



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**BOARD OF DIRECTORS  
MEETING**

December 20, 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**

**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 Ave.  
Pleasanton, CA 94566**

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

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

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

**THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED**

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/86505800394>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 865 0580 0394

**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 20, 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 - 17)**

**4. Approval of the Draft Minutes of the Board of Directors Meeting of December 6, 2023**

*The Board will consider approving the Draft Minutes of the Board of Directors Meeting of December 6, 2023.*

**5. Board Communications Received from December 6, 2023 through December 19, 2023**

*A copy of communications directed to the Board of Directors received by the Air District from December 6, 2023 through December 19, 2023 , if any, will be distributed to the Board Members by way of email.*

**6. Personnel Out-of-State Business Travel**

*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. Quaterly Report of California Air Resources Board Representative - Honorable Davina Hurt**

*The Board of Directors will receive the quarterly report of the activities of California Air Resources Board Representative Honorable Davina Hurt for the third quarter of 2023.*

**8. Adopt Proposed Board and Committee Meeting Schedule for Calendar Year 2024**

*The Board of Directors will consider adopting the Proposed Board and Committee Meeting Schedule for the Calendar Year 2024.*

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

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute increased amounts to contract amendments with West Oakland Environmental Indicators Project (WOEIP), Beth Altshuler Muñoz (BAM) Consulting, Inc., and RBA Creative, LLC (RBA), to support continued implementation of the West Oakland Community Action Plan. Each of these contracts expires on December 31, 2024. The contract end dates are not being amended at this time.*

*The amendments for each contract will increase the amounts as follows:*

- WOEIP increased by \$127,000, not to exceed the total amount of \$427,000*
- RBA increased by \$92,500, not to exceed the total amount of \$417,500*
- BAM increased by \$89,000, not to exceed the total amount of \$257,410*

10. Authorization to Execute a Contract with Cascadia Consulting Group

*The Board of Directors will consider authorizing the Executive Officer/APCO to enter into a contract with Cascadia Consulting Group for an amount not to exceed \$270,000, to provide community engagement support for the Air District's USEPA Climate Pollution Reduction Grant.*

11. Authorization to Execute a Contract with CPS HR Consulting

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with CPS HR Consulting for an amount not to exceed \$221,250. This contract work addresses one of the key recommendations from the Human Resources Performance Audit and includes a revamp of the performance management process and system.*

12. Authorization to Amend Contract with the Public Health Institute's Regional Asthma Management and Prevention (RAMP) Program to Support the Home Air Filtration Program

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Public Health Institute's Regional Asthma Management and Prevention (RAMP) program for the purpose of extending the contract term and increasing the total contract limit by \$36,075 to continue to provide liaison and support services to the Air District's Home Air Filtration Program.*

13. Authorization to Extend the Term and Increase the Total Contract Limit of the Master Services Agreement with Kearns & West, Inc. for Facilitation Services to Support the Building Appliance Rules Implementation Working Group, Community Engagement Office, and Agency-Wide Public Engagement

*The Board of Directors will consider authorizing the Executive Officer/APCO to extend the end date of the Master Services Agreement (MSA) with Kearns & West, Inc. from June 30, 2024 to December 31, 2024, and increase the MSA limit by \$175,000 from \$350,500 to \$525,500 to provide workshop and meeting support for the Building Appliance Rules Implementation Working Group, Community Engagement Office, and other divisions.*

14. Authorization of Contract to Amend Lease in San Pablo, CA

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute an amendment to revise the Air District's lease agreement with Lao Family Community Development, Inc. effective December 6, 2022 through May 31, 2027, which would result in lease payments not to exceed \$394,278. The original 5-year lease agreement approved by the Board in 2017, allowed an option for another five years with a 5% increase each year. In December 2022, the Board approved lease amendment #1 (for years 2022 to 2027) with language to increase the rent by a specified amount each year that was equivalent to a 5% increase but the Amendment did not make the appropriate adjustment to the base year (2022) for the new lease period. As a result, the lease payments do not include the increase that was specified. The updated lease agreement corrects the base year rent starting in 2022. The increased amount for the lease payments is \$52,755.28 more than what was approved in December 2022.*

15. Report of the Legislative Committee Meeting of November 29, 2023

*The Board of Directors will receive a report of the Legislative Committee meeting of November 29, 2023 and will consider the following action recommended by the Committee:*

- A. Potential Legislative Activities for 2024

*Action Item: The Board of Directors will consider approving recommended Potential Legislative Activities for 2024.*

*For the full Committee agenda packet and materials, click on the link below:*  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

16. Report of the Community Advisory Council Meeting of November 30, 2023

*The Board of Directors will receive a report of the Community Advisory Council Meeting of November 30, 2023.*

17. Report of the Finance and Administration Committee Meeting of December 6, 2023

*The Board of Directors will receive a report of the Finance and Administration Committee meeting of December 6, 2023, and will consider the following actions recommended by the Committee.*

A. Appoint Seven Candidates to the Advisory Council

*Action Item: The Board of Directors will consider appointing Stephanie Holm, Phil Martien, Garima Raheja, Gina Solomon, Ann Marie Carlton, Michael Kleinman, Michael Schmeltz, to the Advisory Council for a two-year term from December 20, 2023 to December 20, 2025.*

*For the full Committee agenda packet and materials, click on the link below:*  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

B. Authorize Fiscal Year Ending (FYE) 2024 Mid-Year Budget and Staffing Adjustments

*Action Item: The Board of Directors will consider authorizing the FYE 2024 mid-year budget and staffing adjustments to: 1) Authorize use of Community Air Protection Program grant for six (6) new Full Time Equivalent (FTEs) and seven (7) new Limited-Term Contract Employees (LTCEs) to support AB 617 initiatives; 2) Authorize one (1) new FTE for executive operations and reclassify vacant positions to support organizational operations, and 3) transfer \$100,000 from the Legal Division's professional services budget to the salaries budget specifically designated to hire one (1) temporary staff attorney.*

*For the full Committee agenda packet and materials, click on the link below:*  
<https://www.baaqmd.gov/agendas>

**PUBLIC HEARING(S)**

18. Public Hearing to Consider Adoption of Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8), and Adoption of a Negative Declaration for the Proposed Amendments to Rule 8-8 Pursuant to the California Environmental Quality Act (CEQA)

*The Board of Directors will consider adoption of proposed amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8), and adoption of a Negative Declaration for the proposed amendments to Rule 8-8 pursuant to the California Environmental Quality Act (CEQA).*

## **OTHER BUSINESS**

### 19. 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.*

### 20. 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)*

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

### 22. Chairperson's Report

### 23. Time and Place of Next Meeting

*January 31, 2024, at 10:00 a.m. at The Southeast Community Center, 1550 Evans Ave., Alex Pitcher Pavilion & Amphitheater, San Francisco, CA 94124. 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**

24. 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.*

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

*Pursuant to Government Code Section 54956.9(a) and (d)(2), the Board will meet in closed session with legal counsel to discuss significant exposure to litigation, based on facts and circumstances not known to a potential plaintiff or plaintiffs: One case*

## **OPEN SESSION**

26. Consideration of Removal of Community Advisory Council Member Charles Reed

*The Board of Directors will consider removing Charles Reed from the Community Advisory Council.*

27. Adjournment

*The Board meeting shall be adjourned by the Board Chair.*



**CONTACT:**

**MANAGER, EXECUTIVE OPERATIONS**  
**375 BEALE STREET, SAN FRANCISCO, CA 94105**  
[vjohnson@baaqmd.gov](mailto:vjohnson@baaqmd.gov)

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

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

**Accessibility and Non-Discrimination Policy**

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

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

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

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

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

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

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

**DECEMBER 2023**

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	20	9:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	20	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Equity, Health and Justice Committee - CANCELLED	Wednesday	20	1:00 p.m.	1 <sup>st</sup> Floor Board Room

**JANUARY 2024**

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Special Meeting/ Retreat	Wednesday	31	10:00 a.m.	Southeast Community Center 1550 Evans Ave. Alex Pitcher Pavilion Room San Francisco, CA 94124

MV 12/13/2023 – 11:15 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 20, 2023

Re: Approval of the Draft Minutes of the Board of Directors Meeting of December 6,  
2023

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of December 6, 2023.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of December 6, 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 December 6, 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, December 6, 2023

## **DRAFT MINUTES**

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

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:05 a.m.

#### **Roll Call:**

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

Present, In-Person Satellite Location: (Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, California, 94301): Director 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): Director Brian Barnacle.

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 Erin Hannigan, and Steve Young.

Present, In-Person Satellite Location: (Mountain View City Hall, 500 Castro Street, 3<sup>rd</sup> Floor, City Clerk's Office Conference Room, Mountain View, California, 94041): Director Margaret Abe-Koga.

Present, In-Person Satellite Location: (Office of Contra Costa County Supervisor Ken Carlson, 2255 Contra Costa Blvd., Suite 202, District 4 Conference Room, Pleasant Hill, California, 94523): Directors Ken Carlson, and Mark Ross.

Present, In-Person Satellite Location: (Napa County Administration Building, 1195 Third Street, Suite 310, Crystal Conference Room, Napa, California, 94559): Director Joelle Gallagher.

Absent: Directors David Hudson, Nate Miley, and Ray Mueller.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters welcomed Adam Arnold, new Senior Air Quality Specialist in the Air District's Meteorology and Measurement Division, and Julia Luongo, Senior Air Quality Engineer in the Rules and Strategic Policy Division; and congratulated Jimmy Cheng, who was promoted to the position of Supervising Air Quality Engineer in the Engineering Division; and Victor Douglas, former Manager of the Rules and Strategic Policy Division, who recently retired after serving the Air District for 22 years.

NOTED PRESENT: Director Hannigan was noted present at 9:09 a.m.; Director Corzo was noted present at 9:11 a.m.; and Director Melgar was noted present at 9:15 a.m.

**CONSENT CALENDAR (ITEMS 4 – 16)**

4. Approval of 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
6. Personnel Out-of-State Business Travel Report for October 2023
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of October 2023
8. Quarterly Report of the Executive Office and Division Activities for the Months of July 2023 - September 2023
9. Proposed Regulatory Agenda for 2024
10. Authorization to Execute Contracts for Grant Projects over \$500,000 for Electric Vehicle Infrastructure Projects
11. Authorization to Execute Contract for Support of Air District Electric Vehicle Charging Program in the Amount of \$671,000
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
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
14. Authorization to Amend the Contract with Compensation Connections, LLC
15. Authorization to Execute a Contract with Baker Tilly US, LLP
16. Report of the Community Equity, Health and Justice Committee Meeting of November 15, 2023

**Public Comments**

Public comments were given by Tony Fisher, Coalition for Clean Air.

Board Comments

Director Rice acknowledged the work of Air District staff, captured in Item 8, Quarterly Report of the Executive Office and Division Activities for the Months of July 2023 - September 2023.

NOTED PRESENT: Director Lopez was noted present at 9:24 a.m.

Board Action

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

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

**ACTION ITEM**

**17. ELECTION OF A CHAIRPERSON AND VICE CHAIRPERSON OF THE BOARD OF DIRECTORS FOR THE 2024-2025 TERM**

Chair Bauters gave a report of the Nominating Committee meeting, which was held immediately preceding the Board of Directors meeting on December 6, 2023.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the change in the recent amendment to the Air District administrative Code, which eliminated the Board Officer position “Secretary”; and the Nominating Committee’s rationale for promoting the current Secretary and Vice Chair to the 2024 Board Officer positions of Vice Chair and Chair, respectively.

Board Action

Chair Bauters made a motion, seconded by Director Gioia, to **appoint** Davina Hurt as Chairperson, and Lynda Hopkins as Vice Chairperson, commencing 2024; and the motion **carried** by the following vote of the Board:

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

**OTHER BUSINESS**

**18. PUBLIC COMMENT ON NON-AGENDA MATERS**

No requests received.

**19. BOARD MEMBER COMMENTS**

Director Gonzalez said that he recently met with Caroline Sison, Director of Strategic Partnerships and External Affairs at the Tiburcio Vasquez Health Center, Inc., a provider of multicultural health care in Central and Southern Alameda County. The Tiburcio Vasquez Health Center partners with the Air District to distribute air filters to vulnerable people in the East Bay, and are grateful for the Air District’s partnership. Director Gonzalez will be featuring this partnership on his social media accounts.

Director Walton thanked Chair Bauters for the 19 months during which he served as Air District Board of Directors Chairperson.

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

Dr. Philip M. Fine, Executive Officer/APCO, congratulated the 2024 Board Officers on their appointments.

**21. CHAIRPERSON’S REPORT**

Chair Bauters announced that the Board’s Finance and Administration Committee will meet following the Board meeting (on December 6, 2023), no earlier than 1:00 p.m.

