and collaborated with the Air District's Web Team to get a copy of the notice posted on the Air District website and distributed via e-blast to interested parties. Following the completion (end) of the public comment period on September 4, 2023, the Air District will respond to and consider any comments received prior to taking any final action on the issuance of the ERCs.

International Disposal Corp of CA (Milpitas)

On July 18, 2023, staff received requested information regarding current and historical well-field configuration monitoring data for the International Disposal Corp of CA (Newby Island Landfill). The facility has applied to conduct wellhead changes, operate six (6) wells at a higher operating value of up to 145°F, and make updates to permit condition language. The facility was recently cited for violations of Regulation 8-34 wellhead leak limits at an unannounced inspection.

Potrero Hills Landfill (Suisun)

Engineering, Compliance & Enforcement, and Legal agreed to extend the Compliance Enforcement Agreement for the processing of the landfill expansion project under Application 27654. Engineering routed the extension for approval which amends the expiration date to June 17, 2024. In the application, the operator proposed limits for contaminated soil acceptance, however the proposal increased the emissions to levels which would not pass a revised HRA. Staff met with the operator to request a revised proposal and to discuss flux chamber monitoring to assess the sulfur emission oxidation level achieved by the landfill cap, which was another component of the failed initial HRA.

Berkeley Landfill Variance Application and Abatement Order

Staff from Compliance and Enforcement and Engineering oppose the Berkeley Landfill's variance application, which requests approval of unlimited landfill gas collection system and flare downtime. Staff forwarded communications relevant to Berkeley's public records request. Staff continue to work with the Legal Division to draft an Abatement Order and negotiate terms with the Berkeley City Attorney. Berkeley requested a postponement of the variance date, now set for December 5, 2023, four months after the original date, and Engineering's work with Legal began.

Redwood Landfill (Novato)

On August 7, 2023, Air District staff met with Redwood Landfill to discuss their permit limits, current Air District permit applications, and hydrogen sulfide attenuation factor by landfill cover.

Vision Recycling (San Lorenzo and Livermore)

Vision Recycling has submitted source test protocols for approval by the Source Test Division. For San Lorenzo, an updated source test protocol was submitted for the green waste stockpiles incorporating all Air District comments. For Livermore, the initial source test protocol for the Covered Aerated Static Pile (CASP) and finished compost stockpiles was submitted for approval by the Source Test Division. Staff are currently reviewing the submitted protocol. The source tests are needed to provide site specific emissions for their permit application.

Napa Valley Waste Service (Napa)

Napa Valley Waste Service is required by permit conditions to conduct a health risk assessment on their compost operation because measured toxic emissions exceeded several benchmark levels. Air District staff met with Napa Valley Waste Service on August 30, 2023, to discuss modeling protocols for this HRA and a potential permit application for an increase in throughput at this compost operation.

Performance Audit

The Engineering Division continues to work with Sjoberg Evashenk Consulting, Inc. on the management audit of the permitting program in the Engineering Division. There were additional interviews with staff and several requests for information were fulfilled including permit program metrics, work records, cost recovery, personnel practices, and other documentation. Staff continue to participate in audits of the financial system and My Air Online in areas that overlap with permitting.

Production System

Staff worked on several areas to prepare for the full transition into the Production System during the weekend of September 29, 2023, with completion around the first week of October. This included about 3,700 of the remaining facilities that were managed by the legacy system. These efforts include but are not limited to data validation & clean-up, design, review of emission & fees, user acceptance testing and training. Staff continue to train on the transition and develop documentation.

Air Toxics Hot Spots Program

Each year, Engineering and AIM divisions collaborate on reports to meet several California Air Resources Board (CARB) reporting requirements including the toxic emission inventory, prioritization score, and health risk assessment results reporting required by the Air Toxics Hot Spots Program. On September 7, 2023, staff completed a review of facilities subject to the Air Toxics Hot Spots Program and provided HRA results for 45 facilities and emission corrections for nine (9) facilities to AIM to incorporate into their report. These corrections are expected to reduce the Hot Spots Program fees that the Air District will owe to CARB by about \$82,000.

National Association of Clean Air Agencies (NACAA)

Staff attended the monthly NACAA Permitting & New Source Review Committee Zoom meetings on July 12, 2023, and September 13, 2023. At the meetings, the U.S. Environmental Protection Agency and NACAA member agencies present on and discuss updates on regulatory and permitting activities.

California Air Pollution Control Officers Association (CAPCOA)

On July 24, 2023, and July 25, 2023, staff attended the CAPCOA Engineering Managers Committee virtual meeting. At the meeting, U.S. Environmental Protection Agency, and California Air Resources Board (CARB) gave updates on their regulatory/rulemaking activities, Staff of the local air districts and CARB gave updates on Assembly Bill 617 implementation, and CAPCOA Enforcement Managers and Vapor Recovery Sub-committee chairs gave updates on their committee activities. Air district permitting topics discussed included: Tier 4 engine testing requirements, Autobody shop and diesel engine industry-wide guidelines for toxics, Emissions inventory topics, Training, Criteria Pollutants and Toxic Air Contaminants Reporting Regulation implementation, and Engineering and Toxics Symposium planning.

Rule Development and Implementation

Regulation 3 Rule Development

On July 1, 2023, staff successfully implemented the amendments to Regulation 3 – Fees for Fiscal Year Ending (FYE) 2024. The amendments were adopted by the Board on June 7, 2023. The rule included fees for reevaluating emission reduction credits, renewing Authority to Construct permits, and fees to recover work mandated in other Air District rules which are evaluation of plans in regulation 6, processing coating petitions and evaluation of reports in the waste recovery program. Metal shredding operations were moved from the general miscellaneous fee schedule to Schedule G2 or G3 depending on its capacity. The amendments are estimated to increase overall Air District fee revenue in FYE 2023 by approximately \$5.3 million relative to fee revenue that would be expected without the amendments for the same permitted facility inventory.

Regulation 6, Rule 5 – Particulate Emissions from Refinery Fluidized Catalytic Cracking Units
Staff provided technical support in response to two lawsuits filed by two petroleum refineries.

Regulation 8, Rule 18 – Equipment Leaks

Staff provided Rule Development proposed rule revision language, emission estimates and cost analysis calculations, and a comprehensive document outlining the basis for suggested proposed changes. Staff continue to participate as a member of the internal working group.

Regulation 8-34 Rule Revisions – GCS Downtime Provisions

Staff continues to meet with Legal, Compliance & Enforcement, and Rule Development to discuss potential regulation revisions to address short periods of gas collection system downtime due to emergency outages. The current proposal includes the provisions that emergency backup power has been installed and that the landfill is not in violation of any Regulation 8-34 standards (such as the surface and component leak limits).

Regulation 12, Rule 15 - Refining Emissions Tracking

On June 22, 2023, staff received deficiency responses and revised annual emission inventories from facilities subject to the rule. On July 13, 2023, staff completed the deficiency reviews and notified the facilities that the inventories cannot be approved as submitted. The Air District may either disapprove the inventory or may approve the inventory with appropriate corrections.

Assembly Bill 617 (AB 617)

AB 617 East Oakland Community Steering Committee

Staff attended the monthly AB 617 East Oakland Community Steering Committee meeting on August 10, 2023. Information was shared regarding the Air District's emissions inventory and staff answered permitting related questions.

CARB BACT/BARCT Workgroup Meeting

On August 15, 2023, staff participated in this virtual meeting between CARB, EPA, and local air districts to discuss matters related to Best Available Control Technology and Best Available Retrofit Control Technology. This workgroup was formed a few years ago as technical support for the information gathered and posted on the CARB Technology Clearinghouse, a webpage that was created as required by Assembly Bill 617. At this meeting, Precision Partners LLC presented and answered questions about its advanced combustion aftertreatment technology.

LEGAL DIVISION A. CROCKETT, LEGAL COUNSEL
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The following summarizes the activities of the District Counsel's Office for the 3rd Quarter.

The District Counsel's Office received 363 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 52 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 \$75,500 in civil penalties for 62 NOVs. *Zero 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 \$84,500 in civil penalties for 15 violation(s).

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

Media Inquiries

Staff responded to 136 media inquiries, including requests about:

- Air monitoring, air quality conditions and advisories
- Burn bot
- CBE settlement
- Chemtrade
- Chevron NOVs
- Clean Air Centers
- Climate Tech Finance
- EV loans
- Fireworks
- Home Air Filtration Program
- MRC coke release, flaring & violations
- NOV web tool
- Penalty Bill
- Pika fire
- SB 674
- Schnitzer fire
- Spare the Air
- SRO and air filters
- Valero abatement order
- West Oakland traffic
- Wildfire smoke

Press Releases

- 09/22/2023 [Air District extends Spare the Air Alert through Saturday](#)
- 09/21/2023 [Air District extends Spare the Air Alert through Friday](#)
- 09/20/2023 [Air District issues Spare the Air Alert through Thursday](#)
- 09/19/2023 [Air District issues air quality advisory through Wednesday](#)
- 09/07/2023 [Air District makes air quality violation information available online](#)
- 09/06/2023 [Air District announces three new deputy executive officer appointments](#)
- 09/05/2023 [Air District and CBE partner to increase transparency and community participation in evaluating industrial health risk](#)
- 08/30/2023 [Air District issues air quality advisory through Thursday](#)
- 08/29/2023 [Air District issues Spare the Air Alert for smog for Wednesday](#)
- 08/28/2023 [Air District extends air quality advisory through Tuesday](#)
- 08/27/2023 [Air District extends air quality advisory through Monday](#)
- 08/25/2023 [Air District extends air quality advisory through Sunday](#)
- 08/24/2023 [Air District issues air quality advisory for Friday](#)
- 08/22/2023 [Air District extends air quality advisory through Wednesday](#)
- 08/21/2023 [Air District extends air quality advisory through Tuesday](#)

08/20/2023 [Air District extends air quality advisory through Monday](#)
08/19/2023 [Air District issues air quality advisory for Sunday](#)
08/10/2023 [Air District seeks abatement order for extensive air quality violations at Valero](#)
08/10/2023 [Air District extends air quality advisory for smoke for Thursday](#)
08/09/2023 [Air District's Climate Tech Finance program funds electric vehicle company making EVs more affordable for all](#)
08/09/2023 [Air District issues Air Quality Advisory for smoke from Schnitzer Steel Fire](#)
08/03/2023 [California Clean Air Day returns to the Bay Area in October](#)
07/27/2023 [Air District fines Chemtrade \\$1,150,000 for air quality violations](#)
07/21/2023 [Air District extends Spare the Air Alert for smog through Saturday](#)
07/20/2023 [Air District issues Spare the Air Alert for Friday](#)
07/20/2023 [Air District extends air quality advisory for Thursday](#)
07/19/2023 [Air District issues air quality advisory for Wednesday afternoon and evening](#)
07/14/2023 [Air District extends Spare the Air Alert for smog through Saturday](#)
07/13/2023 [Air District issues Spare the Air Alert for Friday](#)

Media Highlights

The Air District was mentioned in 1,597 print/online stories and 527 radio/video clips from July through September 2023. Below are media coverage highlights:

09/12/2023 [Oil Industry Blocks Effort to Increase Fines Against Polluting California Refineries ... Again](#)
09/09/2023 [Air district's new web tool allows public to search notices of violation in the Bay Area](#)
09/05/2023 [Ten-year Bay Area pollution trends suggest air quality could soon worsen](#)
08/29/2023 [Bay Area air quality: Spare the Air alert issued due to smoke, heat and smog](#)
08/28/2023 [Air Quality Advisory Due To Wildfire Smoke Extended Through Tuesday](#)
08/27/2023 [Air district extends air quality advisory for Bay Area until Monday](#)
08/25/2023 [Air quality advisory extended through Sunday due to wildfire smoke](#)
08/24/2023 [Air quality advisory issued for Friday due to wildfire smoke](#)
08/22/2023 [Wildfire smoke prompts another extension of Bay Area air quality advisory to Wednesday](#)
08/21/2023 [Air Quality Advisory Extended Through Tuesday Due To Wildfire Smoke](#)
08/20/2023 [Air district extends smoke advisory for Bay Area through Monday](#)
08/10/2023 [Air district managers allege emissions violations at Valero refinery](#)
08/10/2023 [Air quality regulators hit burning scrap metal firm in Oakland with violations](#)
08/10/2023 [Bay Area air district grants EV Life state-backed loan](#)
08/09/2023 [Crews battling fire at Schnitzer Steel near Port of Oakland](#)
07/27/2023 [Penalties for some Chevron flares would triple under bill in California Legislature](#)
07/27/2023 [Richmond chemical plant faces \\$1 million fine for alleged air pollution violations](#)
07/22/2023 [Martinez refinery releases toxic dust for 3rd time since November](#)
07/17/2023 [Will smoky Yosemite wildfire impact San Francisco air quality?](#)
07/14/2023 [Contra Costa County officials say refinery dust 'does not pose an increased, long-term risk to public health'](#)
07/14/2023 [Bay Area faces another Spare the Air alert Saturday](#)
07/13/2023 [Spare the Air alert issued for Friday as temperatures begin to heat up](#)

- 07/11/2023 [Martinez oil refinery at odds with city over safety releases ‘coke dust’ that settles on neighborhoods](#)
- 07/10/2023 [In reversal, Bayview homeless RV site at Pier 94 to stay open—for now](#)
- 07/05/2023 [How fireworks smoke could impact Bay Area air quality today](#)

Public Inquiries

Phone: 128 public calls

Events

- Marin County Fair on 6/30/23 – 7/4/23 in Marin
- Alameda County Fair on 6/16/23 – 7/9/23 in Pleasanton
- MCBC Dirt Fondo Bike Race on 7/22/23 in Marin Headlands
- Sunday Streets Valencia on 7/30/23 in San Francisco
- SMC Disaster Preparedness Day on 8/5/23 in San Mateo
- Sonoma County Fair on 8/5/23 – 8/13/23 in Santa Rosa
- Festival of India on 8/19/23 – 8/20/23 in Fremont
- SVBC Bike Summit on 8/24/23 in Mountain View
- Donate Life Run/Walk on 9/9/23 in San Ramon
- Mountain View Art & Wine Fest on 9/9/23 – 9/10/23 in Mountain View
- Los Gatos Art & Wine Festival on 9/16/23 in Los Gatos
- Sunday Streets Western Addition on 9/24/23 in San Francisco
- Bike the Bridges on 10/7/23 in Benicia
- Half Moon Bay Pumpkin Festival on 10/14/23 – 10/15/23 in Half Moon Bay
- Biketoberfest 2023 on 10/14/23 in Marin
- Sunday Streets Excelsior on 10/15/23 in San Francisco

Spare the Air

- Media Relations/Public Outreach
 - Developed integrated plan for Summer Spare the Air program FY 23-24.
 - Began developing integrated plan for Winter Spare the Air program FY 23-24.
- Advertising
 - Continued coordination with paid media vendors.
 - Developed ads for transit/bus tails.
 - Developed in-vehicle card/signage for Union City Transit (and others).
 - Began planning winter paid media program.
- Social Media
 - Developed and posted social media content.
 - Developed integrated plan for Summer Spare the Air program FY 23-24.
- Employer Program
 - Email blasts
 - Sent wide outreach to list of prospective new members.
 - Analyzed data from second prospect email blast.
 - Digital badge
 - Finalized digital badge note for current Spare the Air Employer Program members.

- Created email template design to share digital badge with current Spare the Air Employer Program members.
 - Events sponsorship and participation
 - Researched San Jose Spotlight State of Transportation event participation opportunities.
 - Finalized events list for Employer Program sponsorships, began drafting recommendation and overview.
 - Researched new events for engagement and started updating list for review.

Spare the Air Social Media

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

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

In this quarter, Spare the Air social media follower numbers increased to 13,837 (+428) on Facebook, decreased to 14,843 (-34) on Twitter, increased to 2,083 (+78) on Instagram, and decreased to 298 (-1) on Pinterest.

Air District Social Media

- Campaigns
 - SID grant program campaigns ran 7/19/23 – 8/30/23 on Facebook, Google and LinkedIn.
 - TIO Clean Cars for All Google campaign completed.
 - Promoted Drive Electric Week on social 9/22/23 – 10/1/23.
- Staff continued to run social posts daily including:
 - Air quality forecasts: daily, one-day or two-day forecasts.
 - Shared:
 - EV facts from Electric for All
 - Fireworks and smoke messaging for the Fourth of July
 - AirNow Fire & Smoke map
 - Climate Tech Finance loan guarantee
 - SF Chronicle article on gas stoves study
 - Clean Cars for All
 - MRC Coke release/updates/NOVs
 - Switch is On campaign
 - Chemtrade fine
 - BOD Biking post
 - EV Life Climate Tech Finance loan guarantee
 - Schnitzer Steel fire updates and incident report
 - Smoke Spotter app available in Spanish
 - Clean Air Day

- Home electrification
- EV incentives
- Meet the Air District
- New deputy executive officer appointments
- NOV tool web page
- Port of Oakland zero emission trucks
- Transit Month
- Brightline Defense Project Tenderloin community workshop
- Transit Month
- Community Advisory Council in-person retreat
- National Drive Electric week content
- DIY air cleaners

In this quarter, Air District social media follower numbers increased to 5,716 (+129) on Facebook, increased to 22,537 (+736) on Twitter, increased to 2,771 (+126) on Instagram, and increased to 3,370 (+157) on LinkedIn.

Other

- Video
 - Notice of Violation video – approved.
 - Internal Air District Training video – in progress.
 - Worked with lab staff on video clips development.
 - East Oakland photo/video support for AB 617.
 - Mask video – editing.
 - Video shoot on 8/10/23 and 8/23/23 to capture field staff footage.
 - CAC retreat video - complete.
 - Developed video list for social media.
- Incident Response Notification Tool
 - Worked with Web team to finalize task orders.
 - Developed Ad hoc Committee presentation.
- Publications
 - Published August Air Currents.
- Staff Development
 - Staff attended Ragan social media training on 8/23/23.
- Air District branding project
 - Kick-off meeting on 7/18/23.
 - Discovery phase meeting scheduled.
 - Roundtable Meeting on 8/17/23.
 - Brand research meeting with Exec on 9/7/23.
 - Prepared surveys.
 - Public awareness surveys posted; closed 9/15/23.
 - Survey results review meeting on 10/3/23.
- Annual Report
 - Contract executed.
 - Compiled initial 2023 project list.
 - Kick-off meeting on 8/9/23.

- Collected content.
- Initial design meeting 9/6/23.
- Design presentation on 10/3/23.
- Exec design review meeting on 10/13/23.
- Photography
 - Board members – scheduled for 11/1/23 Board meeting.
 - C&E field staff – scheduling with one additional inspector.
 - James Cary Smith Grant Program – 7/18/23 meeting on grantee projects to determine potential photo ops.
 - Sparkz (Climate Tech Finance loan recipient) – complete.
 - AB 617 community projects
 - CAC retreat on 9/14/23.
 - BVHP event on 9/23/23.
 - CE followed up with Richmond co-leads on possible video.
- Graphics
 - Clean HEET flyer – awaiting final content.
 - Incident Response Kit graphics – complete.
 - Wildfire graphics updates – complete.
 - CCFA flyer update – complete.
 - EO Community Grant flyer – complete.
 - Complaint process infographic – complete.
- Web Updates
 - Apply for Funding page
 - Developed new table for upcoming webinars.
 - Updates for new open solicitation due 7/19/23.
 - Content reversion for program end.
 - Fenceline Monitoring page – page structure and content to be updated by 7/19/23.
 - NOV table page
 - Meeting on 8/2/23.
 - Finalized development of NOV webpage.
 - Developed NOV webpage press release.
 - Made cross-links to Public Records, main NOV page.
 - Website User Survey – finalizing content.
 - STA website – updated link to Enviroflash Air Alerts.
 - Wildfire Safety page – posted 2 graphics updates.
 - Ongoing AB 617 meeting postings.
 - Ongoing Board Meeting material postings.
 - Ongoing Current AQ site monitoring and station flag maintenance.
 - Ongoing Grants postings.
 - Grants Infrastructure page
 - Updates for new open solicitation due 7/19/23.
 - Content reversion for program end.
 - E-blasts
 - Grants infrastructure eblast on 7/19/23.
 - EV Charging Infrastructure e-blast out 7/12/23.
 - Lehigh Emissions Banking Notice on 8/7/23.

- Chemtrade Settlement eblast, press release and news postings on 7/27/23.
- Eblast for Grants Infrastructure.
- CEC Fleet Infrastructure webinar out 7/20/23.
- Building Appliances IWG on 8/23/2.
- VW ZEFM on 9/14/23.
- Incident Report page – posted 112522 MRC release update on 7/13/23.
- New EV Coordinating Council page with events table by 7/21/23.
- Flex Your Commute page – updates continuing.
- AB 617 East Oakland Community Mapping Project page – posted 7/31/23.
- Richmond Community Mapping page – continuing development.
- Web development for AQ Advisory and STA alerts.
- Clean Air Day press release posting/Latest News on 8/3/23.
- Bay Area Climate Protection Initiative – new webpage in development.
- Emissions Inventory page updates/restructure – continuing.

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

Local Government Knowledge, Action, and Support

Staff reviewed and provided a comment letter on the City of Oakland's 3600 Alameda Avenue Project Draft Environmental Impact Report (DEIR). Staff met with Communities for a Better Environment (CBE), Stop Oakland Expansion and Alameda County Health Department to discuss the California Environmental Quality Act (CEQA) Draft Environmental Impact Report (DEIR) for the Oakland International Airport Terminal Modernization and Development Project, and the related air quality and greenhouse gas emissions impacts.

Staff met with Fehr and Peers on providing clarification to local lead agencies on how to apply the Air District's VMT CEQA threshold so that it is consistent with the State Climate Scoping Plan recommendations. Staff presented to the Regional adaptation working group convened by the City of Alameda on specific co-beneficial green infrastructure and greening efforts the Air District has sponsored/supported in the Oakland-Alameda/I-880 corridor area.

Bay Area Regional Climate Action Plan (BARCAP, formerly CPRG) staff executed contracts with HIP Investor to conduct a funding assessment and Christine Selig Associates to convene a roundtable engagement process with community-facing organizations. Staff planned for a held monthly Advisory Workgroup meeting of city, county, and regional agency partners. Staff presented an overview to the Stationary Sources and Climate Impacts Committee. Staff met with MTC staff to discuss overlaps between Plan Bay Area 2050 and 2050+ and the BARCAP effort. Staff met with the Carbon Cycle Institute to hear their ideas on incorporating biological sequestration into the Comprehensive Climate Action Plan. Staff met with Building Electrification Institute to discuss how they might support development of the Priority Climate Action Plan. Staff presented to Peninsula Clean Energy's roundtable of community-based organizations. Staff met with staff from the counties of Sonoma, Napa and Solano to begin in engaging those counties in the Advisory Work Group. Staff attended a meeting with CARB, leaders of metro region grants and CAPCOA to discuss Air District engagement in the statewide process.

Support Community Solutions and Community Health Protection Planning (AB617)

Staff working on West Oakland Community Action Plan implementation met with executives to discuss the post 5-year transition plan, and planned and attended the August Community Steering Committee meetings.

Staff working on the Richmond/North Richmond/San Pablo Path to Clean Air (PCTA) project convened meetings with the community co-chairs, ad hoc and standing committees to completed developing strategies and actions. Staff planned, attended, and presented at monthly Community Steering Committee meetings.

Staff working on the East Oakland project convened meetings with the community co-chairs, strategy meetings with Communities for a Better Environment (CBE), meetings to prepare for Community Perspectives interviews, met with executive staff, and CARB to plan and hold monthly meetings of the Community Steering Committee.

Staff working in Bayview Hunters Point/Southeast San Francisco prepared for and held multiple community meetings and a Community Steering Committee orientation session.

Regional and Statewide Air Quality and Climate Planning and Policy

Building Appliance Rules Implementation Working Group (IWG) staff hosted kick-off meetings of the Building Appliance Implementation Working Group (IWG) Technical and Equity Subcommittees to discuss draft workplans. The Technical Subcommittee focused on costs, technology, markets and workforce development. The Equity Subcommittee focused on workforce, affordability and housing impacts. Staff planned and held the IWG plenary meeting on August 30th. Staff hosted a meeting with Bay Area Clean Air (BACA), a coalition of advocates focused on successful implementation of the building appliance rules, to discuss recommended research pilots and action measures; hosted a meeting with Community Choice Aggregation (CCA) CEOs to discuss areas for future coordination; met with the Construction Trades Workforce Initiative (CTWI), the nonprofit partner of the East Bay Building Trades and partner in the Bay Area High Roads Training initiative, to discuss program and graduate data tracking. Staff met with RMI and Emerald Cities regarding recommendations to conduct deeper engagement and expand representation of tenant advocacy, EJ and community-based organizations; met with BayREN, Silicon Valley Clean Energy, and TECH Clean CA program administrators to coordinate presentations and panel discussion for the IWG plenary meeting; met with MTC/ABAG staff to discuss Plan Bay Area's regional housing protections research and strategies; with CBOs Richmond Progressive Alliance and Climate Resilient Communities to discuss invitation to join the IWG and Equity Subcommittee; with smart panel company SPAN, to discuss their work in the Bay Area, overlap with the IWG, and potential sharing of information and data; with representatives from the CPUC's Electric Viable Alternatives Working Group, who are studying panel and service upgrade costs and attributes; and with Asian Pacific Environmental Network to discuss potential engagement in the IWG and Equity Subcommittee.

Staff attended the MTC Air Quality Conformity Task Force meeting on July 27, 2023, and attended various workshops on topics including CARB's Potential Amendments to the Cap-and-Trade Regulation, California Energy Commission's (CEC) proposed changes to the 2025 update of the Building Energy Efficiency Standards, and Caltrans Reconnecting Communities and Community Sustainable Transportation Planning grants.

Staff presented at the Silicon Valley Bike Summit on health equity approaches to complete streets and co-beneficial green infrastructure. Staff attended the California Adaptation Forum to learn more about leading practices from across the state related to the adaptation-mitigation nexus; climate, energy, and housing; and equity, community engagement, and climate planning.

Innovation, Science and Research

Staff is co-author on a paper just published in Nature Communications, entitled "Decadal decrease in Los Angeles methane emissions is much smaller than bottom-up estimates." Staff reviewed a paper for the journal Atmosphere Pollution Research entitled "Simple sampling methodologies to quantify the net methane emission from landfill cells."

Division News

Staff participated in a four-part training series of the Advanced Racial Equity Academy, hosted by the City of Oakland's Department of Race & Equity.

Staff attended a hands-on two-day Technology of Participation facilitation training.

Staff prepared for and participated in the Board Strategic Planning Ad Hoc Committee with the contractor, BluePoint Planning. Staff participated in an interview with contractor Metropolitan Group, in support of the agency developing a set of draft EJ Goals that can inform the District's forthcoming Strategic Plan.

The Division's Management Team participated in a half-day training session on utilizing StrengthsFinder, "Leading with Strength."

Division staff joined Rules Development and AIM staff in a tour of the Sonoma Advanced Clean Energy Center to learn about clean building technologies.

**ASSESSMENT, INVENTORY, AND MODELING
S. REID, ACTING DIRECTOR**

Emissions and Community Exposure Assessment

Under Assembly Bill (AB) 617 community assessment work, staff continued supporting the development and review of the Community Emissions Reduction Plan (CERP) for the Path to Clean Air (PTCA) community; staff also completed the updated inventory for Chevron Richmond Refinery to be included in the PTCA CERP appendix. For the East Oakland community, staff continued air quality modeling for selected emission sources. For the West Oakland community, staff participated in the CSC meeting and reported on progress of CERP strategies; staff also met with the CARB staff to discuss the proposed approach for the 5-year milestone inventory update. For the Bayview-Hunters Point (BVHP) community, staff continued work to develop local inventory for on-road mobile sources and marine sources.

Staff met with the Office of Environmental Health Hazard Assessment (OEHHA) and the California Air Resources Board (CARB) staff to discuss next steps of the PM_{2.5} local risk methodology improvement and implementation plan; staff also presented the PM_{2.5} local risk methodology version 2.0 to the Advisory Council meeting and collected feedback from the Advisory Council members.

Under the District's California Environmental Quality Act (CEQA) support work, staff completed a draft version for the San Francisco Construction Screening Analysis Tool with user's guide and methodology documentation to support air quality impact assessment of construction and in-fill development projects in San Francisco. Staff also completed review of the Environmental Impact Report (EIR) for the proposed Oakland Airport Expansion Project.

Under emissions inventory development, staff completed draft slides to be presented to the Board of Directors meeting in November; staff continued work to update the greenhouse gas (GHG) emissions inventory to support the Air District's EPA Climate Pollution Reduction Grant (CPRG) application. Staff completed the final 2022 emissions dataset for permitted facilities and submitted the data files to CARB under the California Emissions Inventory Development and Reporting System (CEIDARS), Criteria and Toxics Emissions Reporting (CTR), and AB2588 "Hot Spots" programs. Staff also met with CARB staff to facilitate meeting reporting requirements for the CTR regulation.

Staff attended the National Association of Clean Air Agencies' (NACAA) Emission and Modeling Committee meeting, the MOVES4 training webinar hosted by the US Environmental Protection Agency (EPA) regarding on-road vehicle emissions estimation, and the EPA International Emissions Inventory Conference with a focus on non-point and point inventory improvements.

Air Quality Modeling and Analysis

Under Assembly Bill (AB) 617 community assessment work, staff finalized emissions forecasts for 2029 and 2034 for the PTCA community, working with CARB to estimate the impact of recently adopted statewide regulations on future year emissions. Staff also completed the draft technical appendix for the PTCA CERP, responded to management review comments on CERP Chapter 5 (Air Quality Overview), helped to draft "cross-cutting" strategies for the CERP, and assisted with a "red flag" review of all CERP strategies. For the East Oakland community, staff presented a draft planning inventory to the community steering committee (CSC) meeting and participated in a follow-up meeting with interested CSC members to provide additional details on the inventory data. For the West Oakland community, staff reviewed emissions reductions associated with tugboat repowering projects and estimated how much of the benefit of those projects would accrue to West Oakland.

To support upcoming regional applications of the Community Multiscale Air Quality (CMAQ) model, staff reviewed available options for developing boundary conditions for CMAQ, including the Community Earth System Model release 2.2 (CESM2.2) platform and the Whole Atmospheric Community Climate Model's (WACCM) daily forecast outputs. Staff adapted the CMAQ boundary condition preprocessor to work with WACCM model outputs and identified and fixed an error in the secondary organic aerosol (SOA) species mapping of the boundary condition processor. To evaluate the sea salt component of CMAQ's particulate matter predictions, staff compiled and analyzed sea salt measurement data at coastal IMPROVE monitoring sites.

Staff also continued developing meteorological inputs for upcoming CMAQ simulations using the Weather Research and Forecasting (WRF) model. Staff prepared inputs for a 2022 WRF simulation, completed the 2022 WRF run, and began post-processing and evaluating model outputs. Staff also investigated using the Model Evaluation Tools (METplus) for evaluating WRF results.

To improve the regional emissions inventory used for modeling, staff downloaded and compiled the Model of Emissions of Gases and Aerosols from Nature, version 3.2 (MEGAN3.2), which estimates biogenic emissions based on available landcover data and emission rates for various vegetation types. Staff began obtaining input datasets needed for testing the model and consulted with CARB staff who have been applying MEGAN3 for statewide simulations.

Staff continued to work with researchers at the University of Washington to implement the Intervention Model for Air Pollution (InMAP) for the Bay Area, with the goal of having a functioning reduced form model that would allow efficient evaluations of the health benefits of selected policy interventions. Staff compiled inputs and outputs from recent InMAP test cases and shared them with the UW project team. Staff also participated in a virtual meeting with the UW team to discuss next steps.

Staff continued to evaluate potential air quality and health impacts from woodsmoke emissions in the Bay Area. Using a recently updated woodsmoke emissions inventory, staff conducted a CMAQ simulation to quantify PM_{2.5} concentrations resulting from Bay Area wood burning activities and then processed CMAQ results through EPA's Benefits Mapping and Analysis (BenMAP) model to estimate health impacts associated with those PM_{2.5} concentrations. Staff also assessed changes in wood burning devices and activities over time and began working with the M&M division to prepare slides on woodsmoke impacts for the November 8, 2023, Stationary Source and Climate Impacts Committee (SSCI) meeting.

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

Below is a summary of the priority rulemaking projects for FY 23-24, and major milestones met during this quarter.

Rulemaking Agenda for FY 23-24

At the July 12, 2023, Stationary Source and Climates Impact Committee Meeting, the Rules & Strategic Policy Divisions presented the Division's Activities and Major Objectives for FY 23-24:

- Continue to develop amendments to Rule 8-8: Wastewater Collection and Separation Systems to reduce organic compounds. Target delivery date for amendments: December 2023.
- Continue to develop amendments to 8-18: Equipment Leaks to reduce organic compounds. Target delivery date for amendments: December 2023.
- Begin evaluating Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities for potential amendments to streamline and expedite regulatory implementation.

- Develop a white paper on metal recycling and shredding operations. Target delivery date: September 2023.
- Continue supporting AB 617 communities as they develop Community Emissions Reduction Plans by providing staff resources to help the Steering Committees develop and prioritize emissions reduction measures.
- Perform new source evaluations (white papers) as resources allow.

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

Status / Next Milestones:

- Staff worked with contractors to prepare socioeconomic and California Environmental Quality Act evaluations for the draft amendments to Rule 8-8. Staff also worked with internal and external stakeholders to address comments from the public comment period and make updates to the draft amendments and supporting materials as appropriate.
- Presentation to Stationary Source and Climate Impacts Committee: September 13, 2023
- Anticipated release of final package for public comment and Board consideration: October 2023

Background: Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) was selected as one of the six high-priority rule development projects in the AB 617 Expedited BARCT Implementation Schedule for high emissions of volatile organic compounds per year based on the Air District’s emissions inventory.

Visit this webpage for more information: https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-8-wastewater-oilwater-separators?rule_version=2023%20Amendment

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>.

<p>TECHNOLOGY IMPLEMENTATION OFFICE A. FOURNIER, OFFICER</p>

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 Financial Development Corporations (FDC) throughout California, affiliates of IBank.

To date, fifteen companies have received \$35M 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.

Companies, received loans with the support of Climate Tech Finance loan guarantees for Q3 2023:

- **One Way Trigger** (\$1.45M loan) – pavement preservation technology.
- **Seatrec** (\$1M loan) – designs and manufactures energy harvesting solutions that generate electricity from naturally occurring temperature differences in ocean waters.
- **Sparkz** (\$5M) – re-engineering the battery supply chain by eliminating cobalt and working toward making other components more sustainable and localized.
- **EV Life** (\$2M) – a fintech platform to facilitate EV Climate Loans, that enables car buyers to finance thousands of dollars in government EV incentives - making EV loan payments cheaper than gas vehicles and affordable for the mass market.

Staff and the FDCs 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. In the third quarter, staff also conducted 7 impact evaluations, and 14 intake calls, where 47% of these companies are interested in the program and are now in various stages of approval.

Clean Air Centers

Clean Air Centers is part of a statewide initiative under Assembly Bill 836: Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations (Wicks, Chapter 393, Statutes of 2019) to establish a network of publicly accessible facilities with high-efficiency air filtration systems for people who may not otherwise have access to clean air during wildfire events. The grant program allows counties to apply directly for facility ventilation upgrades and for purchasing portable air cleaners and air filter replacements. The Air District received \$3M in program and administrative resources to implement Clean Air Centers, CARB is administering the program. The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

The Air District conducted two solicitations that resulted in applications for 1,204 portable air cleaners and two (2) HVAC upgrades, totaling \$3.3M in funding, greater than the \$3M grant award. The Air District will be unable to fund 1 HVAC upgraded budgeted at \$690K and will use funds towards the purchase of more portable air cleaners. CARB has reviewed and approved the applications. The Air District finalized contracting with applicants in May 2023 and grantees have begun project implementation. As of October 2023, the program has delivered 1,044 portable air cleaners with filter replacements and is undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

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 \$73M 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 \$28M, bringing the contracted funding amount 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:

- 6,093 applications have been submitted since the program opened in March 2019, and 4,091 awards have been made (totaling over \$34.75 million). 3,462 grantees purchased new vehicles, 89 grantees selected PEX cards for public transit and other mobility options, 408 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 32% were battery electric vehicles (BEV), 40% 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 (2019-2023)	
Total budget	\$73M
Total available	\$2.89M (i.e. not awarded)
Applications received	6,093
Funds awarded	\$34.75M / 4,327 grantees
Funds paid	\$30.18M / 3,891 payments
Clean Cars for All Program KPI Totals During Q3 of 2023	
Applications received	295
Funds awarded	\$1.07M / 220 grants
Funds paid	\$2.05M / 267 payments

Charge! Program for Electric Vehicle (EV) Infrastructure

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

- 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. A pre-application webinar was held on November 29, 2022, and was attended by 140 stakeholders. Program staff finished evaluating FYE 2023 Charge! Program applications and presented the recommended projects to the Mobile Source and Climate Impacts Committee meeting on May 10, 2023. The Board of Directors approved the FYE 2023 Charge! Program rank list and recommended projects on May 17, 2023. Program staff are currently in the process of preparing contracts with eligible applicants.
- 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 August 1st and had over 100 attendees. The meeting topic was managing capacity constraints for EV charging, with a panel of speakers from Tesla, Peninsula Clean Energy, Energy Conservation Options, and PG&E. New members recently joined the EV Council Steering Committee. The facilitation team met with the Steering Committee on September 18th to prepare for the next EV Council meeting. The planning team is also refining potential topics for a working group.