**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** (9:32 a.m.)

**23. 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** (10:25 a.m.)

24. **ADJOURNMENT**

The meeting was adjourned at 10:25a.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 20, 2023

Re: Board Communications Received from December 6, 2023 through December 19,  
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 December 6, 2023 through December 19, 2023, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
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 20, 2023

Re: Personnel Out-of-State Business Travel

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 November 2023. The monthly out-of-state business travel report is presented in the month following travel completion.

DISCUSSION

The following out-of-state business travel activities occurred in November 2023:

Air & Waste Management Association Air Quality Measurement Methods and Technology Conference in Durham, NC, November 14-16, 2023 attendees:

- Jerry Bovee, Air Quality Engineering Manager
- Kate Hoag, Ph.D., Assistant Manager, Ambient Air Quality Analysis

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 20, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Report of California Air Resources Board Representative, Honorable Davina Hurt, for the third quarter of 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman and Sonam Shah-Paul

Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. CARB Third Quarter Report for Representative - Honorable Davina Hurt

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

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

**Date:** December 5, 2023

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

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

#### July Activities

14<sup>th</sup> Meeting w/ Volvo Construction  
17-19<sup>th</sup> CCEEB Summer Issues Seminar  
20<sup>th</sup> Meeting w/ LCJA re: LCFS  
24<sup>th</sup> Consultation Group Check-in With Chairs  
26<sup>th</sup> Consultation Group Meeting  
27<sup>th</sup> CARB Racial Equity Training  
31<sup>st</sup> Atmosphere Awards

#### August Activities

14<sup>th</sup> Meeting w/ Rondo re: LCFS  
Meeting w/ EarthJustice re: LCFS  
Meeting w/ WPGA re: ZE Forklifts  
16<sup>th</sup> Presentation on CARB Advance Clean Fleets Regulation and How Local Agencies Are Addressing These New Requirements  
23<sup>rd</sup> Meeting w/ RNG Coalition re: LCFS  
30<sup>th</sup> Meeting w/ CalETC re: LCFS  
31<sup>st</sup> Consultation Group De-Brief

#### September Activities

11<sup>th</sup> Meeting w/ Clean Energy Fuels re: LCFS  
12<sup>th</sup> Meeting w/ EJ Coalition re: LCFS  
Joint Meeting Briefing  
Meeting w/ CA-RTA  
14<sup>th</sup> CARB/EJAC Joint Meeting  
18<sup>th</sup> Meeting w/ NRDC re: LCFS  
19<sup>th</sup> September Staff Briefing  
Meeting w/ Low-Carbon Fuel Coalition  
25<sup>th</sup> Blueprint 2.0 Sub-Quorum  
26<sup>th</sup> Tour of Martinez CA Renewable Fuels Facility  
27<sup>th</sup> Meeting w/ District Staff

BAAQMD Board of Directors

December 5, 2023

Page 2

28<sup>th</sup> September Board Meeting

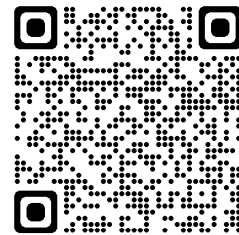
29<sup>th</sup> Clean Mobility Event in Fresno

Attachments: Public Agendas

# Public Meeting Agenda for the Joint Meeting of the California Air Resources Board and the Assembly Bill 32 Environmental Justice Advisory Committee

Thursday, September 14, 2023

Zoom Webinar: [Register](#)  
Phone Number: (669) 900-6833  
Webinar ID: 834 7431 1538



[arb.ca.gov/ma091423](http://arb.ca.gov/ma091423)

## California Environmental Protection Agency

1001 I Street, Sacramento, California 95814  
Coastal Hearing Room, 2nd Floor  
[Webcast](#) (Livestream/Watch Only)

## Additional Teleconference Locations

Gateway Cities Council of Governments  
16401 Paramount Boulevard  
Paramount, CA 90723  
  
78015 Main Street, Suite 205  
La Quinta, CA 92253

The September 14, 2023, joint meeting of the California Air Resources Board (CARB or Board) and the Assembly Bill 32 Environmental Justice Advisory Committee (EJAC) will be held at 1001 I Street in Sacramento, with remote participation available to the public. Some EJAC members may also attend remotely, in accordance with [Gov. Code 11123.5](#). Due to limited seating capacity in the Coastal Hearing Room, remote participation is highly encouraged for members of the public. This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

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

## Public Comment Guidelines and Information

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

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



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

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

## **Spanish interpretation will be available for the September 14, Joint Meeting.**

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

## **Thursday, September 14, 2023 @ 4:00 p.m.**

### **Discussion Item:**

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

### **Joint Discussion of Implementation of California Air Resources Board's Assembly Bill 32 Climate Programs**

The California Air Resources Board (CARB or Board) and the Assembly Bill 32 Environmental Justice Advisory Committee (EJAC) will hear an introduction from CARB staff on coordination with the EJAC. CARB staff will provide a presentation on the Low Carbon Fuel Standard (LCFS). The Board and EJAC will discuss the presentation and implementation of CARB climate programs, including EJAC recommendations to the Board on LCFS regulation updates. The Board and EJAC may also discuss Cap-and-Trade Program Regulation updates, Senate Bill 905 carbon capture utilization and sequestration requirements, and natural and working lands.

- [More Information](#)
- [CARB Staff Introductory Presentation](#)
- [CARB Staff LCFS Presentation](#)
- [EJAC Meeting Presentation](#)
- [EJAC Recommendations](#)
- [Submit Written Comments](#)
- [View Public Comments](#)

### **Other Information**

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

[View Submitted Comments](#)

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

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

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

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

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

## Special Accommodation Request

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

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

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

## Acomodación Especial

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

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

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

# Public Meeting Agenda

*Thursday, September 28, 2023*

## California Environmental Protection Agency

1001 I Street, Sacramento, California 95814

Byron Sher Auditorium, 2nd Floor

*Webcast* (Livestream/Watch Only)

Zoom Webinar: [Register](#)

Phone Number: (669) 900-6833

Webinar ID: 850 6342 6625



[arb.ca.gov/ma092823](http://arb.ca.gov/ma092823)

The September 28, 2023, meeting of the California Air Resources Board (CARB or Board) will be held at 1001 I Street in Sacramento, with remote participation available to the public. This facility is accessible to persons with disabilities and by public transit. For transit information, call (916) 321-BUSS (2877) or visit <http://sacrt.com/>.

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

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

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

## Spanish interpretation will be available for the September 28, Board Meeting.

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

Thursday, September 28, 2023 @ 9:00 a.m.

## Discussion Item:

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

### 23-8-1: Public Meeting to Hear an Update on the Low Carbon Fuel Standard

The Board will hear an update on the Low Carbon Fuel Standard, which is a regulation that decreases the carbon intensity of California's transportation fuel, reduces petroleum fuel use, and improves air quality. The update will focus on major concepts under consideration for an upcoming Low Carbon Fuel Standard rulemaking. This is a non-voting meeting.

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

## Closed Session

The Board may hold a closed session, as authorized by Government Code section 11126(a)(1), and as authorized by Government Code section 11126(e), to confer with, and receive advice from, its legal counsel regarding the following pending or potential litigation:

*Association of American Railroads et al. v. Randolph et al.* United States District Court, Eastern District of California, Sacramento, Case No. 2:23-cv-01154-JAM-JDP.

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

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

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

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

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

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

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

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

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

*East Yard Communities for Environmental Justice, et al. v. South Coast Air Quality Management District*, et al. U.S. District Court, Central District of California, Los Angeles, Case 2:23-cv-06682.

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

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

*Friends of Oceano Dunes, Inc. v. California Air Resources Board, et al.* (San Luis Obispo County Superior Court, Case No. 17CV-0576) and *Friends of Oceano Dunes, Inc. v. California Air Resources Board, et al.*, U.S. District Court for the Central District of California, Case No. 2:17-cv-0-8733.

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

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

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

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

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

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

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

*State of California v. Andrew Wheeler, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 20-1167.

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

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

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

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

*State of California, et al. v. United States Environmental Protection Agency*, United States Court of Appeals, District of Columbia Circuit, Case No. 23-1020.

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

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

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

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

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

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

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

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

*State of Wyoming, et al. v. United States Department of the Interior, et al.*, U.S. District Court, District of Wyoming, Case No. 16-CV-285-SWS; United States Court of Appeals, Tenth Circuit, Case No. 2:16-cv-00285-SWS.

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

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

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

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

*Western States Petroleum Association v. California Air Resources Board*, Fresno County Superior Court, Case No. 23CECG02976.

*Western States Trucking Association, Inc. v. California Air Resources Board*, Fresno County Superior Court, Case No. 23CECG02964.

*Western States Trucking Association, Inc., et al. v. United States Environmental Protection Agency, et al.*, United States Court of Appeals, District of Columbia Circuit, Case No. 23-1148.

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

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

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

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

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

## Other Information

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[View Submitted Comments](#)

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

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

### **Special Accommodation Request**

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### **Acomodación Especial**

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- Documentos disponibles en un formato alterno u otro idioma;
- Una acomodación razonable relacionados con una incapacidad.

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



**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 20, 2023

Re: Adopt Proposed Board and Committee Meeting Schedule for Calendar Year 2024

RECOMMENDED ACTION

Recommend the Board of Directors adopt the Proposed Board and Committee Meeting Schedule for the Calendar Year 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval is the Proposed Draft 2024 Meeting Schedule for the Board of Directors and Standing Committees.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Vanessa Johnson

Reviewed by: Philip M. Fine

ATTACHMENTS:

1. Calendar Year 2024 Proposed Board Meeting Schedule

<b>CALENDAR YEAR 2024 BOARD OF DIRECTORS MEETING SCHEDULE</b>		
<b>MONTH</b>	<b>DATE</b>	<b>TIME</b>
January	January 31	10:00 a.m. <b>(Special Meeting – Board of Directors Retreat)</b>
February	February 7	10:00 a.m.
March	March 6	10:00 a.m.
April	April 3	10:00 a.m.
May	May 1	9:00 a.m. <b>(Special Meeting -1<sup>st</sup> Public Hearing to Receive Testimony on FYE 2025 Proposed Budget)</b>
		10:00 a.m. <b>Board of Directors Meeting</b>
June	June 5	10:00 a.m. <b>(2<sup>nd</sup> Public Hearing and Adoption of FYE 2025 Fee Regulation Amendments and Proposed Budget)</b>
July	July 10	10:00 a.m.
<b>AUGUST</b>	<b>DARK</b>	<b>DARK</b>
September	September 4	10:00 a.m.
October	October 2	10:00 a.m.
November	November 6	10:00 a.m.
December	December 4	10:00 a.m.

<b>BOARD OF DIRECTORS</b>
Time - 10:00 a.m.* <i>Occurs 1<sup>st</sup> Wednesday of the Month (Exceptions specified in bold below)</i>
<b>January 31</b> <i>(Board Retreat)</i>
February 7
March 6
April 3
<b>May 1 - 9 a.m.</b> <i>(*note meeting title) 1<sup>st</sup> Public Hearing to receive testimony on FYE 2025 Proposed Budget</i>
<b>10 a.m. Board of Directors Meeting</b>

<b>COMMITTEES</b>				
<b>Stationary Source</b>	<b>Community, Equity Health &amp; Justice</b>	<b>Finance &amp; Administration</b>	<b>Policy, Grants &amp; Technology</b>	<b>Advisory Council</b>
Time – 10:00 a.m. <i>Occurs 2<sup>nd</sup> Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 1:00 p.m. <i>Occurs 2<sup>nd</sup> Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 10:00 a.m. <i>Occurs 3<sup>rd</sup> Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 1:00 p.m.* <i>Occurs 3<sup>rd</sup> Wednesday of the Month (Exceptions specified in bold below)</i>	<i>At the Call of the Chair</i>
Not being held	Not being held	Not being held	Not being held	
February 14	February 14	February 21	February 21	
March 13	March 13	March 20	March 20	
April 10	April 10	April 17	April 17	
May 8	May 8	May 15	May 15	

<b>BOARD OF DIRECTORS</b>	<b>COMMITTEES</b>				
	<b>Stationary Source</b>	<b>Community, Equity Health &amp; Justice</b>	<b>Finance &amp; Administration</b>	<b>Policy, Grants &amp; Technology</b>	<b>Advisory Council</b>
June 5 <i>2<sup>nd</sup> Public Hearing and Adoption of FYE 2025 Proposed Regulation Amendments and Proposed Budget</i>	June 12	June 12	<b>June 26</b> <i>Delayed due to Juneteenth Holiday</i>	<i>Not being held due to Juneteenth Holiday and room unavailability on June 26 in the afternoon.</i>	
<b>July 10</b> <i>Delayed due to the Fourth of July Holiday</i>	<b>July 17</b> <i>Delayed due to Fourth of July Holiday</i>	<b>July 17</b> <i>Delayed due to Fourth of July Holiday</i>	<i>Not being held due to room unavailability on July 24</i>	<b>July 24 –10 a.m.*</b> <i>(*note time change due to room unavailability in the afternoon).</i>	
September 4	September 11	September 11	September 18	September 18	
October 2	October 9	October 9	October 16	October 16	
November 6	November 13	November 13	November 20	November 20	
December 4	December 11	December 11	December 18	December 18	

**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 20, 2023

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

**RECOMMENDED ACTION**

Recommend the Board authorize the Executive Officer/APCO to execute the following contracts:

- 1) Amendment No. 5 to the Master Services Agreement (MSA) with West Oakland Environmental Indicators Project (WOEIP) requests a contract amount increase of \$127,000, not to exceed amount from \$300,000 to \$427,000. The contract end date of December 31, 2024, will not change;
- 2) Amendment No. 4 to the Professional Services Contract (PSC) with Beth Altshuler Muñoz (BAM) Consulting, Inc. requests a contract amount increase of \$89,000, not to exceed amount from \$168,410 to \$257,410. The contract end date of December 31, 2024, will not change;
- 3) Amendment No. 5 to the Professional Services Contract (PSC) with RBA Creative, LLC requests a contract amount increase of \$92,500, not to exceed amount from \$325,000 to \$417,000. The contract end date of December 31, 2024, will not change.