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 received the CEC contract on June 5, 2023, and the agreement was fully executed on July 20, 2023. TIO staff are currently working on implementing the project and subcontracting project partners.

Sponsorship and Conferences

TIO is sponsored the 19th Biennial Conference on Transportation & Climate Policy/UC Davis Asilomar Conference on July 11, 2023 – July 14, 2023.

The Climate Tech Finance team attended TechCrunch Disrupt event in San Francisco on September 19, 2023 – September 21, 2023.

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

The Office updated its 2023 Q3 demographic analysis information that included 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:

*Bay Area - ACS

Gender	
F	50%
M	50%

Air District

Gender	
F	44%
M	56%

*Bay Area - ACS

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

Air District

Ethnicity/Race - All Air District	
American Indian/Alaskan Native	1%
Asian	41%
Black or AA	7%
Hispanic or Latino	9%
Unknown or Other	2%
White	40%

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*

DE&I and the Human Resources Division partnered to review and score RFP proposals for the Classification & Compensation Study RFP 2023-027. The objectives of the work under this RFP are:

- In coordination with the Air District's strategic planning effort, establish a formal Air District compensation philosophy as the guiding principle for compensation and classification planning.
- Conduct a thorough analysis of the Air District's current classification and compensation practices and classification specifications and develop new or amended classifications consistent with best practices.
- Develop all new position descriptions for each classification specification that are consistent with the current work being performed and new planned work required under the Air District's strategic planning effort.
- Conduct compensation study including compensation surveys developed through market research that benchmark the Air District's pay rates against comparators guided by the compensation philosophy developed under this RFP.

The Office met with Language Equity and Access Partners (LEAP) and staff to finalize the Air District’s 2023 Language Access Plan. The purpose of the plan is to enhance the Agency’s ability to better serve the communities we serve specifically where languages other than English are spoken. As part of a complainant agreement with the Environmental Protection Agency (EPA), the Air District will soon send the EPA the newly revised and updated plan.

The Office met with the Cultural Advisory Team (CAT) co-chairs to create a framework for the group’s strategic plan. The plan will address areas of opportunity as identified in the Agency’s most recent cultural assessment survey. This methodology ensures the group’s events/activities support the opportunity areas identified by staff to enhance culture.

The Office met with the Air District Mentorship Development Team to develop a mentorship best practice guide to assist design and develop a full roll-out of the program. The inaugural program began with a nine-month pilot program with various staff from across the Agency. Mentors were required to attend formal training courses beforehand to ensure program effectiveness and success.

The Office met with the statewide Diversity, Equity, and Inclusion group consisting of DE&I representatives from air districts across CA and the California Air Resources Board (CARB). The group works collectively to establish collaborative efforts and best practices.

The Office, alongside the Equity Team and Jamillah Jordan, Marin County's Equity Officer, conducted an informative training session on Participatory Budgeting (PB) for a contingent of the Air District’s Community Advisory Council (CAC). This council holds the responsibility of formulating a recommendation to the Board of Directors regarding the potential adoption of PB as a method for allocating resources from the Community Benefits Fund. Further, Ms. Jordan graciously imparted valuable insights into Marin's strategic approach to integrating Participatory Budgeting into their financial framework, sharing valuable lessons learned along the way. Participatory budgeting represents a democratic process where community members actively participate in deciding how to allocate a portion of the public budget.

COMMUNITY ENGAGEMENT AND OUTREACH PROGRAMS S. PEESAPATI, DIRECTOR
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Bayview Hunters Point AB 617

- July 12, 2023 – Staff organized and hosted the first meeting in-person of the Bayview Hunters Point Community Steering Committee (BVHP CSC) with Community Co-Leads (Marie Harrison Community Foundation and Bayview Hunters Point Community Advocates) and Michelle Byars from CARB. The focus of the meeting was to introduce BVHP CSC members to each other and to staff from CARB, the Air District, and Community Co-Leads. The next two meetings of the BVHP CSC will be an orientation session to be held in Early August and public kickoff meeting in September.

- September 7, 2023 – Air District staff and Community Co-Leads met with the contractor selected in the RFP process to support the CSC with facilitation to discuss onboarding and contract negotiations. Pending successful and timely negotiations, staff plan to bring the contract to the Board for approval on November 1, 2023.
- Air District staff continue to meet with Community Co-Leads (Marie Harrison Community Foundation and Bayview Hunters Point Community Advocates) weekly to plan the launch of the BVHP Community Steering Committee. Next steps include a Toxic Tour to be held with Community Steering Committee members in October and an official CSC Kickoff in either December or January once the facilitator selected to support the process can be brought on board.

West Oakland AB 617

- August 2, 2023 – The West Oakland steering committee will receive presentations and updates from Air Districts staff on Plan Strategy implementation.
- West Oakland Environmental Indicators Project (WOEIP) is leading on the planning of a community town hall scheduled for Sunday, November 5, 2023.
- Staff and West Oakland Environmental Indicators Project (WOEIP) are working to prepare 2022- 2023 annual report on implementation of the West Oakland Community Action Plan (WOCAP).
- September 6, 2023 – West Oakland Steering Committee meeting focused on enforcement updates, Schnitzer fire, and the Cal EPA Complaint system. Air District Staff are working on follow up items regarding multi-agency patrol at the port i.e., idling.

Richmond/San Pablo AB 617

- July 17, 2023 – the Community Steering Committee (CSC) started a four-week review process of the draft CERP strategies this month. The remaining three (3) sets of strategies will start the review process in the following two weeks.
- August 11, 2023 – The Community Engagement and Outreach Standing Committee held its kick-off meeting with six CSC members to begin planning for Fall outreach. The committee meets every Friday from 9 am to 10am. The group is tasked to develop a workplan that moves in three tracks with the goal to build awareness of the Path to Clean Air (PTCA), the Community Emission Reduction Plan (CERP), AB-617 and to direct groups to the public comment period of the PTCA CERP.
- August 28, 2023 – The CSC voted to accept Frank Ungo and Stephanie Wright, two new voting members to the Path to Clean Air steering committee.
- September 29, 2023 – The review of all eight CERP strategies and actions comes to end on Friday.

East Oakland AB 617

- August 9, 2023 – Staff held an informational webinar for the launch of the East Oakland Community-Mapping Project and grants available to eligible non-profits located in and serving East Oakland to conduct outreach and get community members to add information to the map. The information gathered through the mapping tool will inform CERP strategy development.
- August 15, 2023 – Staff met with Erin Armstrong from Supervisor Nate Miley’s office to provide an update on the East Oakland AB 617 CERP process and answer questions.
- August 31, 2023 – Staff attended a conflict mediation session with Co-Lead CBE and CSC Co-Chairs, Charles Reed and Aiyahna Johnson. The session was facilitated by Just Cities, LLC.
- September 14, 2023 – The East Oakland Community Steering Committee (CSC) held its 12th meeting. At the meeting, the CSC discussed the CERP Goals and Targets, received presentations from the Rules, Compliance and Enforcement, Meteorology and Measurements and Rules Divisions and an update on the East Oakland Community Mapping Project and grants recipients. CSC members will also be eligible to receive a stipend for gathering information and conducting outreach to support the Community Map Project.
- September 18, 2023 – Staff met with two members of the East Oakland Community Steering Committee to continue discussing and answer questions about the East Oakland CERP Emissions Inventory.

Spare the Air Youth

- July 28, 2023 – Staff supported the Norman Mineta Bay Area Summer Academy meeting where high school fellows made their capstone presentations. This is partnership with MTC. Staff provided gift cards of \$250 each and eco-friendly gift bag items for those that completed the program.

James Cary Smith Community Grant Program

- September 8, 2023 – Staff collaborated with grantee Tri-Valley Air Quality Climate Alliance to submit a letter in support of local government efforts to phase out leaded avgas from use at general aviation airports from the Air District to the Livermore City Council.
- September 13, 2023 – Staff presented information about the Air District in Spanish at a community workshop in the Tenderloin neighborhood of San Francisco organized by grantee Brightline Defense. Staff discussed the Air District’s history and mission, programs, and opportunities to engage with the agency.
- September 28, 2023 – Grantees and staff held a James Cary Smith Grantee Coalition kickoff meeting via Zoom. The coalition aims to increase peer-to-peer collaboration and amplify grantee efforts to improve the health of impacted communities.

Community Advisory Council

- July 20, 2023 – CAC meeting was held at Beale Street. The main agenda item was an informational presentation from Compliance & Enforcement on the Air Quality Complaint Data and Program Review
- Planning continues for the two-day September 14, 2023 – September 15, 2023, CAC Retreat with agenda item content development and meeting logistics. The retreat will be held at the Petaluma Sheraton Hotel.
 - Staff is working on contract for the following: retreat location/AV and Work Plan Retreat Consultant
- August 18, 2023, and August 30, 2023 – Work Plan Ad Hoc committee meetings
- August 7, 2023, August 21, 2023, and August 28, 2023 – EJ Policy Ad Hoc Committee
- August 11, 2023 – The Metropolitan Group started the first set of Director level interviews for Phase one of the EJ Action Plan project that is being co-developed with the EJ Ad Hoc. The interviews are focused on establishing a baseline understanding of Environmental Justice and its application at the Agency.
- September 14, 2023 – September 15, 2023 – A two-day CAC Retreat held at the Petaluma Sheraton Hotel.
- September 18, 2023 – EJ Policy Ad Hoc Committee meeting
- September 29, 2023 – Work Plan Ad Hoc Committee will continue working the work plan post CAC Retreat
- Next CAC Meeting will be taking place on Thursday, November 16, 2023, at the Air District HQ.

School and Home Air Filtration Program

- July 19, 2023 – Staff presented on the school and home air filtration program and gained approval from the Board to clarify and expand eligibility of the JCS grantees to distribute air filters, and to expand the use of vendors, benefits and fully utilize previously approved funding for the RAMP and Asthma Mitigation Project partnership.
- August 23, 2023 – A new MOU was executed for the HOPE Collaborative, A Project of Tides Center, which is a JCS Community Grant Partner, to distribute home air filtration units to East Oakland residents.
- August 31, 2023 – Staff, Suma Peesapati and Veronica Eady met with Brightline staff to discuss their action alert regarding a petition to the Board about access to home air filtration for BIPOC communities and any outstanding issues or concerns. According to the action alert, they plan to deliver the petition to the Board on September 6, 2023.
- Staff are working to bring a request to the Board for funding reallocation to James Cary Smith Community Grantee Partnerships and West Oakland and Richmond resiliency efforts from the overall Home Air Filtration Program funds on Wednesday, November 1, 2023.

Marie Harrison Youth Scholarship

- September 23, 2023 – The Marie Harrison Community Foundation held the inaugural Youth Climate and Environmental Justice Summit at the Southeast Community Center in Bayview Hunters Point. The event was held to encourage youth participation in Climate and Environmental Justice efforts and featured an announcement of the first cohort of recipients of the Marie Harrison Youth Scholarship.

Training

- September 6, 2023 – Staff held a training for recipients of the East Oakland Community Mapping Project grants, East Oakland Collective, Higher Ground, Lifers Leaving a Legacy and Recess Fun. The non-profits will conduct outreach and get community members to add information to the Community Map. The information gathered through the mapping tool will inform CERP strategy development.
- September 13, 2023 – Staff held a training for recipients of the East Oakland Community Mapping Project grants, East Oakland Collective, Higher Ground, Lifers Leaving a Legacy and Recess Fun. The non-profits will conduct outreach and get community members to add information to the Community Map. The information gathered through the mapping tool will inform CERP strategy development.
- September 12, 2023 – Participatory Budgeting training for the Community Benefits Fund Ad Hoc Committee.

STRATEGIC INCENTIVES DIVISION K. SCHKOLNICK, DIRECTOR
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Key Performance Indicators for the period of July 1, 2023, through September 30, 2023.

<i>Project Activity</i>	<i>Qty.</i>	<i>Amount</i>
New Applications Evaluated	51	\$24,512,495
New Contracts Executed	16	\$5,030,583
Approved Changes to Projects (Contracts Amended)	17	\$103,600
Grantee Payments Processed	23	\$5,333,227

<i>Program Activity</i>	<i>Qty.</i>	<i>Description</i>
Funding Agency Disbursements: Funds received from CARB	1	\$1,211,512 – FARMER Year 4 (fiscal year 2021-2022)

Reports	Submitted to CARB	3	<ul style="list-style-type: none"> • CMP Yearly - Year 21 Liquidation, Years 22-24 Cumulative • VW Quarterlies – ZE Freight and Marine program; Light-Duty ZE Infrastructure program
	Submitted to EPA	1	Quarterly - Woodsmoke Reduction Program (Clean HEET)

Program Activities Overview

As of September 2023, more than \$750 million in state and local revenues for incentive programs are being actively managed, including approximately \$100 million in new revenue that will be awarded to eligible projects in FYE 2024, and \$650 million in incentive funding that was previously awarded to projects over the past 10 years that are still being actively managed. Administrative activities include the evaluation of applications received, preparation of recommendations for approval of eligible projects, drafting of contracts for approved projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for recently completed projects, submission of disbursement requests and progress reports to funding sources (e.g., CARB), and participation in and coordination of meetings and educational/informational events. Staff also monitor projects that are in the operational phase for up to 10 years, close out projects that have completed their contractual obligations, and when necessary, take enforcement action for non-compliant projects.

For the award of new funds, staff conduct region-wide and focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other highly impacted areas to maximize emissions reductions in those areas. Staff also work to encourage the replacement of baseline equipment with zero-emission equipment and infrastructure where possible.

Key Program Updates, Accomplishments, and Milestones

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

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

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, marine equipment, and locomotives by replacing these with newer, cleanest available equipment, including zero-emission equipment and supporting infrastructure when possible. Applications are accepted through an online application portal and evaluated under the CMP Guidelines and other applicable guidelines for each funding source.

On June 9, 2023, the Air District closed its Year 23 cycle, which accepted applications on a first-come, first-served basis. Between July 1, 2023, and September 30, 2023, over \$45 million has been awarded to eligible projects. Staff has been working to complete the evaluation of the remaining applications received by June 9, 2023, which either required review (and approval) by the California Air Resources Board and/or additional information from the applicants.

On July 19, 2023, the Air District opened competitive solicitation offering up to \$30 million for the installation of electric charging stations for heavy- and medium-duty vehicles and equipment with at least 80% of the total funds reserved for projects that reduce emissions in priority communities. The program closed on September 12, 2023. Twenty applications were received by the deadline and are currently under review.

The following is a summary of key highlights during this reporting period:

- **Meeting with Air Districts on CAP Incentives Guidelines Draft Updates** – On July 27, 2023, staff met with over 30 incentives staff from other air districts to discuss CARB’s draft updates to the Community Air Protection Program Incentives guidelines. Districts will be providing CARB with feedback by December 8, 2023.
- **Webinar on the Competitive Electric Infrastructure Solicitation** – On August 8, 2023, staff presented information on the solicitation and took questions from attendees.
- **Application for Year 6 of the FARMER Program:** On September 11, 2023, staff applied for up to \$3.4 million in FARMER Year 6 (fiscal year 2023-2024) funds from CARB.
- **CAPCOA Grants Mobile Source and Grants Committee** – Staff participated in monthly committee meetings. Notable items discussed included formation of subcommittees to work on updates to CMP guideline chapters and updates on the CAP Incentive guidelines.

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.

Over \$12 million in TFCA Regional Funds were 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. Between September 19, 2022, and June 9, 2023, projects that were eligible were identified using the solicitation discussed above for CMP and CAP funding. During this quarter staff continued to evaluate projects that were submitted by the June deadline and brought recommendations for eligible projects to the Mobile Source and Climate Impacts Committee and Board of Directors for consideration. Staff also coordinated with external auditors during this quarter on the review of projects that were completed in the prior year.

Staff also continued to coordinate and collaborate with the county representatives who administer **the TFCA 40% funds**. These activities include providing programmatic and technical support, facilitating workgroup meetings, and receiving input to inform future policy updates.

The following is a summary of key highlights during this reporting period:

- **TFCA 40% Fund Workgroup to Discuss Equity** – On July 26, 2023, staff met with designated county administrators to discuss the Air District Community Advisory Council (CAC) meeting on May 19, 2023 in which the 40% fund program was discussed including questions from Council members about how equity plays a role in decision-making for the award of these funds. At the CAC’s request, staff coordinated meetings between the county agency liaisons and CAC council members. Two meetings occurred in September, and two others are scheduled for later in the fall. The meetings were productive and positive connections were made between the transportation agencies that administer the TFCA 40% funds and the community members.
- On September 25, 2023, staff met in Walnut Creek with CAC members representing Contra Costa County and Youth, and representatives from Contra Costa Transportation Authority.
- On September 26, 2023, staff met in San Jose with a CAC member representing Santa Clara County and representatives from Santa Clara Valley Transportation Authority.

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 have been 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 monitor previously awarded projects, submit quarterly reports to CARB, and reimburse grantees for completed projects. Staff is currently evaluating the results from the six cycles since 2008 and has been working with CARB on options for use of remaining funds from project fall-out that accelerated between 2020 and 2023.

Volkswagen (VW) Environmental Mitigation Trust Fund Program

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

- \$10 million for the installation of new public **light duty vehicle infrastructure (LDI)**, including electric and hydrogen fueling stations.

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

On August 31, 2023, staff submitted two quarterly reports to CARB for the LDI and ZEFM programs. During this period, staff attended meetings with the other two VW Administrators and CARB and the following is a summary of key highlights from the VW programs administered by the Bay Area Air District:

- LDI – Hydrogen-Fueling Stations – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to build five new hydrogen stations in California, including two that will be in the Bay Area. Construction is anticipated to be completed for one of these Q4-2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- LDI – Electric Vehicle (EV) Stations - A competitive solicitation offering the available \$5 million was conducted May 11, 2021 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the Air District has executed contracts with grantees for \$4.9 million and is working to contract the remaining funds by the end of 2023.
- ZEFM Program – On August 22, 2023, staff re-opened a solicitation with up to \$20 million available state-wide for eligible off-road freight and marine projects. This solicitation incorporated recently approved modifications to the California Air Resource's Beneficiary Mitigation Plan. Staff continued working with CARB on updates to the program Implementation Manual and guidance and recommendations for further improving the administration and eligibility requirements for the VW ZEFM program. On September 20th, staff hosted a webinar to discuss eligibility criteria, program requirements, and application and approval processes for this program that funds eligible projects throughout California. The webinar had 139 attendees.

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 following multiple delays in construction, the ferry arrived in San Francisco Bay in mid-March 2023. The ferry is anticipated to be ready for operations by Q4 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, and to draft the final project report.

Clean HEET (Woodsmoke Reduction) Incentive Program

The Clean Heating Efficiently with Electric Technology, or Clean HEET, Program will offer up to 300 homeowners grant funding to offset a portion of the cost to replace woodstoves and fireplace-inserts with zero-emission heat pumps. This program is funded by the Environmental Protection Agency (EPA) Targeted Airshed Grant (TAG) program (\$2 million) with match funding provided by the Air District. 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, that can achieve the greatest emissions reductions, and for homeowners who participate in low-income assistance programs.

During this period, the Air District staff worked with an IT contractor to complete updating and testing of the program's grant management system, finalized solicitation and outreach materials, and submitted the TAG 2023 quarterly report to the EPA.

Other Highlights, Updates, and Meetings

- **Port of Oakland 2020 and Beyond Working Group Meeting:** On July 11, 2023, and September 12, 2023, staff attended the working group meeting hosted by Port of Oakland to discuss electrification plans for heavy-duty trucks at the Port. During these meetings port staff provided updates on grants they have applied for and received, and the number of zero-emissions equipment deployed at the Port to date, and Air District staff presented updates about available grant funding offered by the Air District.
- **Bay Area County Transportation Agencies Executive Round Table** – On July 28, 2023, staff attended a meeting with Bay Area County Transportation Agency directors to learn about their transportation plans and share ideas of how the Air District can support.
- **Portland's Electric Island Pilot Program** – On August 1, 2023, staff met with the leaders on Portland's *Electric Island* pilot program to learn more about how they are approaching heavy- and medium-duty electric truck charging, hear about challenges and lessons learned.
- **EV Coordinating Council** – On August 1, 2023, staff attended this meeting hosted by the Air District that included presentations by representatives from PG&E, Tesla, Peninsula Clean Energy, and Energy Conservation Options.
- **West Oakland AB 617 Steering Committee Meeting** - On August 2, 2023, staff provided updates to and received feedback from the Steering Committee on successes and progress on implementation of incentives strategies for the West Oakland Community Emission Reduction Plan, *Owning Our Air*.
- **BAAQMD & CARB FARMER Demonstration Program site visits** – On August 11, 2023, off-road staff met with CARB staff and visited Solectrac's headquarters to get a tour of their operations and zero-emission equipment. Air District and CARB staff later visited Arroyo Lindo Vineyard and Crocker & Starr Winery to see Solectrac and Monarch Tractor zero-emission tractors funded by the FARMER Demonstration Program in operation.
- **Presentation for Congressman Mark DeSaulnier's Office** – On August 17, 2023, staff presented information about the Air District's incentive program for electric charging infrastructure for heavy duty vehicles and equipment to a representative from Congressman DeSaulnier's office.

- **Site visits with Port of Oakland and Golden Gate Trucks dealership** – On August 18, 2023, staff met with the Port of Oakland’s Director Utility and toured their planned areas for zero-emission expansion. Staff also later met with staff at Golden Gate Trucks in Oakland and viewed their zero-emission trucks available for purchase by grantees.
- **West Oakland Community Electrification Committee Meeting:** – On August 18, 2023, and September 29, 2023, staff attended the Port of Oakland’s monthly meeting to coordinate on issues related to electrification of the Port with stakeholders including WOEIP, City of Oakland, EPA, UC Berkeley, EBCE, and Earth Justice, Environmental Defense Fund.
- **Meeting with Board of Director member Noelia Corzo’s office** – On August 22, 2023, staff met with staff from San Mateo County Supervisor, Director Corzo’s, office to share information about the Air District's incentive programs, including the types of funding that are available for school districts.
- **Ocean Going Vessels (OGV) At Berth Remediation Fund** – On September 6, 2023, and October 12, 2023, staff met with staff from CARB and other air districts to review a proposed Memorandum of Understanding.
- **Zero-emission Ride and Drive Event at the Port of Oakland** – On September 15, 2023, staff attended and staffed a booth at a Zero-emission Truck Ride & Drive event at the Port of Oakland to connect with truck drivers and other port tenants to share information about available grant funding from the Air District and the state.
- **MTC’s Active Transportation Working Group** – on September 21, 2023, staff participated in this workgroup that aims to increase active transportation and micro mobility throughout the region.

METEOROLOGY & MEASUREMENT DIVISION
R. CHIANG, DIRECTOR

Air Quality Forecasting

	# of Days	Dates
Spare the Air alerts called for ozone	5	7/14, 7/15, 7/21, 7/22, 8/30
Spare the Air Alerts called for PM _{2.5}	4	9/20-9/23
Exceedances of the national 8-hour ozone standard (70 ppb)	4	7/1, 7/21, 8/15, 8/30
Exceedances of the national 24-hour PM _{2.5} standard (35 µg/m ³)	3	9/20, 9/21, 9/22

During the third quarter of 2023, there were five Spare the Air calls for ozone and four Spare the Air calls for PM_{2.5}. On July 14, 2023, and July 15, 2023, high pressure over the Bay Area produced hot inland temperatures and a moderate sea breeze. A stronger than anticipated sea breeze kept ozone levels lower than forecasted. On July 21, 2023, and July 22, 2023, high pressure over the Bay Area produced hot inland temperatures and light winds, leading to an exceedance of the federal eight-hour ozone standard in the Santa Clara Valley. On August 30, 2023, high pressure over northern California produced light winds in the Bay Area, leading to an exceedance of the federal eight-hour ozone standard in the Santa Clara Valley. On September 19, 2023, smoke from wildfires in southern

Oregon and northern California moved into the Bay Area, leading to exceedances of the 24-hour federal PM_{2.5} standard on September 20, 2023, September 21, 2023, and September 22, 2023.

Laboratory

The laboratory has continued to perform analyses in support of fixed site ambient air monitoring programs including PM₁₀, PM_{2.5}, PM_{coarse}, SASS, toxics canisters, and aldehydes.

In addition to the routine work listed above, during the third quarter, the laboratory:

- Provided guidance and input to Engineering regarding laboratory test methods and reports associated with permits.
- Provided guidance and input to Legal regarding laboratory test methods associated with permits and regulations.
- Performed additional cross-training and refresher training on analysis methods associated with fixed-site air monitoring samples including carbonyl analysis and PM_{2.5} gravimetry.
- Evaluated instrumentation to replace the laboratory's Ion Chromatograph.
- Streamlining and digitalization of processes including moving some paper records to a section SharePoint and making additional progress on divesting from legacy laboratory data systems.

Regulatory Air Monitoring

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

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

Livermore Portola - Additional electrical and grounds work completed at Livermore Portola in preparation for a meteorology tower.

Air Monitoring in Communities Near Refineries - In early October, Tricorn Tech initiated the installation of the MiTap micro GC and conducted a training session with the air district staff. Since then, the instrument has been operational and will undergo an evaluation period.—We will be conducting an initial instrument evaluation for a period of three months by comparing data collected from the Toxic canisters. We are working with the City of Martinez to find a suitable site for additional ambient air monitoring due to the close proximity of nearby refineries.

Community Monitoring

EPA awarded the Air District an Inflation Reduction Act grant for instrument procurement for mobile and portable monitoring. Investigated and began initial testing of new instrument for measuring particulate matter on mobile platform. Moved all operations to new Oakland facility, which is more centrally located for East Oakland measurement campaign. Worked on upgrading security, electrical, internet, and dust proofing in the unit. Began designing and coordinating portable

lab build out, including instrument acceptance testing, install design, data logging, power, and air conditioning. Scheduling instrument training with new instrument vendor.

Performance Evaluation

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (27 monitoring stations, 73 parameters).

- o The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers).
- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H₂S) and sulfur dioxide (SO₂) gas-analyzers were conducted at Marathon Martinez (PBF Energy/Martinez Refinery Company), Chevron, and Valero Refineries. All gas analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- o First and second quarter audit data was uploaded to AQS. Second quarter audit reports were successfully uploaded into the section's database.
- o Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.
- o The section is working through changing gas analyzer audit levels per the EPA's Technical Systems Audit (TSA) finding.

Air Quality Analysis

Monitor Network Planning and Data Analysis

- Continue to coordinate with NACAA Monitoring Steering Committee and US EPA on planning air monitoring program improvements and emerging air toxics issues.
- Disapproved refinery fenceline air monitoring plans (Rule 12-15).
- Continued coordination around ongoing efforts related to the Schnitzer Steel facility
 - o Briefed AD executive management and staff and participated in coordination on analysis work with DTSC regarding the Schnitzer Steel facility
 - o Reviewed available air monitoring information to assist with Air District response to the Schnitzer Steel fire incident on August 9, 2023 – August 10, 2023.
 - o Participated in and prepared materials for meetings of the intra-agency Rapid Response Task Force that was formed in response to the August 9, 2023 – August 10, 2023, incident.
- Began preparation of an assessment of the Air District's particulate matter monitoring network to help ensure alignment of the network with Air District programs, priorities, and resources.
- Began drafting relocation requests for the Livermore – Rincon and Napa Valley College sites.
- Attended the EPA Sensor QA Conference in RTP July 24, 2023 – July 27, 2023.
- Presentation to the Board of Directors on PM_{2.5} Trends and other analyses (July 19, 2023).
- Conducted preliminary analysis of various datasets for woodsmoke presentation including; visualization of PurpleAir sensor daily data from 2018-2022 in an interactive map for

identifying spatial and temporal patterns of PM_{2.5} on Spare the Air or other woodsmoke days, and analysis of major components of speciated PM_{2.5} at San Jose-Jackson for 2022.

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

- Completed documentation of monitoring information, analyses, and insights for CERP technical assessment, including material for an air quality overview and to support categories of key air quality issues.
- Provided monitoring information and helped develop CERP strategies.

AB 617: East Oakland CERP Development

- Continued to provide 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 Meetings (July 19, 2023).
 - Facilitated Bay Air Center support for Greenaction sensor network.
 - Ongoing coordination with Greenaction staff technical support, including review of sensor network data.
 - Ongoing coordination with U.S. EPA on air monitoring oversight at the Shipyard Superfund site to provide comments on the format of providing monitoring data to the public with context.
 - Attended the BVHP CERP CSC Orientation (August 1, 2023)
 - Presented to BVHP youth organization APRI SF on air quality and heat vulnerability in San Francisco (July 21, 2023)
- Participated in the JCS Grant Coalition kick-of meeting with community engagement describing possible future Bay Air Center support (September 28, 2023).
- Supported the Air Quality Collaborative Bay Area launch event including coordinating 375 Beale St. event space (October 4, 2023).
- Presented a Bay Air Center update to the CEHJ Committee (September 20, 2023).
- Continued Bay Air Center support to CARB and EPA grantees
 - Marin City Climate Resilience and Health Justice
 - Latinos United for a New America (East San Jose)
- East Oakland
 - Submitted quarterly progress report for community monitoring grant to EPA.
 - Submitted draft subaward agreements to the Business Office for review.
- Compiled data for speciation, black carbon, and lead data requests for the Environmental Defense Fund for work in Vallejo.

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

- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for 8 new and revised Asbestos Dust Monitoring Plans.
- Provided review and comment on EPA's Fire and Smoke Map, V4
- Provided review and comment on Rules Division fugitive dust draft concepts document.

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 review of hydrogen sulfide monitoring and quality assurance plans.
- Continued refinery CEMS compliance audits in partnership with the Compliance and Enforcement Division.
- Partnered with Compliance and Enforcement Division on facility source test facility and testing location investigations.
- Partnered with Compliance and Enforcement Division on priority compliance investigations.
- Worked with Legal regarding ongoing settlement agreements.
- Participated in Rule 8-8, 9-4 and 9-6 workgroups, and Rule 13-5 implementation.
- Responded to stakeholder comments on South Bay Odor Attribution Study and finalized reports for Executive review.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting.
- Attended Flare-IQ training presentation.
- Attended WeStar Monitoring Compliance and Source Test Observation training.
- Attended monthly EPA source testing guidance meetings.
- Virtually attended EPA Air Sensors Quality Assurance Workshop.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Continued development of source test prioritization system and review of current practices.
- Source tests conducted:
 - Finalized commencement of FTIR source test program and continued expansion of analysis software reference library.
 - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
 - Performance of source tests to determine emissions of particulate matter.
 - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
 - Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
 - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.

- Technical advising to Air District Divisions:
 - Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
 - Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
 - Advice to the Rules Section on upcoming rule development efforts.
 - Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

Recruitment News

New Hires and Promotions

- Adam Arnold, hired to Senior Air Quality Specialist
- Grace Taylor, hired to Assistant Staff Specialist
- William Pochereva, promoted to Air Quality Specialist II
- Nicholas Vandehey, hired to Air Quality Specialist I

EXTERNAL AFFAIRS L. FASANO, OFFICER
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External Affairs General

August 2023

- Administrative Code draft review and comment; The update was presented to the Executive Council on August 21, 2023.
- Staff worked with Sharon Landers on sponsorship strategy; Shared guidance document, Air District sponsorship spreadsheet 2021-2022, and research list.

September 2023

- Staff initiated sponsorship contract for Air and Waste Management Association (A&WMA) 2023 Environmental Justice Conference: From Policy to Practice, Oct. 23-24, and Coalition for Clean Air: 2023 Clean Air Day
- Staff drafted policies to accompany the revised Administrative Code – Sponsorship, Remote Meetings, and Grants.

Commuter Benefits Program

July 2023

- Commuter Benefits Program research on employers who comply through Option 5 Telework. Staff looking at making a recommendation regarding Telework for the program. Staff is also analyzing how many Bay Area employers comply with the Commuter Benefits Program by offering telework. The analysis will be presented to determine if the current telework option is a sufficient compliance measure.

- Staff developing recommendations for Telework compliance for the program.
- Staff participated in user acceptance testing for the new Commuter Benefits Program data management portal on July 20, 2023.

August 2023

- Air District staff received training on the new Salesforce data management portal for the Commuter Benefits Program.
- Staff continues to coordinate with the Metropolitan Transportation Commission Commuter Benefits Program team on the transition of database the new Salesforce database. Staff determining when press release and social media posts will be posted.

September 2023

- Staff met with MTC for the monthly Commuter Benefits Program meeting and discussed transition to the new registration system, notification to employers of new system, timing for press release announcing new system, Commuter Benefits Program strategic plan development and potential update to Option 5 compliance requirement.
- Staff continue to work with MTC to resolve access issues with the new registration system.

Flex Your Commute

August 2023

- Staff coordinating with Web Team on updates to the Flex Your Commute website before campaign relaunch. Adding photos and testimonials to webpages.

Sponsorships

- Air & Waste Management Association's 2023 Environmental Justice Conference: From Policy to Practice
- Coalition for Clean Air: 2023 Clean Air Day

STATISTICS

<u>Administrative Services:</u>		<u>Human Resources:</u>	
Accounting/Purchasing/Comm.		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1411	Management Projects (Hrs.)	400
Purchase Orders Issued	544	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	4526	Training Sessions Conducted (Group)	0
Contracts Completed	142	Training Sessions Conducted (Individual)	13
RFP/RFQ	8	Applications Processed	549
		Exams Conducted	26
<u>Executive Office:</u>		New Hires	19
APCO'S Meetings Attended	264	Promotions	15
Board Meetings Held (including Budget Hearing and CAF)	4	Separations	10
Committee Meetings Held	5	Safety/Wellness Administration	150
Advisory Council/Community Advisory Council Meetings Held	4	Inquiries	4000
Hearing Board Meetings Held	1		
New Variances/Appeals/Accusations Received	3		
		<u>Communications and Public Information:</u>	
<u>Information Systems:</u>		Responses to Media Inquires	136
New Installation Completed	19	Events Staffed with Air District Booth	16
PC Upgrades Completed	20		
Service Calls Completed	810	<u>Community Engagement:</u>	
		Presentations Made	7
<u>Facility/Vehicle:</u>		Visitors	0
Request for Facility Service	56	Air District Tours	0
Vehicle Request(s)	69	Community Meetings Attended	30
Vehicle Maintenance/Service/Repair(s)	71		

STATISTICS (cont'd)

<u>Compliance Assurance Program:</u>		<u>Compliance and Enforcement Division:</u>	
Industrial Inspections Conducted	1782	<u>Enforcement Program</u>	
Gas Station Inspection Conducted	305	Violations Resulting in Notices of Violations	370
Open Burning Inspections Conducted	0	Violations Resulting in Notice to Comply	36
PERP Inspections Requested	246	New Hearing Board Cases Reviewed	6
PERP Inspections Conducted	3	Reportable Compliance Activity Investigated	180
BUGs Inspections Conducted	0	General Complaints Investigated	588
Mobile Source Inspections	0	Wood Smoke Complaints Received	203
Grant Inspections Conducted	25	Mobile Source Violations	0
SF Restaurant Complaints	12		
		<u>Compliance Assistance and Operations Program:</u>	
<u>Engineering Division:</u>		Asbestos Jobs Received	1430
Annual Update Packages Completed	1195	NOA Plans Received	3
New Applications Received	234	NOA Plans Approved	8
Authorities to Construct Issued	135	NOA Inspections Conducted	152
Permits to Operate Issued (New and Modified)	96	Coating and other Petitions Evaluated	6
Permit Exemptions (Entire application deemed exempt)	3	Open Burn Notifications Received	37
New Facilities Added	85	Prescribed Burn Plans Evaluated	11
Registrations (New)	17	Tank/Soil Removal Notifications Received	17
Health Risk Assessments (HRA) Received	62	Compliance Assistance Inquiries Received	7
		Green Business Reviews	2
		Refinery Flare Notification	10
<u>Meteorology Measurements & Rules:</u>			
<u>Laboratory</u>		<u>Ground Level Monitoring (GLM)</u>	
Analyses Performed	1284	July - Oct. Ground Level Monitoring SO ₂ Excess Reports	0
Inter-Laboratory Analyses	0	July – Oct. Ground Level Monitoring H ₂ S Excess Reports	0

STATISTICS (cont'd)			
<u>Continuous Emissions Monitoring (CEM)</u>		<u>Meteorology Measurements & Rules:</u>	
Indicated Excess Emission Reports Evaluated	13	3rd Quarter 2023 Ambient Air Monitoring	
Monthly CEM Reports Reviewed	106	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	3
Indicated Excesses from CEM	6	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Field Accuracy Tests Performed	5	Days Exceeding State 24-Hour PM ₁₀ Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	4
<u>Source Test</u>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	4
Total Source Tests	49		
Pending Source Tests	0	Particulate Totals, Year to Date 2023	
Further Evaluation Notices Recommended	11	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	3
Contractor Source Tests Reviewed	3,873	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Outside Test Observed	9	Days Exceeding State 24-Hour PM ₁₀ Std.	0
Further Evaluation Notices Recommended After Review	22		
Contractor Source Test Protocols Reviewed	47	Ozone Totals, Year to Date 2023	
Contractor Source Tests invalidated	7	Days Exceeding State 1-Hour Ozone Std.	4
		Days Exceeding Nat'l 8-Hour Ozone Std.	0
3rd Quarter 2023 Agricultural Burn Days		Days Exceeding State 8-Hour Ozone Std.	4
July - Sept. Permissive Burn Days-North	56		
July - Sept. No-Burn Days-North	36		
July - Sept. Permissive Burn Days-South	55		
July - Sept. No-Burn Days-South	37		
July - Sept. Permissive Burn Days-Coastal	54		
July - Sept. No-Burn Days-Coastal	38		

These facilities have received one or more Notices of Violations
Report period: July 1, 2023 – September 30, 2023

Alameda County				
Status Date	Site #	Site Name	City	Regulation Title
8/30/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
8/30/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
8/30/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
8/30/2023	E3904	Sila Nanotechnologies Inc	Alameda	Failure to Meet Permit Conditions
7/25/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	California Code of Regulations
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	California Code of Regulations
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
7/27/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	California Code of Regulations
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Failure to Meet Permit Conditions
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
8/24/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
8/31/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Failure to Meet Permit Conditions
8/31/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Monitoring of Wellheads
9/19/2023	FC260	ARCO Facility #00414 - Shazady Khan	Berkeley	Gasoline Dispensing Facility Phase I Requirements
9/19/2023	FC260	ARCO Facility #00414 - Shazady Khan	Berkeley	Failure to Meet Permit Conditions
7/13/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/13/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/17/2023	A8391	Western Digital Technologies	Fremont	Failure to Meet Permit Conditions
7/19/2023	A1438	Tesla, Inc	Fremont	Surface Preparation and Cleanup Solvent
7/19/2023	A1438	Tesla, Inc	Fremont	Surface Preparation and Cleanup Solvent
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/19/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/4/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/4/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/4/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/4/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/4/2023	B2001	Quikrete Northern California	Fremont	Failure to Meet Permit Conditions
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/23/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
8/23/2023	A1438	Tesla, Inc	Fremont	California Code of Regulations
8/29/2023	A1438	Tesla, Inc	Fremont	Compliance with Material Representations With Permit Applications
8/31/2023	A1438	Tesla, Inc	Fremont	Right of Access to Information
9/14/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/14/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/14/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
9/21/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/21/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources

**These facilities have received one or more Notices of Violations
Report period: July 1, 2023 – September 30, 2023
(continued)**

Alameda County (Continued)				
Status Date	Site #	Site Name	City	Regulation Title
7/5/2023	Z1137	Port Of Oakland	Oakland	GDF Phase I Equipment Not Maintained
7/25/2023	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
7/25/2023	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
7/26/2023	E4537	Argent Materials Inc	Oakland	No Authority to Construct
7/26/2023	E4537	Argent Materials Inc	Oakland	No Permit to Operate
8/10/2023	A0208	Schnitzer Steel Products Company	Oakland	Public Nuisance
8/10/2023	A0208	Schnitzer Steel Products Company	Oakland	Open Burning; Prohibition of Fires
8/10/2023	A0208	Schnitzer Steel Products Company	Oakland	Excessive Visible Emissions
9/12/2023	FC217	SFD	Oakland	Demolition, Renovation, and Removal Requirement
9/15/2023	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
9/15/2023	A0208	Schnitzer Steel Products Company	Oakland	Metal Recycling and Shredding Compliance with Emissions Minimization
7/20/2023	D1031	Shadow Cliffs Park	Pleasanton	Failure to Meet Permit Conditions
7/20/2023	D1031	Shadow Cliffs Park	Pleasanton	GDF Phase I Requirements
8/8/2023	B4976	Thermo Fisher Scientific	Pleasanton	Failure to Meet Permit Conditions
9/19/2023	FC262	Marina Food Market	San Leandro	GDF Phase II Equipment Not Maintained
7/20/2023	A0802	DeSilva Gates Construction, LP	Sunol	Failure to Meet Permit Conditions
8/1/2023	FC041	W.M. Lyles Co.	Union City	No Authority to Construct
8/1/2023	FC041	W.M. Lyles Co.	Union City	No Permit to Operate
8/1/2023	FC041	W.M. Lyles Co.	Union City	Standards for New Stationary Sources
8/31/2023	A0083	United States Pipe & Foundry Company, LLC	Union City	Failure to Meet Permit Conditions
9/14/2023	A3256	Turk Island Solid Waste Disposal Site	Union City	Failure to Meet Permit Conditions
9/14/2023	A3256	Turk Island Solid Waste Disposal Site	Union City	Parametric Monitoring and Recordkeeping Procedures
9/14/2023	A3256	Turk Island Solid Waste Disposal Site	Union City	Parametric Monitoring and Recordkeeping Procedures
Contra Costa County				
Status Date	Site #	Site Name	City	Regulation Title
9/26/2023	B9730	Mariposa Energy, LLC	Byron	Continuous Emission Monitoring and Recordkeeping
9/26/2023	B9730	Mariposa Energy, LLC	Byron	Continuous Emission Monitoring and Recordkeeping
9/26/2023	B9730	Mariposa Energy, LLC	Byron	Continuous Emission Monitoring and Recordkeeping
9/26/2023	B9730	Mariposa Energy, LLC	Byron	Continuous Emission Monitoring and Recordkeeping
7/5/2023	Z4381	Grand Petroleum Inc.	Concord	GDF Phase I Equipment Not Maintained
8/8/2023	B1911	C & H Sugar Company, Inc	Crockett	Right to Access to Information
9/11/2023	B1911	C & H Sugar Company, Inc	Crockett	Non-Compliance; Major Facility Review
9/11/2023	B1911	C & H Sugar Company, Inc	Crockett	Non-Compliance; Major Facility Review
9/11/2023	B1911	C & H Sugar Company, Inc	Crockett	Non-Compliance; Major Facility Review
9/26/2023	FC308	Danville Gas & Car Wash	Danville	GDF Phase II Equipment Not Maintained
7/11/2023	A0011	Martinez Refining Company LLC	Martinez	Public Nuisance
8/9/2023	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
8/18/2023	B2758	Tesorero Refining & Marketing Company, LLC	Martinez	Organic Compounds Requirements for External Floating Roof Tanks
8/31/2023	A0011	Martinez Refining Company LLC	Martinez	Right to Access to Information
8/31/2023	A0011	Martinez Refining Company LLC	Martinez	Right to Access to Information
9/1/2023	A0011	Martinez Refining Company LLC	Martinez	Organic Compounds Equipment Leaks General
9/8/2023	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
9/12/2023	A0011	Martinez Refining Company LLC	Martinez	Particulate Matter - Visible Particles
9/26/2023	A0011	Martinez Refining Company LLC	Martinez	Right to Access to Information
8/10/2023	A4618	Keller Canyon Landfill Company	Pittsburg	Landfill Surface Requirements
8/15/2023	FC147	Unocal #2705704	Pittsburg	No Authority to Construct
9/26/2023	B9931	K2 Pure Solutions Nocal, LP	Pittsburg	No Permit to Operate
9/26/2023	A4618	Keller Canyon Landfill Company	Pittsburg	Landfill Emission Control System Requirement
9/26/2023	A4618	Keller Canyon Landfill Company	Pittsburg	Landfill Surface Requirements
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	No Permit to Operate
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants

These facilities have received one or more Notices of Violations
Report period: July 1, 2023 – September 30, 2023
(continued)

Contra Costa County (Continued)				
Status				
Date	Site #	Site Name	City	Regulation Title
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/3/2023	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
7/3/2023	A0010	Chevron Products Company	Richmond	Standards for New Stationary Sources
7/6/2023	FC027	Advanced Lubrication Specialties	Richmond	No Authority to Construct
7/6/2023	FC027	Advanced Lubrication Specialties	Richmond	No Permit to Operate
7/6/2023	FC027	Advanced Lubrication Specialties	Richmond	Public Nuisance
7/6/2023	FC027	Advanced Lubrication Specialties	Richmond	Inorganic Gaseous Pollutants Final Emission Limits
7/30/2023	A0010	Chevron Products Company	Richmond	Right of Access to Premises
8/24/2023	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/24/2023	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/24/2023	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/24/2023	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/24/2023	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Public Nuisance
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/18/2023	A0010	Chevron Products Company	Richmond	Opacity Limitation
9/18/2023	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review

These facilities have received one or more Notices of Violations
Report period: July 1, 2023 – September 30, 2023
(continued)

Contra Costa County (Continued)				
Status Date	Site #	Site Name	City	Regulation Title
7/5/2023	B7419	Air Liquide Large Industries US LP	Rodeo	Non-Compliance; Major Facility Review
7/17/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
7/17/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
8/18/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Parametric Monitoring and Recordkeeping Procedures
8/18/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Inorganic Gaseous Pollutants Emissions Limits
8/18/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards for New Stationary Sources
9/19/2023	B7419	Air Liquide Large Industries US LP	Rodeo	Non-Compliance; Major Facility Review
9/22/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	California Code of Regulations
9/22/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Continuous Emission Monitoring and Recordkeeping
9/22/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Continuous Emission Monitoring and Recordkeeping
7/21/2023	Z9761	Mobil Gas & Car Wash	Walnut Creek	GDF Phase II Equipment Not Maintained
Marin County				
Status Date	Site #	Site Name	City	Regulation Title
9/11/2023	Z8127	Tiburon Chevron	Mill Valley	GDF Phase II Requirements
Napa County				
Status Date	Site #	Site Name	City	Regulation Title
8/10/2023	B1247	Clover Flat Resource & Recovery Park	Calistoga	Standards for New Stationary Sources
9/14/2023	B1247	Clover Flat Resource & Recovery Park	Calistoga	Landfill Surface Requirements
9/14/2023	B1247	Clover Flat Resource & Recovery Park	Calistoga	Standards for New Stationary Sources
9/5/2023	FA379	Jefferson Car Wash INC	Napa	No Authority to Construct
9/5/2023	FA379	Jefferson Car Wash INC	Napa	No Permit to Operate
San Francisco County				
Status Date	Site #	Site Name	City	Regulation Title
7/10/2023	A4116	San Francisco Public Utilities Commission	San Francisco	Failure to Meet Permit Conditions
7/19/2023	B0240	US Coast Guard	San Francisco	No Permit to Operate
7/19/2023	B0240	US Coast Guard	San Francisco	Failure to Meet Permit Conditions
8/3/2023	Z9097	Lawton 76	San Francisco	Failure to Meet Permit Conditions
8/3/2023	Z9097	Lawton 76	San Francisco	GDF Phase II Equipment Not Maintained
8/3/2023	Z9097	Lawton 76	San Francisco	GDF Phase II Requirements
8/14/2023	A6166	Anschutz Printing Company	San Francisco	Failure to Meet Permit Conditions
8/14/2023	A6166	Anschutz Printing Company	San Francisco	Cleaning Product Requirements
8/30/2023	FC101	SFD	San Francisco	Asbestos; Written Plan or Notification
9/22/2023	Z9295	Salkhi Petroleum Inc	San Francisco	GDF Phase I Equipment Not Maintained
San Mateo County				
Status Date	Site #	Site Name	City	Regulation Title
7/25/2023	A1533	Sewer Authority Mid-Coastside	Half Moon Bay	Final Emission Limits
7/26/2023	C7699	Half Moon Bay Alliance	Half Moon Bay	GDF Phase I Equipment Not Maintained
8/8/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Standards for New Stationary Sources
8/8/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Standards for New Stationary Sources
8/30/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Landfill Emission Control System Requirement
8/30/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Landfill Surface Requirements
7/25/2023	FC078	Gateway Shell	Pacifica	GDF Phase I Equipment Not Maintained
8/22/2023	FC157	Alliance Gasoline	Pescadero	GDF Phase II Requirements
7/21/2023	FC040	MFD	San Bruno	Improper Demolition, Renovation and Removal
7/21/2023	FC040	MFD	San Bruno	Waste Disposal Procedures
7/21/2023	FC040	MFD	San Bruno	Asbestos; Written Plan or Notification
8/10/2023	B5348	Skyline Colleges	San Bruno	No Authority to Construct
8/10/2023	B5348	Skyline Colleges	San Bruno	No Permit to Operate
8/10/2023	C9310	Rollingwood 76 - Sahbhagi Corp	San Bruno	GDF Phase I Equipment Not Maintained
8/23/2023	FC164	Roaring Kitten Inc. Tanforan Shell	San Bruno	GDF Operating Practices
9/7/2023	FC213	Tanforan Shell	San Bruno	Failure to Meet Permit Conditions
9/28/2023	FC301	Rollingwood Chevron	San Bruno	GDF Phase I Requirements
8/23/2023	A1784	San Francisco International Airport	San Francisco	Non-Compliance; Major Facility Review
8/23/2023	A1784	San Francisco International Airport	San Francisco	Non-Compliance; Major Facility Review
8/23/2023	A1784	San Francisco International Airport	San Francisco	No Authority to Construct
8/23/2023	A1784	San Francisco International Airport	San Francisco	No Permit to Operate
8/29/2023	A1784	San Francisco International Airport	San Francisco	GDF Phase I Equipment Not Maintained
8/10/2023	FC092	Woodlake Association	San Mateo	Improper Demolition, Renovation and Removal
8/10/2023	FC092	Woodlake Association	San Mateo	Waste Disposal Procedures
8/10/2023	FC092	Woodlake Association	San Mateo	Asbestos; Written Plan or Notification
8/21/2023	E3626	Graphic Sportswear	South San Francisco	No Authority to Construct
8/21/2023	E3626	Graphic Sportswear	South San Francisco	No Permit to Operate

These facilities have received one or more Notices of Violations
Report period: July 1, 2023 – September 30, 2023
(continued)

Santa Clara County				
Status Date	Site #	Site Name	City	RegulationTitle
7/5/2023	W0250	ARCO Facility #05370	Campbell	GDF Phase I Equipment Not Maintained
9/5/2023	A0017	Lehigh Southwest Cement Company	Cupertino	Non-Compliance; Major Facility Review
9/5/2023	A0017	Lehigh Southwest Cement Company	Cupertino	Failure to Meet Permit Conditions
8/17/2023	V5938	Westwood Chevron	Gilroy	GDF Phase II Requirements
9/28/2023	Z1485	Monterey Chevron	Gilroy	Failure to Meet Permit Conditions
9/14/2023	A9013	International Disposal Corp of CA	Milpitas	Landfill Emission Control System Requirement
9/14/2023	A9013	International Disposal Corp of CA	Milpitas	Landfill Surface Requirements
9/14/2023	A9013	International Disposal Corp of CA	Milpitas	Standards for New Stationary Sources
7/6/2023	FC026	Gidda Enterprises, inc	San Jose	Failure to Meet Permit Conditions
7/11/2023	FC042	Valero Refining Co. SS#7263	San Jose	GDF Phase I Requirements
8/8/2023	FC197	Meridian Chevron Auto Service	San Jose	GDF Phase I Requirements
9/7/2023	FC226	Valero Station	San Jose	Asbestos; Schedule Changes and Updates
9/12/2023	FC238	Valero Food & Gas	San Jose	GDF Phase I Requirements
9/12/2023	FC238	Valero Food & Gas	San Jose	GDF Phase II Equipment Not Maintained
9/13/2023	Y5189	Chevron REO Inc	San Jose	GDF Phase II Requirements
9/14/2023	A0115	Southern Counties Oil Co, LP dba S C Fuels	San Jose	Reporting, Excavation of Contaminated Soil
9/20/2023	B4234	Pacheco's Body Shop	San Jose	No Permit to Operate
9/21/2023	FB733	Berryessa Chevron #96215	San Jose	GDF Phase II Equipment Not Maintained
8/16/2023	B8665	Cytxera Communications, LLC	Santa Clara	Failure to Meet Permit Conditions
9/29/2023	A3464	City of Santa Clara	Santa Clara	Landfill Emission Control System Requirement
7/17/2023	B2867	Wyant & Smith Crematory	Sunnyvale	Failure to Meet Permit Conditions
9/27/2023	A0055	Lockheed Martin Corporation	Sunnyvale	GDF Phase II Requirements
Solano County				
Status Date	Site #	Site Name	City	RegulationTitle
7/7/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
7/7/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Miscellaneous Operations
7/7/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Miscellaneous Operations
7/7/2023	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
7/24/2023	B2626	Valero Refining Company - California	Benicia	Continuous Emission Monitoring and Recordkeeping
8/8/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Nonrepairable Equipment
9/1/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Miscellaneous Operations
9/1/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
9/1/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
Sonoma County				
Status Date	Site #	Site Name	City	RegulationTitle
8/30/2023	FC186	COM	Petaluma	Asbestos; Written Plan or Notification
8/30/2023	FC186	COM	Petaluma	Demolition, Renovation, and Removal Requirement
7/31/2023	FC093	ARCO AmPm Facility #6509	Santa Rosa	GDF Phase II Equipment Not Maintained
9/5/2023	FC207	Rotten Robbie #60	Santa Rosa	Failure to Meet Permit Conditions
9/6/2023	FC210	COM	Santa Rosa	Asbestos; Containment Requirement
9/6/2023	FC210	COM	Santa Rosa	Asbestos; Schedule Changes and Updates
9/26/2023	FB927	Cleveland Avenue Gas	Santa Rosa	GDF Phase I Equipment Not Maintained
9/26/2023	FB927	Cleveland Avenue Gas	Santa Rosa	Emission Source Data

**Closed Notice of Violations with Penalties by County
July 1, 2023 – September 30, 2023**

Alameda

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Au Energy LLC	Z1937	Fremont	\$2,250	5
Berkeley Gas & Smog	Y5214	Berkeley	\$1,000	1
Cal Trans/ San Leandro Equip Shop 4	FB115	San Leandro	\$3,000	1
Martinez Carwash	Z3870	Fremont	\$800	1
Mission Valley Rock Co	A0595	Sunol	\$5,000	1
Sat Singh	FA521	Sunol	\$950	3
University of California, Berkeley	A0059	Berkeley	\$2,000	1

Alameda Total Violations Closed: 13

Contra Costa

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Arco Car Wash	Y6072	Concord	\$500	2
Chevron Stations Inc.	FB984	San Ramon	\$500	1
Concord Ready Mix Inc	E3796	Antioch	\$35,000	2
Mariposa Energy, LLC	B9730	Byron	\$3,000	1

Contra Costa Total Violations Closed: 6

Napa

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Chateau Montelena	E3940	Calistoga	\$500	1
Clover Flat Resource & Recovery Park	B1247	Calistoga	\$24,500	10

Napa Total Violations Closed: 11

San Francisco

Site Name	Site #	City	Penalty Amount	# of Violations Closed
City & County of San Francisco	FA110	San Francisco	\$1,450	5
Union 76 Branded	Z2895	San Francisco	\$4,500	1

San Francisco Total Violations Closed: 6

San Mateo

Site Name	Site #	City	Penalty Amount	# of Violations Closed
A&M Properties	Y3495	South San Francisco	\$5,500	2
A&M Properties, LP	FB060	South San Francisco	\$3,500	2
Chevron Service Station	P5922	Redwood City	\$450	1
Peninsula Country Club	Z0456	San Mateo	\$3,000	1
Sutter Bay Hospitals dba Mills-Peninsula Health	FC091	San Mateo	\$3,000	1
Zareh Samurkashian	FB886	Redwood City	\$500	1

San Mateo Total Violations Closed: 8

Santa Clara

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Ali's Construction & Remodel	FB543	San Jose	\$500	1
Arco #06223	Y9204	San Jose	\$4,750	2
Bay Area Auto Care	FB013	Sunnyvale	\$1,100	1
Cintas Corporation	E3156	Gilroy	\$6,000	1
City of Palo Alto	FB840	Palo Alto	\$1,500	1
Great Gas San Pablo Inc	FB367	Santa Clara	\$1,500	2
Hadad Enterprises, Inc.	Z8882	Sunnyvale	\$200	1
Kirby Petroleum Inc	Z5213	Los Gatos	\$3,000	3
Lam Bao Corporation	FB732	San Jose	\$750	1
Mike Martin	FB547	Morgan Hill	\$1,000	1
National Petroleum Sunnyvale	FB660	San Jose	\$500	1
O'Connor Hospital	FB797	San Jose	\$2,500	1
Wyant & Smith Crematory	B2867	Sunnyvale	\$2,500	1

Santa Clara Total Violations Closed: 17

Solano

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Diamond Petroleum Inc dba Marina	Z5741	Suisun City	\$700	3

Solano Total Violations Closed: 3

Sonoma

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Curran Enviromental Services Inc.	Z9380	Petaluma	\$500	1
Reiter Construction	FA046	Sonoma	\$2,000	1
Santa Rosa Water - Laguna Treatment Plant	A1403	Santa Rosa	\$6,000	1
SFD	FB591	Sebastopol	\$650	1

Sonoma Total Violations Closed: 4**Company Address Outside of Bay Area**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
1-888-4-Abatement Inc	FB682	Chico	\$1,500	1
BP Products North America	Z9632	Artesia	\$500	1
Grupe Homes	Z8414	Stockton	\$16,000	1
H&S Energy Products, LLC	FB468	Orange	\$1,500	2
Southern Counties Oil Co.	Z8980	Orange	\$3,500	3
Sunstate Equipment Co. LLC	FB728	Phoenix	\$500	1

District Wide Total Violations Closed: 9

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: December 6, 2023

Re: Proposed Regulatory Agenda for 2024

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Each year, the Air District is required by Health and Safety Code section 40923 to publish a list of regulatory measures scheduled or tentatively scheduled for consideration during the next calendar year. If a measure is not on this list, it may not be brought before the Board of Directors unless it is necessary to:

1. Satisfy federal requirements;
2. Abate a substantial endangerment to public health or welfare;
3. Comply with state toxic air contaminant requirements;
4. Comply with California Air Resources Board (CARB) requirement that the Air District adopt contingency measures due to inadequate progress towards attainment;
5. Preserve an existing rule’s “original intent;” or
6. Allow for alternative compliance under an existing rule.

DISCUSSION

The list below includes all measures that may potentially come before the Board in calendar year 2024.

Regulation, Rule	Title
Reg. 2, Rule 1	Permits, General Requirements
Reg. 2, Rule 2	Permits, New Source Review
Reg. 2, Rule 5	Permits, New Source Review for Toxic Air Contaminants
Reg. 3	Fees
Reg. 5	Open Burning

Reg. 6	Particulate Matter, Common Definitions and Test Methods
Reg. 6, Rule 1	Particulate Matter, General Requirements
Reg. 6, Rule 3	Particulate Matter, Wood-Burning Devices
Reg. 6, Rule 4	Particulate Matter, Metal Recycling and Shredding Operations
Reg. 6, Rule 6	Particulate Matter, Prohibition of Trackout
Reg. 8, Rule 2	Organic Compounds, Miscellaneous Operations
Reg. 8, Rule 8	Organic Compounds, Wastewater Collection and Separation Systems
Reg. 8, Rule 18	Organic Compounds, Equipment Leaks
Reg. 8, Rule 34	Organic Compounds, Solid Waste Disposal Sites
Reg. 10	Standards of Performance for New Stationary Sources
Reg. 11, Rule 10	Hazardous Pollutants, Hexavalent Chromium Emissions From All Cooling Towers and Total Hydrocarbon Emissions from Refinery Cooling Towers
Reg. 11, Rule 18	Hazardous Pollutants, Reduction of Risks from Air Toxic Emissions at Existing Facilities
Reg. 12, Rule 11	Miscellaneous Standards of Performance, Flare Monitoring at Refineries
Reg. 12, Rule 12	Miscellaneous Standards of Performance, Flares at Refineries
Reg. 12, Rule 13	Miscellaneous Standards of Performance, Foundry and Forging Operations
Reg. 12, Rule 15	Miscellaneous Standards of Performance, Refining Emissions Tracking
Reg. and Rule TBD	Indirect Source Review

All new rules and rule amendments must be adopted at a public hearing conducted by the Board of Directors of the Air District. Public comment is accepted at these hearings. Public notice of hearings is provided as required by law. In addition, the Air District staff typically conducts public workshops and provides opportunities for oral and written comments before scheduling a rule for public hearing for the Board's consideration. Information on workshops, hearings, and other rule development issues may be obtained from the Air District website.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Elizabeth Yura
Reviewed by: Greg Nudd

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Bauters, and
Members of the Bay Area Air Quality Management District Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Authorization to Execute Contracts for Grant Projects over \$500,000 for Electric Vehicle Infrastructure Projects

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Approve the award of incentive funding to the recommended projects that will install electric charging stations for medium- and heavy-duty vehicles and equipment as shown in Attachment 1, and
2. Authorize the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding, and to execute grant agreements and amendments for the projects.

BACKGROUND

Carl Moyer Program and Mobile Source Incentive Fund

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in 1998. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NO_x), 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 percent of CMP funds must be awarded 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).

Community Air Protection Program - Incentives

In 2017, AB 617 directed CARB, in conjunction with local air districts to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified 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 Incentives funds may be used to fund projects that are eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, CAPP Incentive funds may also potentially be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAPP Incentives funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

Funding Agricultural Replacement Measures for Emission Reductions

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

Transportation Fund for Clean Air

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund for Clean Air (TFCA) are set forth in HSC Sections 44241 and 44242. Sixty percent of TFCA monies 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 legislation also requires the remaining forty

percent to be allocated by formula to the nine designated Bay Area transportation agencies, who in turn award these monies to eligible projects within their county. Each year, the Air District's Board of Directors (Board) allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. On April 5, 2023, the Board authorized funding allocations of the sixty-percent portion of the TFCA revenue for use in FYE 2024, and cost-effectiveness limits for Air District-sponsored programs that will be implemented during FYE 2024. On May 17, 2023, the Board adopted policies and evaluation criteria that will govern use of the 60% portion during FYE 2024. This report discusses only the 60% Funds, which is the portion that is awarded directly by the Air District.

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 CMP, TFCA, CAPP, MSIF and FARMER projects with proposed awards greater than \$500,000, staff bring recommendations of these projects to the Board for consideration.

Competitive Infrastructure Solicitation

The transition from combustion vehicles and equipment to zero emissions has many unique challenges including concerns from fleet owners and operators about the availability of charging and refueling stations. To help fleets prepare for the adoption of zero-emissions medium- and heavy-duty vehicles and equipment, the Air District developed a new incentive program offering up to \$30 million for projects that will install electric charging infrastructure to support the adoption of zero-emission heavy-duty vehicles and equipment.

The Air District began a public input process in early 2023 with an invitation to attend a pre-solicitation workshop emailed to over 6,000 people. The workshop, held on April 11, 2023, discussed the idea for a dedicated competitive solicitation and requested public input. Over 60 attendees were present, and staff responded to the approximately 30 written and oral comments and questions. Staff also held conversations with fleet owners and other stakeholders located throughout the Air District's jurisdiction, including transit agencies, private businesses, Port of Oakland, and the City of Richmond. Based on the input received, staff developed the proposed program and evaluation criteria and presented these to the Mobile Source and Climate Impacts Committee (MSCIC) on June 14, 2023. On June 21, the Board of Directors approved the report of the MSCIC that included the proposed evaluation and ranking criteria.

The Board-approved evaluation and ranking criteria included:

- Projects would first be reviewed to determine whether the chargers will be used at the proposed location by evaluating applicant's Statement of Need documentation such as:
 - Evidence that the applicant or another entity owns or has a purchase order for equipment that would use the chargers.
 - Evidence that there is going to be a need for the chargers, such as an upcoming compliance deadline coupled with documentation about the inventory of vehicles in the area.
 - Other documentation showing that chargers would be used within three years or

sooner for reasons not listed here.

- Next, eligible projects would be evaluated to determine their potential to be completed within two years, as evidenced by their meeting at least two of the Readiness Criteria:
 - California Environmental Quality Act (CEQA): Filed notice of exemption or a completed CEQA determination
 - Permits obtained or determination that no permits are required
 - Design completed
 - Approved site plan
 - Utility assessment of the site that includes distance to grid and/or power access
- Next, all highly ready and needed projects would be ranked by grant dollars requested divided by total amount of kilowatts (kW) available for charging at the site.

At least 80% of the available funds will be awarded to Priority Communities. Priority Communities include those that have been identified through the AB617, i.e. West and East Oakland in Alameda County, Richmond San/Pablo in Contra Costa County, and Bay View Hunters Point in San Francisco, and Disadvantaged Communities (DAC) and low-income communities (LIC) as identified by CalEnviroScreen (website: <https://webmaps.arb.ca.gov/PriorityPopulations/>).

In addition, all the projects that are selected for award will also have to meet the basic eligibility requirements of the Carl Moyer Program guidelines.

DISCUSSION

As of July 1, 2023, the Air District had approximately \$145 million available in CMP, MSIF, CAPP Incentives, FARMER, and TFCA funds for eligible projects from new revenue and prior year funds. Up to \$30 million of this was reserved to fund projects through a competitive infrastructure solicitation.

Applications for the competitive solicitation were accepted between July 19, 2023 and September 12, 2023, and 20 applications were received by the deadline. Staff completed the initial review and 13 applications were found to be eligible. Although the solicitation was not oversubscribed, staff ranked the projects using the approved evaluation criteria and is recommending approval of the award of up to \$19.5 million to the eligible projects from a combination of CMP, MSIF, CAPP Incentives, and TFCA revenues.

\$15.6 million, or 80% of the program funding is proposed for award to projects that reduce emissions in Priority Communities. Attachment 1 shows the recommended projects in ranked order and provides additional information on each project. The list of recommended projects also includes six off-road projects sponsored by the City and County of San Francisco that are recommended but require additional review and approval by the CARB. Pending CARB's approval, the proposed grant awards to these may be reduced from the amounts shown.

Status of funds for fiscal year 2023-2024

Attachment 2 lists key information about the eligible projects that have been either recommended for award or awarded by the Air District between July 1, 2023, and November 8, 2023. As of November 8, 2023, over \$69.4 million has been awarded or recommended, including \$7.1 million that is allocated to “regional” projects that benefit all communities or where the benefit has not yet been determined. Of the remaining \$62.3 million, over 87% of these funds to date have been awarded or allocated to projects that reduce emissions in disadvantaged SB 535 communities, low-income AB 1550 communities, and/or CARE communities, or to low-income residents. The percentage will 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.

Program Revenues, Project Selection, and Results

Attachment 4 shows a list of the Air District’s sources of new revenue, including CMP, TFCA, CAPP, MSIF and FARMER, by funding cycle, that are anticipated to be available for award to eligible projects in FYE 2024. These funding sources must be awarded (obligated) and paid to grantees (liquidated) after approved project work has been completed within two to four years from the date of award to the Air District. As new projects are recommended for award, staff work to obligate the oldest source/cycle of funding for which a specific project is eligible. For this reason, a portion of the oldest funding shown in Attachment 4 may have been awarded to projects in the previous fiscal year, and some of the newer funding may remain unallocated during the current year and will be awarded in future years.

Except for this competitive solicitation, 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 the CMP, TFCA, CAPP, MSIF and FARMER incentive funding for the current fiscal year, including:

- The total amount of funds awarded to date and amount of funding awarded to projects that will achieve emissions reductions in impacted communities, including AB 617 communities, disadvantaged SB 535 communities, low-income AB 1550 communities, Air District-identified Community Air Risk Evaluation (CARE) areas, and awards to low-income residents;
- The amount of remaining funds available for award; and
- A summary of total funds allocated/awarded by county and by equipment category type.

The reported award/allocations and emissions reduction benefits to impacted communities and counties, which are based on information provided by each applicant, do not include “regional” projects, where all communities receive benefits, or projects where the location of the benefit has not yet been determined.

The charts in Attachment 3 show the status of FYE 2024 incentive funding, distribution of funding by county, and distribution by project category, and are updated at least quarterly.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes the CMP, MSIF, CAPP Incentive, and TFCA funding to project sponsors on a reimbursement basis after the grantee completes all approved project work. If approved, the 13 recommended projects listed on Attachment 1 will be awarded a total of \$19,485,682, that will be paid for by one or more of these state and local incentive fund sources upon project completion. 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: Minda Berbeco, Adriana Kolev, Linda Hui, Daniel Langmaid, and Chengfeng Wang

Reviewed by: Alona Davis, Adam Shapiro and Karen Schkolnick

ATTACHMENTS:

- 1. Recommended Projects - Project Rank List from the 2023 Competitive Infrastructure Solicitation
- 2. All Projects - Awarded Allocated and Recommended (7-1-23 to 11-8-23)
- 3. Funding Facts and Figures (7-1-23 to 11-8-23)
- 4. Sources of New Funding Revenues

ATTACHMENT 1
Project Rank List from the 2023 Competitive Infrastructure Solicitation
Projects are Listed in Order of Ranking

(Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Program)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	County	Benefits Disadvantaged or Low-income areas	kW Available to Site	Project Readiness	Demonstrated Project Need
24MOY18	Bay Eport 1, LLC	On-road Infrastructure	Installation of 8 power cabinets, associated chargers, and electric infrastructure for a public EV Charging Depot to support a Mixed Fleet in West Oakland near Interstate 880	\$ 2,000,000	\$ 8,500,000	Alameda	Yes	8,280	Yes	Yes
24MOY14	WattEV CA4, Inc.	On-road Infrastructure	Installation of 30 DC Fast 360 kW electric charging stations and associated infrastructure for a public EV Charging Depot to support Heavy Duty Trucks in West Oakland near Interstate 880	\$ 5,000,000	\$ 11,993,150	Alameda	Yes	10,800	Yes	Yes
24MOY20	Prologis Mobility LLC	On-road Infrastructure	Installation of 69 9.9 kW level 2 and 3 180 kW DC Fast electric charging stations and associated infrastructure to support heavy duty trucks and last-mile delivery vehicles for private fleets	\$ 1,500,000	\$ 2,508,553	Alameda	Yes	1,223	Yes	Yes
24MOY4	Saltchuk Resources, Inc. dba AmNav Maritime, LLC	Marine Infrastructure	Installation of a marine power system to support a 6 MWh electric tug	\$ 5,000,000	\$ 9,494,856	Alameda	Yes	3,000	Yes	Yes
24MOY15	Union Sanitary District	On-road Infrastructure	Installation of 16 7.2 kW level 2 and 2 125 kW DC Fast electric charging stations and associated infrastructure to support medium- and heavy-duty vehicles for Sanitary District	\$ 676,438	\$ 1,280,000	Alameda	Yes	365	Yes	Yes
24SBP17	Half Moon Bay High School	School Bus Infrastructure	Installation of 3 60 kW DC Fast and 4 30 kW DC Fast electric charging stations and associated infrastructure to support public school bus fleet	\$ 566,634	\$ 566,634	San Mateo	Yes	300	Yes	Yes
24MOY11*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 7 electric chargers to support electric utility carts and riding lawn mowers	\$ 163,125	\$ 163,125	San Francisco	Yes	54	Yes	Yes
24MOY9*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 6 electric chargers to support electric utility carts	\$ 147,619	\$ 147,619	San Francisco	Yes	46	Yes	Yes
24MOY8*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 82,807	\$ 82,807	San Francisco	Yes	23	Yes	Yes
24MOY12*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 1 electric charger to support electric riding lawn mowers	\$ 32,847	\$ 32,847	San Francisco	Yes	8	Yes	Yes
24MOY7*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 134,589	\$ 134,589	San Francisco	Yes	23	Yes	Yes
24MOY10*	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 5 electric chargers to support electric utility carts	\$ 231,623	\$ 231,623	San Francisco	Yes	39	Yes	Yes
24MOY13	EV Realty, Inc.	On-road Infrastructure	Installation of power units for 64 DC Fast 160 kW ports and 16 DC Fast 400 kW ports, and associated electric infrastructure for a public EV Charging Depot to support mixed private fleets in Livermore	\$ 3,950,000	\$ 19,890,283	Alameda	No	9,600	Yes	Yes
13	Projects			Totals	\$ 19,485,682	\$ 55,026,086				

* Proposed project and grant amount is pending CARB approval

ATTACHMENT 2

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CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
24R01	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	N/A	\$ 150,000	BAAQMD	TBD ¹	TBD ¹	TBD ¹	Regional	6/7/2023 ²	N/A	1
24R02	Light Duty (LD) Vehicles	Vehicle Buy Back Program Implementation	N/A	\$ 700,000	BAAQMD	N/A	N/A	N/A	Regional	6/7/2023 ²	N/A	1
24R03	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	N/A	\$ 2,290,000	BAAQMD	TBD ¹	TBD ¹	TBD ¹	Regional	6/7/2023 ²	N/A	1
2302-34214	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at a MFH facility in San Francisco	N/A	\$ 17,500	1567 McAllister Street HOA	0.002	0.001	0.000	San Francisco	6/7/2023 ²	Yes	1
2301-33229	LD Infrastructure	Install and operate 18 Level 1 chargers at a MFH facility in Burlingame	N/A	\$ 45,000	Carmel Gardens HOA, Burlingame	0.000	0.000	0.000	San Mateo	6/7/2023 ²	Yes	1
2302-34181	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a MFH facility in San Rafael	N/A	\$ 24,500	San Rafael Manor	0.007	0.004	0.003	Marin	6/7/2023 ²	No	1
2302-33758	LD Infrastructure	Install and operate 38 Level 2 (high) and 4 DC Fast chargers at one destination and five workplace facilities in Pittsburg	N/A	\$ 349,000	City of Pittsburg	0.125	0.074	0.009	Contra Costa	6/7/2023 ²	Yes	1
2303-34270	LD Infrastructure	Install and operate 151 Level 2 (high) chargers at 19 workplace facilities in Antioch, Concord, Hercules, Martinez, and Richmond	N/A	\$ 748,000	Contra Costa County	0.102	0.060	0.038	Contra Costa	6/7/2023 ²	Yes	1
2303-34330	LD Infrastructure	Install and operate 66 DC Fast chargers at nine transportation corridor facilities in Antioch, Berkeley, Colma, Concord, Hayward, Oakland, Petaluma, San Jose, and San Mateo	N/A	\$ 2,950,000	EVgo Services LLC	1.083	0.671	0.449	Regional	6/7/2023 ²	Yes	1
2302-33844	LD Infrastructure	Install and operate 8 DC Fast chargers at one destination and three transportation corridor facilities in Campbell, Concord, Hayward, and Pleasant Hill	N/A	\$ 260,000	Grand Petroleum, Inc.	0.016	0.010	0.007	Alameda, Contra Costa, and Santa Clara	6/7/2023 ²	Yes	1
2302-33921	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a destination facility in Castro Valley	N/A	\$ 38,500	Alameda County Government	0.014	0.008	0.005	Alameda	6/7/2023 ²	Yes	1
2301-33528	LD Infrastructure	Install and operate 36 DC Fast chargers at nine transportation corridor facilities in Hayward, Millbrae, Redwood City, San Jose, San Ramon, South San Francisco, and Sunnyvale	N/A	\$ 990,000	7-Eleven, Inc.	0.091	0.056	0.038	Regional	6/7/2023 ²	Yes	1
2302-34083	LD Infrastructure	Install and operate 6 DC Fast chargers at a transportation corridor facility in Gilroy	N/A	\$ 270,000	Circle K	0.041	0.026	0.017	Santa Clara	6/7/2023 ²	Yes	1
23SBP53	School Bus + Infrastructure	Replace 14 diesel school buses with 14 new electric school buses, and install 11 chargers	14	\$ 4,822,770	Saftrans Transportation, Inc.	0.739	0.040	0.004	Santa Clara	7/19/23	Yes	1, 2
23MOY44	Off-Road	Repower two Tier-1, one Tier-4 Interim, and two Tier-4 final diesel-powered rubber-tired gantry cranes (RTGs) with five Hybrid, diesel-electric Tier-4 final RTGs	5	\$ 1,065,200	Everport Terminal Services	3.707	0.308	0.051	Alameda	7/19/23	Yes	2
23MOY119	Locomotive	Replace one Tier-0 diesel-powered locomotive with a Tier-4 final diesel-powered locomotive	1	\$ 828,000	Richmond Pacific Railroad	2.501	0.431	0.124	Contra Costa	7/19/23	Yes	2
23MOY62	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture loaders	2	\$ 88,000	BIS Ranch	0.140	0.024	0.017	Marin	7/14/23	Yes	2