**BACKGROUND**

Due to its emissions profile and proximity to sensitive receptors, the California Air Resources Board (CARB) selected West Oakland to be among the first designated Assembly Bill 617 (AB 617) communities in the State of California. WOEIP is the established community partner and the West Oakland AB 617 Co-Lead with the Air District. WOEIP, in its role as a Co-Lead with the Air District, convened a Steering Committee to provide authentic community-based guidance to the AB 617 process in West Oakland.

Given the extensive historical air monitoring data collected by West Oakland, the Steering Committee elected to move forward with a Community Emissions Reduction Plan (CERP). In partnership with the Air District, WOEIP and the West Oakland AB 617 Steering Committee identified over eighty emission reduction strategies. The West Oakland CERP, also known as the

Community Action Plan (Plan), was adopted by the District's and CARB's respective governing bodies in 2019. The AB 617 implementation timeline spans five years and the Air District and WOEIP are in the fourth year of implementation.

To support the implementation of the West Oakland Community Action Plan (WOCAP), WOEIP is the Co-Lead partner with the Air District, and works collaboratively to guide the overall process and structure, provides oversight and guidance to the Steering Committee and Implementation Teams, while also performing outreach to the greater West Oakland community regarding emissions reduction strategies. In addition, the Air District released a Request for Qualifications in 2019 (RFQ# 2019-011) to seek consultants to provide facilitation and policy support for the Co-Leads (WOEIP and Air District) and Community Steering Committee and sub-committees. RBA Creative, LLC was the finalist selected through the process to provide facilitation support. Beth Altshuler Muñoz Consulting, Inc was also selected to provide policy implementation support. The Air District has contracted with RBA for five years and with BAM for three years to work closely with the WOEIP and the Air District on supporting the Community Steering Committee and implementation of the emissions reduction strategies in the Plan. RBA Creative, LLC was also selected by Community Advisory Council (CAC) members in the past year to provide neutral facilitation support to the CAC meetings.

## DISCUSSION

### **West Oakland Environmental Indicators Project (WOEIP)**

Amendment No. 5 to the MSA allows the Air District and WOEIP to continue the partnership into the next year of implementation. The existing contract was initially executed in 2020 and provided \$100,000 in funds to WOEIP for year one of the implementation phase of the project. In November 2021, the Air District's Board of Directors approved Amendment No. 2 to the MSA, which increased the total not to exceed the amount to \$200,000 and extended the term for one additional year to support the Co-Leads partnership and to provide Community Steering Committee and outreach support for the AB 617 West Oakland Community Action Plan implementation. Amendment No. 3 to the MSA was executed in February 2023 to extend the term of the MSA at no cost. Amendment No. 4 to the MSA was executed on April 5, 2023, to extend the term to December 31, 2024, and increase the total not to exceed \$300,000. Amendment No. 5 to the MSA, increases the contract by \$127,000 and not to exceed the total amount of \$427,000 and does not extend the term of the MSA.

#### **Amendment No. 5 will allow WOEIP to continue work on implementation, including:**

- Work with the Air District to create agendas and define necessary content for Steering Committee and Implementation Teams as these bodies assess, advocate for, and implement strategies.
- Devise and present trainings, leadership development, technical education and other information sharing programs to support informed deliberation and decision-making by the Steering Committee.
- Support implementation of emission reduction strategies by expanding community outreach and engagement and by enlisting advocacy and political support.

- Consult with frontline communities overburdened by air pollution on issues related to partnering with the Air District.
- Assess and mentor Bay Area region-wide leaders from existing and developing AB 617 communities.
- Engage with State elected officials regarding AB 617 funds and requirements.

The Air District and WOEIP have been partnering on community-centered air quality research in West Oakland for many years, starting well before the passage of AB 617. For example, we partnered with WOEIP during the development of the Port of Oakland’s first clean air plan. When AB 617 was passed, it was logical and most efficient to continue that partnership through a co-leadership model in developing the West Oakland Community Action Plan. This set the standard of community co-leadership of AB 617 processes that has subsequently been adopted statewide. In the judgment of agency staff, there was no other organization in West Oakland with the community relationships and capacity to serve as co-lead on developing the community emissions reduction plan. The initial contract with WOEIP provided the organization with the staffing resources they needed to do this work. This contract has evolved over time to become more flexible and to incorporate community leadership into the implementation of the action plan developed by the community and the Air District.

**RBA Creative, LLC and Beth Altshuler Muñoz Consulting**

Amendment No. 5 to the PSC with RBA Creative, LLC and Amendment No. 4 to the PSC with Beth Altshuler Muñoz Consulting, Inc. allow for continued services provided by these consultant firms (Beth Altshuler Muñoz Consulting – PSC 2020.235 & RBA Creative, LLC – PSC 2020.241) through year five of the policy implementation phase of the Community Action Plan. The consultants were integrated after year two of implementation, during a time of transition for the West Oakland CERP. They have built trust with the Co-Leads and are integral to supporting CERP implementation in West Oakland. During this critical time, the Co-Leads, Steering Committee members and Implementation Teams will work with stakeholders to realize and achieve selected emission reduction strategies. To this end, the West Oakland AB 617 process requires trusting relationships and strong expertise in neutral facilitation, meeting logistics and policy expertise support.

The amendment to the contract with RBA Creative, LLC includes an additional \$92,500, not to exceed the total amount of \$417,500 for the consultant to provide the following support:

- Meeting facilitation support for the Co-Lead, Steering Committee, Town Halls and Community Advisory Council meetings
- Technical and logistics support during virtual and in-person meetings
- Working with WOEIP on community outreach and recruitment
- Stipend administration to community members

The amendment to the contract with Beth Altshuler Muñoz Consulting includes an additional \$89,000, not to exceed the total amount of \$257,410 for the consultant to provide the following support:

- Preparation and facilitation for In the Weeds and Implementation Meetings
- Implementation strategy research
- Participation in Co-Leads and Steering Committee meetings

In 2024, the WOCAP AB 617 project will reach year five of implementation phase, executing the proposed amendments to the MSA with WOEIP and the Professional Services Contracts with Beth Altshuler Muñoz Consulting (BAM), Inc. and RBA Creative, LLC ensures continuous support for implementation of the West Oakland Plan without disruption.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contracts increase includes: WOEIP \$127,000, BAM \$89,000, RBA \$92,500 as part of the Fiscal Year End 2024 budget for the AB 617 Program and funded by AB 617 Community Air Protection Program (CAPP) Implementation Funds.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Diana Ruiz  
Reviewed by: Suma Peesapati

#### ATTACHMENTS:

1. Original Executed Master Services Contract No. 2020.184 - West Oakland Environmental Indicators Project
2. Draft Contract No. 2020.184 - Amendment 5 - West Oakland Environmental Indicators Project
3. Draft Contract No. 2020.184 - Task Order 5 Amendment 1 - West Oakland Environmental Indicators Project
4. Original Executed Contract No. 2021.197 - Beth Altshuler Munoz Consulting, Inc.
5. Draft Contract No. 2021.197 - Amendment 4 - Beth Altshuler Munoz Consulting, Inc.
6. Original Executed Contract No. 2021.198 - RBA Creative, LLC
7. Draft Contract No. 2021.198 - Amendment 5 - RBA Creative, LLC



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2020.184**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **West Oakland Environmental Indicators Project** (“CONTRACTOR”) whose address is 349 Mandela Parkway, Oakland, CA 94607.
  
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
  
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.

5. TERM – The term of this Contract is from the date of execution of the Contract by the parties to July 31, 2021, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$100,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: West Oakland Environmental Indicators Project  
349 Mandela Parkway  
Oakland, CA 94607  
Attn: Brian Beveridge

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

- C. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

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

18. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not

Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

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

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

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

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

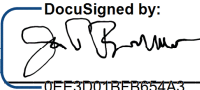
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.



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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

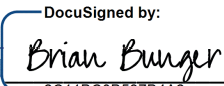
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Jack P. Broadbent  
Executive Officer/APCO

By:   
\_\_\_\_\_  
Brian Beveridge  
Co-Director

Date: 9/1/2020  
\_\_\_\_\_

Date: 8/28/2020  
\_\_\_\_\_

Approved as to form:  
District Counsel

By:   
\_\_\_\_\_  
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Brian C. Bunger  
District Counsel

9/1/2020

## Attachment A General Description of Services

DISTRICT partnered with CONTRACTOR and a community-based Steering Committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP for West Oakland identified over 80 strategies to be implemented over the next several years. In the implementation phase of the CERP, CONTRACTOR and multiple stakeholders will form a new West Oakland CERP Steering Committee that will meet quarterly, as well as form a new leadership committee that will meet monthly, to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in West Oakland. Consistent with Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), CONTRACTOR and DISTRICT will continue to partner with each other to support the implementation phase of the CERP. In addition, DISTRICT seeks to build a region-wide Environmental Justice Coalition of community-based organizations. Upon DISTRICT's request, CONTRACTOR shall assist the DISTRICT in building the Environmental Justice Coalition to further develop AB 617 community-led emissions reduction plans.

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

### A. CERP

1. Work with DISTRICT to create agendas and define necessary content for the West Oakland CERP Steering Committee and its subcommittees to assess, advocate for, and implement strategies.
2. Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the West Oakland CERP Steering Committee.
3. Create and manage the West Oakland CERP Steering Committee's relationships with other agencies, i.e. City of Oakland, Port of Oakland, County of Alameda, Alameda County Health Department, CalTrans, EBMUD, local and regional business interests.
4. Co-chair West Oakland CERP Steering Committee meetings and support its subcommittees' work.
5. Communicate process documentation to community members.
6. Create and manage website and social media communications.
7. Work with facilitation and logistics contractors, designers, graphics and media artists, technologists and others to craft messaging and information materials.
8. Support West Oakland CERP Steering Committee members with leadership development and technical education.
9. Expand community outreach for education, engagement and political support of implementation strategies.

### B. Environmental Justice Coalition

1. Consult with DISTRICT on issues related to community perspective on engagement issues.
2. Consult with emission impacted communities on issues related to partnering with DISTRICT and working with researchers (regulatory, academic, and private industry).
3. Provide training to agencies and communities regarding collaborative process, data gathering, data translation, visualization, and communication.
4. Mentor community steering committee members.
5. Develop and guide a Bay Area regional Clean Air Action Plan (CAAP) collaborative or advocacy initiative.