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CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
23MOY155	Ag/ off-road	Replace three Tier-1 with three Tier-4 diesel-powered agriculture tractors, and two Tier-2 with two Tier-4 diesel-powered agriculture tractor	3	\$ 232,950	Kistler Vineyards LLC	0.609	0.085	0.066	Sonoma	7/24/23	Yes	2
23MOY93	Ag/ off-road	Replace one Tier-2 with one Tier-4 diesel-powered agriculture tractor	1	\$ 58,250	Massa LLC	0.091	0.005	0.005	Napa	7/24/23	No	2
23MOY118	Ag/ off-road	Replace two Tier-1 to two Tier-4 diesel-powered agriculture tractor/crawler	2	\$ 147,600	Renteria Vineyard Management, LLC	0.239	0.045	0.035	Napa	7/26/23	Yes	2
23MOY96	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor/crawler, and one Tier-0 with one Tier-4 diesel-powered agriculture tractor	2	\$ 60,600	T and M Agricultural Services LLC	0.052	0.046	0.012	Napa	7/26/23	No	2
23MOY98	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	1	\$ 73,900	Fiorio Farm, Inc	0.588	0.076	0.044	Santa Clara	8/4/23	No	2
23MOY116	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	1	\$ 21,000	Tru2Earth Farm LLC	0.029	0.024	0.006	Santa Clara	8/10/23	Yes	2
23MOY74	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	1	\$ 45,000	Sequoia Grove Vineyards, LP	0.036	0.007	0.005	Napa	8/15/23	No	2
23MOY166	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor, and one Tier-1 with one Tier-4 diesel-powered agriculture tractor	2	\$ 145,600	V. Sattui Winery	0.274	0.045	0.033	Napa	8/16/23	No	2
23MOY132	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture other equipment	2	\$ 182,500	Dottu Bros. LLC	0.352	0.045	0.028	Sonoma	8/16/23	No	2
23MOY126	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	1	\$ 76,300	Krasilsa Pacific Farms, LLC	0.134	0.016	0.011	Sonoma	8/18/23	No	2
23MOY108	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture tractor	1	\$ 62,900	Rocca Family Vineyards	0.130	0.033	0.026	Napa	8/21/23	No	2
23MOY121	Marine	Repower one Tier-0 with one Tier-3 diesel-powered engine on a commercial fishing boat	1	\$ 78,100	Crowl Holdings, LLC	0.205	-0.005	0.009	Marin / San Francisco	8/4/23	Yes	2
23MOY128	Marine	Replace two Tier-2 with two Tier-3 diesel-powered auxiliary engines on an excursion vessel	2	\$ 15,750	Golden Gate Scenic Steamship	0.052	0.009	0.003	Alameda/ Marin/ San Francisco	8/4/23	Yes	2
23SBP54	School Bus	Replace 2 compressed natural gas school buses with 2 electric school buses	2	\$ 847,000	Sunnyvale School District	0.078	0.004	0.000	Santa Clara	9/20/23	Yes	1, 2
23MOY150	EV Trucks + Infrastructure	Replace 18 diesel-powered heavy heavy-duty trucks with 18 electric heavy-duty trucks and install 23 electric vehicle charging stations	18	\$ 4,595,084	Sysco	0.967	0.064	0.002	Alameda	9/20/23	No	1,2
23SBP10	School Bus + Infrastructure	Replace 8 diesel school buses with 8 electric school buses and associated infrastructure	8	\$ 2,749,666	San Mateo Union High School District	0.295	0.017	0.005	San Mateo	9/20/23	Yes	1,2
23MOY52	Locomotive	Replace 7 switcher locomotives with 3 switcher locomotives using two 3-for-1 replacements and one 1-for-1 replacement	7	\$ 3,345,000	Napa Valley Wine Train	11.878	1.204	0.417	Napa	9/20/23	Yes	2
23MOY12	Marine	Repower two Tier 0 engines to Tier 4 engines on a commercial fishing vessel	1	\$ 867,000	Brian Collier	2.554	0.119	0.077	Alameda/ Contra Costa	9/20/23	Yes	2

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CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
23MOY145	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Revolution	1	\$ 2,900,000	Amnav Maritime, LLC	15.478	1.935	0.302	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2
23MOY146	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Sandra Hugh	1	\$ 3,150,000	Amnav Maritime, LLC	16.885	2.110	0.330	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2
23MOY130	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor/crawler	1	\$ 31,400	Ramaiah Ale	0.049	0.007	0.004	Contra Costa	8/24/23	Yes	2
23MOY66	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture excavator	1	\$ 172,400	Cobb Creek Holdings, LLC DBA CCH Ag Services	0.119	0.020	0.014	Napa	8/28/23	No	2
23MOY113	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor	1	\$ 351,400	E & M Deniz Dairy	0.788	0.076	0.041	Sonoma	8/30/23	No	2
23MOY176	Ag/ off-road	Replace two Tier-2 with Tier-4 diesel-powered agriculture tractor, and two Tier-3 with Tier-4 diesel-powered agriculture tractor	4	\$ 295,600	Dirt Farmer & Company, A California Corporation	0.572	0.041	0.036	Sonoma	8/30/23	No	2
23MOY117	Ag/ off-road	Replace one Tier-2 with Tier-4 diesel-powered agriculture tractor	1	\$ 39,400	Heritage Vineyard Management, Inc	0.035	0.003	0.005	Napa	8/30/23	No	2
23MOY90	Ag/ off-road	Replace three Tier-0 to Tier-4 diesel-powered agriculture equipment, including one tractor, one tractor/crawler, and one loader/backhoe	3	\$ 172,400	Isley Brothers Farming, LLC	0.163	0.068	0.026	Napa	9/1/23	No	2
23MOY136	Ag/ off-road	Replace two Tier-1 with Tier-4 diesel-powered agriculture equipment, including one tractor, and one tractor/crawler	2	\$ 121,150	Barbour Vineyards Management LLC	0.180	0.031	0.023	Napa	9/5/23	No	2
23MOY177	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor, and one Tier-0 with Tier-4 diesel-powered agriculture tractor	2	\$ 88,600	A Cut Above Viticulture Service inc.	0.127	0.038	0.019	Napa	9/6/23	No	2
23MOY127	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor	1	\$ 85,200	Circle R Ranch Management LLC	0.135	0.021	0.016	Napa	9/6/23	No	2
23MOY129	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	1	\$ 93,700	Tim McDonald	0.082	0.019	0.015	Napa	9/12/23	No	2
23SBP172	School Bus Infrastructure	Install 13 electric charging stations and associated infrastructure to support electric school buses	0	\$ 225,000	Zum Services	0.000	0.000	0.000	Alameda	9/13/23	Yes	2
23SBP167	School Bus Infrastructure	Install 221 electric charging stations and associated infrastructure to support electric school buses	0	\$ 1,000,000	Zum Services Inc	0.000	0.000	0.000	San Francisco	11/1/23	Yes	2
23SBP171	School Bus Infrastructure	Install 74 electric charging stations and associated infrastructure to support electric school buses	0	\$ 985,930	Zum Services Inc	0.000	0.000	0.000	Alameda	11/1/23	Yes	2, 3
23MOY152	EV Trucks + Infrastructure	Replace 27 diesel-powered heavy-duty trucks with electric trucks and install 27 electric charging stations and associated infrastructure	27	\$ 6,449,000	US Foods, Inc.	1.024	0.069	0.002	Alameda	11/1/23	Yes	1, 2
23MOY174 ³	Off-Road	Replace 13 large-spark ignition airport ground support equipment units with 13 zero-emissions units	13	\$ 685,975	Swissport USA Inc.	0.662	0.151	0.031	San Mateo	11/1/23	Yes	2

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CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
23MOY182	On-road Infrastructure	Install 16 electric charging stations and associated infrastructure	0	\$ 330,000	City of Fairfield	0.000	0.000	0.000	Solano	9/19/23	Yes	2
23MOY107	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture equipment, including one tractor and one tractor/loader	2	\$ 144,100	Brisa Ranch, LLC	0.325	0.049	0.029	San Mateo	9/22/23	No	2
23MOY122	On-road Infrastructure	Install 40 electric charging stations and associated infrastructure	0	\$ 495,000	FM Greenville	0.000	0.000	0.000	San Mateo	9/25/23	No	2
23MOY160	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	2	\$ 162,900	Bains Farms LLC	0.395	0.057	0.039	Solano	9/28/23	No	2
23MOY151	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	1	\$ 103,400	Napa Select Vineyard Services, Inc.	0.093	0.021	0.017	Napa	9/29/23	No	2
23MOY144	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	1	\$ 100,500	Moraga Organic Farms LLC	0.136	0.031	0.025	Alameda	9/29/23	No	2
23MOY183	Marine	Repower one propulsion and four auxiliary marine engines to a marine diesel-electric hybrid system in a registered historic survey-capable excursion vessel	5	\$ 1,085,000	Fathom Ventures, LLC	2.239	0.141	0.082	Alameda / San Francisco / Contra Costa / Solano / Marin	11/15/23	Yes	2
23MOY162	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader	1	\$ 52,600	Valley View Dairy	0.148	0.023	0.01377	Sonoma	10/17/23	No	2
23MOY124	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	1	\$ 45,900	Glen E Dejesus	0.025	0.022	0.0056	Contra Costa	10/17/23	Yes	2
23MOY184	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader and one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	2	\$ 116,100	Altamura Winery Inc.	0.159	0.037	0.01647	Napa	10/17/23	No	2
23SBP137	School bus	Replace two CNG buses with two LPG buses	2	\$ 387,154	Napa Valley Unified School District	0.209	0.017	0	Napa	10/19/23	Yes	2
23MOY173	Ag/ off-road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	1	\$ 70,500	Chasin Goat Grazing LLC	0.167	0.021	0.014	Sonoma	10/20/23	Yes	2
23MOY123	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture tractor/loader	1	\$ 35,200	Melgoza Dino	0.103	0.016	0.00901	Contra Costa	10/24/23	Yes	2
23MOY99	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and one Tier-3 with a Tier-4 diesel-powered agriculture tractor	3	\$ 170,900	Garvey Vineyard Management, LLC	0.248	0.030	0.02515	Napa	10/27/23	No	2

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CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
23MOY175	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture loader	1	\$ 45,700	Emanuel Correia	0.067	0.012	0.00864	Sonoma	10/30/23	Yes	2
23MOY112	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and two Tier-1 agriculture tractor/crawlers with a Tier-4 diesel-powered agriculture tractor	4	\$ 260,600	Grgich Hills Cellar dba Grgich Hills Estate	0.394	0.055	0.04255	Napa	11/3/23	No	2
23MOY156	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor and one Tier-0 with a Tier-4 diesel-powered agriculture tractor	2	\$ 99,000	Four Seasons Vineyard Management	0.245	0.042	0.02619	Sonoma	11/6/23	No	2
23MOY111	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractors	1	\$ 152,300	County Line Harvest, Inc.	0.338	0.037	0.02328	Sonoma	11/6/23	Yes	2
24MOY18	On-road Infrastructure	Installation of 8 power cabinets, associated chargers, and electric infrastructure for a public EV Charging Depot to support a Mixed Fleet in West Oakland near Interstate 880	0	\$ 2,000,000	Bay Eport 1, LLC	0	0	0	Alameda	TBD	Yes	1,2
24MOY14	On-road Infrastructure	Installation of 30 DC Fast 360 kW electric charging stations and associated infrastructure for a public EV Charging Depot to support Heavy Duty Trucks in West Oakland near Interstate 880	0	\$ 5,000,000	WattEV CA4, Inc.	0	0	0	Alameda	TBD	Yes	1,2
24MOY20	On-road Infrastructure	Installation of 69 9.9 kW level 2 and 3 180 kW DC Fast electric charging stations and associated infrastructure to support heavy duty trucks and last-mile delivery vehicles for private fleets	0	\$ 1,500,000	Prologis Mobility LLC	0	0	0	Alameda	TBD	Yes	1,2
24MOY4	Marine Infrastructure	Installation of a marine power system to support a 6 MWh electric tug	0	\$ 5,000,000	Saltchuk Resources, Inc. dba AmNav Maritime, LLC	0	0	0	Alameda	TBD	Yes	2
24MOY15	On-road Infrastructure	Installation of 16 7.2 kW level 2 and 2 125 kW DC Fast electric charging stations and associated infrastructure to support medium- and heavy-duty vehicles for Sanitary District	0	\$ 676,438	Union Sanitary District	0	0	0	Alameda	TBD	Yes	1,2
24SBP17	School Bus Infrastructure	Installation of 3 60 kW DC Fast and 4 30 kW DC Fast electric charging stations and associated infrastructure to support public school bus fleet	0	\$ 566,634	Half Moon Bay High School	0	0	0	San Mateo	TBD	Yes	2
24MOY11*	Off-road Infrastructure	Installation of 7 electric chargers to support electric utility carts and riding lawn mowers	0	\$ 163,125	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2
24MOY9*	Off-road Infrastructure	Installation of 6 electric chargers to support electric utility carts	0	\$ 147,619	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2
24MOY8*	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	0	\$ 82,807	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2

ATTACHMENT 2

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

CMP/MSIF, TFCA, FARMER and Community Air Protection Program projects (awarded and allocated between 7/1/23 and 11/8/23)

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)	Projected Funding Source ¹
						NOx	ROG	PM				
24MOY12*	Off-road Infrastructure	Installation of 1 electric charger to support electric riding lawn mowers	0	\$ 32,847	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2
24MOY7*	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	0	\$ 134,589	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2
24MOY10*	Off-road Infrastructure	Installation of 5 electric chargers to support electric utility carts	0	\$ 231,623	City & County of San Francisco - Recreation & Park	0	0	0	San Francisco	TBD	Yes	2
24MOY13	On-road Infrastructure	Installation of power units for 64 DC Fast 160 kW ports and 16 DC Fast 400 kW ports, and associated electric infrastructure for a public EV Charging Depot to support mixed private fleets in Livermore	0	\$ 3,950,000	EV Realty, Inc.	0	0	0	Alameda	TBD	Yes	1,2
TOTALS		83 Projects	148	\$ 69,430,361		68.7	8.8	2.8				

¹ Projected Funding Source includes (1) Transportation Fund for Clean Air; (2) CMP/MSIF, FARMER and Community Air Protection Program; (3) Reformulated Gasoline Fund. At the time of award, this funding source is assigned based on funding availability and project eligibility. However, the actual funding source used to pay out a project may be different from the Projected Funding Source due to a variety of factors such as delays in project implementation or other funding sources becoming available.

² Funds have been allocated to these programs and projects and results will be determined at the end of project period.

³ Date when BOD approved the program budget for FYE 2024

⁴ Final project approval is pending case-by-case approval by the California Air Resources Board.

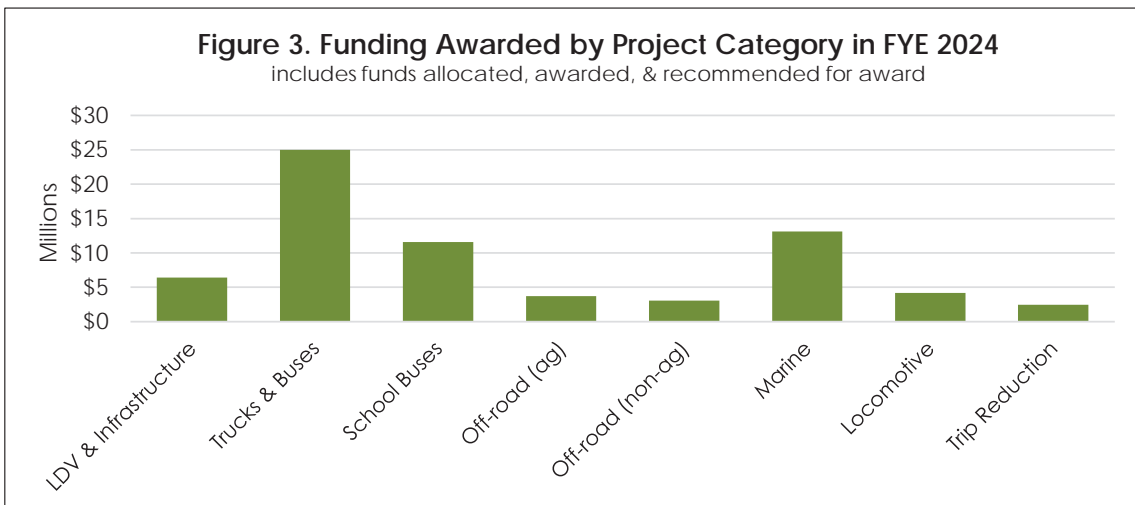
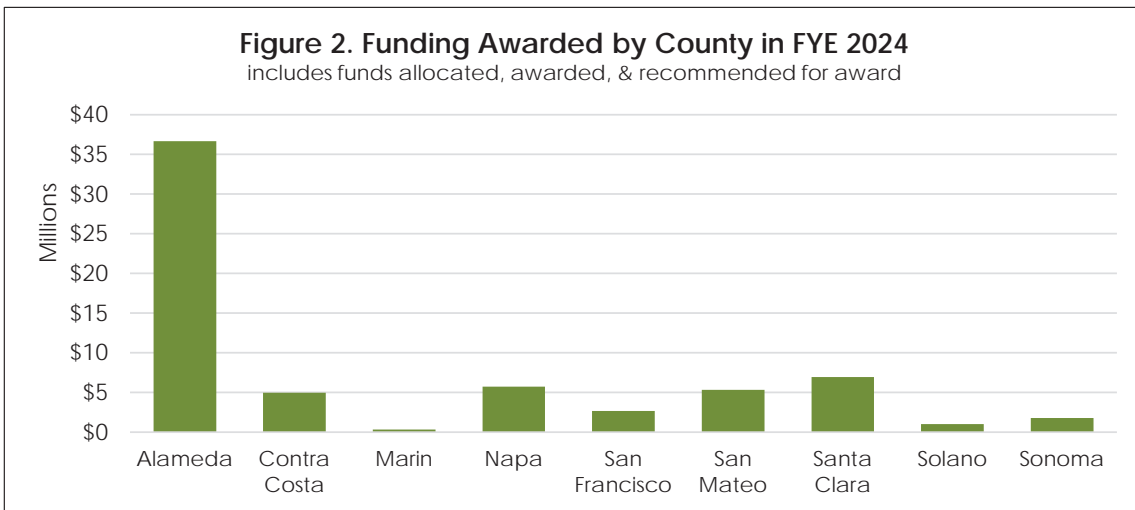
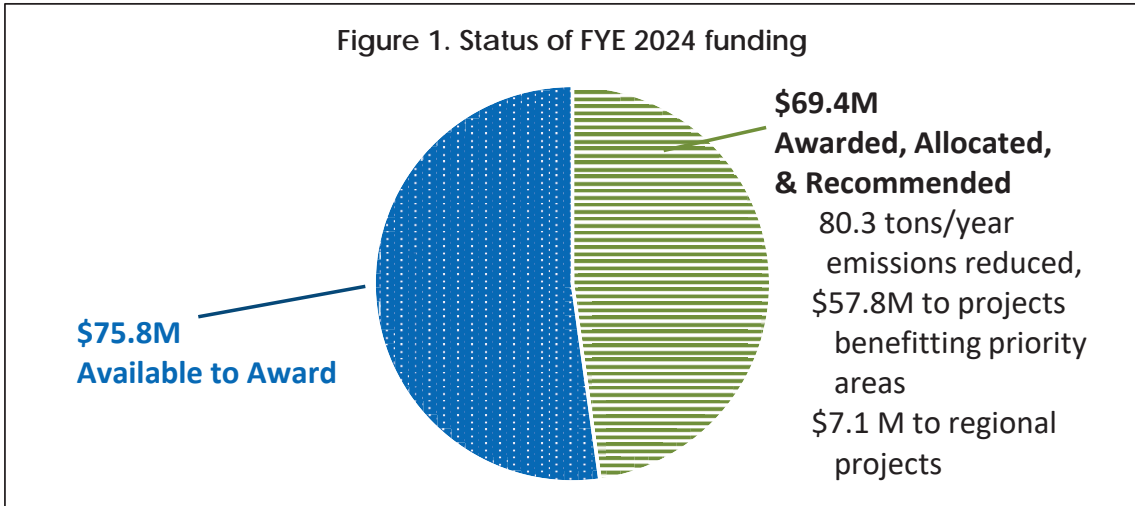
* Proposed project and grant amount is pending CARB approval

ATTACHMENT 3

Funding Facts and Figures

7/1/23 through 11/8/23

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)



Attachment 4

Sources of Incentive Program Revenue (FYE 2024)*

Funding Source Cycle**	\$ for Projects and Programs (in Millions)	Award Date	Source
CMP Year 24	\$ 26.7***	3/16/2022	CARB
CMP Year 24 State Reserve	\$ 4.5	6/3/2022	CARB
CMP Year 25	\$ 13.6	2/22/2023	CARB
CMP Year 25 State Reserve	\$ 2.8	5/19/2023	CARB
CAPP Incentives Year 5	\$ 35.4***	6/23/2022	CARB
CAPP Incentives Year 6	\$ 32.7	12/27/2022	CARB
FARMER Year 5	\$ 2.4***	12/14/2022	CARB
TFCA 60% Fund FYE 2024	\$ 13.5	accrues monthly	\$4 DMV fees
Mobile Source Incentive Fund FYE 2024	\$ 11.2	accrues monthly	\$2 DMV fees
<i>CMP Year 26</i>	<i>Up to \$22</i>	<i>TBD FYE 2024</i>	<i>CARB</i>
<i>CMP Year 26 State Reserve</i>	<i>Up to \$2.4</i>	<i>TBD FYE 2024</i>	<i>CARB</i>
<i>CAPP Incentives Year 7</i>	<i>Up to \$50</i>	<i>TBD FYE 2024</i>	<i>CARB</i>
<i>FARMER Year 6</i>	<i>Up to \$3.4</i>	<i>TBD FYE 2024</i>	<i>CARB</i>
Total Incentive Revenue Awarded by CARB to Air District	\$142.8		

* This is not a complete listing of all sources of incentive funds managed by the Air District but covers the sources that are discussed in this report.

** Includes Carl Moyer Program (CMP), Community Air Protection Program (CAPP), Funding Agricultural Replacement Measures for Emissions Reduction (FARMER), and Transportation Fund for Clean Air (TFCA).

*** Some revenues were partially obligated to projects in fiscal year ending (FYE) 2023 and therefore full amounts may not be available for award to projects in FYE 2024.

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: December 6, 2023

Re: Authorization to Execute Contract for Support of Air District Electric Vehicle
Charging Program in the Amount of \$671,000

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a contract in the amount of \$671,000 with GRID Alternatives for work related to the Air District's electric vehicle charging grant from the California Energy Commission (CEC).

BACKGROUND

Wide-scale adoption of electric vehicles (EVs) and electrification of all types of transportation are essential to achieving local, state, and federal emission reduction targets for greenhouse gases and criteria pollutants. California has set a goal of 250,000 EV chargers and 1.5 million EVs sold by 2025, five million EVs sold by 2030, and to phase out sales of most conventional vehicles by 2035. The Bay Area has set a target of 1.5 million zero-emissions vehicles by 2030 and 90% of vehicles in the Bay Area being zero-emissions by 2050. The Bay Area and California also share the goal to cut greenhouse gas emissions to 80% below 1990 levels by 2050. At the end of 2022, there were a total of 340,162 EVs registered and operating on Bay Area roads, representing 6.2% of the region's light-duty fleet, according to data from the CEC.

Additional charging stations will be needed to: accommodate future growth in the EV market, achieve the ambitious Bay Area goals, and support a broader range of Bay Area residents. An individual or household's charging needs are related to their type of residence, with drivers in single-family homes being much more likely to have home charging compared to those living in apartments or multi-family buildings. Those that live in single-family homes are more likely to purchase EVs due to higher income levels and the ability to charge the vehicle at home. In the Bay Area, over one-third (36%) of housing units are in multi-family buildings. To extend the EV market beyond those living in single-family homes, the Bay Area must expand public charging infrastructure and charging at multi-family buildings. The Air District's Charge! Program, other grant programs supporting EV infrastructure, and regional policies play a critical role in increasing the number of charging stations to support the Bay Area's growing EV fleet.

DISCUSSION

On November 24, 2021, the CEC released Grant Funding Opportunity (GFO)-21-63, the Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH) solicitation. The CEC opened the REACH solicitation and sought proposals to demonstrate replicable and scalable business and technology models for large-scale deployment of EV charging infrastructure capable of maximizing access and EV travel for multi-family housing residents. The CEC REACH solicitation also required that a minimum of 50% of the proposed EV chargers be in CalEnviroScreen 4.0 disadvantaged or low-income communities. The solicitation allows grant funds to be used towards education, outreach and engagement efforts, as well as cover the costs for: EV supply equipment (EVSE), installation and labor, distributed energy resources/energy storage, solar panels, planning/engineering as well as extended warranty, operation, maintenance, and servicing costs for up to five years.

The Air District partnered with GRID Alternatives and Marin Clean Energy (MCE) to develop a preliminary project plan and submit a proposal to CEC's REACH solicitation, with the Air District serving as the primary applicant. On February 18, 2022, the Air District submitted a proposal requesting \$2,994,574 in CEC REACH funding for EV charging infrastructure projects serving multi-family housing residents in disadvantaged and low-income communities, specifically Oakland, Richmond/San Pablo, and Vallejo. In the proposal the Air District and project partners committed to providing up to \$1,073,771 in Air District and partner matching funds. Project partners are required to provide a minimum of 25% of the grant request, but the Air District will be responsible for the full amount. The project has an equity centered framework that engages residents to assess their needs and gather input to inform the design and development of EV charger deployment while creating long-term benefits through education and outreach. The project will fund approximately 80 single-port Level 1 chargers, 62 dual-port Level 2 chargers, and six DC fast chargers across twelve project sites, which will be a combination of offsite and onsite charging for multi-family residents. The final charger configurations may vary depending on feedback from communities and other stakeholders.

On May 11, 2022, the CEC released their list of REACH project recommendations which included the Air District as an awardee in the amount of \$2,994,574 for its proposal. On June 15, 2022, the Air District Board of Directors adopted a resolution to accept up to \$2,994,574 from the CEC and commit up to \$1,073,771 in Air District and partner matching funds to expand EV charging infrastructure at Bay Area multi-family buildings; and authorize the Executive Officer/APCO to enter into all necessary agreements to accept, obligate, and expend this funding. On July 25, 2023, the Air District and CEC executed funding agreement ARV-22-024 for this project.

GRID Alternatives plays a critical role in the implementation of this project. Some of their responsibilities include helping with technical site assessments, solar photovoltaic system evaluations, resident and community engagement, project coordination/ support in cooperation with the Air District. Staff recommends the Board authorize the Executive Officer/APCO to execute a contract in the amount of \$671,000 with GRID Alternatives for work related to the Air District's electric vehicle charging grant from the CEC.

BUDGET CONSIDERATION/FINANCIAL IMPACT

If approved, the \$671,000 requested for the contract recommendation is included in the professional services under account 317 and will be paid with CEC grant funds or other eligible match funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Ada Truong
Reviewed by: Anthony Fournier

ATTACHMENTS:

1. Draft Contract 2023.214 - GRID Alternatives Professional Services Agreement

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
DRAFT PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 2023.214**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **GRID Alternatives** (“CONTRACTOR”) whose address is 1171 Ocean Avenue, Suite 200 Oakland, CA 94608.

2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. On June 15, 2022, the DISTRICT signed Resolution No. 2022-13 to accept, obligate and expend up to \$2,994,574 in Clean Transportation Program funding from the California Energy Commission (“Energy Commission”) and to authorize the Executive Officer/ Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to accept and expend this funding.
 - C. Work performed by CONTRACTOR under this Contract will be funded from the Reliable, Equitable, and Accessible Charing for multi-family Housing Grant Agreement #ARV-22-024 (“Agreement #ARV-22-024”) provided and administered by the Energy Commission.
 - D. The CONTRACTOR agrees to enter into this Contract as a subrecipient of Agreement #ARV-22-024, following both Air District and Energy Commission’s terms and conditions.
 - E. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

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

4. **TERM** – The term of this Contract is three (3) years from the latter date of Contract execution by

both PARTIES, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000 each claim).
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment C 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 \$671,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to \$671,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: GRID Alternatives
1171 Ocean Avenue, Suite 200
Oakland, CA 94608
Attn: Tim Sears

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

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.

- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
 - C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
 - F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report, outreach or marketing documents, and news or media publications prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such

terms, covenants, or conditions, or to exercise any future rights or remedies.

20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may be amended by mutual agreement of the parties in writing and signed by both parties. Notwithstanding the aforementioned, in the event the Energy Commission increases or decreases the funding of Agreement #ARV 22-024, DISTRICT may unilaterally increase or decrease the scope of Work and/or the total Contract cost of this Contract in the appropriate proportion. Any such unilateral modification will be given to CONTRACTOR as an amendment to this Contract.

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

28. GRANT AGREEMENT TERMS AND CONDITIONS

- A. INCORPORATION BY REFERENCE. The terms of Agreement #ARV 22-024, as Attachment D, to the extent not stated herein are expressly incorporated herein by reference and in the event of any conflict between this Contract and Agreement #ARV 22-024, the terms of Agreement #ARV 22-024 shall govern, control and supersede over the provisions of this Contract. Capitalized terms used in this Contract and not defined shall have the meanings given in Agreement #ARV 22-024.
- B. CONTRACTOR shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the CONTRACTOR's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by DISTRICT, shall be borne in total by CONTRACTOR. The failure of a project to achieve the performance goals and objectives stated in the Statement of Work is not a basis for requesting re-performance unless the work conducted by CONTRACTOR and/or its subcontractors is deemed by DISTRICT or the Energy Commission to have failed the foregoing standard of performance. In the event CONTRACTOR fails to perform in accordance with the above standard:
- i) CONTRACTOR will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. CONTRACTOR shall work any overtime required to meet the deadline for the task at no additional cost to DISTRICT or the Energy Commission.
 - ii) The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
 - iii) The Energy Commission shall have the option to direct CONTRACTOR not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (i) and (ii) above. In the event the Energy Commission directs CONTRACTOR not to re-perform a task, the Energy Commission and DISTRICT and CONTRACTOR shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.
- C. RETENTION OF RECORDS. CONTRACTOR shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding agreement. Records for non expendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.
- D. AUDITS. Upon written request from the Energy Commission, CONTRACTOR shall provide detailed documentation of all expenses at any time throughout the project. In addition, CONTRACTOR agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to an the right of inspection of all records that pertain to the project during the term of this Contract and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies DISTRICT, prior to the expiration

of such three-year period, that a longer period of record retention is necessary. Further, CONTRACTOR agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. CONTRACTOR is strongly encouraged to conduct annual audits in accordance with the single audit concept. CONTRACTOR should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

- E. ASSEMBLY BILL 841 (2020). By signing this Contract, CONTRACTOR as a material term of this Contract shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under Agreement #ARV-22-024, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies. Therefore, applying PUC 740.20 EVITP requirements to this Contract means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor on the appropriate license classification, as determined by the Contractor's State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:
- i) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - ii) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - iii) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GRID ALTERNATIVES

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Tim Sears
Chief Operations Officer

Date: _____

Date: _____

Approved as to form:
District Counsel

Approved as to form:

By: _____
Alexander G. Crockett
District Counsel

By: _____
Legal Counsel

DRAFT

ATTACHMENT A SCOPE OF WORK

Description of Work:

PARTIES will utilize their experience and connections to increase awareness and installation of electric vehicle supply equipment (EVSE) and solar infrastructure to support Bay Area multi-family residents. PARTIES will implement the Scope of Work outlined in this Contract to fulfill the obligations of Agreement #ARV-22-024. The tasks included in the Scope of Work, reflect the responsibilities of the CONTRACTOR and align with the tasks and requirements of the Agreement #ARV-22-024. The Scope of Work is subject to change and any such change shall be effected through a written amendment, signed by both PARTIES, to this Scope of Work. DISTRICT shall notify CONTRACTOR of any relevant changes to tasks, products, and timelines and the PARTIES will work mutually to execute such amendment.

PARTIES will make any necessary subcontracting arrangements to ensure all tasks below are completed and ensure that all such subcontractors abide by the same terms and conditions outlined in this Contract. PARTIES will ensure that any work requiring licenses or other certifications performed under this Contract is performed by a contractor licensed in the State of California.

Objectives of the Agreement:

DISTRICT and CONTRACTOR will expand electric vehicle (EV) charging access to multi-family housing residents in the Bay Area, with the following specific objectives:

- CONTRACTOR will conduct technical site assessments and outreach with the goal of installing and commissioning at least 80 single-port Level 1 chargers and at least 62 dual-port Level 2 chargers across ten project sites.
 - CONTRACTOR will install at least 75 percent of the EV chargers in areas under DISTRICT's jurisdiction that score within the top 25th percentile of CalEPA CalEnviroScreen 4.0.
 - CONTRACTOR will install at least 50 percent of EV chargers in areas under DISTRICT's jurisdiction that specifically serve affordable housing and public housing residents.
- CONTRACTOR will assist interested site residents in transitioning from internal combustion engine vehicles to EVs using available incentives.
- DISTRICT shall choose at least 10 sites which together sum up to at least 1,000 multi-family housing units and:
 - Prioritize disadvantaged and low-income communities, including but not limited to: Oakland, Richmond/San Pablo, and Vallejo.
 - Encourage EV ownership in communities.
- CONTRACTOR will determine feasibility for a solar photovoltaic (PV) system for at least five sites to support the EV charging infrastructure.
- CONTRACTOR will convene an 'EVs for Everyone Group' at each site to encourage resident and community participation, and to provide education on EVs and EV charger usage.
- CONTRACTOR will develop 'EVSE Blueprints' with residents, communities, and other stakeholders with DISTRICT oversight
- PARTIES project goal is to provide air quality benefits in disadvantaged and low-income communities in the Bay Area.

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and DISTRICT. The goal of this task is to determine if the project should continue to receive CEC funding to complete

Agreement #ARV-22-024 and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Action Manager (CAM) may schedule CPR meetings as necessary, and meeting costs will be borne by DISTRICT.

Meeting participants include the CAM and DISTRICT and may include the Commission Agreement Officer (“CAO”), the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

CONTRACTOR shall:

- Assist with the preparation of a CPR Report for each CPR that discusses the progress of Agreement #ARV-22-024 toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work.
- Assist with presenting the required information at each CPR meeting and participate in a discussion about Agreement #ARV-22-024.

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and DISTRICT to verify that satisfactory and continued progress is made towards achieving the objectives of Agreement #ARV-22-024 on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of Energy Commission funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

CONTRACTOR shall:

- Provide a written summary of updates to DISTRICT by the first Tuesday of each month.
- CONTRACTOR shall attend the monthly calls upon DISTRICT and/or Energy Commission’s request.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of Agreement #ARV-22-024 on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

CONTRACTOR shall:

- Assist DISTRICT in the preparation of a Quarterly Progress Report which summarizes all

Agreement #ARV-22-024 activities conducted by DISTRICT for the reporting period, including an assessment of the ability to complete Agreement #ARV-22-024 within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

- Provide written updates to DISTRICT by the 25th day of each March, June, September, and December. Written updates shall include, but are not limited to:
 - Written summary of tasks that were completed during the reporting period, including the overall project status, significant milestones, deliverables, or meetings accomplished during the reporting period;
 - Challenges during reporting period and how DISTRICT and Energy Commission may be able to provide support;
 - Goals for CONTRACTOR for the next reporting period;
 - Report on CONTRACTOR's subrecipient progress;
 - Evidence of progress (e.g., test data, early deliverable drafts, product mock-ups, field site descriptions, preliminary analyses; and
 - Status of milestones and deliverables, and whether the tasks were completed according to schedule.
- Review and provide feedback to DISTRICT upon request prior to the submission of the Quarterly Progress Report to the Energy Commission.

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement #ARV-22-024's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

CONTRACTOR shall:

- Assist DISTRICT in the preparation of an Outline of the Final Report.
- Provide all necessary information for the Final Report (e.g., data, outreach materials, construction progress) and any additional project information requested by DISTRICT at least 90 days before the end of the Agreement #ARV-22-024 Term.

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under Agreement #ARV-22-024 in advance of the date they are needed to keep Agreement #ARV-22-024 schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under Agreement #ARV-22-024. Although the Energy Commission budget for this task will be zero dollars, DISTRICT may budget match funds for any expected expenditures associated with obtaining permits. CONTRACTOR will identify permits in writing and obtained the permits before DISTRICT will make any expenditure for which a permit is required. Budget matching will be at DISTRICT's sole discretion.

CONTRACTOR shall:

- Provide a list of permits to DISTRICT throughout the project term that includes information regarding:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
- Provide written updates to DISTRICT regarding the status of each permit and whether permits are obtained in a timely manner or are denied.
- Submit permits to DISTRICT within three working days of the permits being approved.
- Attend the relevant CPR meeting or Monthly Call with the Energy Commission to present information regarding relevant project permits.

TECHNICAL TASKS

TASK 2 OUTREACH AND COMMUNITY ENGAGEMENT

The goals of this task are to conduct outreach and community engagement specifically to multi-family housing residents, property owners, and community groups to increase awareness and encourage support for clean transportation.

CONTRACTOR shall:

- Prepare and submit a *Community Engagement Strategy Plan* to DISTRICT for approval that includes, but is not limited to:
 - Listing prioritized metrics of success for site hosts, residents, and overall project.
 - Prioritize census tracts that score within the top 25th percentile of CalEPA CalEnviroScreen 4.0 in the nine-county Bay Area (i.e., BAAQMD's jurisdiction) including, but not limited to: Oakland, Richmond/San Pablo, and Vallejo.
 - Prioritize affordable and public housing.
 - Proposed stakeholder/community engagement plans and activities, as well as EV driver recruitment strategies and implementation timeline.
 - Provide estimated costs for outreach and engagement for DISTRICT's approval
- After DISTRICT approval, implement the *Community Engagement Strategy Plan* and document in Quarterly Progress Reports how specific project activities will include community and stakeholder input.
- Implement the *Community Engagement Strategy Plan* by:
 - Identifying community leaders and key stakeholders who will be instrumental in influencing residents on the benefits of EVs and on-site charging stations.
 - Establishing and convene a group of stakeholders and residents encouraging EVs and EV charging ('EVs for Everyone Group') at each site to build need and to inform the design and development of the project.
 - Propose community-based organizations to DISTRICT for approval prior to subcontracting.
 - Contract with community-based organizations to assist with outreach efforts and to mobilize the EVs for Everyone Groups.
 - Development a statement of goals for the EVs for Everyone Group, including, but not limited to: a list of members, expectations for members, anticipated meeting schedule, and description of how member input will inform project activities.
 - Emphasize benefits for the site, Bay Area, and California.

- Proposing information sessional structure and materials to DISTRICT for approval.
- Scheduling and conducting at least two informational sessions (virtual or in-person depending on COVID situation) for residents per site.
- Providing one-on-one multilingual and multicultural support for residents interested in applying for EV incentive programs (e.g., Clean Cars for All Program).
 - Assist interested site residents with purchasing or leasing a new EV through incentives programs.
 - Report the following metrics in the Quarterly Progress Report for residents that successfully switched to EV ownership:
 - The number of residents engaged
 - How many were eligible for the Clean Cars for All Program
 - Demographics (e.g., gender, ethnicity, income)
 - Baseline vehicle make, model, year, and fuel type
 - Replacement vehicle make, model, year, and technology
- Providing at least one hands-on EV charging training for residents, including how to pay for charging sessions, how to track usage and costs, how to reserve the parking space, how to maintain EVSE, and other relevant information specific to each site.
- Developing plan to coordinate and hold at least one workforce development event for multi-family residents.
- Evaluating and determining potential EV charging sites.
- Discussing parking administration strategies to ensure continued equitable access to charging.
- Discussing safety and security strategies.
- Discussing resident displacement prevention strategies for publicly accessible charging stations.
- Discussing EVSE costs and fiscal responsibilities transparently.
- Discussing options for charging station equipment and feasibility.
- Discussing scalability and replicability.
- Prepare and submit a *Community Engagement Report* to DISTRICT with information outlined in Task 1.5, which will include, but is not limited to:
 - How stakeholder input contributed to the development of training content.
 - Details about which charging equipment was selected for each site.
 - Summary of community engagement activities conducted.
 - Feedback received from the community.
 - Lessons learned and recommendations for future projects.
 - How community engagement informed the project and its execution.
- Develop and submit to DISTRICT a *Community Outreach Material Report* that includes but is not limited to:
 - Resources to inform stakeholders of project goals, objectives, intended benefits, and opportunities to share input.
 - Samples of materials disseminated.
 - A survey to distribute to site residents.
 - All above deliverables must be approved by DISTRICT prior to dissemination.
- Provide credit to Energy Commission for funding the project on publicly accessible and published items, including the “funded by the Energy Commission” logo.

TASK 3 SITE PARTNERSHIP AND TECHNICAL ASSISTANCE

The goal of this task is to formalize and finalize the locations where the EV chargers will be installed. The project team will execute agreements with site hosts, EVSE operators, and site EVSE owners, which will outline responsibilities for equipment costs, maintenance, and operation.

CONTRACTOR shall:

- Assist with identifying multi-family properties and provide feedback and recommendations for which sites should be invited to participate.
- Connect with the site hosts or management teams.
- Confirm feasibility and costs of installing EVSE at specific sites.
 - Electric vehicle charging infrastructure must be installed at already disturbed or paved property such as existing parking lots. Any minor trenching or directional boring that may be necessary to lay conduit from the existing or new electrical infrastructure (transformer, switchgear, etc.) to the charging equipment must take place on currently paved or disturbed ground, and the surface must be restored.
 - Solar PV systems must be installed on roofs of existing building or at existing parking lots consistent with Public Resources Code section 21080.35. Any associated equipment for the solar PV systems shall not occupy more than 500 square feet of ground surface. The site of the associated equipment must not involve plants protected by the Native Plant Protection Act, individual take permits for species protected by the federal or California Endangered Species Act, a streambed alteration permit, Section 401 or 404 Clean Water Act permits or water discharge requirements under Porter-Cologne Water Quality Control Act.
 - An existing parking lot means an area that is designated and used for parking of vehicles for the previous two years. The installation of the solar PV system at an existing parking lot must not involve the removal of a native tree over 25 years old or the removal of a tree required to be planted, maintained or protected pursuant to local, state, or federal requirements.
- Provide technical assistance to EVs for Everyone Groups, residents, property owners, and stakeholders, guiding them through the EVSE implementation process and options.
- Engage EVs for Everyone Groups, residents, property owners, and stakeholders in productive conversations to plan for EVSE implementation and determine:
 - EVSE location.
 - EVSE technology type, advantages and disadvantages.
 - Deployments scenarios based on parking availability, electrical capacity, cost, and budget.
 - EV charging payment methods.
 - Operation and maintenance plans and customer support.
 - Solar array and battery storage plans for at least five sites.
- Develop and finalize *EVSE Blueprint* with EVs for Everyone Groups, residents, property owners, and stakeholders.
- Prepare and submit an *EVSE Blueprint* for each site, which will include:
 - Site name/nickname.
 - Site host information.
 - Site EVSE owner information.
 - Site EVSE operator information.
 - Site lighting owner information, where necessary.

- Information on the contracts executed.
 - EVSE to be installed.
 - Description and specifications.
 - Quantity.
 - Power levels.
 - Solar PV to be installed, if any.
 - Safety and security measures (e.g., lighting).
 - Aerial image and diagram of where EVSE will be installed specific to each site.
 - Site photos.
 - Site amenities.
 - Explanation and confirmation of how installation of EV chargers, any solar PV systems and any associated equipment will comply with the site installation requirements above.
- Finalize project sites and execute agreements with all necessary parties (e.g., EVSE operator, EVSE owner, site host) for at least ten project sites, serving at least 1,000 multi-family housing units. CONTRACTOR shall write and submit a *Project Site Summary* showing that all necessary agreements have been executed, as well as include information specific to each site's progress and status.

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 8 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the Energy Commission-funded project and the benefits resulting from the project for the public and key decision makers.

CONTRACTOR shall:

- Assist the DISTRICT in the preparation of an Initial Project Fact Sheet at the start of the project that describes the project and the expected benefits.
- Prepare summaries of project progress, completed tasks, and stakeholders involved.
- Provide high Quality Digital Photographs

ATTACHMENT B
Schedule

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion and approve of scheduling changes in writing.

Schedule	CONTRACTOR Tasks
By February 1, 2024	<ul style="list-style-type: none"> – Finalize Initial Project Fact Sheet – Provide letter documenting whether permits are required, and information for each permit if applicable
November 2023 to March 2024	<ul style="list-style-type: none"> – Submittal of draft Community Engagement Strategy Plan – Identify and subcontract community groups for outreach and engagement – Meet with properties and tenants to develop EVSE Blueprints for each site
By June 15, 2024	<ul style="list-style-type: none"> – Conduct technical site assessments with multi-family housing properties and provide reports showing findings – Conduct outreach to tenants and community groups – Develop Community Engagement Strategy Plan, Community Outreach Materials Report, and Community Engagement Report – Finalize EVSE Blueprints for all accepted sites
By December 30, 2025	<ul style="list-style-type: none"> – Provide all necessary project information to the DISTRICT to finalize the Final Report
By January 31, 2026	<ul style="list-style-type: none"> – All project costs and final invoices must be submitted to DISTRICT
By the first Tuesday of each month	<ul style="list-style-type: none"> – Provide all necessary project status and evidence of progress to DISTRICT
By the 25th day of each March, June, September, and December	<ul style="list-style-type: none"> – Provide Survey Data and Metrics – Provide information necessary for DISTRICT to complete Quarterly Progress Reports
Within 3 working days, send DISTRICT	<ul style="list-style-type: none"> – A copy of each approved permit – Updated list of permits as they change – Updated schedule for acquiring permits – A copy of each final permit

**ATTACHMENT C
COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, on both a fixed-price and hourly rate basis for implementing Agreement #ARV-22-024. Labor rates shall be paid on an hourly rate basis as specified in Table 1. Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and conducting technical site assessments and related tasks; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph. CONTRACTOR is responsible for tracking all expenditures, as well as classifying time spent for each project location.

Table 1. Labor Rates	
Staff Title	Hourly Rate
Clean Mobility Outreach Coordinator	\$31.37
Workforce Development Coordinator (WFD)	\$31.37
Electrician	\$78.58
Electrical Apprentice	\$52.50
Solar Installation Supervisor	\$78.58
Construction Assistant	\$52.50
Warehouse & Purchasing Manager	\$33.00
Chief Strategy Officer (Executive Support)	\$75.87
Regional Executive Director (Executive Support)	\$70.45
Construction Manager (High-level Support)	\$54.69
Clean Mobility Manager (High-level Support)	\$47.34
EVSE Operations Manager (High-level Support)	\$46.87
Project Developer, Technical (Program Management)	\$50.28
Project Developer, Analyst (Program Management)	\$38.33
Project Manager (EPC)	\$43.36
System Designer (EPC)	\$44.44
Field Service Manager (EPC)	\$58.00
Community Engagement Director (Exec. Outreach)	\$50.70
Outreach Manager (Outreach)	\$39.84
Workforce Development Manager (WFD)	\$39.84
Total Labor Budget	\$350,020

DISTRICT will pay CONTRACTOR up to an amount not to exceed \$486,668 for all direct labor, fringe benefits, and indirect costs to complete all work outlined in the Scope of Work. Payments will be made in accordance with Table 2 below and in accordance with Section 8, Payment, of this Contract. DISTRICT shall pay CONTRACTOR for time spent on outreach technical site assessments at the rates specified below. Total labor expenditures, including fringe and indirect costs, for outreach may not exceed \$100,000, unless approved in writing by the DISTRICT. Expense categories may not exceed the listed budget, unless approved in writing by the DISTRICT.

Table 2. Expense Categories and Budget	
Expense Category	Budget
Direct Labor	\$350,020
Fringe Benefits (up to 26.4% of Direct Labor)	\$92,405
Indirect Costs (up to 10% of Direct Labor and Fringe Benefits)	\$44,243
Travel	\$4,332.00
Subcontracts with Community Based Organizations (up to \$15,000 for each of the 12 sites)	\$180,000
Total	\$671,000

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$4,332.00 for travel to and from community workshops and meetings, as well as travel between sites to conduct technical site assessments. All expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out-of-state travel is prohibited and only travel costs within California will be reimbursed. Any travel expenses incurred must follow the travel policy attached hereto as Attachment E, Contractor Travel Policy.

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$180,000 for CONTRACTOR subcontract community-based organizations to conduct community outreach and engagement to multi-family housing residents for the proposed ten project sites, in addition to two additional public charging sites to meet the requirements listed in Task 2. CONTRACTOR must propose outreach plans and a timeline to DISTRICT for approval prior to beginning any work or subcontracting community-based organizations. The \$180,000 should be allocated equally across twelve total sites (\$15,000 per site), but the CONTRACTOR may request changes to the allocation for individual sites. Any changes must be approved in advance and in writing by DISTRICT. In the event that CONTRACTOR cannot identify a community-based organization to subcontract for a particular site, CONTRACTOR may seek approval from DISTRICT for CONTRACTOR to conduct community and engagement to multi-family housing residents using the allocated budget and the labor rates listed in Table 1. CONTRACTOR must seek DISTRICT approval prior to accepting and contracting community-based organizations and must meet DISTRICT contractual requirements.

CONTRACTOR shall submit invoices once a month accompanied by a detailed description of work performed during the preceding month in accordance with Section 8 of this Contract.

Total cost of Contract not to exceed \$671,000.

ATTACHMENT D

Agreement #ARV-22-024 between the Energy Commission and the DISTRICT

DRAFT

Attachment E

Contractor Travel Policy

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

GUIDELINES

Making Travel Arrangements

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

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

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

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: December 6, 2023

Re: Authorization to Amend a Master Services Agreement with Communities for a Better Environment to Extend the Contract Term End Date to March 31, 2025, and Increase the Total Not to Exceed Amount for the Contract to \$470,000

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to increase a Master Services Agreement (MSA) No. 2021.175 with Communities for a Better Environment (CBE), by \$60,000 from an amount not to exceed \$410,000 to \$470,000 and to extend the contract term end date from December 31, 2023 to March 31, 2025, to complete the development of the East Oakland Community Emissions Reduction Plan.

BACKGROUND

Communities for a Better Environment (CBE) is an environmental justice organization that has worked for decades to build community capacity on air quality planning and reduce air pollution in the East Oakland area. Since 2007, CBE has provided East Oakland residents with capacity building, legal, scientific, and technical support.

The Air District partnered with CBE to develop the Air District’s successful nomination of East Oakland to the California Air Resources Board (CARB) for a Community Emissions Reductions Plan (CERP) process, which was approved in February 2022. That partnership also built the foundation for a joint CERP development effort in East Oakland.

Following East Oakland’s AB 617 CERP designation by CARB, the Air District and CBE entered into a Master Services Agreement (MSA), Contract No. 2021.175, in October 2021 to Co-Lead the East Oakland CERP development process. As Co-Lead, CBE assisted the Air District with outreach and engagement for the East Oakland Community Steering Committee (CSC) application and selection process as well as the subsequent launch of the East Oakland CERP process. The East Oakland CSC has convened 14 times since holding its Kick-Off meeting on September 17, 2022.

The Air District, with the support of CBE and East Oakland CSC Co-Chairs Aiyahanna Johnson and Charles Reed, submitted a letter to CARB, dated May 31, 2023, on behalf of the CSC to request an extension to the timeline for completing a CERP for East Oakland to the summer of 2024. CARB responded via a letter dated July 20, 2023, acknowledging and supporting the CSC’s request for an extension to the CERP timeline pursuant to Health and Safety Code section 44391.2(c)(2)(B).

DISCUSSION

The Air District, with the help of CBE, Just Cities, LLC, and four local community-based organizations based in East Oakland, East Oakland Collective, Higher Ground Neighborhood Development Corporation, Lifers Leaving a Legacy, and RECESS FUN, Inc., recently concluded a community mapping project in which both CSC members and East Oakland community members were able to add three categories of information to an online map in the form of pins:

- Air Pollution Concerns: Air pollution from buildings, industry, trains, trucks, ships, etc.
- Locations Where People Gather: Places where people gather – especially seniors, young people, or community members with increased health risks.
- Community Strengths and Resources: Locations that represent the creativity, culture, history, heritage, and strength of the community.

The purpose of the mapping project and collecting this information was to help the Air District, CBE, and CSC members better understand the air pollution concerns that are most important to the community as the East Oakland CERP development process transitions into the strategy development phase. During this phase, the CSC will work with the Air District and CBE to identify and develop strategies to reduce air pollution in communities within the East Oakland CERP boundary.

Because the CERP timeline has been extended beyond the term of the Air District’s current Master Services Agreement with CBE, Contract No. 2021.175, Staff seek to extend the term from December 31, 2023, to March 31, 2025, and increase the total not to exceed amount from \$410,000 to \$470,000.

If authorized, the proposed amendment will allow CBE to continue the outreach, engagement, research, and policy support CBE is providing to the East Oakland CSC and East Oakland neighborhoods in its role as project Co-Lead. This work helps ensure that community needs are at the forefront of the process through completion and adoption of the East Oakland CERP.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this amended contract are included in the Program 617 Fiscal Year End 2024 budget and funded with AB 617 CAPP Implementation funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aneesh Rana
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Original Executed Master Services Contract No. 2021.175 - Communities for Better Environment
2. Contract No. 2021.175 Amendment 1 - Communities for Better Environment
3. Contract No. 2021.175 Amendment 2 - Communities for Better Environment
4. Contract No. 2021.175 Amendment 3 - Communities for Better Environment
5. Draft Contract No. 2021.175 Amendment 4 - Communities for Better Environment

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2021.175

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 **Communities for a Better Environment** (“CONTRACTOR”) whose address is 6325 Pacific Blvd, Huntington Park, CA 90255.
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 or the opportunity to obtain counsel.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from date of Contract execution to March 31, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual

quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$90,000. 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 ten (10) business days after receipt to reject the Task Order. By not rejecting the Task Order within ten (10) 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: Aneesh Rana

CONTRACTOR: Communities for a Better Environment
6325 Pacific Blvd,
Huntington Park, CA 90255
Attn: Iliana Alvarado

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, any other emergency beyond the parties' control, 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

COMMUNITIES FOR A BETTER ENVIRONMENT

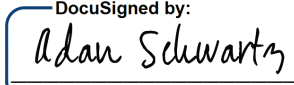
DocuSigned by:

By: _____
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Jack P. Broach
Executive Officer/APCO


By: _____
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 10/4/2021

Date: 9/29/21

Approved as to form:
District Counsel

DocuSigned by:
 10/4/2021
By: _____
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Adan Schwartz
Acting District Counsel

Attachment A General Description of Services

DISTRICT seeks assistance to support Deep East Oakland in developing and implementing a 2022 Community Emissions Reduction Plan (CERP). **Communities for a Better Environment** (CONTRACTOR) is an environmental justice organization that supports frontline residents and youth in leadership development activities that empower community members to take action and seek solutions to reduce pollution in their neighborhoods, as well as usher in a just transition to a safe, healthy, and sustainable economy. Since 2007, CONTRACTOR's East Oakland community engagement has primarily focused on reducing air pollution that most impact the health and wellbeing of community members, forming partnerships to support East Oakland capacity and power building, and focusing on reducing air pollution from local stationary facilities since 2013. As a result, CONTRACTOR has gained deep leadership and expertise around engaging DISTRICT with regulatory rulemaking processes.

CONTRACTOR shall provide DISTRICT with community engagement support, research, and facilitation services in preparation for the CERP nomination and the development of an East Oakland CERP by conducting outreach amongst CONTRACTOR's members, partners/allies, and Deep East Oakland residents.

Pursuant to Task Orders issued under this Contract, CONTRACTOR's tasks include, but are not limited to:

1. Consult with DISTRICT on issues related to community perspective on engagement issues in Deep East Oakland.
2. Assist Deep East Oakland community members and DISTRICT with designing and creating an East Oakland CERP Steering Committee.
3. Provide planning, outreach and communication, facilitation, and logistics support for meetings to support the development of a CERP Steering Committee process in Deep East Oakland, including meeting agendas, notes and summaries.
4. Recruit partner/ ally organizations to participate in the East Oakland CERP process.
5. Attend and participate in Co-Leads meetings, which are meetings between the DISTRICT and CONTRACTOR, related to AB 617 throughout the CERP process in Deep East Oakland.
6. Support DISTRICT outreach efforts by developing outreach flyers and other promotional and informational materials for the development of an East Oakland CERP process.
7. Develop and present trainings and other information about AB 617.
8. Work with DISTRICT to create agendas and define necessary content for the East Oakland CERP process.
9. Provide training and consultation to Air District staff on topics such as the history of Deep East Oakland and outreach strategies and the Deep East Oakland Community on topics such as collaborative process, community data and information gathering, data translation, visualization, and communication for the development of a CERP in Deep East Oakland.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.175

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 16, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Communities for a Better Environment** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. The PARTIES seek to amend Task Order No. 1 executed under the Contract because DISTRICT seeks additional services under the Task Order and CONTRACTOR desires to provide those additional services.
4. 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 June 30, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$90,000” with “\$91,244.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Task Order No. 1 of the Contract with the attached “Task Order No. 1-A” , and agree that all references in the Contract to Task Order No. 1 shall be deemed to refer to Task Order No. 1-A.

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

COMMUNITIES FOR A BETTER
ENVIRONMENT

DocuSigned by:
Alexander Crockett
By: _____
Alexander Crockett
Interim Executive Officer/APCO

Darryl Molina Sarmiento
By: _____
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 3/30/2022

Date: 3/23/22

Approved as to form:
District Counsel

DocuSigned by:
Adan Schwartz 3/30/2022
By: _____
Adan Schwartz
Acting District Counsel

Task Order No. 1-A

Work Plan:

CONTRACTOR shall provide assistance to develop and implement a 2022 Community Emissions Reduction Plan (CERP) via community engagement support, research, and facilitation services.

DISTRICT staff will present recommendations for the nomination of East Oakland as the next community to develop a community emission reduction plan to DISTRICT's Board of Directors for adoption on November 3, 2021. Subsequently, DISTRICT staff will present its recommendation at a public meeting hosted by the California Air Resources Board (CARB) in November/ December 2021. CARB will release its staff report in January 2022 and on February 10, 2022, CARB will consider new communities for CERP designation. Provided that East Oakland receives its designation from CARB, the process for launching the East Oakland Steering Committee will begin between February and March 2022.

Phase 1 - Pre-CERP Phase work (Task Order 1):

The Pre-CERP Phase is the initial phase of work to prepare for the recommendation to nominate East Oakland for a Community Emissions Reduction Plan process and set up the foundation for initial partnerships and launch the Steering Committee process.

Task 1: Hire and Train a 617 Project Manager & Lead Researcher

- 1.1 CONTRACTOR will create a job description for a Project Manager/ AB 617 Project Lead and Lead Researcher, and consult with the DISTRICT staff on review as needed. The Project Manager will be the main point of contact at CONTRACTOR for DISTRICT and community for the East Oakland AB 617 CERP process and manage the project responsibilities around outreach to community about the Steering Committee and planning process and partnership with the DISTRICT.
- 1.2 CONTRACTOR will post the job description(s), advertise the position(s), conduct an interview and hiring process with a committee of both CONTRACTOR and DISTRICT staff.
- 1.3 CONTRACTOR's staff will onboard the new Project Manager/Lead, including review of CONTRACTOR history, DISTRICT functions, and AB617.

Deliverables: Meeting agendas & notes, Project Manager job announcement, Researcher job announcement

Task 2: Project Management Infrastructure

- 2.1 CONTRACTOR will establish a project management infrastructure, along with the DISTRICT, to support the East Oakland CERP process for AB617 related communications including agendas and meeting notes, task order/deliverable tracking, and monthly invoicing + status reports. Having systems in place to allow DISTRICT and CONTRACTOR to share files through the cloud and developing templates for meeting materials will facilitate the development of the CERP process.
- 2.2 CONTRACTOR will participate in up to 2 meetings as needed with DISTRICT staff where staff present on AB 617 requirements and timelines and orient Project Manager.

Deliverables: Meeting notes & agendas

Task 3: Develop Collaborative Partnership Agreement

3.1 CONTRACTOR and DISTRICT will co-create a Partnership Agreement, including meeting time (estimated 3-5 meetings) and prep work. A Partnership Agreement is foundational to developing collaborative partnership between the DISTRICT and CONTRACTOR. This document will lay out how each organization will implement a co-led AB 617 CERP planning process, such as roles and responsibilities, decision-making, shared documents, approvals and communications, and may serve as a template for other partner organizations in East Oakland.

Deliverables: Meeting agendas & notes, Partnership Agreement

Task 4: Scoping and Research Needs for East Oakland

- 4.1 CONTRACTOR will participate in up to 14 meetings as needed with DISTRICT staff to discuss air monitoring, permitting, planning, and modeling and enforcement in preparation for the East Oakland AB 617 CERP process. CONTRACTOR will review information from DISTRICT and consult in identifying existing data, and gaps and needs in DISTRICT information and identify potential community research projects, such as ground truthing, community mapping or surveying.
- 4.2 As needed, CONTRACTOR will connect DISTRICT with other key agency staff to this process, such as the Oakland Planning department, Oakland Department of Transportation and Oakland Sustainability.
- 4.3 CONTRACTOR may make a request for technical assistance, pending approval from the DISTRICT.

Deliverables: Meeting agendas & notes

Task 5: Support the public process for EO nomination

- 5.1 CONTRACTOR will review and provide comments on East Oakland Selection Report. The Selection Report is an executive data summary that DISTRICT will provide to CARB to accompany the official letter to recommend nomination of East Oakland for a CERP planning process.
- 5.2 CONTRACTOR will review and provide comments on East Oakland Background Report (as needed). The Background Report is a more detailed narrative and data analysis backing the Selection Report, which may be used for various elements of the CERP planning process.
- 5.3 CONTRACTOR will participate in Public Meetings to nominate the next community at the DISTRICT (up to 2 meetings). It is anticipated that the Board of Directors will vote to consider nomination of East Oakland on November 3rd, 2021.
- 5.4 CONTRACTOR, including staff and members, will participate in Public Meetings to nominate the next community at CARB (up to 3 meetings). Should DISTRICT's Board of Directors vote affirmatively, subsequently, DISTRICT will present this recommendation to the CARB Board in late 2021 and vote in February 2022.
- 5.5 CONTRACTOR will participate in regular weekly meetings with DISTRICT staff, including co-developing agendas and taking meeting notes to plan for outreach and engagement leading up to these public meetings, debriefing meeting results and planning accordingly.

5.6 CONTRACTOR will develop curriculum and presentation materials, talking points, and build infrastructure, such as stipends, leadership structure, document storage, to prepare for outreach to community organizations and members. This outreach will support the development of a multi-organizational leadership structure and/ or a Steering Committee structure. If translation cannot be obtained in a timely fashion through DISTRICT, CONTRACTOR may translate materials through a sub-contractor as needed.

Deliverables: Meeting agendas & notes, presentation materials, report to CARB with CONTRACTOR edits, Co-leadership Infrastructure Plan for stipends and document storage

Task 6: Steering Committee establishment

6.1 CONTRACTOR will participate in the weekly Co-leads' meetings and other meetings as needed (5-7 meetings per month) with DISTRICT to design, implement and follow-up on trainings and discussions with community members and/ or staff, including a training on Brown Act and governance structure for the Steering Committee.

6.2 CONTRACTOR will participate in the weekly Co-leads' meetings with DISTRICT to co-develop an outreach approach to recruit East Oakland stakeholders to the Steering committee. CONTRACTOR will create a flyer with information about the application process and disseminate it to East Oakland organizations and residents.

6.3 CONTRACTOR will co-develop the Steering Committee design, including the desired number of seats and stakeholders. CONTRACTOR will participate in the review process, inform crafting criteria, review Steering Committee application documents, and recruit members for the review panel and participate on the review panel. In the case that the Steering Committee becomes a Brown Act body, the review panel will score and rank applicants and this will be given to the Board of Directors as a community recommendation. If the Steering Committee does not become a Brown Act body, the review panel shall select Steering Committee members.

6.4 CONTRACTOR will support onboarding Steering Committee members by reviewing orientation materials that DISTRICT will develop and communicating and meeting with Steering Committee members to go over materials.

6.5 CONTRACTOR will support the launch of the Steering Committee meetings, including working with the DISTRICT to convene and host the kick-off Steering Committee meetings.

6.6 CONTRACTOR, with assistance from DISTRICT will perform outreach, develop meeting flow design, facilitate discussion.

Deliverables: Outreach flyer, Steering Committee design, meeting agendas & notes, Steering Committee application materials and selection assistance, and orientation materials.

Task 7: Educational Engagement for Policy Makers & Elected Officials

7.1 CONTRACTOR will Prep & Plan for at least one (1) Toxic Tour of deep East Oakland for DISTRICT staff and Board members, including coordinate with DISTRICT Board and staff to create an invitation list, secure location and map, and create an agenda and talking points for the toxic tour leaders. The purpose of the Toxic tour is to educate elected officials and/or DISTRICT staff on the environmental justice and air quality issues in East Oakland by taking participants to various sites of concerns and places where community members live, work, play and pray. Participating elected officials will have an opportunity to hear stories about how community members are directly affected by pollution sources and the changes they would like to see to air quality programs and policies.

7.2 CONTRACTOR will host Toxic Tour, including setting up logistics and communication with the participants, setting up transportation needs (as needed) and coordinating with community member leaders and sites.

Deliverables: *Executed education event/ toxic tour, toxic agenda/plan.*

Task Order Schedule: The period of performance for this Task Order shall be from date of Task Order execution through June 30, 2022.

Task Order Contact:

DISTRICT's contact person under this Task Order 1 shall be Anna Lee at alee@baaqmd.gov and Karissa White at kwhite@baaqmd.gov.

Task Order Cost:

DISTRICT shall pay CONTRACTOR an initial payment of \$13,000 upon Task Order execution to begin the recruitment of the new Project Lead, establishing Project Management Infrastructure and other related tasks under Tasks 1 and 2.

DISTRICT will subsequently pay CONTRACTOR for work at the hourly rates and up to the not to exceed amount for each task as listed in the table below. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month along with a progress report summarizing work that has been completed between payments. Payments will be made within thirty (30) business days after DISTRICT's receipt of CONTRACTOR's invoice.

Labor: DISTRICT will pay CONTRACTOR for time spent completing this Task Order at the hourly rates listed in the following table:

Staff	Title	Hourly Rate
Ernesto Arevalo	Supervisor(s), NorCal Program Director	\$43.00
TBD	Project Manager	\$38.00

Sharifa Taylor	Researcher	\$38.00
Dan Sakaguchi	Lead Researcher	\$38.00
Mykela Patton	East Oakland Youth Organizer	\$38.00
Cindy Ibarra	East Oakland Community Organizer	\$38.00
Angela Scott	East Oakland Community Organizer	\$38.00
Esther Goolsby	East Oakland Build the Good Organizer	\$38.00
Adele Watts	East Oakland Energy Organizer	\$38.00
Anthony Bibiano	East Oakland Communications Associate	\$38.00
TBD	Interpretation	\$55.00
TBD	Translation	\$0.25/word

Not to Exceed (NTE) Budget Overview

TASK	TASK DESCRIPTION	Total Budget (October 27th 2021- June 30th, 2022)
Task 1:	Hire and Train a Project Manager/Lead Researcher	\$11,438
Task 2:	Project Management Infrastructure	\$11,821
Task 3:	Develop Collaborative Partnership Agreement	\$3,259
Task 4:	Scoping and Research Needs for East Oakland	\$13,504
Task 5:	Support the public process for EO nomination	\$13,907
Task 6:	Steering Committee Establishment	\$19,354
Task 7:	Educational Engagement for Policy Makers & Elected Officials	\$2,754
	Indirect Admin Fee (20%)	\$15,207
	Task Order Total	\$91,244

This budget is considered Not to Exceed (NTE). Depending on the DISTRICT staff's involvement and needs, this budget may not be expended in full.

The parties agree that Contract No. 2021.175, all its terms, and this Task Order constitute a contract for services.

Total Task Order cost not exceed \$91,244

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.175

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 24, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Communities for a Better Environment** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the "Contract"), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 16, 2022, for reference purposes only, to amend the term, total cost, and Task Order No. 1.
3. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 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, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$91,244" with "\$410,000."
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: ^{DocuSigned by:}
Sharon Landers
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Sharon Landers
Interim Executive Officer/APCO

By: 
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 7/3/2022

Date: 6/14/22

Approved as to form:
District Counsel

By: ^{DocuSigned by:}
Alexander Crockett 6/29/2022
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Alexander Crockett
District Counsel

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.175

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, June 28, 2022.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Communities for a Better Environment** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 16, 2022, for reference purposes only, to amend the term, total cost, and Task Order No. 1.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated May 24, 2022, for reference purposes only, to amend the term and total Cost of the Contract.
4. The PARTIES seek to retroactively extend the term date of Task Order No. 1 executed under the Contract because DISTRICT seeks to continue receiving the services prescribed under Task Order No. 1.
5. 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 Task Order No. 1 of the Contract, by deleting the paragraph titled “Task Order Schedule” and replacing it with the following paragraph:


Task Order Schedule: The period of performance for this Task Order shall be from date of Task Order execution through December 31, 2022.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract and of Task Order No.1 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

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: DocuSigned by:
Veronica Eady _____
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Snaron Landers
Interim Executive Officer/APCO

By:  _____
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 7/8/2022

Date: 6/29/22

Approved as to form:
District Counsel

By: DocuSigned by:
Alexander Crockett 7/7/2022
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Alexander Crockett
District Counsel

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.175

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, November 13, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Communities for a Better Environment** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 16, 2022, for reference purposes only, to amend the term, total cost, and Task Order No. 1.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated May 24, 2022, 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 June 28, 2022, for reference purposes only, to amend the Task Order No. 1 executed under the Contract.
5. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
6. In accordance with Section 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 March 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$410,000” with “\$470,000.”

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Darryl Molina Sarmiento
Executive Director/ CBE

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: December 6, 2023

Re: Authorization to Execute Contracts with Communities for a Better Environment and
The Regents of the University of California for Implementation of a Community Air
Monitoring Project in East Oakland

RECOMMENDED ACTION

Recommend Board of Directors authorize the Executive Officer/APCO to:

1. Execute a professional services contract with Communities for a Better Environment (CBE) from January 2, 2024 to April 30, 2026 for a total amount not to exceed \$137,831; and
2. Execute a professional services contract with The Regents of the University of California from January 2, 2024 to April 30, 2026 for a total amount not to exceed \$150,533.

BACKGROUND

On December 13, 2021 the US Environmental Protection Agency (EPA) solicited proposals for the American Rescue Plan Enhanced Air Quality Monitoring for Communities Competitive Grant program. At CBE's request, the Air District developed and submitted a proposal to fund CBE's contributions and the contributions of an additional project partner – the University of California, Berkeley (UCB) – to support air monitoring in East Oakland to address the community's ongoing air quality concerns.

The Air District's proposal was selected for funding in the amount of \$298,114 and the Board authorized the Air District to accept the funding on June 21, 2023. The Grant Agreement (as amended on June 20, 2023) (Attachment 1) is now effective with a three-year period of performance ending on June 30, 2026. The project consists of three components:

1. Based on input gathered from a community engagement process led by CBE, the Air District and CBE will develop a sampling plan for exploratory measurements of volatile organic compounds and particulate matter (PM) around sources or receptors of interest to the community. The Air District will perform the measurements using its air monitoring van.

2. The Air District and CBE will design and deploy short- or medium-duration stationary measurements as needed to investigate questions raised by the results of the exploratory measurements.
3. CBE and UCB will deploy a network of outdoor and indoor commercial PM sensors and DIY air filtration units to community members, and will examine the effectiveness of the DIY filters particularly on days with high air pollution such as those during wildfire events. Sensors will also be placed at schools and other community locations.

DISCUSSION

Of the \$298,114 awarded by EPA, approximately 97% (\$288,364) has been allocated in the grant agreement to the Air District's project partners to support their participation in the project. A total of \$137,831 has been allocated for CBE (Attachment 2), which will develop and execute community engagement plans, develop a prioritized list of facilities of interest for the Air District to conduct air quality measurements, host training and informational sessions for project participants, and support the participation of community members who host air sensors and air filtration units. A total of \$150,533 has been allocated to UCB (Attachment 3), which will develop a monitoring and deployment plan for the air sensors and air filtration units, procure supplies and equipment necessary for deploying the air sensors and air filtration units, deploy the air sensors and air filtration units, participate in public outreach and engagement activities, and evaluate the effectiveness of the air filtration units on indoor air quality.