**AMENDMENT NO. 5 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2020.184**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, November 27, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **West Oakland Environmental Indicators Project** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to support the implementation phase of the Community Emissions Reduction Plan and efforts in building the Environmental Justice Coalition to further develop Assembly Bill 617 community-led emissions reduction plans (the “Contract”), which Contract was executed on behalf of CONTRACTOR on August 28, 2020 and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 30, 2021, for reference purposes only, to amend the term of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated November 10, 2021, for reference purposes only, to amend the term, total maximum cost, and General Description of Services of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 7, 2022, for reference purposes only, to extend the term of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated March 10, 2023, for reference purposes only, to amend the term, total cost, General Description of Services, and DISTRICT contact of the Contract.
6. The PARTIES seek to amend the total cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new term end date.
7. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

- 1 By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$300,000" with "\$427,000."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

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

By: \_\_\_\_\_  
Brian Beveridge  
Co-Director

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

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

Approved as to form:  
District Counsel

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

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**TASK ORDER NO. 5, CONTRACT NO. 2022.184**

This amendment to the above-entitled contract (“Task Order Amendment”) is dated, for reference purposes only, November 27, 2023, and consists of 9 pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **West Oakland Environmental Indicators Project** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into a master services contract to support DISTRICT with AB 617 development and implementation of a community-led emissions reduction plan in West Oakland, California (the “Contract”), which Contract was executed on behalf of CONTRACTOR on April 28, 2020, and on behalf of DISTRICT on September 1, 2020.
2. Pursuant to Sections 9 and 10 of the Contract, DISTRICT ordered services from CONTRACTOR by Task Order No. 5, which was executed on behalf of CONTRACTOR on May 30, 2023, and on behalf of DISTRICT on June 15, 2023. Pursuant to Section 10, Task Order No. 5 became part of, and was incorporated into, the Contract.
3. The PARTIES seek to amend the work plan and total cost of Task Order No. 5 executed under the Contract because DISTRICT seeks to update the services received from CONTRACTOR and CONTRACTOR desires to provide those updated services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend Task Order No. 5 as follows:

**TERMS AND CONDITIONS OF TASK ORDER AMENDMENT:**

1. By this Task Order Amendment, DISTRICT and CONTRACTOR replace Task Order No. 5 with the attached Task Order No. 5-A, and agree that all references in the Contract to “Task Order No. 5” shall be deemed to refer to “Task Order No. 5-A.”
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECTOR

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

By: \_\_\_\_\_  
Brian Beveridge  
Co-Director

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

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

Approved as to form:  
District Counsel

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

DRAFT

## Task Order No. 5-A

### **IMPLEMENTATION OF THE WEST OAKLAND COMMUNITY EMISSIONS REDUCTION PLAN (CERP) – In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

#### **Task 1: Participation at Co-Leads Meetings (up to 26 meetings per year)**

##### **Task 1.1: Co-leads Participation**

CONTRACTOR will participate as a Co-Lead of the West Oakland Community Emissions Reduction Plan (CERP) Steering Committee alongside DISTRICT for the West Oakland CERP implementation. CONTRACTOR will attend bi-weekly Co-Leads meetings and will play an active role in discussions aimed towards advancing the implementation of emissions reduction strategies in West Oakland. CONTRACTOR will work with DISTRICT and third-party contractors to develop the agendas for Co-Leads meetings and will review associated documents. CONTRACTOR will also work with DISTRICT and third-party contractors to produce presentations and materials for the Steering Committee meetings. CONTRACTOR will facilitate Co-leads meetings only when the DISTRICT's third-party contractor is not available. Co-Leads meetings will be 1.5 to 2 hours in length and will occur in-person or via videoconference.

##### *Deliverables:*

1. Attendance and participation at up to twenty-six (26) Co-leads meeting to provide expertise on implementation of WOCAP emissions reduction strategies and community engagement in West Oakland, implementation planning, and document review.
2. Facilitation for Co-Leads meetings, if third-party contractor is not available and as needed after joint determination between DISTRICT and CONTRACTOR.

##### **Task 1.2: In-the-Weeds (“Weeds”) Meetings**

CONTRACTOR will participate in bi-weekly Weeds meetings (up to 26 meetings a year) to discuss coordination for Co-Leads meetings, Steering Committee meetings and implementation topics.

##### *Deliverables:*

1. Attendance and participation at Weeds Meetings (up to 26 meetings a year).
2. Contribution to draft Co-leads agendas, co-created with DISTRICT and third-party contractor.
3. Written agreement on final Co-leads agendas.
4. Contribution to up to 10 draft Steering Committee meeting agendas, presentations, and other meeting materials.
5. Attendance, guidance and participation on emission reduction strategy implementation.

#### **Task 2: Convene and Host Steering Committee Meetings (up to 10 meetings per year)**

CONTRACTOR will work with facilitator consultant to convene Steering Committee meetings for CERP stakeholders, including securing a venue that is ADA accessible and accessible by public-transit or virtual weblink for meetings, send email to Steering Committee members, perform outreach, and, as needed after joint determination between DISTRICT and CONTRACTOR, develop and provide in meeting trainings, develop meeting flow design, arrange for presentations, facilitate discussion and document the Steering Committee process. In-person Steering Committee meetings will be held at the West Oakland Senior Center or another secured venue, or remotely through videoconference platforms (Zoom, Google Meet, etc.) when necessary. Meetings will be held for a minimum of 1 hour but can last up to 3 hours. CONTRACTOR trainings will occur at Steering Committee meetings and will also be made available via videoconference when necessary. CONTRACTOR, with assistance from RBA Creative, LLC (RBA), the facilitation/logistics third-party contractor, will provide meals for stakeholders at in-person Steering Committee meetings, at a cost of up to \$600 per meeting. CONTRACTOR's leadership development and facilitation trainings may take up to 4 hours to develop and may take up to 2 hours to deliver to all Steering Committee meeting attendees.

*Deliverables:* For up to 10 Steering Committee meetings:

1. Steering Committee meeting email announcement to be sent to Steering Committee and interested parties at least 48 hours in advance of the Steering Committee meeting.
2. Steering Committee meeting participation
3. Meeting presentations, and guidance to the emission reduction strategy implementation updates and planning, drafts of meeting materials reviewed and finalized six days before the meeting (or other deadline provided by DISTRICT).
4. Secure an accessible meeting venue and provide dinner (in-person meetings), and training programs (as needed).
5. Facilitation to be provided only if third-party contractor is not available.
6. Public Community Workshop/Town Hall.
7. Publication plan and workshop announcements.
8. Copies of workshop agenda, materials and presentations.

**Task 3: Support and Oversee CERP Steering Committee with Training and Mentoring Meetings (up to 8 meetings per month)**

With support from the consultant RBA, CONTRACTOR will provide leadership and facilitation training for the Steering Committee members. CONTRACTOR will guide the Steering Committee as they transition toward a leadership role during the emissions strategy implementation phase of the CERP. During the meetings, CONTRACTOR will oversee the discussion, collaborate with the Co-Chairs as they move through the agenda and prepare action items for Steering Committee presentations. CONTRACTOR will assist with identifying meeting objectives and determining emission strategy prioritization. CONTRACTOR will also guide and assist Steering Committee members and/or ad hoc committee members in developing policies, protocols or information to aid the Steering Committee in prioritizing Strategies, or overseeing Strategy implementation. CONTRACTOR will assist the Steering Committee in developing effective strategies to engage lead agencies (including, but not limited to Port of Oakland, CalTrans, MTC,



OakDOT, Alameda County Public Health, City of Oakland, EBMUD) that will be instrumental partners toward implementation of prioritized strategies. CONTRACTOR trainings will occur at Steering Committee, ad hoc and other meetings as requested by the Steering Committee and will also be made available via videoconference when necessary. CONTRACTOR trainings may take up to 4 hours to develop and may take up to 2 hours to deliver to all Steering Committee meeting attendees.

*Deliverables:*

1. Leadership and facilitation training of the Steering Committee and members, meeting attendance, guidance of the implementation strategy prioritization, assistance with agency engagement.
2. Final Agenda for training.
3. Presentations, slide decks, and any other materials for training.

**REGIONAL AND STATEWIDE ENVIRONMENTAL JUSTICE CONSULTATION – In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

**Task 4: Support Regional Environmental Justice Initiatives, AB 617 Steering Committee Assessment, Training and Development**

In consultation with DISTRICT, CONTRACTOR will develop in-house training for best practices and consultation for DISTRICT staff for working with community members and groups. Incorporating multi-community feedback, CONTRACTOR will assess the development of community coalitions, provide advice to the DISTRICT on how to address regional issues related to Environmental Justice issues and AB 617 implementation such as community selection, permitting, emissions reductions, and enforcement issues. CONTRACTOR will also provide consultation and training for DISTRICT and community groups on similar topics, as requested by DISTRICT. CONTRACTOR will also collaborate and provide mutual support in grant/ co-funding opportunities.

*Deliverables:*

1. Attendance and participation at working group meetings for developing AB 617 program and selecting communities.
2. Attendance at organizational partner and DISTRICT meetings, to provide trainings and assessments of the community driven processes, as requested by the DISTRICT.
3. Regional and Community Steering Committee presentations, as requested by DISTRICT.

**Task 5: Statewide Efforts**

CONTRACTOR will assist with making changes in the statewide AB 617 program to allow for authentic community decision-making and for more consistent approaches across air districts, such as revisions to the AB 617 program guidelines and strategies that equitably and adequately fund all designated communities. CONTRACTOR will work with community groups across the State, and on occasion, communicate with the California Air Resources Board and

elected representatives in Sacramento. CONTRACTOR will provide DISTRICT with jobs and outreach data reporting for AB 617 funding as required by CARB.

*Deliverables:*

1. Attendance and participation at meetings, and as needed, compose and send written communication with Statewide environmental justice community groups, CARB staff, Statewide AB 617 stakeholders, State legislative representatives and DISTRICT legislative liaisons on topics, including, but not limited to, development of funding strategies and AB 617 program adjustments.
2. Meetings with DISTRICT staff to provide progress updates, as requested by DISTRICT.
3. Jobs and outreach data reporting for AB 617.

**Schedule Adherence**

Due to the time-sensitive nature of deliverables related to Steering Committee meetings, CONTRACTOR shall adhere to the timeline for deliverables where specified throughout the scope; refinement of deliverable timelines may occur throughout project duration as directed by the DISTRICT.

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order No. 5 shall be Brian Beveridge at [bbeveridge@woeip.org](mailto:bbeveridge@woeip.org). If the Task Order Contact changes, the CONTRACTOR will inform the DISTRICT contact of this change in an email.

CONTRACTOR will have a main point of contact with the DISTRICT for Task Order #5 CERP-related tasks, for which all of CONTRACTOR'S email and verbal communication with the DISTRICT will include Alicia Parker ([aparker@baaqmd.gov](mailto:aparker@baaqmd.gov)), unless specified elsewhere in this contract; and for community engagement and contract-related issues, Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the DISTRICT point of contacts changes, the DISTRICT will inform the CONTRACTOR contact of this change via email. The DISTRICT point of contact is also the DISTRICT Project Manager for the Planning Division. Any change in this designation will be communicated by the DISTRICT via email.

DISTRICT's contract contact person under this Task Order shall be Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the Task Order Contact changes, the DISTRICT will inform the CONTRACTOR of this change in an email.

**Task Order Cost:** DISTRICT will pay CONTRACTOR on a time and materials basis at the hourly rates listed in the table below, up to the Task Order No. 5 maximum amount of \$227,000. Expenses will be billed at the actual costs they are incurred. CONTRACTOR shall provide receipts for all expenses. CONTRACTOR will submit invoices for payment and will include the number of hours of work performed by Task, dates that correspond to each Task, brief description of each Task, and hourly rates. CONTRACTOR shall submit invoices within 30 days of work the performed. Payment will be made within thirty (30) calendar days after receipt and approval of CONTRACTOR's invoice.

**Labor Cost Schedule**

Staff	Category	Hourly Rate through December 31, 2023	Hourly Rate January 1 2024 – December 31 2024
Brian Beveridge	Co-Director	\$135.00	141.00
Ms. Margaret Gordon	Co-Director	\$135.00	141.00
Nicole Merino Tsui	Project Manager	\$85.00	89.00
Jess Sand	Communications Manager	\$85.00	89.00
TBD	Assoc Dir Finance & Ops	\$85.00	89.00
Meet Panchal	Community Engagement Lead	\$75.00	78.00

Following execution of Amendment 1 to Task Order No. 5, DISTRICT shall pay CONTRACTOR up to \$127,000 in accordance with Attachment B, Amendment 1 to Task Order 5 Budget. Budget funds in Attachment B may be reallocated between tasks after the 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 Task Order not to exceed being exceeded.

**Task Order Duration:** All Tasks shall be completed by December 31, 2024.

**Total cost of Task Order not to exceed \$227,000.**

**ATTACHMENT B**

**AMENDMENT 1 TO TASK ORDER NO. 5 BUDGET**

**Expenses**

<b>Task Number</b>	<b>Description</b>	<b>Average Cost per meeting/month</b>	<b>Not to Exceed</b>
Task 2: Convene and Host Steering Committee Meetings	Meals for stakeholder meetings	Up to \$600 per meeting for up to 10 meetings per year	\$6,000 *

**\*this is included in the overall total contract amount of \$127,000**

**Labor Not to Exceed**

<b>Task</b>	<b>Description</b>	<b>Not to Exceed</b>
Task 1.1 Co-leads Participation	Up to twenty-six (26) Co-leads meetings	\$29,500
Task 1.2: In-the-Weeds (“Weeds”) Meetings	Up to twenty-six (26) Co-leads meetings per year	\$29,500
Task 2: Convene and Host Steering Committee Meetings	Up to 10 meetings per year	\$24,600
Task 3: Support and Oversee CERP Steering Committee with Training and Mentoring Meetings	up to 8 meetings per month (year?)	\$15,900
Task 4: Support Regional Environmental Justice Initiatives, AB 617 Steering Committee Assessment, Training and Development	Attendance at meetings as needed	\$10,750
Task 5: Statewide Efforts	Attendance at meetings as needed	\$10,750

<b>Task</b>	<b>Description</b>	<b>Not to Exceed</b>
	<b>Labor Budget Total</b>	<b>\$121,000</b>
	<b>Task 2 Meal Not to Exceed Budget</b>	<b>\$6,000</b>
	<b>Task Order Not to Exceed Total</b>	<b>\$127,000</b>

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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.197**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Beth Altshuler Muñoz** (“CONTRACTOR”) whose address is 712 Mandana Blvd., Oakland, CA 94610.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph A-E above.
  