In addition to CBE's extensive experience empowering frontline communities to take leadership positions in preventing and reducing pollution, CBE is participating in the co-led development of an AB 617 Community Emissions Reduction Plan (CERP) for East Oakland, which means they will be able to assist in coordinating the findings and needs of both the air monitoring project and the CERP development. Additionally, UCB has successfully deployed community-based networks of low-cost sensors in collaboration with local environmental justice organizations in West Oakland, Richmond, and Modesto, California. This partnership will leverage CBE's community expertise and the UCB team's experience with community training, sensor network design, and data analysis.

BUDGET CONSIDERATION/FINANCIAL IMPACT

If approved, both contracts totaling an amount not to exceed \$288,364 will be funded by the EPA grant.


Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joseph Lapka
Reviewed by: Katherine Hoag and Ranyee Chiang

ATTACHMENTS:

1. Attachment 1 - EPA Grant Agreement with BAAQMD
2. Attachment 2 - Draft Contract Communities for a Better Environment
3. Attachment 3 - Draft Contract Regents of the University of California

 <p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p align="center">Assistance Amendment</p>	GRANT NUMBER (FAIN): 98T56701 MODIFICATION NUMBER: 1 PROGRAM CODE: 0X		DATE OF AWARD 06/20/2023
	TYPE OF ACTION No Cost Amendment		MAILING DATE 06/20/2023
	PAYMENT METHOD: ASAP		ACH# 90049
	RECIPIENT TYPE: Special District		
RECIPIENT: Bay Area AQMD 375 Beale St., Suite 600 San Francisco, CA 94105 EIN: 94-1622746		PAYEE: Bay Area AQMD 375 Beale St., Suite 600 San Francisco, CA 94105	
PROJECT MANAGER Katherine Hoag 375 Beale St., Suite 600 San Francisco, CA 94105 Email: khoag@baaqmd.gov Phone: 415-749-4619		EPA PROJECT OFFICER Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: latigue.angela@epa.gov Phone: 415-947-4170	
EPA GRANT SPECIALIST Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: adams.veronica@epa.gov Phone: 415-972-3677			
PROJECT TITLE AND EXPLANATION OF CHANGES American Rescue Plan - CAA Special Purpose Activities See Attachment 1 for project description.			
BUDGET PERIOD 07/01/2023 - 06/30/2026	PROJECT PERIOD 07/01/2023 - 06/30/2026	TOTAL BUDGET PERIOD COST \$298,114.00	TOTAL PROJECT PERIOD COST \$298,114.00
<h3>NOTICE OF AWARD</h3> <p>Based on your Application dated 03/25/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$298,114.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 , U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer Veronica Adams - Award Official Delegate			DATE 06/20/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$298,114	\$0	\$298,114
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$298,114	\$0	\$298,114

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$9,750
6. Contractual	\$0
7. Construction	\$0
8. Other	\$288,364
9. Total Direct Charges	\$298,114
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$298,114
12. Total Approved Assistance Amount	\$298,114
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$298,114

Attachment 1 - Project Description

These funds will be used to support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities and tribal, state, and local governments that leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found. Specifically, the recipient will use a multifaceted approach for characterizing local-scale air quality impacts in East Oakland, California, and provide essential information for the development of effective strategies for reducing air pollution exposure and emissions. The purpose of this competitively selected grant is to conduct ambient air monitoring of pollutants of greatest concern in communities with environmental and health outcome disparities stemming from pollution and the COVID-19 pandemic.

This grant amendment revises the budget. The Federal funding in the amount of \$298,114 and the budget and project period remain the same.

These funds will be used to support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities and tribal, state, and local governments that leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found. Specifically, the recipient will use a multifaceted approach for characterizing local-scale air quality impacts in East Oakland, California, and provide essential information for the development of effective strategies for reducing air pollution exposure and emissions.

Expected deliverables include purchasing and deploying air sensors to increase the accessibility to real-time PM data throughout an area that has fewer sensors than other parts of the Bay Area. Expected Outcomes: Increased awareness of volatile organic compounds (VOC) and particulate matter (PM) levels around specific facilities identified and prioritized by community members for future regulatory development and enforcement. Operation of PM_{2.5} or other National Ambient Air Quality Standards (NAAQS) pollutants air monitoring in accordance with all EPA requirements leading to collection of quality assured ambient air quality data to help ensure that more Americans are living and working in areas that meet high air quality standards. Intended Beneficiaries: Direct beneficiaries of these activities are community residents who will have decreased risk of adverse health effects, including cancer and neurological effects.

Subrecipients will receive funding for personnel, outreach materials, and various services required for successful completion of project activities.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance

Programmatic Conditions

a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

1. Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

2. Performance Reports - Frequency

The recipient agrees to submit **quarterly** performance reports electronically to the EPA Project Officer within 30 days after the quarterly reporting period ends.

Quarterly reports are due according to the following schedule:

July 1 to Sep. 30; Reporting Period: report due October 31;

Oct. 1 to Dec. 31; Reporting Period: report due January 31;

Jan. 1 to March 31; Reporting Period: report due April 30; and

April 1 to June 30; Reporting Period: report due July 31.

If a project start-date falls within a defined Reporting Period, the recipient must report for that period by the given due date.

If a due date falls on a weekend or holiday, the report will be due on the next business day. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

The recipient must submit the **final** performance report no later than 120 calendar days after the end date of the period of performance.

3. Subaward Performance Reporting

Note: Project Officers may customize this reporting requirement based on programmatic information needs provided they do not create a form for the collection of identical data from 10 or more pass-through entities. Doing so may trigger the Office of Management and Budget's Information Collection Request (ICR) regulations. POs should consult with OGC or ORC as appropriate if there are questions regarding whether an ICR is required.

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

b. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at:

<https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>.

As a pass-through entity, the recipient agrees to:

1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

(a) For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

(b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 *Participant support costs*, 2 CFR 200.1 *Subaward*, and EPA's Guidance on Participant Support Costs.

(c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2. Establish and follow a system that ensures all **subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a)**. EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier (UEI)." The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in EPA's General Term and Condition "**System for Award Management and Universal Identifier Requirements**" of the pass-through entity's agreement with the EPA.

4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement

with EPA entitled "**Management Fees.**"

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

Prior experience with same or similar subawards;

(a) Results of previous audits;

(b) Whether new or substantially changed personnel or systems, and;

(c) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

(e) Requiring the non-Federal entity to obtain technical or management assistance, and

(f) Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.332(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA),

prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

12. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14. Establish and maintain a system under 2 CFR 200.332(d)(3) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

c. Data Reporting

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

d. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the

connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

e. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

f. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to this project as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

g. Quality Assurance

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement [a/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

h. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Bay Area Air Quality Management District received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

i. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern](#) (iDURCPolicy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURCPolicy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) (DURC@epa.gov) of the institution's determination.

--End of Document--

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2023.211

1. **PARTIES** - The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Communities for a Better Environment** (“GRANTEE”) whose address is 6325 Pacific Avenue, #300, Huntington Park, CA 90255.
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 Agreement under California Health and Safety Code Section 40701.
 - b. This Agreement will be funded from the United States Environmental Protection Agency (EPA) to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland.
 - B. DISTRICT desires to pass-through funds from EPA to GRANTEE for the activities described in Attachment A, Work Plan.
 - C. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from January 2, 2024 until April 30, 2026, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;
 - ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. Either party may terminate this Agreement for breach by the other party.
 - i) Failure to perform any agreement or obligation contained in this Agreement or failure to perform the services in a satisfactory manner shall constitute a breach of the Agreement.
 - ii) The non-breaching party may terminate the Agreement 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 GRANTEE fails to perform any obligation under this Agreement, 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 GRANTEE for work performed under this Agreement. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, GRANTEE under this Agreement.

- 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 Agreement and recover any damages.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT in writing.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INDEMNIFICATION - GRANTEE 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) arising out of, caused by, or connected to performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. ALLOCATED FUNDING AND PAYMENT
- A. Work shall be performed on a cost reimbursement basis. The estimated cost for the work to be performed under this Agreement is \$137,831.
 - B. DISTRICT has obligated \$137,831 as the maximum amount to be reimbursed to GRANTEE under the Agreement.
 - C. DISTRICT agrees to reimburse GRANTEE for the activities described in Attachment A, Work Plan. DISTRICT will make payments of grant funds to GRANTEE to reimburse GRANTEE for its costs incurred according to the Schedule of Payment Milestones and Deliverables in Attachment A. Upon successful completion and DISTRICT approval of a milestone or deliverable, GRANTEE shall

invoice DISTRICT for the costs incurred up to the Maximum Amount Payable shown in the Schedule of Payment Milestones and Deliverables; the invoice shall be payable by DISTRICT within thirty (30) days.

- D. Invoices for reimbursement must be submitted using the invoice template provided by DISTRICT and must be supplemented with supporting documentation for all invoiced costs. Supporting documentation must be combined into a single attachment with the invoice.
 - E. To avoid delays in processing and payment, only one invoice should be sent per email to the DISTRICT representative identified in Section 10, (NOTICES).
 - F. Upon completion of the work and delivery of all required deliverables and reports, GRANTEE shall provide DISTRICT with an invoice marked "Final Invoice" notifying DISTRICT that no further invoices and charges are forthcoming.
 - G. GRANTEE shall carry out the work described on the Work Plan and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
 - H. Payment will be made only to GRANTEE.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail or regular first class mail. In the case of e-mail communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail 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: Katherine Hoag
E-mail: khoag@baaqmd.gov

GRANTEE: Communities for a Better Environment
6325 Pacific Avenue, #300
Huntington Park, CA 90255
Attn: Darryl Molina Sarmiento
E-mail: dmolina@cbeval.org

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

12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
13. ADVERTISING / PUBLIC EDUCATION - GRANTEE shall submit copies of all draft public education or advertising materials to DISTRICT for review and approval prior to GRANTEE's use of such materials.
14. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
 - B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
 - C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
15. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the DISTRICT or its designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.

16. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
17. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall also register with the California Attorney General's Registry of Charitable Trusts pursuant to California Government Code section 12585, if applicable. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
18. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
 - D. Notify 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 GRANTEE'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 GRANTEE.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.

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

20. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.

21. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.

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

23. 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 Agreement 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 Agreement, 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.

24. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.
25. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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 Agreement 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 Agreement.
27. COUNTERPARTS/FACSIMILES/SCANS – This Agreement 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 Agreement 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 Agreement, including mediation, shall be San Francisco, California.
29. 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 Agreement, 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 Agreement.
 - F. Maximum recovery under this section shall be limited to \$137,831. The mediation costs shall not reduce the maximum amount recoverable under this section.

30. NON-DISCRIMINATION – In the performance of this Agreement, GRANTEE 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. GRANTEE shall also require each subcontractor performing work in connection with this Agreement to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

31. INSURANCE

A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE 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 GRANTEE or to terminate this Agreement for breach.

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

33. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 15 (Audit / Records Access), 16 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 18 (Confidentiality), 19

(Intellectual Property Rights), and 20 (Publication) shall survive the expiration or termination of this Agreement.

34. SUPERSEDING FEDERAL FUNDING REQUIREMENTS

A. DEFINITIONS

- i) Government means the United States of America and any executive department or agency thereof.
- ii) EPA means United States Environmental Protection Agency.
- iii) Third Party Subcontract means a subcontract at any tier entered into by GRANTEE or subcontractor, financed in whole or in part with Federal assistance originally derived from EPA.

B. FEDERAL COMPLIANCE

- i) This is an acknowledgement that EPA financial assistance will be sought and if available used to fund all or a portion of the Agreement. GRANTEE shall at all times comply with all applicable regulations, policies, procedures, and EPA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein for reference. GRANTEE's failure to so comply shall constitute a material breach of the Agreement.
- ii) GRANTEE agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. CLEAN AIR ACT

- i) GRANTEE agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- ii) GRANTEE agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation to the EPA, and the appropriate EPA Regional Office.
- iii) GRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by EPA.

D. FEDERAL WATER POLLUTION CONTROL ACT

- i) GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii) GRANTEE agrees to report each violation to DISTRICT and understands that DISTRICT will, in turn, report each violation to EPA, and the appropriate EPA Regional Office.
- iii) GRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by EPA.

E. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)

- i) GRANTEE shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii) GRANTEE's signature affixed herein this Agreement shall constitute a certification under

penalty of perjury under the laws of the State of California, that GRANTEE certifies, to the best of its knowledge and belief, that:

- a. No State, Federal, or Customer appropriated funds have been paid or will be paid, by or on behalf of GRANTEE, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- iv) GRANTEE agrees to include the certification language above in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

F. PROCUREMENT OF RECOVERED MATERIALS

- i) In the performance of the Agreement, GRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements;
 - c. At a reasonable price.
- ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii) GRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act".

G. DEBARMENT AND SUSPENSION CERTIFICATION

- i) The Agreement and this Section 34 are a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, GRANTEE is required to verify that none of GRANTEE's principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded or disqualified (defined at 2 C.F.R. §180.935).
- ii) GRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.
- iii) GRANTEE's signature affixed herein this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that GRANTEE or any person

associated therewith in the capacity of owner, partner, director, officer, or manager:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- iv) This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that GRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - v) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award or Agreement, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - vi) GRANTEE agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract that may arise out of this offer. GRANTEE agrees to include such compliance in its lower tier covered transactions.

H. ACCESS TO RECORDS

- i) GRANTEE agrees to provide DISTRICT, the EPA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of GRANTEE which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- ii) GRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii) GRANTEE agrees to provide the EPA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- iv) In compliance with the Disaster Recovery Act of 2018, DISTRICT and GRANTEE acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the EPA Administrator or the Comptroller General of the United States.

I. NO OBLIGATION BY FEDERAL GOVERNMENT

- i) The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the Agreement.
- ii) GRANTEE agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- i) GRANTEE acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to GRANTEE's actions pertaining to the Agreement.

K. TERMINATION FOR CAUSE

- i) GRANTEE's failure to perform or observe any term, covenant or condition of this Section 34 shall constitute an event of default under the Agreement and DISTRICT may terminate the Agreement.

L. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- i) GRANTEE and subcontractors are prohibited from obligating funds from this Agreement to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- ii) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- iii) See Public Law 115-232, section 889 for additional information.

M. DOMESTIC PREFERENCES FOR PROCUREMENTS

- i) As practicable and to the extent consistent with the law, GRANTEE should to the greatest extent practical under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. EPA AWARD REQUIREMENTS

GRANTEE is subject to the same requirements as those that apply to DISTRICT's EPA award. GRANTEE must conduct itself and use the funds from the EPA award in accordance with Federal statutes, regulations, and the terms of the EPA award, including, but not limited to, the requirements below.

- i) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- ii) Reporting subawards and executive compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Conditions of DISTRICT's agreement with EPA entitled, "Reporting Subawards and Executive Compensation."
- iii) Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.10 and the General Conditions of DISTRICT's agreement with EPA entitled, "Consultant Fee Cap."
- iv) EPA's prohibition on paying management fees as set forth in the General Conditions of District's agreement with EPA entitled, "Management Fees."
- v) The Procurement Standards in 2 CFR Part 200 including those requiring competition when GRANTEE acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
- vi) For states and other public recipients, a provision that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
- vii) The Administrative Conditions of DISTRICT's agreement with EPA, which are hereby incorporated by reference.
- viii) All other applicable statutes, regulations, and Executive Orders described in *Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients*, available at https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf.
- ix) GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- x) As required by 2 CFR 200.216, GRANTEE and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation.
- xi) No research involving human subjects will be conducted under this Agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this Agreement, the GRANTEE agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects).

GRANTEE further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this Agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26. Following the initial approvals indicated above, GRANTEE must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e).

- xii) GRANTEE agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- xiii) Conduct all procurement transactions in a manner providing full and open competition consistent with 2 CFR Part 200.319. Grantees and subgrantees must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.
- xiv) Use of EPA's logo or seal is not permitted unless and until DISTRICT receives written permission from EPA's Office of Public Affairs (OPA); use of EPA's logo or seal is subject to all conditions of use posted on EPA's website (<https://www.epa.gov/aboutepa/using-epa-seal-and-logo>) or otherwise communicated to DISTRICT by the appropriate EPA representatives.
- xv) GRANTEE agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 98T56701 to the Bay Area Air Quality Management District. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

- xvi) When collecting and managing environmental data under the Agreement, GRANTEE must follow all applicable State law cybersecurity requirements.
- xvii) GRANTEE must ensure that any connections between GRANTEE's network or information system and EPA networks used by GRANTEE to transfer data under this Agreement are secure. For purposes of this condition, a connection is defined as a dedicated persistent interface between an EPA IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.
- xviii) GRANTEE shall fully comply with Subpart C of 2 C.F.R. Part 180.

O. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- i) The preceding paragraphs A-N in this Section 34 include, in part, certain standard terms and

conditions required by EPA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by EPA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all EPA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. GRANTEE shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause DISTRICT to be in violation of the EPA terms and conditions.

P. REQUIREMENTS FOR PASS-THROUGH ENTITIES

- i. Federal award and subaward information and identification is provided in Attachment B for reference.

Q. INCORPORATION OF EPA SUBAWARD POLICY

- i) The terms and conditions of EPA Subaward Policy, attached as Attachment C, to the extent not stated herein are expressly incorporated herein by reference and in the event of any conflict between this Agreement and the EPA Subaward Policy, the terms of the EPA Subaward Policy shall govern, control and supersede over the provisions of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
Philip M. Fine, Ph.D.
Executive Officer/APCO

By: _____
Darryl Molina Sarmiento
Executive Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

DRAFT

ATTACHMENT A

WORK PLAN

Overview

East Oakland community members and organizations have long advocated for health equity, cleaner air, and investments to promote a green and regenerative economy. The work in this Agreement responds to decades of racist and discriminatory practices such as redlining and land use zoning, which have excluded East Oakland and other communities of color from wealth-building opportunities while simultaneously and disproportionately locating polluting industry in Black and Brown neighborhoods.

Today, East Oakland is a majority Black and Brown community that contains large tracts of industrially zoned land with a mix of large and small stationary industrial sources that directly emit pollutants to the atmosphere and that generate many daily truck trips. These sources are often directly upwind of residences, schools, childcare centers, and other areas where community members gather. East Oakland is also a major transportation corridor with goods moving via ship, rail, congested freeways, and truck routes in close proximity to people's homes. This area includes Interstate 880, Oakland International Airport, and industrial and logistics businesses associated with the Port of Oakland including the Oakland Foreign Trade Zone.

DISTRICT was awarded grant funding from the Environmental Protection Agency (EPA) to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland (hereinafter referred to as "project"). Specifically, the project will involve three components:

1. Component 1 – Use of DISTRICT's air monitoring van to perform exploratory measurements of volatile organic compounds (VOCs) – including many air toxics – and particulate matter (PM) characteristics around sources or receptors of interest to the community,
2. Component 2 – Follow-up studies using short- or medium-duration stationary measurements to investigate questions raised by the results of the screening measurements, and
3. Component 3 – Deployment of a network of outdoor and indoor commercial particulate matter sensors and do-it-yourself (DIY) air filtration units to community members and schools, who will be trained to interpret data and respond to air quality emergencies, such as wildfire smoke events.

It is expected that all three Components of the project will aid in:

1. evaluating VOC and PM levels around specific facilities identified and prioritized by community members;
2. identifying community hotspots where VOC and PM levels are unusually high compared to surrounding areas;
3. informing efforts to reduce emissions and exposure, including future regulatory development, enforcement, or other activities;
4. providing community members with consumer-grade PM sensors to increase the accessibility to real-time PM data throughout an area that has fewer sensors than other parts of the Bay Area; and
5. providing community members with air filters to mitigate and reduce infiltrated wildfire PM pollution inside residences and buildings.

GRANTEE will assist in the implementation of all three project components. These efforts include:

- Development of community engagement plans for all three project Components;
- Execution of the community engagement plans sufficient to:

- Develop and submit to DISTRICT a prioritized list of facilities or other sources of air pollution of interest to community members for exploratory measurements and potential follow-up studies under Components 1 and 2 of the project;
- Recruit and secure the participation of Project Participants, including:
 - Thirty (30) individuals/households to host sensors and receive air filtration units under Component 3 of the project (“Individual Project Participants”), and
 - Five (5) schools to host sensors under Component 3 of the project (“School Project Participants”); and
- Develop and submit to DISTRICT a prioritized list of locations in East Oakland for the placement of sensors under Component 3 of the project to allow the hosting of sensors by unhoused community members;
- Delivery of training sessions for Individual Project Participants and School Project Participants;
- Delivery of informational sessions with Individual Project Participants and School Project Participants to answer questions, show data, and discuss results, performed on a quarterly basis following deployment of the sensors under Component 3 of the project;
- Review and suggest revisions to products or other materials produced by DISTRICT or other DISTRICT grantees for purposes of this project; and
- Disbursement of participation incentives to Individual Project Participants for Component 3 of the project.

Task 1: Project Management

Upon execution of this Agreement, each party shall designate, in writing, a Project Manager to serve as the point of contact for the duration of this Agreement. The Project Managers shall be available to meet weekly, unless otherwise mutually agreed, to plan, coordinate, and review the activities and the deliverables required under this Agreement.

On a quarterly basis, GRANTEE shall prepare and submit a report to DISTRICT summarizing GRANTEE’s activities and progress since the last report. The report shall be in a mutually agreed upon format and contain a comparison of actual accomplishments to the deliverables, outputs, or outcomes established in this Agreement; and it shall identify any problems, delays, or adverse conditions that may materially impair GRANTEE’s ability to meet the deliverables, outputs, or outcomes specified in this Agreement. The report shall be submitted to DISTRICT on or before the seventh day of each calendar quarter for activities completed in the previous quarter. Upon completion of all deliverables, GRANTEE shall prepare and submit a final close-out report summarizing the work performed, the results of the work, and lessons learned.

Deliverables 1a:

1. Quarterly reports
2. Final close-out report – Due by April 30, 2026

Task 2: Community Engagement Plans

GRANTEE will develop two (2) community engagement plans. The first community engagement plan will inform and support implementation of the screening measurements and subsequent follow-up studies near facilities of interest under Components 1 and 2 of the project. The second community engagement plan will inform and support deployment of the air sensors and air filtration units under Component 3 of the project.

Task 2a: Community Engagement Plan for Project Components 1 and 2

GRANTEE shall prepare and submit to DISTRICT for approval a community engagement plan to inform and support the implementation of project Components 1 and 2. The plan will discuss the methods, strategies, and activities GRANTEE will use to gather community input regarding facilities of interest, and ensure the needs, concerns, and perspectives of the community are taken into consideration throughout the overall planning and implementation of project Components 1 and 2. The plan will also discuss the approaches GRANTEE will take to keep community members apprised of the project status and communicate the results of the project. At a minimum, the plan must include the following:

- a. Goals and Objectives - Define the purpose of the engagement plan, including goals and objectives that will be achieved;
- b. Stakeholder Analysis - Identify key stakeholders within the community including individuals, organizations, and groups that will be involved in the engagement activities;
- c. Methods and Activities – Outline the approaches that will be used to communicate with and engage the community including appropriate channels (e.g., meetings, community events, focus groups, emails, surveys, etc.), messages, and frequency of communication to keep the community informed and engaged;
- d. Inclusivity and Diversity – Describe how the engagement plan will be inclusive of all community members to ensure diverse perspectives are heard;
- e. Feedback Collection and Analysis – Describe how feedback will be collected, processed, and analyzed; and
- f. Timeline – Include a timeline that outlines when each engagement activity will take place.

Deliverable 2a:

1. Community engagement plan for project Components 1 and 2 - Due by March 1, 2024

Task 2b: Community Engagement Plan for Project Component 3

GRANTEE shall prepare and submit to DISTRICT for approval a community engagement plan to inform and support the implementation of project Component 3, including recruitment of Project Participants and development of a prioritized list of locations in East Oakland for the placement of sensors to allow the hosting of sensors by unhoused community members. The plan will discuss the methods, strategies, and activities GRANTEE will use to recruit Project Participants to take part in the project. The plan will also discuss the approaches GRANTEE will take to orient Project Participants to the air sensors and explain the resulting data. These approaches shall include, but not be limited to, the meetings described under Task

4. At a minimum, the plan must include the following:

- a. Goals and Objectives - Define the purpose of the engagement plan, including goals and objectives that will be achieved;
- b. Stakeholder Analysis - Identify key stakeholders within the community including individuals, organizations, and groups that will be involved in the engagement activities;
- c. Methods and Activities – Outline the approaches that will be used to communicate with and engage the community including appropriate channels (e.g., meetings, community events, focus groups, emails, surveys, etc.), messages, and frequency of communication to recruit Project Participants and keep the community informed and engaged;
- d. Inclusivity and Diversity – Describe how the engagement plan will be inclusive of all community members to ensure diversity among Project Participants; and
- e. Timeline – Include a timeline that outlines when each engagement activity will take place.

Deliverable 2b:

1. Community engagement plan for project Component 3 – Due by March 1, 2024

Task 3: Community Outreach and Engagement

GRANTEE will execute the DISTRICT-approved community engagement plans.

Task 3a: Community Outreach and Engagement in Support of Project Components 1 and 2

GRANTEE shall execute the community outreach and engagement activities described in the approved community engagement plan for project Components 1 and 2. Such activities may include, but may not be limited to, meetings, community events, focus groups, emails, or surveys sufficient to develop and submit to the DISTRICT a prioritized list of facilities of interest for screening measurements and potential follow-up studies.

Deliverables 3a:

1. Community engagement activities as detailed in the community engagement plan for project components 1 and 2 – due according to timeline in the DISTRICT-approved plan
2. Spreadsheet with prioritized list of facilities of interest for screening measurements and potential follow-up studies – due by May 3, 2024

Task 3b: Community Outreach and Engagement in Support of Project Component 3

GRANTEE shall execute the community outreach and engagement activities described in the approved community engagement plan for project Component 3. Such activities shall be sufficient to secure successful participation in the project by thirty (30) Individual Project Participants and five (5) School Project Participants, and to develop a prioritized list of locations in East Oakland for the placement of sensors to allow the hosting of sensors by unhoused community members.

Deliverables 3b:

1. Community engagement activities as detailed in the community engagement plan for project Components 3 – due according to timeline in the DISTRICT-approved plan
2. Spreadsheet with list of Individual Project Participants who have agreed to participate in Component 3 of the project by hosting paired indoor/outdoor air sensors and receiving a DIY air filtration unit – due by May 3, 2024
3. Spreadsheet with list of School Project Participants that have agreed to participate in Component 3 of the project by hosting an outdoor air sensor; the spreadsheet shall include the name of the school, the school address, and contact information (name, phone number, and email address) of the staff person at the school who will be responsible for managing the air sensor – May 3, 2024
4. List of recommended locations for placement of five (5) outdoor air sensors to allow hosting of the sensors by unhoused community members – May 3, 2024

Task 4: Training and Informational Sessions for Air Sensor and Air Filtration Unit Hosts

GRANTEE shall organize and deliver a series of training sessions for Project Participants to inform them about the air sensors, what they measure, how they work, and how to access and interpret the data. GRANTEE will hold a minimum of two (2) training sessions on separate dates at times of the day that will allow maximum participation by Project Participants. GRANTEE will provide notice of the training sessions to Project Participants at least thirty (30) days in advance of each session.

Following deployment of the air sensors and air filtration units and completion of the training sessions, GRANTEE shall also hold a minimum of four (4) additional informational sessions with Project Participants to discuss the collected data and answer Project Participants' questions. The sessions shall be held on a

quarterly basis, at a time of the day that will allow maximum participation by Project Participants. GRANTEE will provide notice of the information sessions to the Project Participants at least thirty (30) days in advance of each session.

Deliverables 4a:

1. Copies of the notifications sent to Project Participants to inform them about the training sessions, presentation materials or other information used for the training sessions, and a brief written summary of each session with the number of attendees – Due by June 28, 2024
2. Copies of the notifications sent to Project Participants to inform them about the first quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees – Due by November 29, 2024
3. Copies of the notifications sent to Project Participants to inform them about the second quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees – Due by February 28, 2025
4. Copies of the notifications sent to Project Participants to inform them about the third quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees – Due by May 30, 2025
5. Copies of the notifications sent to Project Participants to inform them about the fourth quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees – Due by August 29, 2025

Task 5: Disbursement of Participation Incentives to Individual Project Participants

Funding in the amount of \$9,750 has been allocated to incentivize participation in Component 3 of the project by Individual Project Participants (a maximum incentive of \$325 per Project Participant). GRANTEE shall procure thirty (30) bank-issued cash cards (e.g., Visa or Mastercard gift card) in the amount of \$325 each, less the cost of each cash card or any applicable activation fees. GRANTEE shall also establish and follow a system for distributing one cash card to each of the thirty (30) Individual Project Participants. An Individual Project Participant shall not be given their participation incentive before the sensor(s) at the Individual Project Participant's residence have been installed and begun collecting data. GRANTEE shall retain receipts for the bank-issued cards and develop a spreadsheet for documenting the date that each Individual Project Participant is given a participation incentive.

Deliverables 5a:

1. Receipts for bank-issued cash cards – Due by May 3, 2024
2. Spreadsheet providing documentation of the date each Individual Project Participant is given a participation incentive – Due by November 29, 2024

Task 6: Review and Comment on Project Deliverables

Upon receipt of draft deliverables related to the project from the DISTRICT, GRANTEE shall review said deliverables and provide any feedback, comments, or suggested edits in writing. Such feedback, comments, or suggested edits shall typically be due no later than two weeks from receipt of the draft deliverables unless otherwise mutually agreed by DISTRICT and GRANTEE.

Deliverable 6a:

1. Comments and suggested edits on draft project deliverables provided to GRANTEE by DISTRICT – Due within 2 weeks from receipt of draft deliverables from DISTRICT

Schedule of Payment Milestones and Deliverables

Payment of grant funds shall be contingent upon DISTRICT’s approval of GRANTEE’s quarterly progress reports and final deliverables. DISTRICT approval will take into consideration adequate progress in implementing program tasks to meet the milestones set forth below. DISTRICT shall pay GRANTEE as provided in Section 8 of this Agreement.

Milestone/Deliverable	Required Progress	Due Date	Maximum Amount Payable
5% payable following execution of this Agreement	Completed	NA	\$6,892
Deliverable 2a.1 – Community engagement plan for project Components 1 and 2	Completed	3/1/2024	\$8,000
Deliverable 2b.1 – Community engagement plan for project Component 3	Completed	3/1/2024	\$8,000
Deliverable 3a.1 – Community engagement activities as detailed in the community engagement plan for project components 1 and 2	Completed	As specified in the approved community engagement plan (Deliverable 2a.1)	\$16,000
Deliverable 3a.2 – Spreadsheet prioritized list of facilities of interest for screening measurements and potential follow-up studies	Completed	5/3/2024	\$4,000
Deliverable 3b.1 – Community engagement activities as detailed in the community engagement plan for project Component 3	Completed	As specified in the approved community engagement plan (Deliverable 2b.1)	\$24,000
Deliverable 3b.2 – Spreadsheet with list of Individual Project Participants who have agreed to participate in Component 3 of the project	Completed	5/3/2024	\$4,000
Deliverable 3b.3 – Spreadsheet with list of School Project Participants that have agreed to participate in Component 3 of the project	Completed	5/3/2024	\$4,000
Deliverable 3b.4 – List of recommended locations for placement of outdoor air sensors to allow hosting of sensors by unhoused community members	Completed	5/3/2024	\$4,000

Milestone/Deliverable	Required Progress	Due Date	Maximum Amount Payable
Deliverable 4a.1 – Copies of the notifications sent to Community Participants to inform them about the training sessions, presentation materials or other information used for the training sessions, and a brief written summary of each session with the number of attendees	Completed	6/28/2024	\$9,000
Deliverable 4a.2 – Copies of the notifications sent to Community Participants to inform them about the first quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees	Completed	11/29/2024	\$5,000
Deliverable 4a.3 – Copies of the notifications sent to Community Participants to inform them about the second quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees	Completed	2/28/2025	\$5,000
Deliverable 4a.4 – Copies of the notifications sent to Community Participants to inform them about the third quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees	Completed	5/30/2025	\$5,000
Deliverable 4a.5 – Copies of the notifications sent to Community Participants to inform them about the fourth quarterly informational session, presentation materials used for the informational session, and a brief written summary of the session with the number of attendees	Completed	8/29/2025	\$5,000
Deliverable 5a.1 – Receipts for bank-issued cash cards	Completed	5/3/2024	\$9,750
Deliverables 5a.2 – Documentation of the date each Individual Project Participant was given a participation incentive	Completed	11/29/2024	\$4,000
Deliverable 6a.1 – Comments and suggested edits on draft project deliverables provided to GRANTEE by DISTRICT [payable monthly for deliverables completed in the previous month]	Completed	Within 2 weeks from receipt of draft deliverables from DISTRICT	\$9,297

Milestone/Deliverable	Required Progress	Due Date	Maximum Amount Payable
Deliverable 1a.2 - Submittal of final close-out report	Completed	4/30/2026	\$6,892
TOTAL			\$137,831

Total grant payments not to exceed \$137,831.

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ATTACHMENT B

FEDERAL AWARD AND SUBAWARD INFORMATION

A. Description of Subaward

DISTRICT was awarded \$298,114 from the EPA to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland, California. DISTRICT will disburse funds from EPA through this Agreement to Communities for a Better Environment to support implementation of the air monitoring project. See Attachment A for further details.

B. Federal Award Identification

1. **Subrecipient Name** – Communities for a Better Environment
2. **Subrecipient Unique Entity Identifier** – LA1CP4AY8ZJ9
3. **Federal Award Identification Number** – 98T56701
4. **EPA Award Date** – 06/20/2023
5. **Subaward Period of Performance Start and End Date** – 07/01/2023 - 06/30/2026
6. **Subaward Budget Period Start and End Date** – 07/01/2023 - 06/30/2026
7. **Total Amount of Federal Funds Obligated to Subrecipient Under Initial Subaward** – \$137,831
8. **Total Amount of EPA Funds Committed to Subrecipient by DISTRICT** – \$137,831
9. **Total Amount of EPA Award committed to Subrecipient by DISTRICT** – \$137,831
10. **Federal Award Project Description** – American Rescue Plan – CAA Special Purpose Activities; see Attachment B for project description.
11. **Federal Awarding Agency** – Environmental Protection Agency
12. **Federal Award Assistance Listing Number and Name** – 66.034 Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act
13. **Research and Development** – Activities supported by the EPA award and associated with this Agreement meet the definition of “Research” at 2 CFR 200.1: “a systematic study directed toward fuller scientific knowledge or understanding of the subject studied.”
14. **DISTRICT Indirect Cost Rate for Federal Award** – 0%

ATTACHMENT C
EPA SUBAWARD POLICY

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2023.216

1. **PARTIES** - The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Tnu Runui te s f tnu Ui rauvertHs f CWfs vi rW** (“GRANTEE”) whose address is c/o Sponsored Projects Office, 1608 Fourth St, Suite #220, Berkeley, CA 94710-1749.
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 Agreement under California Health and Safety Code Section 40701.
 - B. This Agreement will be funded from the United States Environmental Protection Agency (EPA) to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland.
 - C. DISTRICT desires to pass-through funds from EPA to GRANTEE for the activities described in Attachment A, Work Plan.
 - D. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from January 2, 2024 until April 30, 2026, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;
 - ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. Either party may terminate this Agreement for breach by the other party.
 - i) Failure to perform any agreement or obligation contained in this Agreement or failure to perform the services in a satisfactory manner shall constitute a breach of the Agreement.
 - ii) The non-breaching party may terminate the Agreement 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 GRANTEE fails to perform any obligation under this Agreement, 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 GRANTEE for work performed under this Agreement. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, GRANTEE under this Agreement.

- 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 Agreement and recover any damages.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT in writing.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INDEMNIFICATION - GRANTEE 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) arising out of, caused by, or connected to performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. ALLOCATED FUNDING AND PAYMENT
- A. Work shall be performed on a cost reimbursement basis. The estimated cost for the work to be performed under this Agreement is \$150,533.
 - B. DISTRICT has obligated \$150,533 as the maximum amount to be reimbursed to GRANTEE under the Agreement.
 - C. DISTRICT agrees to reimburse GRANTEE for the activities described in Attachment A, Work Plan. DISTRICT will make payments of grant funds to GRANTEE to reimburse GRANTEE for its costs incurred according to the Schedule of Payment Milestones and Deliverables in Attachment A. Upon successful completion and DISTRICT approval of a milestone or deliverable, GRANTEE shall

invoice DISTRICT for the costs incurred up to the Maximum Amount Payable shown in the Schedule of Payment Milestones and Deliverables; the invoice shall be payable by DISTRICT within thirty (30) days.

- D. Invoices for reimbursement must be submitted using the invoice template provided by DISTRICT and must be supplemented with supporting documentation for all invoiced costs. Supporting documentation must be combined into a single attachment with the invoice.
 - E. To avoid delays in processing and payment, only one invoice should be sent per email to the DISTRICT representative identified in Section 10, (NOTICES).
 - F. Upon completion of the work and delivery of all required deliverables and reports, GRANTEE shall provide DISTRICT with an invoice marked "Final Invoice" notifying DISTRICT that no further invoices and charges are forthcoming.
 - G. GRANTEE shall carry out the work described on the Work Plan and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
 - H. Payment will be made only to GRANTEE.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, or regular first class mail. In the case of e-mail communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail 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: Katherine Hoag
E-mail: khoag@baaqmd.gov

GRANTEE: The Regents of the University of California
c/o Sponsored Projects Office
University of California, Berkeley
1608 Fourth St, Suite #220
Berkeley, CA 94710-1749
Attn: Joyce Chun Diaz
E-mail: joycechun@berkeley.edu

11. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
13. ADVERTISING / PUBLIC EDUCATION - GRANTEE shall submit copies of all draft public education or advertising materials to DISTRICT for review and approval prior to GRANTEE's use of such materials.
14. FINANCIAL MANAGEMENT SYSTEM
 - A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
 - B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
 - C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
15. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the DISTRICT or its designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of

DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.

16. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
17. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall also register with the California Attorney General's Registry of Charitable Trusts pursuant to California Government Code section 12585, if applicable. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
18. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
 - D. Notify 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 GRANTEE'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 GRANTEE.

- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

20. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.

21. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.

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

23. 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 Agreement 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 Agreement, 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.

24. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.
25. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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 Agreement 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 Agreement.
27. COUNTERPARTS/FACSIMILES/SCANS – This Agreement 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 Agreement 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 Agreement, including mediation, shall be San Francisco, California.
29. 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 Agreement, 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 Agreement.
- F. Maximum recovery under this section shall be limited to \$150,533. The mediation costs shall not reduce the maximum amount recoverable under this section.

30. NON-DISCRIMINATION – In the performance of this Agreement, GRANTEE 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. GRANTEE shall also require each subcontractor performing work in connection with this Agreement to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

31. INSURANCE

- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE 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 GRANTEE or to terminate this Agreement for breach.

32. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those

expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.

33. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 15 (Audit / Records Access), 16 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 18 (Confidentiality), 19 (Intellectual Property Rights), and 20 (Publication) shall survive the expiration or termination of this Agreement.

34. SUPERSEDING FEDERAL FUNDING REQUIREMENTS

A. DEFINITIONS

- i) Government means the United States of America and any executive department or agency thereof.
- ii) EPA means United States Environmental Protection Agency.
- iii) Third Party Subcontract means a subcontract at any tier entered into by GRANTEE or subcontractor, financed in whole or in part with Federal assistance originally derived from EPA.

B. FEDERAL COMPLIANCE

- i) This is an acknowledgement that EPA financial assistance will be sought and if available used to fund all or a portion of the Agreement. GRANTEE shall at all times comply with all applicable regulations, policies, procedures, and EPA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein for reference. GRANTEE’s failure to so comply shall constitute a material breach of this Agreement.
- ii) GRANTEE agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. CLEAN AIR ACT

- i) GRANTEE agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- ii) GRANTEE agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation to the EPA, and the appropriate EPA Regional Office.
- iii) GRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by EPA.

D. FEDERAL WATER POLLUTION CONTROL ACT

- i) GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii) GRANTEE agrees to report each violation to DISTRICT and understands that DISTRICT will, in turn, report each violation to EPA, and the appropriate EPA Regional Office.
- iii) GRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by EPA.

E. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)

- i) GRANTEE shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii) GRANTEE's signature affixed herein this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that GRANTEE certifies, to the best of its knowledge and belief, that:
 - a. No State, Federal, or Customer appropriated funds have been paid or will be paid, by or on behalf of GRANTEE, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- iv) GRANTEE agrees to include the certification language above in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

F. PROCUREMENT OF RECOVERED MATERIALS

- i) In the performance of the Agreement, GRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements;
 - c. At a reasonable price.
- ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii) GRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act".

G. DEBARMENT AND SUSPENSION CERTIFICATION

- i) The Agreement and this Section 34 are a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, GRANTEE is required to verify that none of GRANTEE's principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded or disqualified (defined at 2 C.F.R. §180.935).

- ii) GRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.
 - iii) GRANTEE's signature affixed herein this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that GRANTEE or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - iv) This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that GRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - v) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award or Agreement, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - vi) GRANTEE agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract that may arise out of this offer. GRANTEE agrees to include such compliance in its lower tier covered transactions.
- H. ACCESS TO RECORDS
- i) GRANTEE agrees to provide DISTRICT, the EPA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of GRANTEE which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
 - ii) GRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii) GRANTEE agrees to provide the EPA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
 - iv) In compliance with the Disaster Recovery Act of 2018, DISTRICT and GRANTEE acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the EPA Administrator or the Comptroller General of the United States.
- I. NO OBLIGATION BY FEDERAL GOVERNMENT
- i) The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the Agreement.
 - ii) GRANTEE agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- J. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
- i) GRANTEE acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims

and Statements) applies to GRANTEE's actions pertaining to the Agreement.

K. TERMINATION FOR CAUSE

- i) GRANTEE's failure to perform or observe any term, covenant or condition of this Section 34 shall constitute an event of default under the Agreement and DISTRICT may terminate the Agreement.

L. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- i) GRANTEE and subcontractors are prohibited from obligating funds from this Agreement to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- ii) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- iii) See Public Law 115-232, section 889 for additional information.

M. DOMESTIC PEFERENCES FOR PROCUREMENTS

- i) As practicable and to the extent consistent with the law, GRANTEE should to the greatest extent practical under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. EPA AWARD REQUIREMENTS

GRANTEE is subject to the same requirements as those that apply to DISTRICT's EPA award. GRANTEE must conduct itself and use the funds from the EPA award in accordance with Federal statutes, regulations, and the terms of the EPA award, including, but not limited to, the requirements below.

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting subawards and executive compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Conditions of DISTRICT's agreement with EPA entitled, "Reporting Subawards and Executive Compensation."
3. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.10 and the General Conditions of DISTRICT's agreement with EPA entitled, "Consultant Fee Cap."
4. EPA's prohibition on paying management fees as set forth in the General Conditions of District's agreement with EPA entitled, "Management Fees."
5. The Procurement Standards in 2 CFR Part 200 including those requiring competition when GRANTEE acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
6. For states and other public recipients, a provision that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
7. The Administrative Conditions of DISTRICT's agreement with EPA, which are hereby incorporated by reference.
8. All other applicable statutes, regulations, and Executive Orders described in *Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients*, available at https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf.
9. GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
10. As required by 2 CFR 200.216, GRANTEE and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation.
11. No research involving human subjects will be conducted under this Agreement without prior written approval of the EPA to proceed with that research. If engaged

in human subjects research as part of this Agreement, the GRANTEE agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects).

GRANTEE further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this Agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26. Following the initial approvals indicated above, GRANTEE must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e).

12. GRANTEE agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
13. Conduct all procurement transactions in a manner providing full and open competition consistent with 2 CFR Part 200.319. Grantees and subgrantees must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.
14. Use of EPA's logo or seal is not permitted unless and until DISTRICT receives written permission from EPA's Office of Public Affairs (OPA); use of EPA's logo or seal is subject to all conditions of use posted on EPA's website (<https://www.epa.gov/aboutepa/using-epa-seal-and-logo>) or otherwise communicated to DISTRICT by the appropriate EPA representatives.
15. GRANTEE agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 98T56701 to the Bay Area Air Quality Management District. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

16. When collecting and managing environmental data under this Agreement, GRANTEE must follow all applicable State law cybersecurity requirements.
17. GRANTEE must ensure that any connections between GRANTEE's network or information system and EPA networks used by GRANTEE to transfer data under this Agreement are secure. For purposes of this condition, a connection is defined as a dedicated persistent interface between an EPA IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

18. GRANTEE shall fully comply with Subpart C of 2 C.F.R. Part 180.

O. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- i) The preceding paragraphs A-N in this Section 34 include, in part, certain standard terms and conditions required by EPA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by EPA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all EPA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. GRANTEE shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause DISTRICT to be in violation of the EPA terms and conditions.

P. REQUIREMENTS FOR PASS-THROUGH ENTITIES

- i) Federal award and subaward information and identification is provided in Attachment B for reference.

Q. INCORPORATION OF EPA SUBAWARD POLICY

- i) The terms and conditions of EPA Subaward Policy, attached as Attachment C, to the extent not stated herein are expressly incorporated herein by reference and in the event of any conflict between this Agreement and the EPA Subaward Policy, the terms of the EPA Subaward Policy shall govern, control and supersede over the provisions of this Agreement.

DRAFT

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: _____
Philip M. Fine, Ph.D.
Executive Officer/APCO

By: _____
Joyce Chun Diaz
Contract and Grant Officer

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

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East Oakland community members and organizations have long advocated for health equity, cleaner air, and investments to promote a green and regenerative economy. The work in this Agreement responds to decades of racist and discriminatory practices such as redlining and land use zoning, which have excluded East Oakland and other communities of color from wealth-building opportunities while simultaneously and disproportionately locating polluting industry in Black and Brown neighborhoods.

Today, East Oakland is a majority Black and Brown community that contains large tracts of industrially zoned land with a mix of large and small stationary industrial sources that directly emit pollutants to the atmosphere and that generate many daily truck trips. These sources are often directly upwind of residences, schools, childcare centers, and other areas where community members gather. East Oakland is also a major transportation corridor with goods moving via ship, rail, congested freeways, and truck routes in close proximity to people's homes. This area includes Interstate 880, Oakland International Airport, and industrial and logistics businesses associated with the Port of Oakland including the Oakland Foreign Trade Zone.

DISTRICT was awarded grant funding from the Environmental Protection Agency (EPA) to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland (hereinafter referred to as "project"). Specifically, the project will involve three Components:

1. Component 1 - Use of the DISTRICT's air monitoring van to perform exploratory measurements of volatile organic compounds (VOCs) – including many air toxics - and particulate matter (PM) characteristics around sources or receptors of interest to the community,
2. Component 2 – Follow-up studies using short- or medium-duration stationary measurements to investigate questions raised by the results of the screening measurements, and
3. Component 3 - Deployment of a network of outdoor and indoor commercial particulate matter sensors and do-it-yourself (DIY) air filtration units to community members and schools, who will be trained to interpret data and respond to air quality emergencies, such as wildfire smoke events.

It is expected that all three Components of the project will aid in:

1. evaluating VOC and PM levels around specific facilities identified and prioritized by community members;
2. identifying community hotspots where VOC and PM levels are unusually high compared to surrounding areas;
3. informing efforts to reduce emissions and exposure, including future regulatory development, enforcement, or other activities;
4. providing community members with consumer-grade PM sensors to increase the accessibility to real-time PM data throughout an area that has fewer sensors than other parts of the Bay Area; and
5. providing community members with air filters to mitigate and reduce infiltrated wildfire PM pollution inside residences and buildings.

GRANTEE will lead implementation of Component 3 of the project to deploy the particulate matter sensors and air filtration units to community members and schools.

Task 1g: Monitor MWH Units

Upon execution of this Agreement, each party shall designate, in writing, a Project Manager to serve as the point of contact for the duration of this Agreement. The Project Managers shall be available to meet weekly, unless otherwise mutually agreed, to plan, coordinate, and review the activities and the deliverables required under this Agreement.

On a quarterly basis, GRANTEE shall prepare and submit a report to DISTRICT summarizing GRANTEE's activities and progress since the last report. The report shall be in a mutually agreed upon format and contain a comparison of actual accomplishments to the deliverables, outputs, or outcomes established in this Agreement; and it shall identify any problems, delays, or adverse conditions that may materially impair GRANTEE's ability to meet the deliverables, outputs, or outcomes specified in this Agreement. The report shall be submitted to DISTRICT on or before the seventh day of each calendar quarter for activities completed in the previous quarter. Upon completion of all deliverables, GRANTEE shall prepare and submit a final close-out report summarizing the work performed, the results of the work, and lessons learned.

Deliverable 1a:

1. Quarterly reports
2. Final close-out report – Due by April 30, 2026.

Task 2g: Deploy 70 Particulate Matter Sensors and 30 Air Filtration Units

GRANTEE will lead the efforts to deploy seventy (70) particulate matter sensors and thirty (30) air filtration units to community members and schools or other community locations. Such efforts will include, but may not be limited to:

- Development of a monitoring and deployment plan for the air sensors and air filtration units;
- Procurement of all supplies and equipment necessary for deploying air sensors and air filtration units according to the approved monitoring and deployment plan;
- Development of public engagement and outreach materials necessary for recruiting project participants (i.e., sensor hosts and recipients of air filtration units);
- Participation in public outreach and engagement activities;
- Deployment of air sensors according to the approved monitoring and deployment plan;
- Deployment of air filtration units according to the approved monitoring and deployment plan;
- Participation in training sessions for air sensor hosts;
- Evaluation of air filtration units on indoor air quality;
- Participation in informational sessions with site hosts to answer questions, show data, and discuss results, performed on a quarterly basis following deployment of the sensors; and
- Presentation of project results at an academic conference or workshop at GRANTEE's discretion.

Task 2a: Monitoring and Deployment Plan for Air Sensors and Air Filtration Units

Prior to deploying any air sensors or air filtration units, GRANTEE shall prepare and submit to DISTRICT for approval an air monitoring and deployment plan. At a minimum, the plan shall:

- identify the community and state the community-specific purpose for installing the air sensors and deploying the air filtration units,
- identify the scope of actions,
- define the air monitoring objectives,
- establish roles and responsibilities,
- define data quality objectives,

- describe the monitoring methods and equipment,
- describe community outreach and engagement efforts to inform the community about the project and secure the participation of Project Participants, including:
 - individuals/households to host sensors and/or receive air filtration units under Component 3 of the project (“Individual Project Participants”), and
 - schools or other community locations to host sensors under Component 3 of the project (“Community Project Participants”),
- describe any onboarding, training, or ongoing support for Project Participants,
- describe quality control procedures,
- describe data management, and
- describe how the data will be analyzed and communicated.

Deliverable 2a:

1. Monitoring and deployment plan for air sensors and air filtration units - Due by March 29, 2024

Task 2b: Procurement of equipment, supplies, and services necessary for deployment of air sensors and air filtration units

GRANTEE shall procure all equipment, supplies, and services necessary for successful deployment of the air sensors and air filtration units according to the DISTRICT-approved air monitoring and deployment plan. Such equipment and supplies may include, but may not be limited to: PurpleAir PA-II-SD monitors (or equivalent as determined by DISTRICT), solar-powered battery systems, WiFi hotspots, cellular data plans, air filters, fans, computers and computer equipment, and other miscellaneous consumables.

Deliverable 2b:

1. Receipts for all procured equipment, supplies, and services necessary for deployment of air sensors and air filtration units – Due by April 30, 2024

Task 2c: Community outreach and engagement

GRANTEE shall execute the community outreach and engagement activities described in the DISTRICT-approved air monitoring and deployment plan. Such activities may include, but may not be limited to, development of public engagement and outreach materials necessary for recruiting Project Participants, and participation (either in person or virtually, as appropriate) in community engagement events.

Deliverables 2c:

1. Public engagement and outreach materials as necessary for recruiting Project Participants, and list of community engagement events attended – due by May 3, 2024

Task 2d: Deployment of air sensors and air filtration units

GRANTEE shall deploy PurpleAir PA-II-SD sensors (or equivalent as determined by DISTRICT) and air filtration units according to the DISTRICT-approved air monitoring and deployment plan. Deployment shall include, but may not be limited to, installation of the sensor hardware, construction and installation of any solar-powered battery stations and Wi-Fi hotspots necessary to operate the sensors, connection of the sensors to a power source, configuration of the sensors, registration of the sensors, construction of the air filtration units, and delivery of the air filtration units to the locations where they will be operated. GRANTEE shall prepare two separate spreadsheets for 1) the air sensors installed and operated in schools

and other community locations; and 2) the paired indoor/outdoor air sensors and air filtration units deployed to Individual Project Participants. The spreadsheets shall include the following information:

- a. Sensor identification number
- b. Sensor site name
- c. Installed latitude and longitude
- d. Environment (indoor or outdoor)
- e. Date sensor commenced operation

GRANTEE shall maintain and update the spreadsheets on an ongoing basis as additional air sensors and air filtration units are deployed. The most recent version of the spreadsheets shall be provided to DISTRICT with each quarterly report, with each invoice for payment of related expenses, and upon request from DISTRICT. All air sensors and air filtration units shall be deployed no later than the final due date specified in the DISTRICT-approved air monitoring and deployment plan.

Deliverables 2d:

1. Spreadsheet for the air sensors installed and operated in schools or other community locations – due as specified in the DISTRICT-approved monitoring and deployment plan
2. Spreadsheet for the paired indoor/outdoor air sensors and air filtration units deployed to Individual Project Participants – due as specified in the DISTRICT-approved monitoring and deployment plan

Training Sessions for Project Participants

GRANTEE shall participate in at least two (2) training sessions for Project Participants led by DISTRICT or DISTRICT's project partner to inform them about the air sensors, what they measure, how they work, and how to access and interpret the data.

Following deployment of the air sensors and air filtration units and completion of the training sessions, GRANTEE shall also participate in a minimum of four (4) additional informational sessions with Project Participants to discuss the collected data and answer participant questions.

Deliverables 3a:

1. Copies of presentation materials or other information used for the training sessions, and a brief written summary of each session – Due by June 28, 2024
2. Copies of presentation materials used for the first quarterly informational session, and a brief written summary of the session – Due by November 29, 2024
3. Copies of presentation materials used for the second quarterly informational session, and a brief written summary of the session – Due by February 28, 2025
4. Copies of presentation materials used for the third quarterly informational session, and a brief written summary of the session – Due by May 30, 2025
5. Copies of presentation materials used for the fourth quarterly informational session, and a brief written summary of the session – Due by August 29, 2025

Evaluation of DIY Air Filtration Units

Using paired indoor/outdoor air sensors, GRANTEE shall conduct an evaluation of the DIY air filtration units on indoor air quality with particular attention to periods with elevated pollutant concentrations such as smoke events associated with wildfires.

Deliverables 4a:

1. Abbreviated research plan describing the background, research objectives, and methods – Due by June 28, 2024
2. Abbreviated evaluation report documenting the results of the assessment – Due by March 31, 2026

Travel Expenses

Subject to the other terms of this Agreement, GRANTEE, at its discretion, may present the results of any work performed under this Agreement at academic or industry conferences or workshops. DISTRICT will reimburse GRANTEE for any actual registration, travel, and lodging expenses incurred plus a per diem rate (as established by DISTRICT policy) up to a maximum amount of \$2,500 for attendance to present at one (1) conference or workshop during the term of this Agreement.

Deliverables 5a:

1. Proof of conference or workshop registration – Due by April 30, 2026
2. Presentation materials to be delivered at the conference or workshop – Due by April 30, 2026
3. Paid receipts for conference or workshop registration, travel, and lodging costs – Due by April 30, 2026
4. Proof of attendance at the conference or workshop – Due by April 30, 2026

Payment of Grant Funds

Payment of grant funds shall be contingent upon DISTRICT’s approval of GRANTEE’s quarterly progress reports and final deliverables. DISTRICT approval will take into consideration adequate progress in implementing program tasks to meet the milestones set forth below. DISTRICT shall pay GRANTEE as provided in Section 8 of this Agreement.

Milestones/Deliverables	Completion Status	Due Date	Amount
5% payable following execution of this Agreement	Completed	NA	\$7,527
Deliverable 2W1 –Monitoring and deployment plan for air sensors and air filtration units	Completed	3/29/2024	\$8,000
Deliverable 26.1 –Receipts for all procured equipment, supplies, and services necessary for deployment of air sensors and air filtration units	Completed	4/30/2024	\$28,000
Deliverable 21.1 –Public engagement and outreach materials necessary for recruiting Project Participants and list of community engagement events attended	Completed	5/3/2024	\$1,980

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DukauW6Ku 24.1 - Spreadsheet with information demonstrating successful deployment of air sensors at schools or other community locations according to the approved monitoring and deployment plan	Completed; payable on a monthly basis for sensors deployed in the previous month(s)	As specified in the approved monitoring and deployment plan (Deliverable 2a.1)	\$20,000
DukauW6Ku 24.2 - Spreadsheet with information demonstrating successful deployment of indoor and outdoor air sensors and air filtration units to Individual Project Participants according to the approved monitoring and deployment plan	Completed; payable on a monthly basis for sensors and air filtration units deployed in the previous month(s)	As specified in the approved monitoring and deployment plan (Deliverable 2a.1)	\$60,000
DukauW6Ku 3W1 - Copies of presentation materials or other information used for the training sessions, and a brief written summary of each session	Completed	6/28/2024	\$5,000
DukauW6Ku 3W2 - Copies of presentation materials used for the first quarterly informational session, and a brief written summary of the session	Completed	11/29/2024	\$1,000
DukauW6Ku 3W3 - Copies of presentation materials used for the second quarterly informational session, and a brief written summary of the session	Completed	2/28/2025	\$1,000
DukauW6Ku 3Wb - Copies of presentation materials used for the third quarterly informational session, and a brief written summary of the session	Completed	5/30/2025	\$1,000
DukauW6Ku 3Wp - Copies of presentation materials used for the fourth quarterly informational session, and a brief written summary of the session	Completed	8/29/2025	\$1,000
DukauW6Ku bW1 - Abbreviated research plan for evaluation of DIY air filtration units	Completed	6/28/2024	\$1,000
DukauW6Ku bW2 - Final report of evaluation of DIY air filtration units on indoor air quality during extreme pollution events like wildfires using the paired indoor/outdoor sensors	Completed	3/31/2026	\$5,000

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DukauW6Ku pW1 - pWb - Materials documenting presentation of project at an academic conference or workshop (not to exceed \$2,500 total for reimbursement of actual expenses for registration, travel, lodging, and per diem)	Completed	4/30/2026	\$2,500
DukauW6Ku 1W2 –Submittal of final close-out report	Completed	4/30/2026	\$7,526
TOTAL			\$1p07p33

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ATTACPMENT B

FEDERAL AW ARD AND SUBAW ARD INFORMATION

A. District Award of \$298,114

DISTRICT was awarded \$298,114 from the EPA to implement a multifaceted project for characterizing local-scale air quality impacts in East Oakland, California. DISTRICT will disburse funds from EPA through this Agreement to The Regents of the University of California to support implementation of the air monitoring project. See Attachment A for further details.

B. District Award of \$150,533

1. District Award of \$150,533 - The Regents of the University of California
2. District Award of \$150,533 - GS3YEVSS12N6
3. District Award of \$150,533 - N5h 6uv - 98T56701
- b. E: A Award of \$150,533 - 06/20/2023
- p. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - 07/01/2023 - 06/30/2026
- o. District Award of \$150,533 B54nut : award of \$150,533 from the EPA to the University of California - 07/01/2023 - 06/30/2026
7. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - \$150,533
8. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - \$150,533
9. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - \$150,533
10. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - American Rescue Plan – CAA Special Purpose Activities; see Attachment B for project description
11. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - Environmental Protection Agency
12. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - 66.034 Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act
13. District Award of \$150,533 : award of \$150,533 from the EPA to the University of California - Activities supported by the EPA award and associated with this Agreement meet the definition of “Research” at 2 CFR 200.1: “a systematic study directed toward fuller scientific knowledge or understanding of the subject studied.”
- 1b. DISTRICT Award of \$150,533 : award of \$150,533 from the EPA to the University of California - 0%

ATTACPMENT C

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Authorization to Amend the Contract with Compensation Connections, LLC

RECOMMENDED ACTION

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Compensation Connections LLC increasing the maximum dollar amount of the contract by \$450,000 from \$12,000 to \$462,000 to conduct an Air District wide classification and compensation study.

BACKGROUND

The Human Resources Performance Audit completed by Sjoberg Evashenk found several areas of deficiencies. As a result, a corrective action plan was created to address key audit recommendations. The auditor recommended conducting a comprehensive classification and compensation study.

An earlier contract with Compensation Connections LLC for \$12,000 was executed to begin the work towards establishing a formal compensation philosophy so the current Board Officers can provide their input prior to the end of their term. The resulting total contract, if approved, will be \$462,000, which includes the earlier contract of \$12,000.

DISCUSSION

A Request for Proposal (RFP) was issued to find a qualified consultant to provide the following services:

- Establishing a formal Air District compensation philosophy as the guiding principle for compensation and classification planning
- Conducting a thorough analysis of the Air District's current classification and compensation practices and classification specifications and developing new or amended classifications consistent with best practices.
- Developing all new position descriptions for each classification specification that are consistent with the current work being performed and new planned work required under the Air District's strategic planning effort.

- Conducting compensation study including compensation surveys developed through market research that benchmark the Air District’s pay rates against comparators guided by the compensation philosophy.

The consultant will review all Air District classifications and positions, provide a market analysis of the total compensation, and make recommendations for improvements to ensure the Air District remains fair, equitable and competitive.

The Air District received eight submissions in response to this RFP. The proposals were reviewed by a three-member panel. The panel found three highly competitive bidders: Compensation Connections, Koff & Associates, and CPS HR Consulting, and conducted interviews with these three bidders for further evaluation.

The panel’s total scores based on both the initial review of the proposals and the interviews for the three bidders are provided below:

Vendor	Total Score
Compensation Connections	129.67
Koff & Associates	126.83
CPS HR Consulting	120.33

Compensation Connections have extensive experience providing classification and compensation services to various government agencies, and especially with other Air Districts. The panel found the timeline and cost proposed by both bidders to be comparable and reasonable, considering the qualified and experienced members who will be assigned to this project. Despite the narrow score margin, the panel felt Compensation Connections’ commitment to workplace equity aligns most closely with the Air District's efforts to achieve its equity goals.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract amount is included in the Human Resources Office Budget for Fiscal Year Ending (FYE) 2024 and will be contemplated for the following fiscal year.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Judy Yu
Reviewed by: Hyacinth Hinojosa

ATTACHMENTS:

1. Original Executed Contract No. 2023.220 - Compensation Connections, LLC
2. Draft Contract No. 2023.220 Amendment 1 - Compensation Connections, LCC

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.220

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 **Compensation Connections LLC** (“CONTRACTOR”) whose address is 8830 Norman Ave SE, Snoqualmie, WA 98065.

2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

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

4. **TERM** – The term of this Contract is from December 1, 2023 to February 29, 2024, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

- insurance in the required coverage amount from the rental agency.
- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall 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 \$12,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.

B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.

C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.

D. Each party shall bear its own mediation costs.

E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.

F. Maximum recovery under this section shall be limited to \$12,000. The mediation costs shall not reduce the maximum amount recoverable under this section.

10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Compensation Connections LLC
8830 Norman Ave SE
Snoqualmie, WA 98065
Attn: Nancy Kasmar

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

12. EMPLOYEES OF CONTRACTOR

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

15. PUBLICATION

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

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

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

16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

18. 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.
19. 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.
20. 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.
21. 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.
22. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a party’s own action or inaction, then such cause shall not excuse that party from performance under this Contract.
23. 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.
24. 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.
25. 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.


26. 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.
27. 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.
28. 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

COMPENSATION CONNECTION LLC

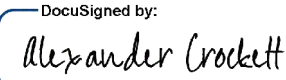
By:  _____
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Hyacinthe Hingosa
Executive Officer/APCO

By:  _____
Nancy Kasmar
Principal Project Manager

Date: 11/18/2023

Date: November 14, 2023

Approved as to form:
District Counsel

By:  _____ 11/16/2023
6DC7110552B5451...
Alexander G. Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

DISTRICT is undertaking strategic plan development for achieving its mission, setting priorities, and meeting goals DISTRICT sets for itself over the next five years and beyond. As part of this strategic plan development, DISTRICT seeks assistance to develop a compensation philosophy, a comprehensive classification and compensation plan, a comprehensive set of position descriptions, and a final compensation study including compensation surveys. CONTRACTOR has experience advising numerous organizations in such matters and shall establish a formal compensation philosophy, and make recommendations for improvements to ensure DISTRICT remains fair, equitable and competitive. At DISTRICT's sole discretion, DISTRICT shall add additional tasks to the Scope of Work and any such change shall be effected through a written amendment.

Task 1 – Project Communications Services

- CONTRACTOR shall prepare and conduct a kickoff meeting with DISTRICT with the objective to establish goals, expectations, data and document exchange, and deliverables. PARTIES shall mutually agree upon the date, time and format.
- CONTRACTOR shall attend up to twelve (12) weekly project team meetings with DISTRICT. PARTIES shall mutually agree upon the date, time and format.

Deliverables

- Conduct one (1) kickoff meeting with DISTRICT.
- Attend twelve (12) weekly project teams with DISTRICT.
- Meeting agendas, meeting minutes, and applicable documents as requested by DISTRICT.

Task 2 - Compensation Philosophy

In coordination with DISTRICT's strategic planning development, CONTRACTOR shall complete the following tasks and shall deliver a final recommendation within the first 90 days following Contract execution:

- In consultation with DISTRICT's Board of Directors, CONTRACTOR shall recommend a formal DISTRICT compensation philosophy statement that provides a clear explanation of DISTRICT's approach to compensation and how it aligns with DISTRICT's mission and values. CONTRACTOR's philosophy statement shall emphasize DISTRICT's position to be above, at, or below comparative market rate industries.
- CONTRACTOR shall identify and recommend the appropriate labor market, including geographic regions and representative employers where DISTRICT must be competitive in recruiting employees.
- CONTRACTOR shall conduct a compensation package analysis to determine which compensation elements (e.g., salary, benefits) should be offered at above, at, or below market rate based on the identified labor markets and the compensation philosophy statement.

Deliverables

- DISTRICT compensation philosophy statement.
- Report identifying and recommending competitive labor market.
- Report analysis on compensation package based on developed compensation philosophy

statement.

Projected Compensation Philosophy Timeline

	December				January					February			
Deliverables	4	11	18	26	1	8	15	22	29	5	12	19	26
Project Kickoff													
Project Meetings													
Compensation Philosophy													

ATTACHMENT B**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR a rate of \$240 per hour for services described in Attachment A, Scope of Work, and up to a total not to exceed amount of **\$12,000**. Budget may be reallocated between tasks after CONTRACTOR receives written approval from DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in the Contract not to exceed amount being exceeded. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month, up to the not to exceed amount for each task as listed in the table below. Payments will be made within thirty (30) calendar days after DISTRICT's receipt and approval of CONTRACTOR's invoice.

Task 1 – Estimated Budget		
Project Communications	Hours	Cost
Prepare and conduct kickoff meeting	4	\$960
Weekly project team meetings (12 meetings)	24	\$5,760
Total - Project Communications	28	\$6,720

Task 2 – Estimated Budget		
Compensation Philosophy	Hours	Cost
Compensation Philosophy Discussions	4	\$960
Create Compensation Philosophy	8	\$1,920
Revise Compensation Philosophy	4	\$960
Meeting to review Compensation Philosophy	2	\$480
Total Compensation Philosophy	18	\$4,320
Task 1 and 2 TOTAL		\$11,040

Total cost of Contract not to exceed \$12,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.220

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, November 16, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Compensation Connections, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for services to develop a compensation philosophy and a comprehensive classification and compensation plan (the “Contract”), which Contract was executed on behalf of CONTRACTOR on November 14, 2023, and on behalf of DISTRICT on November 18, 2023.
2. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
3. In accordance with Section 27 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 D of Section 8, “Payment,” of the Contract to replace “\$12,000” with “\$462,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$12,000” with “\$462,000.”
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached “Attachment A-1, Scope of Work” and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, Scope of Work.

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMPENSATION CONNECTIONS, LLC

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Nancy Kasmar
Principal, Managing Member

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A-1

SCOPE OF WORK

DISTRICT is undertaking strategic plan development for achieving its mission, setting priorities, and meeting goals DISTRICT sets for itself over the next five years and beyond. As part of this strategic plan development, DISTRICT seeks assistance to develop a compensation philosophy, a comprehensive classification and compensation plan, a comprehensive set of position descriptions, and a final compensation study including compensation surveys. CONTRACTOR has experience advising numerous organizations in such matters and shall establish a formal compensation philosophy, and make recommendations for improvements to ensure DISTRICT remains fair, equitable and competitive. At DISTRICT's sole discretion, DISTRICT shall add additional tasks to the Scope of Work and any such change shall be effected through a written amendment.

Following execution of Amendment 1, CONTRACTOR shall review DISTRICT classifications and positions, provide a market analysis of the total compensation, and make recommendations for improvements to ensure DISTRICT remains fair, equitable and competitive. DISTRICT workforce consists of approximately 465 authorized, full-time benefitted employees across 23 divisions in approximately 100 job classifications.

Task 1 – Ongoing Project Communications Services

- CONTRACTOR shall prepare and conduct a kickoff meeting with DISTRICT with the objective to establish goals, expectations, data and document exchange, and deliverables. PARTIES shall mutually agree upon the date, time and format.
- CONTRACTOR shall meet with DISTRICT to review, discuss and finalize needs assessment and project goals, process, schedule, and other administrative duties.
- CONTRACTOR shall assist DISTRICT in the development of an employee communications plan to explain the Scope of Work's process and implementation of recommendations. In coordination with the DISTRICT, CONTRACTOR shall hold information and briefing sessions with DISTRICT staff.
- As directed by DISTRICT, CONTRACTOR shall provide regular written status updates to DISTRICT's Human Resources staff. CONTRACTOR shall attend sixty-four (64) weekly project team meetings with DISTRICT. PARTIES shall mutually agree upon the date, time and format.
- Upon DISTRICT request, CONTRACTOR shall provide miscellaneous ongoing project communication and management support as directed by DISTRICT. CONTRACTOR's support may include: responding to inquiries, making project updates, and accommodating changes necessitated by the union negotiations.

Deliverables

- Conduct one (1) kickoff meeting with DISTRICT.
- Attend up to sixty-four (64) weekly project teams with DISTRICT.
- Meeting agendas, meeting minutes, and applicable documents as requested by DISTRICT.
- Finalized needs assessment, project goals, and schedule.

Task 2 - Compensation Philosophy

In coordination with DISTRICT’s strategic planning development, CONTRACTOR shall complete the following tasks and shall deliver a final recommendation within the first 90 days following Contract execution:

- In consultation with DISTRICT’s Board of Directors, CONTRACTOR shall recommend a formal DISTRICT compensation philosophy statement that provides a clear explanation of DISTRICT’s approach to compensation and how it aligns with DISTRICT’s mission and values. CONTRACTOR’s philosophy statement shall emphasize DISTRICT’s position to be above, at, or below comparative market rate industries.
- CONTRACTOR shall identify and recommend the appropriate labor market, including geographic regions and representative employers where DISTRICT must be competitive in recruiting employees.
- CONTRACTOR shall conduct a compensation package analysis to determine which compensation elements (e.g., salary, benefits) should be offered at above, at, or below market rate based on the identified labor markets and the compensation philosophy statement.

Deliverables

- DISTRICT compensation philosophy statement.
- Report identifying and recommending competitive labor market.
- Report analysis on compensation package based on developed compensation philosophy statement.

Projected Compensation Philosophy Timeline

	December				January					February			
Deliverables	4	11	18	26	1	8	15	22	29	5	12	19	26
Project Kickoff													
Project Meetings													
Compensation Philosophy													

Task 3 – Classification Plan

CONTRACTOR shall conduct a thorough analysis of DISTRICT’s current classification and compensation practices and classification specifications and develop new or amended classifications consistent with best practices. CONTRACTOR shall:

- Review existing DISTRICT classification specifications and propose amendments, additions, or deletions to the existing classification plan.
- Develop and administer a comprehensive position description questionnaire (PDQ) to be completed by all DISTRICT employees.
- Conduct interviews with DISTRICT employees in single classification classifications, a representative sample of employees in multiple classifications, and appropriate management personnel to validate the information.
- Analyze existing internal hierarchy and internal career ladders where appropriate; identify, develop, and clearly outline job progression opportunities; provide recognizable compensation growth. Evaluate classification specifications of exempt and nonexempt to ensure compliance with the Fair Labor Standards Act (“FLSA”).

- Create or revise the classification structure with recommendations for allocation for all positions within this structure to commensurate with level of complexity, responsibility, knowledge, skills, and abilities, and/or other compensable factors; describe knowledge, skills, and abilities and/or other compensable factors; provide an implementation plan for future internal administration.
- Develop or revise class specifications to ensure that they are written in compliance with The Americans with Disabilities Act (“ADA”) and all other relevant state and federal laws and guidelines.
- Revise existing classification specifications or develop new classification specifications, dependent upon results of study and allocate each studied position to its appropriate classification.

Deliverables

- Findings and proposal of changes to existing classification plan;
- Copy of PDQ and results of survey;
- Summary results of interviews with DISTRICT staff;
- Findings, identification, and development of job progression opportunities and compensation growth;
- Summary of findings from FLSA evaluation;
- Draft classification structure including recommendations for allocation of all positions and an implementation plan for future internal administration;
- Draft class specifications to ensure compliance with ADA and other California state and Federal laws and guidelines; and
- Final class specifications dependent upon results of findings.

Task 4 – Position Descriptions

CONTRACTOR shall develop all new position descriptions for each classification specification that are consistent with the current work being performed and new planned work required under the DISTRICT’s strategic planning effort. CONTRACTOR shall:

- Conduct surveys and/or interviews with employees to identify distinct positions within each classification. In consultation with DISTRICT, CONTRACTOR shall conduct interviews for a representative sample depending on the classification.
- Analyze each proposed classification to determine the positions that would exist within each classification and develop position descriptions for each position.
- Include in each position description, the duties, responsibilities, and requirements of the position. CONTRACTOR shall include information about the position’s purpose, the skills and experience required for the position, the essential functions of the position, and any detailed physical or environmental requirements. CONTRACTOR shall outline all requirements, skills and duties at a higher level in the classification specification over the position. CONTRACTOR shall include a recommended working title for each position.

Deliverables

- Findings from surveys and/or interviews;
- Findings and recommendations for each proposed classification; and

- Draft position description for each proposed classification.