4. TERM – The term of this Contract is from December 1, 2021 to November 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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



- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
  - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$83,410.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$83,410. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Beth Altshuler Muñoz  
712 Mandana Blvd.  
Oakland, CA 94610  
Attn: Beth Altshuler Muñoz

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

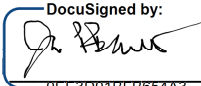
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right,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


- 26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
  
- 27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

BETH ALTSHULER MUÑOZ


By:   
0EE3D01BF8B54A3...  
 Jack P. Broadbent  
 Executive Officer/APCO

By:   
 Beth Altshuler Muñoz  
 Sole Proprietor

Date: 11/30/2021

Date: November 10, 2021

Approved as to form:  
District Counsel

By:   
130A910F987E4D3...  
 Adan Schwartz  
 Acting District Counsel

## ATTACHMENT A

### SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well as four subcommittees that meets monthly to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board. Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR has provided and shall continue to provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

#### **Task 1: Project Initiation and Management**

##### **1.1 Project Administration and Planning**

CONTRACTOR shall provide project management and general coordination support to the project team comprising of DISTRICT, WOEIP, and other DISTRICT third-party consultant(s). Tasks include coordinating and/or developing correspondences, invoices, scopes, budgets, schedules, workflows, decision making roles, and team communication tools.

##### *Deliverables:*

1. Coordination meeting attendance with Air District staff, WOEIP and other project consultant(s).
2. Composing written correspondence drafts for the community partner (WOEIP).
3. Monthly budget reports that record the number of hours worked and resources remaining in the contract.
4. Monthly invoices and work status updates.

##### **1.2 Co-Leads Meetings**

DISTRICT will host calls with the Co-Leads (DISTRICT & WOEIP) every other week. CONTRACTOR will attend and participate in these calls and do the necessary preparation and follow-up to maximize each meeting's productivity and flow. CONTRACTOR shall contribute to/review agendas, follow-up action items and notes, and meeting materials for these calls. DISTRICT will inform CONTRACTOR in advance if their attendance is not required at specific meetings. Upon DISTRICT's request, CONTRACTOR shall also attend and participate in DISTRICT's special topics meetings.

*Deliverables:*

1. Meeting attendance.
2. Prepare presentations for Co-Lead agenda items that include Implementation Team content.
3. Record follow-up action items and disseminate meeting materials.

**Task 2: Steering Committee**

**2.1 Steering Committee Meetings**

CONTRACTOR shall attend and participate in monthly two-hour Steering Committee meetings to report on strategy implementation process and provide updates from the subcommittee and co-chair meetings.

*Deliverables:*

1. Participation in monthly Steering Committee meetings (budget assumes ten, two-hour meetings).

**2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings**

Upon DISTRICT's or WOEIP's request, CONTRACTOR shall play an active role in Steering Committee meetings and will create or contribute to meeting agendas, materials, activities, and presentation slides. CONTRACTOR shall also provide meeting facilitation and other meeting preparation and follow-up as needed.

*Deliverables:*

1. Develop Power Point slide decks for Implementation Team presentations at Steering Committee meetings.
2. Assist with the creation of agenda items.
3. Facilitate portions of the Steering Committee agenda.
4. Distribute notes and feedback to the Co-Leads and Steering Committee members.

**Task 3: West Oakland Community Action Plan (WOCAP) Implementation**

**3.1 Implementation Teams and Ad Hoc Workgroup Meetings**

CONTRACTOR shall work closely with subcommittee co-chairs, WOEIP, and DISTRICT to design, plan, and host WOCAP implementation team (implementation team) and/or Ad Hoc Workgroup meetings. The District shall determine the number, duration, and frequency of meetings during the project. Implementation teams and Ad Hoc workgroups will meet quarterly or more frequently as determined by project momentum and support from the Steering Committee. This task includes supporting the implementation team and Ad Hoc Workgroup leads in creating meeting agendas, slides, and other materials as well as facilitating meetings and providing summary notes and follow-up support. CONTRACTOR will share scheduling and correspondence responsibilities with WOEIP, and the implementation team and Ad Hoc Workgroup leads depending on the level of logistical support requested.

*Deliverables:*

1. Develop meeting materials.
2. Compose and send announcements and other email correspondence to implementation team and Ad Hoc Workgroup participants.

3. Facilitate and provide follow-up support for implementation team and/or Ad Hoc Workgroup meetings.

### **3.2 Strategy Implementation Support and Reporting**

Based on feedback from DISTRICT staff, WOEIP, the Steering Committee and implementation team members, CONTRACTOR shall research implementation strategies, communicate and collaborate with partner implementing agencies to take action, summarize and relay information back to DISTRICT, subcommittee and Steering Committee members, and provide policy and data analysis support as needed. This work will inform agenda creation and discussion at implementation team and steering committee meetings. Upon DISTRICT's request, CONTRACTOR will also provide support to DISTRICT staff and WOEIP on their annual reports in the fall of 2022. Support will include development of Power Point slides for CARB and Air District Board meetings, contributing to the creation of report materials that focus on implementation teams and policy related topics. CONTRACTOR will also prepare WOEIP, community members and partner agency staff to present on annual progress.

#### *Deliverables:*

1. Written summary of research findings.
2. Development of presentation materials.
3. Host preparation meetings with community partners, WOEIP and partner agency staff prior to Board and/or Committee presentations.
4. Meeting monthly with partner agency leadership and staff.

### **Task 4: Community-Wide Engagement**

#### **4.1 Expand Community Participation in WOCAP**

Upon DISTRICT's request, CONTRACTOR shall provide support to DISTRICT's third-party consultants in the form of reviewing materials, sharing information, and/or brainstorming engagement strategies. This task may also include supporting a virtual public town hall by providing input into workshop strategy and design, supporting materials creation, facilitating all or part of the workshop. This task could also include supporting the development of outreach/recruitment strategies and the creation of implementation team focused content for the virtual town hall.

#### *Deliverables:*

1. Support the public community workshop/town hall effort by providing input into workshop strategy and design, supporting materials creation, facilitation of all or part of the meeting, and other tasks as needed.



**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete the tasks outlined in the Scope of Work, up to a maximum amount of \$83,410. DISTRICT will compensate CONTRACTOR for time spent completing the tasks at an hourly rate of \$190.00 per hour. Any expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance and shall be billed to the DISTRICT at the actual costs they are incurred. CONTRACTOR will submit monthly invoices for the number of hours worked and expenses incurred in the previous month. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Total cost of Contract no to exceed \$83,410.**

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.197**

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

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Beth Altshuler Munoz Consulting, Inc. A Benefit Corporation** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to provide logistics and facilitation support for the implementation phase of Community Emissions Reduction Plan (CERP) (the “Contract”), which Contract was executed on behalf of CONTRACTOR on November 10, 2021, and on behalf of DISTRICT on November 30, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 13, 2022, for reference purposes only, to amend the Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated November 9, 2022, for reference purposes only, to extend the term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated March 10, 2023, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule, and DISTRICT point of contact of the Contract.
5. The PARTIES seek to amend the total cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks to update the services received from CONTRACTOR prescribed in the Contract, and CONTRACTOR desires to continue to provide those updated services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$168,410” with “\$257,410.”
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$168,410” with “\$257,410.”

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

BETH ALTSHULER MUNOZ CONSULTING,  
INC.,

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

By: \_\_\_\_\_  
Beth Altshuler Muñoz  
President

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

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

Approved as to form:  
District Counsel

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

## ATTACHMENT A-2

### SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community steering committee (Steering Committee or CSC) to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and the DISTRICT (the Co-leads) continue to assist the CSC with implementation of the CERP. The CSC is responsible for tracking implementation actions by various agencies. The CSC receives implementation updates from the Co-leads and responsible agencies such as the California Air Resources Board (CARB), the City of Oakland and the Port of Oakland. The CSC is developing its capacity to help direct the Co-Leads and others on CERP Strategy implementation. CERP Strategies are designed to reduce both air pollution emissions and exposure to air pollution in the community. Many of the CERP strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide project management and policy support to help ensure that action and collaboration between community members, business leaders, and government agencies leads to efficient and effective implementation of CERP strategies and the reduction of air pollution emissions and exposure to air pollution in the community over time.

#### **Task 1: Project Initiation and Management**

##### **1.1 Project Administration and Planning**

CONTRACTOR shall provide project management and general coordination support to the project team comprising of DISTRICT, WOEIP, and other DISTRICT third-party consultant(s). Tasks include coordinating and/or developing correspondences, strategy implementation project scopes, invoices, scopes, budgets, schedules, workflows, decision making roles, and team communication tools.

##### *Deliverables:*

1. Monthly work status updates.

##### **1.2 Co-Leads Meetings**

DISTRICT will host calls with the Co-Leads (DISTRICT & WOEIP & Consultants) every other week. Upon DISTRICT request, CONTRACTOR will attend and participate in these calls and do the necessary preparation and follow-up to maximize each meeting's productivity and flow. CONTRACTOR shall work with DISTRICT staff to develop agenda material for Co-Leads meeting and participate in Co-Leads Meetings (2-3 meetings per month, upon DISTRICT request). DISTRICT will inform CONTRACTOR in advance if their attendance is not required at specific meetings. Upon DISTRICT's request, CONTRACTOR shall also attend and participate in DISTRICT's special topics meetings.

Deliverables:

1. Draft Co-Leads agenda and meeting materials.
2. Follow-up action items materials.

**Task 2: Steering Committee**

**2.1 Steering Committee Meetings**

CONTRACTOR shall attend and participate in monthly two-hour Steering Committee (and Town Hall meetings that take place in-lieu of Steering Committee meetings) meetings to report on strategy implementation process. Upon DISTRICT's or WOEIP's request, CONTRACTOR shall participate in Steering Committee meetings and will contribute to meeting agendas, materials, activities, presentation slides, and other meeting preparation and follow-up as needed.

Deliverables:

1. Participation in monthly Steering Committee meetings (budget assumes ten (10), two-hour meetings).
2. Draft CSC meeting presentation and other materials as assigned by DISTRICT.
3. Final CSC meeting presentation and other materials as assigned by DISTRICT.

**Task 3: West Oakland Community Action Plan (WOCAP) Implementation**

**3.1 In-the-Weeds ("Weeds") Meetings and Strategy Implementation Support and Reporting**

CONTRACTOR will host bi-weekly calls with DISTRICT and WOEIP (**up to 26 meetings a year**) to discuss coordination for Co-leads meetings, Steering Committee meetings and implementation topics. CONTRACTOR will coordinate agendas ahead of the Weeds meeting to align with the draft schedule for the year. CONTRACTOR shall work closely with Steering Committee members, WOEIP, and DISTRICT to implement WOCAP Strategies. This work includes bi-weekly Implementation ("Weeds") Meetings between DISTRICT, WOEIP and CONTRACTOR (up to 26 meetings per year), and, upon DISTRICT request, with Steering Committee members. CONTRACTOR will facilitate and create summary Implementation reports. This task includes supporting team and workgroup leads in creating meeting agendas, slides, and other materials as well as facilitating meetings and providing summary notes and follow-up support.

Based on feedback from DISTRICT staff, WOEIP, and the Steering Committee and implementation team members, CONTRACTOR shall research implementation strategies, communicate and collaborate with partner implementing agencies to take action, summarize and relay information back to DISTRICT, subcommittee and Steering Committee members, and provide policy and data analysis support in consultation with DISTRICT. CONTRACTOR shall disseminate its findings into implementation team and steering committee meetings. This task may also include supporting DISTRICT staff and WOEIP on their annual report in the Fall of 2024.

Deliverables:

1. Facilitation of Weeds Meetings.
2. Agenda materials for Weeds meetings
3. Running Notes for Weeds meetings
4. During Weeds meeting, prepare draft list of upcoming Co-Leads meeting Agenda items with DISTRICT and WOEIP and to be delivered to assigned DISTRICT staff.

5. Prepare draft Agenda for upcoming CSC Meeting(s), created with District and WOEIP in Weeds meeting, delivered to assigned DISTRICT staff.
6. Correspondence, materials, and agendas needed for partner-lead strategy implementation to be delivered to assigned DISTRICT staff.
7. Prepare for (materials), facilitate, and follow up from implementation team and/or ad hoc workgroup meetings, as needed.
8. Written summary of research findings in the form of a slide deck and presentation (specifications to be determined by DISTRICT staff).

### **Schedule Adherence**

Due to the time-sensitive nature of deliverables related to Steering Committee meetings, CONTRACTOR shall adhere to the timeline for deliverables where specified throughout the scope; refinement of deliverable timelines may occur throughout project duration as directed by the DISTRICT.

### **Scope of Work Contact:**

CONTRACTOR's contact person under this Contract shall be Beth Altshuler Munoz at [beth@bamplanning.com](mailto:beth@bamplanning.com). If the Scope of Work contact changes, the CONTRACTOR will inform the DISTRICT contact of this change in an email.

CONTRACTOR will have a main point of contact with the DISTRICT for CERP-related tasks, for which all of CONTRACTOR'S email and verbal communication with the DISTRICT will include Alicia Parker ([aparker@baaqmd.gov](mailto:aparker@baaqmd.gov)), unless specified elsewhere in this contract; and for community engagement and contract-related issues, Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the DISTRICT point of contacts changes, the DISTRICT will inform the CONTRACTOR contact of this change via email. The DISTRICT point of contact is also the DISTRICT Project Manager for the Planning Division. Any change in this designation will be communicated by the DISTRICT via email.

DISTRICT's contracts contact person under this Contract shall be Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the Scope of Work contact changes, the DISTRICT will inform the CONTRACTOR of this change in an email.

**ATTACHMENT B-2**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete the tasks outlined in the Scope of Work, up to a maximum amount of \$257,410. DISTRICT will compensate CONTRACTOR for time spent completing the tasks at an hourly rate of \$210.00 per hour. Following DISTRICT’s written approval, CONTRACTOR may invoice for employee hours not listed in the Cost Schedule at an hourly rate of \$150.00. CONTRACTOR must provide the name and title of the employee who performed work under this Contract. Any expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance and shall be billed to the DISTRICT at the actual costs they are incurred. Within ten (10) days following the end of the each month, CONTRACTOR will submit monthly invoices for the number of hours worked and expenses incurred in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Labor Cost Schedule**

<b>Staff</b>	<b>Category</b>	<b>Hourly Rate</b>
<b>Beth Munoz</b>	<b>Principal</b>	<b>\$210</b>
<b>Leslie Valesquez (or other junior staff)</b>	<b>Planner</b>	<b>\$150</b>

Following execution of Amendment No. 4, DISTRICT shall pay CONTRACTOR up to \$89,000 in accordance with Attachment C, Amendment 4 Budget. Budget funds may be reallocated between tasks after the 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 NTE being exceeded.

**Total cost of Contract no to exceed \$257,410.**

**ATTACHMENT C**

**AMENDMENT 4 BUDGET**

<b>Task</b>	<b>Description</b>	<b>Not to Exceed</b>
<b>1.1 Project Administration and Planning</b>	General support and coordination with the project team	\$8,820
<b>1.2 Co-Leads Meetings</b>	<ul style="list-style-type: none"> <li>• Up to 2 to 3 meetings per month upon District request</li> <li>• Prep</li> <li>• Debrief</li> </ul>	\$22,680
<b>2.1 Steering Committee Meetings</b>	<ul style="list-style-type: none"> <li>• Up to 10 monthly CSC meetings includes pre-meeting prep (3 hours)</li> <li>• Content development</li> <li>• Agenda design and prep</li> </ul>	\$27,300
<b>3.1 In-the-Weeds (“Weeds”) Meetings and Strategy Implementation Support and Reporting</b>	<ul style="list-style-type: none"> <li>• Up to 26 meetings</li> <li>• Prep meetings up to 26 meetings includes content development</li> <li>• Debrief and next steps</li> </ul>	\$30,200
	<b>Total</b>	<b>\$89,000</b>



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.198**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **RBA Creative, LLC** (“CONTRACTOR”) whose address is 3718 MacArthur Blvd., Oakland, CA 94619.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph A-E above.
  
4. TERM – The term of this Contract is from December 1, 2021 to November 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
  - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$106,500.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$106,500. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: RBA Creative, LLC  
490 Lake Park Ave, #16242  
Oakland, CA 94610  
Attn: Randolph Belle

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

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

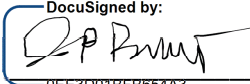
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

RBA CREATIVE, LLC

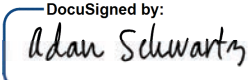
By:   
DocuSigned by:  
0EE3D01BF8654A3...  
Jack P. Broadbent  
Executive Officer/APCO

By:   
Randolph Belle  
Principal

Date: 12/2/2021

Date: 12.2.21

Approved as to form:  
District Counsel

By:   
DocuSigned by:  
130A910F987E4D3...  
~~Brian C. Bunger~~ Adan Schwartz  
~~District Counsel~~ Acting District Counsel



## **ATTACHMENT A**

### **SCOPE OF WORK**

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well Implementation teams that meet monthly to plan the prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board (CARB). Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

#### **Task 1: Project Management**

##### **1.1 Project Administration**

CONTRACTOR shall provide project administration support to the project team which is comprised of DISTRICT, WOEIP, and other DISTRICT third-party consultants. Tasks include meeting attendance, task coordination, phone calls, project partner coordination, and other planning activities. CONTRACTOR shall maintain an existing file-sharing system, provide file naming conventions, meeting agenda and summary notes to be used for internal and Steering Committee meetings. CONTRACTOR will also maintain a participant tracking tool and communication protocol to monitor meeting attendance and interaction at the meetings. CONTRACTOR will research alternative virtual meeting platforms and present options to the Co-Leads (DISTRICT and WOEIP) that may replace current utilized platforms. Virtual meeting platforms will be evaluated based on ease of use, interactive capabilities, potential networking features and ability to connect to multiple devices. CONTRACTOR will provide logistics and scheduling 2022 in-person meetings.

##### *Deliverables:*

1. Meeting agendas and post meeting summaries.
2. Technological support for virtual meetings.
3. Present options to the co-leads for alternate virtual hosting platforms.
4. Maintain participant/Steering Committee tracking tool.
5. Meet weekly with community partner, WOEIP and the DISTRICT to plan and prioritize tasks.
6. Provide logistics and scheduling services for in person meetings (retreats, Town Halls, etc.)

##### **1.2 Stipend Administration**

CONTRACTOR shall coordinate and process stipends to eligible Steering Committee members and

community/resident participants. The stipend amount shall be \$100 per meeting attended (monthly Steering Committee or Implementation meetings, Town Halls, etc.). CONTRACTOR will maintain a stipend administration program and protocol utilizing the participant tracking system described in Task 1.1 to administer stipends and Internal Revenue Service Form-1099 to Steering Committee participants. CONTRACTOR will process and distribute stipends to participants in a timely manner. CONTRACTOR will track all stipends that have been distributed.

*Deliverables:*

1. List of stipend recipients and the amount of stipend distributed.
2. Timely delivery of stipend payments
3. Develop and maintain a stipend tracking spreadsheet.

**Task 2: Steering Committee Meetings**

**2.1 Steering Committee Meetings**

Upon the request of DISTRICT or WOEIP, CONTRACTOR shall lead and facilitate monthly two-hour Steering Committee meetings. CONTRACTOR will facilitate segments of the meetings or small group breakout sessions. CONTRACTOR will develop meeting agendas, meeting summaries, and necessary meeting materials. CONTRACTOR will work collaboratively with DISTRICT and WOEIP to provide content expertise and advisory services to Steering Committee members.

*Deliverables:*

1. Facilitation of monthly Steering Committee meetings.
2. Development of meeting agendas and meeting summaries.
3. Development of PowerPoint presentations for meetings.

**2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings**

CONTRACTOR will prepare for Steering Committee meetings including review of documents associated with Steering Committee agenda items, reviewing transcribed notes from preparatory meetings with the Co-Leads, and Steering Committee members. Additional tasks include coordinating with featured presenters, Power Point slide deck creation and consolidating transcribed notes into a bullet point format. CONTRACTOR will develop all announcements for the Steering Committee meetings including e-mails, calls, and other forms of communication.

*Deliverables:*

1. Feedback on meeting agenda and process design.
2. Steering Committee announcements sent to the AB 617 member list.
3. Written summaries of observations and recommendations for meeting process and activities.

**Task 3: Community-Wide Engagement**

**3.1 Expand Community Participation in Committees**

CONTRACTOR will design and execute a comprehensive community outreach and engagement strategy to increase participation in the West Oakland Community Action Plan (WOCAP) planning activities including increased participation by West Oakland community residents in the Steering Committee, Implementation Teams, Ad Hoc Workgroups, and other planning activities. CONTRACTOR will develop an application and vetting process, with a focus on youth, long term residents, Latinx,

and Yemeni residents of West Oakland. CONTRACTOR will also conduct outreach to nonprofits and community service organizations in West Oakland with the goal of increasing Steering Committee participation. CONTRACTOR will provide support in developing WOEIP's website to maintain updated information on the implementation of the CERP, in addition to disseminating information through various community networks. To the extent possible, CONTRACTOR will conduct individual and small group meetings to targeted communities and spheres of influence. Specific tasks include coordinating and co-planning outreach and engagement activities with WOEIP, with the support of the DISTRICT.

*Deliverables:*

1. Written community-wide engagement plan.
2. Copies of outreach materials.
3. Application for participation.
4. Outline of vetting process.
5. Website content development for the community partner (WOEIP).
6. Meeting summaries from small group meetings.

### **3.2 Strategy and Initiative Materials Development**

CONTRACTOR will develop program materials for the community and stakeholders to meet initiative goals. Work will include graphic design, print supervision, technical assistance, and program consultation.

*Deliverables:*

1. Emissions reduction implementation plan materials.

### **3.3 Public (virtual) Community Workshop/Town Hall**

CONTRACTOR will design and produce community workshop(s) to share the progress of the WOCAP and get feedback from the community and stakeholders on the next steps. CONTRACTOR will work with the Steering Committee, implementation teams, and other stakeholders to develop event content. CONTRACTOR will facilitate the workshop in conjunction with the stakeholders and will develop the workshop agenda, activities, materials, and presentations. CONTRACTOR will also provide a summary of the workshop to be disseminated to the public. Specific tasks include physical and technological meeting logistics, and working with the Co-Leads, Steering Committee, outside vendors, and other stakeholders to develop event content.

*Deliverables:*

1. Publication plan and workshop announcements.
2. Copies of workshop agenda, materials and presentations.
3. Written summary of the workshop.

## **Task 4: Co-Leads Meetings**

### **4.1 Co-Leads Meetings and Special Topics Meetings**

CONTRACTOR will attend bi-weekly meetings with the Co-Leads (DISTRICT and WOEIP). In consultation with the Co-Leads, CONTRACTOR will prepare meeting agendas, take notes, and facilitate the meetings. The primary purpose of the Co-Leads meetings is to plan and prepare for the monthly Steering Committee meetings. CONTRACTOR will be an active participant in terms of

strategic planning for Steering Committee specific agenda items, presentations, and role assignment.

*Deliverables:*

1. Meeting attendance and participation list.
2. Meeting facilitation and recording action item assignments.
3. Meeting agendas and notes.

**4.2 Administration, Preparation, and Follow-Up for Co-Leads Meetings**

CONTRACTOR will prepare, take notes, and follow-up for bi-weekly co-leads meetings.

*Deliverables:*

1. Meeting materials and presentations.
2. Meeting notes and action items.

**ATTACHMENT B****COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work, up to a maximum amount of \$106,500.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$90,500:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal	Randolph Belle	\$200
Administrative Support	Erica Wright-Belle or Beatriz Moreno	\$100

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

**Expenses:** DISTRICT will pay CONTRACTOR a single lump sum payment of \$16,000 to cover stipends for eligible Steering Committee participants. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Total cost of Contract not to exceed \$106,500.**

**AMENDMENT NO. 5 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.198**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, November 15, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **RBA Creative, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to facilitation, technical and policy support of the Community Steering Committee and implementation teams for Assembly Bill (AB) 617 West Oakland Community Action Plan, which Contract was executed on behalf of CONTRACTOR on December 2, 2021, and on behalf of DISTRICT on December 2, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 23, 2022, for reference purposes only, to amend the Scope of Work of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 24, 2022, for reference purposes only, to amend the total cost and Cost Schedule of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated November 9, 2022, for reference purposes only, to amend the term and Cost Schedule of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated March 10, 2023, for reference purposes only, to amend the term, total cost, Scope of Work, Cost Schedule, and DISTRICT contact of the Contract.
6. The PARTIES seek to amend total cost, Scope of Work and Cost Schedule of the Contract because DISTRICT seeks to update the services received from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those updated services.
7. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$325,000” with “\$417,500.”