Task 5 – Compensation Plan

CONTRACTOR shall conduct a compensation study, including compensation surveys, developed through market research that benchmark the DISTRICT’s pay rates against comparators guided by the compensation philosophy. CONTRACTOR shall:

- Review the effectiveness of DISTRICT’s compensation practices as it pertains to current classifications and propose an effective compensation plan consistent with the proposed future classification plan.
- Conduct a comprehensive analysis of current compensation practices, recommend improvements, and suggest plans to address issues including, but not limited to, competitive benchmarking with target comparison markets, internal equity assessment, competitive salary analysis, index or standards for general salary increases, longevity pay, pay for performance, pay compression, retention, hard-to fill positions, and planning for future market-based adjustments.
- Conduct total compensation surveys that establish competitive salary levels and benefit levels for benchmark classifications that provide a rigorous compensation comparison with the identified target markets consistent with the established compensation philosophy.
- Recommend compensation levels, range spread, and range placement for classifications based on market survey and compensation philosophy.
- Recommend pay progression methods to include sound practices to prevent salary bypassing and mitigate pay compression. CONTRACTOR’s recommendations will address any pay equity issues discovered as part of the compensation analysis.
- Identify FLSA and United States Department of Labor (DOL) compliance issues in work schedules, overtime pay, paid leave, holidays, and additional pay such as “On-Call”, incentive pay and fringe benefits. CONTRACTOR shall recommend best practices regarding FLSA compliant payroll calculations.
- Evaluate and recommend hiring rate policies for external hires and for internal promotions. CONTRACTOR shall provide salary offer guidelines to facilitate increased fairness in determining hiring rates based on a candidate’s qualifications.

Deliverables

- Summary of findings from compensation analysis including recommendations for improvement and actionable plan to address any found issues or deficiencies;
- Summary of findings from total compensation survey;
- Compensation level recommendations;
- Pay progression recommendations;
- FLSA compliant payroll calculations best practices and all identified DOL compliance deficiencies; and
- Evaluation findings and recommendations to hiring rate policies, including salary offer guidelines.

Task 6 – Reports, Presentations, and Training

Following the conclusion of the studies, CONTRACTOR shall:

- Provide written reports that include discussion of methods, techniques, and data used to develop the classification and compensation plans. CONTRACTOR's written report shall include the total compensation system, including pay, benefits, holiday, overtime/compensatory time recommendation, leave, etc. that compares DISTRICT and its relation to the market.
- Prepare an analysis of the financial impact for various implementation scenarios of the new classification and compensation plan.
- Provide instructional information and instructions to allow DISTRICT's Human Resources to conduct individual salary audits and recommend adjustments consistent with study methods and overall pay plan recommendations.
- Present to DISTRICT's Board of Directors to explain the study, findings, final recommendations, and implementation plan.
- Train DISTRICT's Human Resources and other key staff to implement proposed changes and maintain the pay and class system moving forward.

Deliverables

- Final written report of classification and compensation study;
- Analysis of financial impact for various implementation scenarios;
- Written instructions and training to DISTRICT Human Resources staff and stakeholders to conduct audits, adjustments and plan implementation and maintenance; and
- Presentation to DISTRICT's Board of Directors.

Projected Classification Workplan and Timeline

CONTRACTOR shall conduct the classification study in the order of priority groups determined by DISTRICT. DISTRICT, at its sole discretion, may modify the list of priorities at any time.

<p><u>Priority 1</u> Engineering Series Planner Series Air Quality Technician Series Systems Analyst Series Programmer (single class) Webmaster (single class)</p>	<p><u>Priority 4</u> Single class series Counsel Series Admin Assistant Series Executive Assistant Series Human Resources Analyst Series</p>
<p><u>Priority 2</u> Air Quality Specialist Series Air Quality Meteorology Series Atmospheric Modeler Series Principal Air and Meteorological Monitoring Specialist (single class)</p>	<p><u>Priority 5</u> Management and Executive classes</p>
<p><u>Priority 3</u> Staff Specialist Series Accountant Series Accounting Assistant Series Advanced Projects Advisor Series Public Information Officer Series Systems Analyst Series Chemist Series</p>	

Timeline January 2024 to June 2025 (18 months)

	January					February				March				April				May			June				July															
Deliverables	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29									
Project Kickoff (December)																																								
Project Meetings																																								
Classification Plan/Position Descriptions																																								
Priority 1																																								
Priority 2																																								
Priority 3																																								
Priority 4																																								
Priority 5																																								
Compensation Plan																																								
Benefits Analysis																																								
Results Presentations																																								
Employee Association Negotiations*																																								

	August					September					October				November				December					January to June																	
Deliverables	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	J	F	M	A	M	J	J	F	M	A	M	J							
Project Kickoff (December)																																									
Project Meetings																																									
Classification Plan/Position Descriptions																																									
Priority 1																																									
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Priority 3																																									
Priority 4																																									
Priority 5																																									
Compensation Plan																																									
Benefits Analysis																																									
Results Presentations																																									
Employee Association Negotiations*																																									

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ATTACHMENT B-1

COST SCHEDULE

DISTRICT shall pay CONTRACTOR a rate of \$240 per hour for services described in Attachment A, Scope of Work, and up to a total not to exceed amount of **\$462,000**. Budget may be reallocated between tasks after CONTRACTOR receives written approval from DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in the Contract not to exceed amount being exceeded. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month, up to the not to exceed amount for each task as listed in the table below. Payments will be made within thirty (30) calendar days after DISTRICT’s receipt and approval of CONTRACTOR’s invoice.

In the event DISTRICT deems CONTRACTOR travel is necessary, DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel and incidental costs in accordance with Attachment C, Contractor Travel Policy.

Task 1 – Estimated Budget		
Project Communications	Hours	Cost
Prepare and conduct kickoff meeting	4	\$960
Weekly project team meetings (64 meetings)	128	\$30,720
Ongoing project communication and management support	26	\$6,240
Total - Project Communications	158	\$37,920

Task 2 – Estimated Budget		
Compensation Philosophy	Hours	Cost
Compensation Philosophy Discussions	4	\$960
Create Compensation Philosophy	8	\$1,920
Revise Compensation Philosophy	4	\$960
Meeting to review Compensation Philosophy	2	\$480
Total Compensation Philosophy	18	\$4,320
Task 1 and 2 TOTAL		\$42,240

Task 3 and 4 – Estimated Budget		
Classification Plan and Position Descriptions	Hours	Cost
Prepare for and meet to discuss task	4	\$960
Review existing job hierarchy and internal career ladders	8	\$1,920
Review classification plan documents	12	\$2,880
Prepare written report with recommended compensation plan changes	12	\$2,880

Create draft Position Description Questionnaire (PDQ) for client review	5	\$1,200
Prepare for and meet with internal project team to review draft PDQ	2	\$480
Revise draft Position Description Questionnaire (PDQ) after review	2	\$480
Meet with employees – review PDQs for job duties revisions (50 meetings)	200	\$48,000
Meet with managers – review job duties for direct reports (25 meetings)	100	\$24,000
Create classification specification template	8	\$1,920
Review selected classification specifications for revision (100 classifications)	100	\$24,000
Revise position descriptions (100 positions)	400	\$96,000
Create new classification specifications (50 positions)	200	\$48,000
Perform FLSA assessment for all classification specifications (150 classifications)	150	\$36,000
Prepare guidelines for updating and revising classification specifications	12	\$2,880
Prepare Inclusive Workplace Guide	12	\$2,880
Prepare for and meet to review task deliverables	4	\$960
Prepare for and meet with management team to review task deliverables	4	\$960
Total – Classification Plan and Position Descriptions	1,235	\$296,400

Task 5 – Estimated Budget		
Compensation Study	Hours	Cost
Prepare and conduct task kickoff meeting	4	\$960
Determine comparable agencies (maximum of 10 agencies)	8	\$1,920
Data collection from comparable agencies	80	\$19,200
Market Pricing – Base Pay (150 jobs)	150	\$36,000
Review/revise market-based salary structure	24	\$5,760
Determine grades, midpoints, range widths	8	\$1,920
Review/revise job hierarchy to include internal equity	8	\$1,920
Geographic differential by location (up to 10 locations)	10	\$2,400
Create geographic pay bands	4	\$960
Calculate employee pay recommendations	8	\$1,920
Review analysis and recommendations with internal project team	4	\$960
Train staff to maintain benchmarking workbook	4	\$960
Relevant experience calculator	8	\$1,920
Relevant experience guide	8	\$1,920
Train staff to use relevant experience calculator	8	\$1,920
Prepare written report	12	\$2,880
Project management	52	\$12,480
Prepare/present results to Leadership Team	8	\$1,920
Prepare/present results to Board of Directors	8	\$1,920
Total – Compensation Study	416	\$99,840

Task 6 – Estimated Budget		
Benefits Analysis	Hours	Cost
Benefits document collection and review	8	\$1,920
Published surveys – Benefits analysis to include healthcare, retirement, and PTO	12	\$2,880
Comparable agencies – Benefits analysis to include healthcare, retirement, and PTO	24	\$5,760
Written report	4	\$960
Total – Benefits Analysis	48	\$11,520
Philosophy, Classification and Compensation Study – Estimated TOTAL		\$450,000

Total cost of Contract not to exceed \$462,000.

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

ATTACHMENT C

Contractor Travel Policy

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

GUIDELINES

Making Travel Arrangements

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

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

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

- **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
- **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).

3. Travel Time Charging

- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

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: December 6, 2023

Re: Authorization to Execute a Contract with Baker Tilly US, LLP

RECOMMENDED ACTION

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with Baker Tilly US, LLP for an amount not to exceed \$122,000 for a term of one year.

BACKGROUND

The Human Resources Performance Audit completed by Sjoberg Evashenk found several areas of deficiencies. As a result, a corrective action plan was created to address key audit recommendations. The auditor recommended that the human resources policies and procedures be updated to comply with federal, state, and local requirements and align with best industry standards.

DISCUSSION

A Request for Proposal (RFP) was issued to find a qualified consultant to provide the following services:

- Perform comprehensive interviews with key staff in the HR division to learn and understand HR's operations, functions, responsibilities, and current practices and procedures.
- Review and perform analysis of existing information, documents, policies, procedures, and practices of all HR operations.
- Review and perform analysis of the gap between HR's current state of operations and public sector best practices.
- Provide a thorough written analysis of the gap between HR's current state of operations and public sector best practices.
- Provide written recommendations, including a gap analysis report and a corrective action plan, that prioritize actions by importance and urgency
- In coordination with Air District staff, develop new and/or amend priority policies and administrative operating procedures required by the corrective action plan, while

maintaining the Air District’s standard formats for documentation.

- Provide guidance and expert level consultation on the selection and implementation of automated systems or services for human resource data and process management consistent with recommendations from gap analysis report.

The Air District received nine submissions in response to this RFP. The proposals were reviewed by a three-member panel. The panel identified three highly competitive bidders: Baker Tilly US LLP, CPS HR Consulting, and Guidehouse Inc., and conducted interviews with these three bidders for further evaluation.

The panel’s total scores based on both the initial review of the proposals and the interviews for the three bidders are provided below:

Vendor	Total Score
Baker Tilly US, LLP	135.33
CPS HR Consulting	126.33
Guidehouse Inc.	124

Based on the pre-determined criteria, the panel determined that Baker Tilly US, LLP is the most suitable choice to meet the service requirements outlined in the RFP. Baker Tilly US, LLP has extensive experience in providing consulting services to government agencies and conducting business operational review and improvement of human resources matters. The panel found the timeline and cost as proposed by Baker Tilly US, LLP to be comparable and reasonable, considering the qualified and experienced project members who will be assigned to this project.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the \$122,000 contract amount is included in the Human Resources Office Budget for Fiscal Year Ending (FYE) 2024.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Judy Yu
Reviewed by: Hyacinth Hinojosa

ATTACHMENTS:

1. Draft Contract No. 2023.227 - Baker Tilly, LLP

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.227

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 **Baker Tilly US, LLP** (“CONTRACTOR”) whose address is 205 North Michigan Avenue, Suite 2800, Chicago, IL 60601.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. TERM – The term of this Contract is from December 6, 2023 to December 31, 2024, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Business automobile liability insurance or equivalent form with a combined single limit of not less than one million dollars (\$1,000,000). 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. CONTRACTOR's insurer shall notify CONTRACTOR in writing thirty (30) days prior to cancellation or material modification of any required insurance policy, and CONTRACTOR shall notify DISTRICT of any such cancellation or material modification as soon as reasonably practicable upon receipt of notice from the insurer.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance or to terminate this Contract for breach.

7. INDEMNIFICATION AND LIMITATION ON LIABILITY

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents (each a "Covered Person") harmless from and against any and all third-party liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of Contractor's performance of this Contract, but only in proportion to and to the extent such third-party liability, loss, expense, attorneys' fees, or claims for injury or damages are finally determined to be caused by or resulting from the gross negligence, willful misconduct, or fraudulent behavior of CONTRACTOR, its officers, agents, or employees in their performance of this Contract. Notwithstanding the foregoing, DISTRICT hereby releases CONTRACTOR, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify DISTRICT or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of DISTRICT or any Covered Person. Furthermore, because of the importance of the information that DISTRICT provides to CONTRACTOR with respect to CONTRACTOR'S ability to perform the services, DISTRICT hereby releases CONTRACTOR and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by DISTRICT, its personnel or agents , that is not complete, accurate or current knew or should have known that such information was not complete, accurate or current.
- 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 gross negligence, willful misconduct, or fraudulent behavior of DISTRICT, its officers, agents, or employees.
- C. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this

Contract shall not exceed the fees paid to CONTRACTOR for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.

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, 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 \$121,700.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to \$121,700. The mediation costs

shall not reduce the maximum amount recoverable under this section.

10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Baker Tilly US, LLP
4807 Innovate Lane
Madison, WI 53718
Attn: Kate Crowley

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

This section shall not apply to information which is (A) publicly known, (B) already known to the CONTRACTOR, (C) disclosed to CONTRACTOR by a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed.

14. INTELLECTUAL PROPERTY RIGHTS – Subject to CONTRACTOR's rights in CONTRACTOR's Knowledge (as defined below), title and full ownership rights to all tangible materials developed by CONTRACTOR specifically for DISTRICT under this Contract (each a "Deliverable") shall, upon payment, remain with DISTRICT, unless otherwise agreed to in writing. Notwithstanding the foregoing, CONTRACTOR will maintain all ownership right, title and interest to all of CONTRACTOR's Knowledge. For purposes of this Contract, "CONTRACTOR's Knowledge" means CONTRACTOR's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by CONTRACTOR prior to the Effective Date of this Contract ("CONTRACTOR's Preexisting Knowledge") (2) developed or obtained by CONTRACTOR after the Effective Date, that are reusable from client to client and project to project, where DISTRICT has not paid for such development; and (3) extensions, enhancements, or modifications of CONTRACTOR's Preexisting Knowledge which do not include or incorporate DISTRICT's Confidential Information. To the extent that any CONTRACTOR's Knowledge is incorporated into the Deliverables, CONTRACTOR grants to DISTRICT a non-exclusive, paid up, perpetual royalty-free worldwide license to use such CONTRACTOR's Knowledge in connection with the Deliverables, and for no other purpose

without the prior written consent of CONTRACTOR.

15. PUBLICATION

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with this section.
16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to payment and invoicing for the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with substantiating fees charged for the performance of this Contract, including, but not limited to, the costs of administering this Contract.
17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability, and shall comply with the

provisions of the California Fair Employment & Housing Act (Gov. Code, §§12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

18. 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.
19. 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.
20. 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.
21. 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.
22. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a party’s own action or inaction, then such cause shall not excuse that party from performance under this Contract.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. INDEPENDENT CONTRACTOR – CONTRACTOR shall have no authority to bind DISTRICT to any third-party agreement. Though the services may include CONTRACTOR's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, DISTRICT.
30. DATA PRIVACY AND SECURITY
 - A. To the extent the services require CONTRACTOR to receive personal data or personal information from DISTRICT, CONTRACTOR may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. CONTRACTOR's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing services hereunder, including services performed to meet the business purposes of the DISTRICT, such as CONTRACTOR's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which CONTRACTOR or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of

records, and other similar requirements applicable to the processing of personal data or personal information. CONTRACTOR is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to DISTRICT personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of DISTRICT, CONTRACTOR shall, unless otherwise permitted by applicable privacy law, (a) follow DISTRICT instructions; (b) not sell personal data or personal information collected from DISTRICT or share the personal data or personal information for any purpose outside of the work being performed under this Agreement, including but not limited to, purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the DISTRICT's engagement and not for CONTRACTOR's own commercial purposes; and (d) cooperate with and provide reasonable assistance to DISTRICT to ensure compliance with applicable privacy laws. DISTRICT is responsible for notifying CONTRACTOR of any applicable privacy laws the personal data or personal information provided to CONTRACTOR is subject to, and DISTRICT represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize CONTRACTOR to process such information in connection with the services described herein. CONTRACTOR shall promptly notify DISTRICT if CONTRACTOR becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit DISTRICT to take reasonable and appropriate steps to remediate personal data or personal information processing. CONTRACTOR shall promptly notify DISTRICT in writing of any breach of the personal data or personal information or actual unauthorized access to or use of the personal data or personal information.

- B. CONTRACTOR has established information security related operational requirements that support the achievement of CONTRACTOR's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in CONTRACTOR's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define CONTRACTOR's approach to how systems and data are protected. DISTRICT is responsible for providing timely written notification to CONTRACTOR of any additions, changes or removals of access for DISTRICT personnel to CONTRACTOR provided systems or applications. If DISTRICT becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Contract, DISTRICT should timely notify CONTRACTOR via email at dataprotectionofficer@bakertilly.com.

31. CONTRACTOR ENTITY – Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

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

BAKER TILLY US, LLP

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Kate Crowley
Principal

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR shall perform a gap analysis of DISTRICT’s Human Resources (HR) department’s current operations against public sector best practices, provide recommendations to bring operations into best practices and assist in developing, amending, and implementing policies and procedures. CONTRACTOR will be responsible for reviewing and updating/developing the policies and procedures listed in Attachment C.

Phase 1—Project planning and management

Task 1.1—Confirm scope, objectives and timing

CONTRACTOR will plan and coordinate initial kick-off meeting(s) with DISTRICT’s project team to solidify mutual understanding of the project scope, objectives, deliverables and timing as well as ensuring that appropriate DISTRICT and CONTRACTOR resources are available and well-coordinated. These meeting(s) will also help establish the desired working relationship between DISTRICT and CONTRACTOR. This will include day-to-day interactions with the staff responsible for managing services provided under the Contract. CONTRACTOR will complete the following subtasks:

- a. Finalize project design—The first project activities will be to:
 - Identify communication channels and reporting relationships/responsibilities of project staff
 - Assign key responsibilities
 - Review and confirm project timelines
 - Review and confirm products to be delivered including expectations regarding the form and level of detail
- b. Review work plan—Review the project objectives, scope and approach as well as CONTRACTOR assignments and specific schedules for the project tasks. CONTRACTOR will also prepare “Information Requests” listing key documents to be collected and will identify individuals for interviews.
- c. Arrange logistics/administrative support—Arrange logistics and support for matters to be addressed, including, but not limited to, schedules for interviews and data collection, workspace and support requirements, specific dates for status reports, contact persons, and any remaining contractual matters, etc.
- d. Develop project timeline and communication plan—Develop a mutually agreed-upon timeline for completing this Contract. Using that timeline, CONTRACTOR will develop and commit to a customized communication plan to serve as a communication and monitoring tool to keep DISTRICT and CONTRACTOR informed and updated on any open items and the status of the project at all times.
- e. Regular communication with management—In addition to the formal communication plan, CONTRACTOR will share knowledge of the latest regulatory changes and imparting best practice insight with DISTRICT.

Task 1.2—Develop stakeholder outreach and engagement plan

Based on information developed through the initial kickoff meetings, CONTRACTOR will draft and review a plan for the engagement and involvement of the HR department and other specific stakeholder interests and groups. The engagement plan will list the various internal stakeholder

interests and groups, suggest engagement methods for each, identify those accountable for completion of the proposed engagement activities, propose a tentative implementation schedule, and conclude with execution activities. CONTRACTOR will complete the following subtasks:

- a. Conduct virtual project kick-off meeting with DISTRICT.
- b. Develop project schedule and key milestones.
- c. Confirm list of stakeholders and engagement approach.
- d. Identify, schedule and invite participants in collaboration with DISTRICT's HR staff.

Phase 2—Assessment of current HR operations service delivery model

After the project is fully mobilized, CONTRACTOR will begin its assessment of the HR operations service delivery model and policies with a keen eye toward DISTRICT-wide goals and values. CONTRACTOR will use its tools, methods, and skills for assessing and managing the human impact of change associated with enterprise initiatives.

Task 2.1—Review background information

CONTRACTOR will review background information, including:

- a. Organizational structure
- b. Organizational strategic plan and department strategic plans if available
- c. Staffing levels by position for the department
- d. Position descriptions
- e. HR service technology
- f. HR policies and procedures (list provided in Attachment C)
- g. Diversity, Equity and Inclusion (DEI) initiative documentation
- h. Classification and compensation pay scale, philosophy
- i. Performance evaluation structure and process
- j. Collective bargaining agreements
- k. Other relevant information

Task 2.2—Conduct interviews

- a. CONTRACTOR will develop an interview approach with DISTRICT's project team. The interviews will be a combination of individual meetings and functional focus group meetings as deemed appropriate by the project team. Interviewees may include, but are not limited to, HR staff; executive management team; DEI office; Board members; union representatives; and other internal stakeholders.
- a. Meetings with DISTRICT's HR staff, management, and leadership will focus on developing an understanding of the current HR service delivery organizational structure, operations, management, technology usage and any areas of concerns, and other relevant information. Focusing on strategic goals and priorities, questions will focus on structure, processes, culture, employees and other stakeholders to develop an understanding of policy and process gaps. Discussion topics may include, but are not limited to:
 - Primary functions, responsibilities and skills within the HR department
 - Policy and process implementation at the department level
 - Communication methods
 - Hand-offs with HR and departments
 - Service needs met and unmet (with a focus on performance evaluations, DEI efforts)
 - HR role-based system access
 - Shadow system usage (including excel spreadsheets)

- b. The scope for focus group discussions with internal stakeholders will be determined with the DISTRICT, with a preliminary emphasis to develop an understanding of barriers from end users for policy and process implementation and standardization, strengths and benefits of policies and procedures, and gaps or areas where end users would like additional support or clarity.

Task 2.4—Document gap analysis of initial observations

Using the information gained from prior tasks, CONTRACTOR will analyze information collected and develop a set of initial observations to be discussed with DISTRICT’s project team. Observations will focus on opportunities to:

- Identify policy and procedure gaps with opportunities to re-imagine or redesign existing programs and services to better align with strategic goals.
- Identify gaps in programs, policies, and services needed to meet strategic goals.
- Identify potential needs for results-based metrics and other performance measures.
- Incorporate management and employee feedback of HR initiatives.

CONTRACTOR will discuss the initial observations with the DISTRICT’s project team and agree-upon a prioritized roadmap to develop and review policy and procedure updates. CONTRACTOR will be responsible for the following key activities and deliverables:

- a. Develop project introduction memo to distribute prior to interviews and focus groups.
- b. Conduct individual and focus group meetings.
- c. Preliminary review of policies and procedures.
- d. Documentation of gap analysis initial observations with prioritized roadmap.

Phase 3 – Policy and procedure development

In collaboration with DISTRICT, CONTRACTOR will develop new and/or amend existing policies and administrative operating procedures. Using the roadmap developed in Phase 2, CONTRACTOR will coordinate with DISTRICT to schedule detailed functional process reviews. All policy and procedure updates will follow the DISTRICT’s standard documentation format. If practical and appropriate to do so, policy updates for review will be “batched” to use the subject matter experts’ time most effectively as they balance ongoing operational responsibilities.

Task 3.1—Policy and operations assessment

CONTRACTOR will:

- a. Conduct meetings and follow-up meetings by function to identify current state processes and corresponding policies. This task assumes 25 policies and approximately 10 functions.
- b. Document current state workflows and validate with the DISTRICT subject matter experts.
- c. Document future state workflows and validate with the DISTRICT subject matter experts, including, but not limited to, the following:
 - Analyze service delivery metrics
 - Assess incongruencies in process and policy implementation
 - Identify HR technology, usage, capabilities and functionality gaps
 - Aggregate service delivery challenges and needs
 - Review DEI effort integration into HR operations and practices
 - Determine training needs

- Identify communication strategy needs
- Research industry best practices based on needs identified in Phase 2
- d. Conduct best practice research and survey analysis
- e. Conduct ongoing bi-weekly project management meetings with DISTRICT.

Phase 4—Final report and recommendations

While maintaining independence and objectivity, CONTRACTOR will utilize feedback loops to ensure that the facts are accurate, and that both CONTRACTOR and DISTRICT understand the ramifications of the recommendations and proposed solutions to identified challenges.

Task 4.1—Prepare and issue future state policies and procedures

CONTRACTOR will:

- a. Conduct ongoing bi-weekly project management meetings with DISTRICT.
- b. Conduct review of draft workflow and policy.
- c. Prepare future state functional workflows with corresponding policies, technology used, forms, and responsible positions. Final workflows will include updated corresponding policies and procedures with edits based upon gap assessment and comparison to best practices.
- d. Develop an implementation roadmap. CONTRACTOR will share the draft implementation roadmap with DISTRICT for review and will incorporate DISTRICT's edits and feedback as needed. Based upon identified need determined in collaboration with the DISTRICT's project team, the implementation roadmap may include:
 - i. HR skills training needed, training approach and content (if needed to supplement technology, DEI, and performance evaluation efforts).
 - ii. Prioritized and contingencies for policy and process implementation.
 - iii. Communication recommendations for implementation.
- e. Review all deliverables with the DISTRICT project team and make any edits as needed prior to issuing a final report.
- f. In-person presentation of final project to DISTRICT leadership (as requested by DISTRICT)

Deliverables:

- a. Draft and final process workflows and policies.
- b. Draft and final implementation roadmap.
- c. Final report.

Project schedule

	2024					
ACTIVITY	Jan	Feb	Mar	Apr	May	Jun
Phase 1 – Project planning and management	█					
Phase 2 – Assessment of current HR operations service delivery model	█	█				
Phase 3 – Policy and procedure development		█	█	█	█	
Phase 4 - Final reporting					█	█

DRAFT

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a fixed price of \$115,300 to complete the work outlined in Attachment A, Scope of Work. In addition to the fixed price, DISTRICT will reimburse CONTRACTOR for travel expenses at cost with no mark-up, up to a maximum amount of \$6,400. All travel expenses shall comply with the travel policy attached hereto as Attachment D. Payments will be made upon CONTRACTOR's completion of each phase and in accordance with Section 8 (Payment) of this Contract.

SERVICES	FEES
Phase 1 – Project planning and management	\$10,500
Phase 2 – Assessment of current HR operations service delivery model	\$24,800
Phase 3 – Policy and procedure development	\$57,000
Phase 4 – Final report and recommendations	\$23,000
Subtotal for services	\$115,300
Travel expenses	\$6,400
Total for services and travel	\$121,700

Assumptions

This cost schedule is based on the assumptions detailed below. Should any of these change during the engagement, CONTRACTOR will bring the matter to the DISTRICT's attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. CONTRACTOR will not undertake additional work without DISTRICT's written approval and a formal amendment to the Contract. Assumptions include:

- a. DISTRICT senior management is fully committed to the success of this project
- b. DISTRICT will designate and assign a dedicated project manager, who will be responsible for coordinating activities with CONTRACTOR and DISTRICT personnel, as needed, throughout the project
- c. Adequate support, preparedness and cooperation from management
- d. Team members are available at scheduled times, and significant changes to the project schedule are avoided
- e. Requested information is provided in a timely manner, in preferred formats
- f. No significant changes in scope from that outlined in the Scope of Work
- g. DISTRICT recognizes that the services provided are advisory in nature only and that the DISTRICT will assume responsibility for implementation decisions
Adherence to project timelines is dependent upon the availability of DISTRICT to participate in interviews, focus groups, deliverable reviews, etc.

Total cost of Contract not to exceed \$121,700.

ATTACHMENT C

POLICIES AND PROCEDURES

Administrative Code Division III

<https://www.baaqmd.gov/~media/files/human-resources/admincode.pdf>

- Section 1: General Policies – Representation Units
- Section 2: Equal Employment Opportunity Policy
- Section 3: Rights and Obligations
- Section 4: Grievance Procedures
- Section 5: Classification Plan
- Section 6: Salaries
- Section 7: Employment and Merit Increases
- Section 8: Hours of Work
- Section 9: Separations
- Section 10: Fringe Benefits
- Section 11: Leave and Holidays
- Section 12: Personnel Transaction and Records
- Section 13: Method of Filling Vacancies

Working Drafts of HR policies

- Electronic Personnel File Policy
- Employee Background Check Policy
- HR File Room Access Policy
- Position Control Management Policy
- Candidate Travel Reimbursement Policy (for deputy level or directors)

District Policies

- Anti-Bullying Policy
- Distributed Workforce Policy

District: Administrative Instructions

- Claims Against the District
- Responding to Public Records Act Request
- Communicating with Members of the Media
- Distribution of Wireless Handheld Devices
- Use of District Vehicle to Conduct District Business
- Use of Telecom Resources
- Mobile Desktop Computer Workstation
- Capital Asset and Depreciation
- Handling Formal Complaints Against Board Appointed Position
- Implementation of the Distributed Workforce Policy
- Performance Evaluation Requirements

Any other policies and procedures that CONTRACTOR recommends.

ATTACHMENT D

CONTRACTOR TRAVEL POLICY

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

GUIDELINES

Making Travel Arrangements

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

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

- **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty-five dollars (\$25.00).

3. Travel Time Charging

- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

DRAFT

BOARD MEETING DATE: December 6, 2023

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, November 15, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Davina Hurt, Chair
Community Equity, Health, and Justice Committee

DH:mh

Committee Members

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Davina Hurt; and Board Chair John J. Bauters.

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

Present, In-Person Satellite Location (Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, California, 94301): Director Vicki Veenker.

Absent: Vice Chair Katie Rice; and Directors Margaret Abe-Koga, Brian Barnacle, Joelle Gallagher, Erin Hannigan, and Nate Miley.

Call to Order

Chair Hurt called the meeting to order at 1:07 p.m.

For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

- 3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF OCTOBER 18, 2023**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Board Chair Bauters made a motion, seconded by Director Gioia, to **approve** Minutes of the Community, Equity, Health & Justice Committee of October 18, 2023; and the motion **carried** by the following vote of the Committee:

AYES: Bauters, Gioia, Hurt, Veenker.
NOES: None.
ABSTAIN: Young.
ABSENT: Abe-Koga, Barnacle, Gallagher, Hannigan, Miley, Rice.

INFORMATIONAL ITEMS

4. COMMUNITY PERSPECTIVES

Nicole Merino Tsui, Senior Project Manager of the West Oakland Environmental Indicators Project (WOEIP), gave a presentation on West Oakland Health Center's Air Filtration project, and a rapid response investigation regarding Schnitzer Steel.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed challenges that WOEIP has been experiencing and how the Air District can help; and recent compliance and enforcement actions regarding Schnitzer Steel Industries, Inc. fire incidents.

Committee Action

None; receive and file.

5. ANNUAL PROGRESS REPORT ON OWNING OUR AIR: THE WEST OAKLAND COMMUNITY ACTION PLAN (WOCAP)

Ms. Merino Tsui and Alicia Parker, Air District Principal Planner, gave the presentation *Owning Our Air: The West Oakland Community Action Plan*, including: outcome; outline; informational only; WOCAP overview; implementation (conducted between 2022 and 2023) at-a-glance; notable progress; wins; acknowledgements; next steps; and community perspectives.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether *all* of WOEIP's priorities were captured in the presentation; whether the Air District has worked with the community of West Oakland on reducing/mitigating displacement and gentrification and desired outcomes; the request for Resolution #: 89907 C.M.S, regarding the City of Oakland's 2045 General Plan Update: Certification Of The Final Environmental Impact Report For Phase 1 Of The City Of Oakland 2045 General Plan Update And Adoption Of The Safety And, Environmental Justice Elements And The Planning Code Text And Map Amendments, adopted on September 26, 2023; and health metrics (what is being measured today).

Committee Action

None; receive and file.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

7. COMMITTEE MEMBER COMMENTS

Board Chair Bauters announced that Transgender Day of Remembrance is an annual observance on November 20 that honors the memory of the transgender people whose lives were lost in acts of anti-transgender violence.

8. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Victor Douglas, Acting Deputy Executive Officer of Equity and Community Programs, gave the following remarks:

- On October 26, Air District staff and members of the Path to Clean Air: Richmond-San Pablo Community Steering Committee (CSC) gave presentations to both the West County Mayors' and Supervisors 'Association and Contra Costa County Hazardous Materials Commission, regarding strategies within the CSC's Assembly Bill (AB) 617 Emissions Reduction Plan.
- On October 28, Air District staff and Board members took a "toxic tour" of Bayview-Hunters Point, organized by Director Walton and members of the Bayview Hunters Point/Southeast San Francisco Community Steering Committee, along with the Marie Harrison Community Foundation.

9. TIME AND PLACE OF NEXT MEETING

Wednesday, December 20, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health, and Justice Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 1:50 p.m.

Attachments

- #3: Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of October 18, 2023
- #4: Community Perspectives
- #5: Annual Progress Report on Owning Our Air: The West Oakland Community Action Plan (WOCAP)

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Dr. Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Election of a Chairperson and Vice Chairperson of the Board of Directors for the
2024-2025 Term

RECOMMENDED ACTION

Elect a Chairperson and Vice Chairperson of the Board of Directors for the 2024-2025 term.

BACKGROUND

The terms of the current Board Officers will come to an end at the end of this year. Section 2.1 of the Division I of the Administrative Code requires the Board of Directors to elect new officers no later than the first meeting in December each year. Pursuant to this provision, it is now time for the Board to elect its officers for the upcoming term starting in the new year.

DISCUSSION

The Nominating Committee is scheduled to meet at 8:45 am on December 6, immediately before the Board of Directors meeting, to consider recommending candidates for consideration by the Board of Directors.

The Board of Directors will receive a report from the Nominating Committee based on its discussion of the candidates. The Board of Directors will then consider electing a Chairperson and Vice Chairperson for the term commencing January 1, 2024.

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

As explained in these materials, the Board of Directors approved amendments to the Administrative Code on November 15, 2023, which will provide for two-year Board officer terms commencing in 2024. In addition, the new Administrative Code provides for two Board officer positions, a Chairperson and a Vice-Chairperson. The Board will no longer have a secretary position. This election will therefore be for the positions of Chairperson and Vice-Chairperson, with the Board members elected to those positions serving a two-year 2024-2025

term. The new Administrative Code expressly provides that Board members elected under the current provisions of the Code in effect in 2023 will serve in the Board Officer positions under the new Code that takes effect on January 1, 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Dr. Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander Crockett

ATTACHMENTS:

1. Nominating Committee Meeting Memorandum of December 6, 2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 6, 2023

Re: Consideration and Recommendation of Board Officer Candidates for the Term of
Office Commencing 2024

RECOMMENDED ACTION

Consider recommending candidates for election by the Board of Directors for the following Board Officer positions:

- o Chairperson; and
- o Vice Chairperson

BACKGROUND

None.

DISCUSSION

Air District Counsel Alexander Crockett has provided the attached memorandum regarding the role of the Nominating Committee in recommending Board Officer candidates for consideration by the Board of Directors. The memorandum includes pertinent provisions from the Air District's Administrative Code.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

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

NOMINATING COMMITTEE
MEETING OF 12/06/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

OFFICE OF DISTRICT COUNSEL

MEMORANDUM

DATE: November 16, 2023

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

FROM: Alexander G. Crockett, Esq.
District Counsel

SUBJECT: Criteria for Recommendation of Candidates for Chairperson and Vice-Chairperson of the Board of Directors

The function of the Nominating Committee is to recommend candidates to the Board of Directors for the Board officer positions. Bay Area Air Quality Management District Administrative Code (“Admin. Code”), Division I, Section 6.7. In order to assist with this function, this memorandum discusses the criteria to be applied by the Nominating Committee in making its recommendations to the Board of Directors for Chairperson and Vice-Chairperson.

Please note that on November 15, 2023, the Board of Directors adopted a new Administrative Code that will take effect on January 1, 2024. Under the new Code, there will be only two Board officers, a Chairperson and a Vice-Chairperson. The Board of Directors will therefore be electing officers only for these two positions, and the Nominating Committee should make recommendations only for these two positions. The nomination and election process for these officer positions will be governed by the provisions of the current Administrative Code, however, because the current Code remains in effect until the start of the new year. Section 2.7(b) of the new Administrative Code explicitly provides that the Board members elected as Chairperson and Vice-Chairperson under the Code in effect in 2023 shall serve in those roles under the new Code when it takes effect in 2024.

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

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

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

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

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

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

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

NOMINATING COMMITTEE
MEETING OF 12/06/2029

ADMINISTRATIVE CODE – SELECTED PROVISIONS

SECTION 2 BOARD OF DIRECTORS, OFFICERS - DUTIES

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

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

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

2.2 CHAIRPERSON. (Revised 1/14/09)

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

2.3 VICE CHAIRPERSON.

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

2.4 BOARD SECRETARY.

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

2.5 MEETING ROLL CALL.

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

2.6 QUORUM.

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

2.7 OFFICER ROTATION.

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

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

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

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