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$325,000" with "\$417,500."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B-3, Cost Schedule, with the attached "Attachment B-4, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-4, Cost Schedule.
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

DRAFT

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

RBA CREATIVE, LLC

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

By: \_\_\_\_\_  
Randolph Belle  
Principal

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

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

Approved as to form:  
District Counsel

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

DRAFT



## ATTACHMENT A-2

### SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017), to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community steering committee (Steering Committee or CSC) to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and the DISTRICT (the Co-leads) continue to assist the CSC with implementation of the CERP. The CSC is responsible for tracking implementation actions by various agencies. The CSC receives implementation updates from the Co-leads and responsible agencies such as the California Air Resources Board (CARB), the City of Oakland and the Port of Oakland. The CSC is developing its capacity to help direct the Co-leads and others on CERP Strategy implementation. CERP Strategies are designed to reduce both air pollution emissions and exposure to air pollution in the community. Many of the CERP strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide logistics, facilitation, and graphic design support to help ensure that action and collaboration between community members, business leaders, and government agencies leads to efficient and effective implementation of CERP strategies and the reduction of air pollution emissions and exposure to air pollution in the community over time. CONTRACTOR will also provide facilitation support to the Community Advisory Council.

#### **Task 1: Project Management**

##### **1.1 Project Administration**

CONTRACTOR shall provide project administration support to the project team which is comprised of DISTRICT, WOEIP, and other DISTRICT third-party consultants. Tasks include meeting attendance, task coordination, phone calls, project partner coordination, and other planning activities. CONTRACTOR shall maintain an existing file-sharing system, provide file naming conventions, meeting agenda and summary notes to be used for internal and Steering Committee meetings. CONTRACTOR will also maintain a participant tracking tool, provided by DISTRICT, and communication protocol to monitor meeting attendance and interaction at the meetings. CONTRACTOR will research in-person meeting locations, as requested by DISTRICT, and present options to the Co-Leads (DISTRICT and WOEIP) that may replace current utilized platforms. Virtual meeting platforms will be evaluated based on ease of use, interactive capabilities, potential networking features and ability to connect to multiple devices. Upon DISTRICT request, CONTRACTOR will provide logistics and scheduling for in-person meetings.

##### *Deliverables:*

1. Meeting agendas and post meeting summaries.
2. Technological support for virtual meetings, as requested by DISTRICT.
3. Maintain participant/Steering Committee tracking tool.
4. Upon DISTRICT request, meet with community partner, WOEIP and the DISTRICT to plan and prioritize tasks.

5. Provide logistics and scheduling services for in person meetings (retreats, Town Halls, etc.)

### **1.2 Stipend Administration**

CONTRACTOR shall coordinate and process stipends to eligible Steering Committee members and community/resident participants within thirty (30) days. The stipend amount shall be \$75 per hour of meeting attended (or \$150 per monthly Steering Committee or Implementation meetings, Town Halls, etc.). CONTRACTOR will maintain a stipend administration program and protocol utilizing the participant tracking system described in Task 1.1 to administer stipends and Internal Revenue Service Form-1099 to Steering Committee participants. CONTRACTOR will process and distribute stipends to participants in a timely manner. CONTRACTOR will track all stipends that have been distributed.

#### *Deliverables:*

1. List of stipend recipients and the amount of stipend distributed, included with invoices.

### **1.3 Youth Participant Stipend Administration**

CONTRACTOR shall coordinate and process stipends to eligible youth participants for participation in any CSC events within thirty (30) days of participation. Youth participants are not required to be CSC members. Youth participants will receive \$100 total per event for participation in town halls, workshops, and other CSC related events. CONTRACTOR will limit each youth participant to \$500 in total stipends for a one-year calendar period. CONTRACTOR will purchase and disperse stipends in the form of pre-paid Visa e-gift cards.

#### *Deliverables:*

1. List of stipend recipients and the amount of stipend distributed, included with invoices
2. Spreadsheet of events, including stipend recipients, date stipend issued, amount of stipend and associated activities for the stipend.

## **Task 2: Meetings Facilitation**

### **2.1 Steering Committee Meetings (up to 10 a year)**

CONTRACTOR shall facilitate one (1) to ten (10) two-hour Steering Committee meetings a year. CONTRACTOR will facilitate segments of the meetings or small group breakout sessions. CONTRACTOR will contribute to meeting agendas (developed by the "In-the-Weeds" group and finalized by Co-leads group), develop meeting summaries and notes, and other necessary meeting materials as requested by DISTRICT. CONTRACTOR will work collaboratively with DISTRICT and WOEIP to provide content expertise and advisory services on community engagement to Steering Committee members. CONTRACTOR shall translate written materials for CSC meetings to Chinese, Spanish and other languages as requested by DISTRICT.

#### *Deliverables:*

1. Facilitation of monthly Steering Committee meetings.
2. Development of meeting summaries to be delivered to DISTRICT point of contact within one week of Steering Committee meeting.
3. Google folder for meeting and develop overall PowerPoint presentations templates for meetings two weeks prior to meeting.
4. Translated materials in Spanish, Chinese and other languages as requested by the DISTRICT

## **2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings (1 to 10 meetings a year)**

CONTRACTOR will prepare for Steering Committee meetings including review of documents associated with Steering Committee agenda items, reviewing transcribed notes from preparatory meetings with the Co-Leads, and Steering Committee members. CONTRACTOR will prepare for facilitation role including reviewing subject matter and preparing speaking notes to introduce agenda topics and preparing facilitation prompts, including Zoom polls, and surveys. CONTRACTOR will issue public Zoom link for CSC meetings at minimum five days before the meeting. Additional tasks include coordinating with featured presenters, creation of Power Point slide deck template two weeks prior to meeting and consolidating notes into a bullet point format. CONTRACTOR may use artificial intelligence ("AI") or machine translation and shall provide a summary of AI dictation with identified items, the person responsible for the task, and provide action item deadlines. CONTRACTOR will be responsible for providing CSC monthly Zoom meeting links in the format requested by DISTRICT.

### *Deliverables:*

1. Attend monthly facilitator prep meetings with DISTRICT and WOEIP.
2. DISTRICT requested written summaries of observations and recommendations for meeting process and activities.
3. CSC monthly meeting public Zoom links that include registration and archival links of the meeting.
4. Summary of AI dictation with identified items and person responsible

## **Task 3: Community-Wide Engagement**

### **3.1 Maintain Community Participation**

CONTRACTOR will execute a comprehensive community outreach and engagement strategy to maintain participation in the West Oakland Community Action Plan (WOCAP) planning activities including increased participation by West Oakland community residents in the Steering Committee, Implementation Teams, Ad Hoc Workgroups, and other planning activities. CONTRACTOR will develop an application and vetting process, with a focus on youth, long term residents, Latinx, and Yemeni residents of West Oakland upon WOEIP request. CONTRACTOR will also conduct outreach to nonprofits and community service organizations in West Oakland with the goal of maintaining Steering Committee participation. CONTRACTOR will provide support in developing WOEIP's website to maintain updated information on the implementation of the CERP, in addition to disseminating information through various community networks. To the extent possible, CONTRACTOR will conduct individual and small group meetings with targeted communities and spheres of influence. Specific tasks include coordinating and co-planning outreach and engagement activities with WOEIP, with the support of the DISTRICT. CONTRACTOR will support WOEIP education and orientation leadership trainings.

### *Deliverables:*

1. Copies of outreach materials.
2. DISTRICT requested website or graphic content development for the community partner (WOEIP).
3. Meeting summaries from small group meetings.
4. Content for WOEIP education and orientation leadership training materials.

### **3.2 Strategy and Initiative Materials Development**

CONTRACTOR will develop program materials for the community and stakeholders to meet initiative goals. Work will include graphic design, print supervision, technical assistance, and program consultation.

*Deliverables:*

1. Emissions reduction implementation plan materials.

**3.3 Public Community Workshop/Town Hall**

Upon DISTRICT request, CONTRACTOR will provide support to WOEIP to co-design and produce community workshop(s) to share the progress of the WOCAP and get feedback from the community and stakeholders on the next steps. CONTRACTOR will work WOEIP, the Steering Committee, members, and other stakeholders as directed by DISTRICT to develop event content. CONTRACTOR will facilitate the workshop in conjunction with the stakeholders and will co-develop the workshop agenda, activities, materials, and presentations. CONTRACTOR will also provide a summary of the workshop to be disseminated to the public. CONTRACTOR may use AI or machine translations but must provide a summary of AI dictation with identified items, the person responsible for the task, and provide action item deadlines. Specific tasks include physical and technological meeting logistics, and working with the Co-Leads, Steering Committee, outside vendors, and other stakeholders to develop event content.

*Deliverables:*

1. Publication plan and workshop announcements.
2. Production of any graphic materials for Town Hall
3. Outreach to community members to publicize Town Hall
4. Copies of workshop agenda, materials and presentations.
5. Written summary of the workshop.

**Task 4: Co-Leads Meetings**

**4.1 Co-Leads Meetings**

CONTRACTOR will host and attend meetings with the Co-Leads (DISTRICT and WOEIP) bi-weekly (up to 26 meetings a year). In consultation with the Co-Leads, CONTRACTOR will prepare meeting agendas, take notes, and facilitate the meetings. The primary purpose of the Co-Leads meetings is to approve monthly Steering Committee agendas and presentations, discuss issues related to strategy implementation, and Steering Committee advocacy work (including related trainings), and additional topics as necessary. CONTRACTOR will prepare, take notes, and follow up on all action items identified in the Co-Leads meetings. CONTRACTOR may use AI or machine translation but must provide a summary of AI dictation with identified items, the person responsible for the task, and provide action item deadlines

*Deliverables:*

1. Re-occurring Zoom link for Co-leads meeting.
2. Meeting to coordinate with DISTRICT staff on Co-lead agenda distributed by the close of business the Tuesday before the Co-lead meeting.
3. Meeting attendance and participation list.
4. Meeting agendas distributed two days before meeting.
5. Co-Leads meeting notes and action items made available five working days after meeting.
6. Other meeting materials, such as graphic presentations or slides as requested by DISTRICT.

**Task 5: Community Advisory Council (CAC) Meetings.**

**5.1 Support and facilitate CAC Meeting**

CONTRACTOR will provide facilitation for CAC Meetings. CONTRACTOR will attend up to two (2) dry-run meetings per CAC meeting with DISTRICT staff, Co-Founder of WOEIP and other CAC Co-Chairs to prepare for upcoming CAC meetings. CONTRACTOR will review, provide advice and recommendations for the

facilitation agendas (6 meetings). CONTRACTOR will facilitate CAC meetings (6 meetings). CONTRACTOR will attend the debrief meetings promptly following each CAC meeting (6 total per year) with DISTRICT staff and Community Advisory Council Co-Chairs to discuss lesson learns, improvements to the meetings and other topics of interest to DISTRICT and CAC.

*Deliverables:*

1. Feedback on facilitation agenda and process design.
2. Facilitation of CAC meetings (6 per year).
3. Attendance at dry run and debrief meetings (6 per year).

**Schedule Adherence**

Due to the time-sensitive nature of deliverables related to Steering Committee meetings, CONTRACTOR shall adhere to the timeline for deliverables where specified throughout the scope; refinement of deliverable timelines may occur throughout project duration as directed by the DISTRICT.

**Scope of Work Contact:**

CONTRACTOR's contact person under this contract shall be Randolph Belle at [randolph@rbacreative.com](mailto:randolph@rbacreative.com). If the Scope of Work Contact changes, the CONTRACTOR will inform the DISTRICT contact of this change in an email.

CONTRACTOR will have a main point of contact with the DISTRICT for West Oakland CERP and Community Advisory Council (CAC) work, for which all of CONTRACTOR'S email and verbal communication with the DISTRICT will include Alicia Parker ([aparker@baaqmd.gov](mailto:aparker@baaqmd.gov)), unless specified elsewhere in this contract; ); for CAC work, Miriam Torres ([mtorres@baaqmd.gov](mailto:mtorres@baaqmd.gov)) and Lisa Flores ([lflores@baaqmd.gov](mailto:lflores@baaqmd.gov)); and for community engagement and contract-related issues, Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the DISTRICT point of contacts changes, the DISTRICT will inform the CONTRACTOR contact of this change via email. The DISTRICT point of contact is also the DISTRICT Project Manager for the Planning Division. Any change in this designation will be communicated by the DISTRICT via email.

DISTRICT's contracts contact person under this Task Order shall be Diana Ruiz ([druiz@baaqmd.gov](mailto:druiz@baaqmd.gov)). If the Task Order Contact changes, the DISTRICT will inform the CONTRACTOR of this change in an email.

**ATTACHMENT B-4**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work, up to a maximum amount of \$417,500.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$401,500:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal	Randolph Belle	\$200
Administrative Support	Erica Wright-Belle	\$100
Outreach Worker	TBD	\$50
Lead Outreach Worker	TBD	\$100

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract. CONTRACTOR will submit separate monthly invoices for Task 5: Community Advisory Council for payment within 30 days of work performed.

**Expenses:**

Following execution of Amendment No. 4, DISTRICT will pay CONTRACTOR up to \$16,000 to cover additional stipends and capacity building activities for eligible West Oakland Community Steering Committee participants. CONTRACTOR shall invoice for stipend disbursements made. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

Following execution of Amendment No. 5, DISTRICT shall pay CONTRACTOR up to \$92,500 in accordance with Attachment C, Amendment 5 Budget. Budget funds in Attachment C may be reallocated between tasks after the 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 NTE being exceeded.

**Total cost of Contract not to exceed \$417,500.**

**ATTACHMENT C**

**AMENDMENT 5 BUDGET**

<b>Task</b>	<b>Description</b>	<b>Not to Exceed</b>
1.1 Project Administration	Project administration support to the project team	\$4,625
1.2 Stipends	Stipend amount \$75 per hour of meeting attended (or \$150 per monthly Steering Committee meeting, implementation meetings, or Townhall)	See below*
	Stipend Administration	\$ 4,625
1.3 Youth Participant Stipends		See below**
2.1 Steering Committee Meetings	Facilitate up to 10 two-hour Steering Committee meetings a year	\$6,000
2.2 Administration, Prep, Follow up for steering committee meetings (1 to 10 meetings a year)	Prepare for Steering Committee meetings. Prepare for facilitation of Steering Committee meetings. Additional tasks related to meeting preparation (see scope of work subtask 2.2) and follow up of Steering Committee meetings.	\$21,750
3.1 Maintain Community Participation	Community Outreach and membership growth	\$5,562.50
3.2 Strategy and Initiative Materials Development	Develop program materials	\$10,562.50
Printing Materials	Expenses for printing materials	\$2,000
3.3 Public Community Workshops/Town Hall	Provide support to WOEIP to co-design and produce community workshop(s) Town halls and provide facilitation	\$14,250
4.1 Co-Leads Meetings	Bi-weekly monthly meetings (up to 26 meetings a year)	\$10,400
	Meeting prep	\$8,675

Task	Description	Not to Exceed
	Follow up from Co-Leads meetings I.e., identified action items	\$8,675
5.1 Support and facilitate Community Advisory Council (CAC) meetings	Attend and facilitate up to 6 CAC meetings per year  Attend prep meetings up to 6 per year and debrief meetings up to 6 per year	See below***
	Total	\$92,500

**\*Funding for Stipends for CSC members which is \$11,000, of this amount \$10,400 remains by December 31, 2023.**

**\*\* Funding for Youth Participant Stipends is \$5,000 is available beginning January 01, 2024 – December 31, 2024**

**\*\*\* Funding for support and facilitation of CAC meetings is \$15,000 and \$11,400 remains as of November 14, 2023.**

DRAFT



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: December 20, 2023

Re: Authorization to Execute a Contract with Cascadia Consulting Group

RECOMMENDED ACTION

Recommend Board of Directors Authorize the Executive Officer/APCO to enter into a contract with Cascadia Consulting Group (Cascadia) for \$249,000 to conduct community engagement and community benefits analysis to support the development of deliverables for the Bay Area Climate Action Plan (BARCAP) funded by the USEPA's Climate Pollution Reduction Grant program.

BACKGROUND

On July 31, 2023, the Air District received an award notice from the United States Environmental Protection Agency (USEPA) awarding a \$1 million planning grant to lead the development of the BARCAP. Two key deliverables for this award project include:

1. A targeted regional Priority Climate Action Plan (PCAP), due March 1, 2024; and
2. A regional Comprehensive Climate Action Plan (CCAP), due September 2025.

On September 27, 2023, the Air District opened the Request for Proposals (RFP) #2023-038 for Engagement Support for the BARCAP. Specific expertise and experience sought in the RFP included:

- Ability to engage Bay Area frontline communities and local climate equity organizations in the CCAP project vision;
- Expertise crafting climate equity policy measures and demonstrating how they can effectively be applied to the Bay Area landscape in a way that benefits community;
- Ability to develop a comprehensive engagement plan that includes various Bay Area stakeholders;
- Prior experience working closely with and facilitating discussion among local community-based organizations;
- Prior experience working with regional and local agencies to develop climate action plans.

Out of five organizations that submitted full responses, the proposal from Cascadia was deemed the best fit for the desired technical work and budget.

DISCUSSION

RFP 2023.038 was posted for four weeks. A total of five firms responded by submitting proposals. The bidders included, in alphabetical order:

- Acterra
- Cascadia
- Chrisine Selig & Beth Altshuler Munoz Consulting, Inc.
- CityFi
- HR & A Advisors Inc.

Air District staff from the Planning and Climate Protection Division scored the proposals according to the following criteria:

<b>Criteria</b>	<b>Description</b>	<b>Points</b>
Expertise	Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm’s ability to perform and complete the work in a professional and timely manner.	25
Skill and Experience	Relevant experience and qualifications of the firm and, in particular, past experience of the team working on projects of similar scope for other governmental agencies.	25
Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	25
Cost	Cost or cost-effectiveness and resource allocation strategy.	25
	<b>TOTAL</b>	<b>100</b>

In the evaluation process, Cascadia was found to have a deep breadth of relevant experience in the Bay Area. Cascadia has worked on several regional climate action plans and specializes in climate planning engagement. Cascadia also currently works with the Puget Sound Clean Air Agency for the Seattle-Tacoma-Bellevue MSA. The Cascadia team provided the best balance of senior-level staff and entry-level staff that would execute the contract within a reasonable number of proposed hours and a competitive cost breakdown. Their team includes InterEthnica, a firm that the Air District worked successfully with on numerous past environmental equity workshops and public meetings. Cascadia will also team up with Andrea Baker from En2Action. Andrea has extensive experience with engaging community stakeholders, facilitating planning discussions, and visioning sessions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding is included in the Planning and Climate Protection 608 budget for FYE 2024.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Abby Young  
Reviewed by: Wendy Goodfriend

ATTACHMENTS:

1. RFP 2023 038 Engagement Support for BARCPI
2. Draft Contract No. 2023.232 - Cascadia Consulting Group



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

September 27, 2023

Request for Proposals# 2023-038

**Engagement Support for the  
Bay Area Regional Climate Planning Initiative**

**SECTION I – SUMMARY ..... 1**  
**SECTION II – BACKGROUND.....2**  
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**SECTION I – SUMMARY**

The Bay Area Air Quality Management District (“Air District”) seeks a qualified, equity-oriented, creative contractor to work closely with the Air District and its partners to design and implement a meaningful engagement process for a five-county regional climate action planning effort. The contractor will have connections to community engagement experts with working rapport with frontline communities and community-based organizations in the Bay Area. The contractor will also qualitatively assess the benefits and disbenefits of measures in the regional climate action plans on frontline communities in the region, so familiarity with the literature regarding the positive and negative impacts of greenhouse gas (GHG) reduction measures on frontline communities is desired.

To respond to this Request for Proposals (“RFP”), an interested firm must submit one (1) electronic copy (in Adobe Acrobat PDF file format) of its proposal to the Air District’s Procurement Portal (“Portal”):

Cynthia Zhang, Staff Specialist  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600; San Francisco, CA 94105  
Portal link: <https://baaqmd.bonfirehub.com>

**Proposals must be received by  
4:00 p.m. Pacific Time (PT) on Friday, October 27, 2023 (“deadline”).  
Late proposals will not be considered.**

Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Minority business enterprises, women's business enterprises, veteran's business enterprises, local businesses, and certified green businesses are encouraged to submit proposals. **Any questions regarding this RFP should be submitted through the Portal.**

## **SECTION II – BACKGROUND**

### **A. Air District Overview**

The Air District is the government agency responsible for protecting air quality in the San Francisco Bay Area. The Air District is tasked with regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. It is governed by a 24-member Board of Directors composed of locally elected officials from each of the nine counties. The Air District's mission is to create a healthy breathing environment for every Bay Area resident, while protecting and improving public health, air quality and the global climate.

The Air District aims to achieve its mission through many strategic goals, including: reducing and eliminating health problems caused by air pollution, achieving and maintaining air quality standards, leading the Bay Area's efforts to fight global climate change, creating high-quality regulatory programs, and applying environmental best practices in all operations. To do so, the Air District regulates air pollution emissions from stationary emission sources such as factories, refineries, and power plants, and from smaller facilities like gas stations and dry cleaners. The Air District ensures that such facilities comply with air pollution laws and regulations, provides incentives to replace older, higher-emitting vehicles and equipment with cleaner alternatives, and gives grants and provides outreach to encourage healthy clean air choices by businesses and consumers. The Air District implements these efforts with an equity focus, aiming to reduce air quality disparities and promote environmental justice by targeting local air pollution in overburdened communities.

### **B. Engagement Support for the Bay Area Regional Climate Planning Initiative**

The Air District has received funding from the EPA's Climate Pollution Reduction Grant (CPRG) program to lead a process to develop two regional climate action plans for the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The regional climate action plans include a targeted regional action plan (or Priority Climate Action Plan (PCAP)) and a comprehensive climate action plan (or Comprehensive Climate Action Plan (CCAP)) that builds upon and advances work already underway at local and regional levels. The Air District has convened an Advisory Work Group (AWG) comprised of staff from regional, county, and city agencies to help coordinate this effort.

The Air District must lead the development of PCAP, which is due to the EPA by March 1, 2024, and the CCAP, which is due to the EPA by September 2025. For the PCAP, the Air

District and the AWG are leading engagement of local governments and relying largely on completed or ongoing community engagement efforts.

The CPRG effort advances EPA's Justice40 Initiative and the PCAP and CCAP both must include analyses demonstrating the benefits of the GHG reduction measures on frontline communities. Frontline communities for this effort are defined using the following tools: EPA's Climate and Economic Justice Screening Tool; Assembly Bill (AB) 617 communities; the Air District's Overburdened Communities (Calenviroscreen 4.0 top 30%); Metropolitan Transportation Commission's Equity Priority Communities; Senate Bill (SB) 535; and locally identified environmental justice communities. The Air District has developed an online map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](https://arcgis.com)) to identify communities that meet this criteria.

### **SECTION III – SCOPE OF WORK**

The contractor will be responsible for the following tasks in support of the Air District's development of the PCAP and the CCAP.

#### **Task 1: Project Management**

The contractor will convene an initial kick-off meeting with the Air District to:

- Review the scope of work;
- Develop shared understanding of project objectives and deliverables; and
- Confirm project timelines and roles.

After the kick-off meeting, the contractor will continue to coordinate with the Air District, including scheduling and facilitating regular check-in calls. The contractor will provide regular updates on hours spent on project/project budget spend down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

#### **Task 2: Priority Climate Action Plan Stakeholder Engagement**

##### **Task 2.1 Review Messaging and Communication Approach to Suggest Modifications (if needed)**

The contractor will review the messaging and communication approach used by the Air District and the AWG to convey the opportunity presented by the CPRG, and the PCAP in particular, for local governments and regional agencies to work collaboratively to secure funding and advance an equitable, healthy, zero carbon future for all. The contractor will recommend modifications to the messaging and communications strategy, if needed, to better reach target audiences.

Deliverables may include, but are not limited to: memorandum recommending updates to the messaging and communication approach.

## **Task 2.2 Assist the Air District and Partners in Developing and Delivering Stakeholder Engagement Activities**

The contractor will assist the Air District and its partners in developing and delivering stakeholder engagement activities, as needed. The Air District and the Bay Area Regional Energy Network (BayREN) are leading local government outreach and engagement for development of the PCAP. The contractor will provide assistance for up to two (2) public workshop(s), including design and logistical support, and assistance for up to five (5) community engagement activities or events. Engagement events are anticipated to be a mix of in-person and virtual/hybrid events.

Subtasks include:

- Event design (support agenda development, review content to be delivered with Air District staff)
- Event support and logistics (scheduling, sending out meeting links, timekeeping, managing the queue of questions, taking notes, and digesting notes)

Deliverables may include but are not limited to: event agendas and summaries of webinars/workshops including key takeaways.

## **Task 3. Frontline Communities' Benefits Analysis for Priority Climate Action Plan GHG Reduction Measures**

The contractor will assess the benefits and disbenefits of measures in the PCAP on frontline communities that are identified in the map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](#)).

The contractor will conduct an analysis which will include identifying and qualitatively describing the specific climate impacts or risks that frontline communities in the region are particularly vulnerable to (e.g., extreme heat and urban heat island effects; extreme rainfall; flooding; coastal erosion, saltwater intrusion, and other impacts of sea level rise; drought; and/or wildfire). The analysis will focus on other community benefits of GHG reduction measures as well. A sample list of benefits for consideration is provided in the document titled "*Climate Pollution Reduction Program: Technical Reference Document for States, Municipalities and Air Pollution Control Districts – Benefits Analysis: Low-income and Disadvantaged Communities (April 27, 2023)*," which can be accessed at <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>. This document contains additional specificity regarding EPA's expectations for the analysis.

### **Task 3.1 Develop Methodology and Collect Information**

The contractor will document the methodology it proposes to use to 1) identify and qualitatively describe the specific climate impacts or risks frontline communities are especially vulnerable to in the region, relying largely on the many existing data tools available across the region and state; and 2) assess the benefits and disbenefits of GHG reduction measures to frontline communities. Categories of benefits and disbenefits to be analyzed will be informed by frontline communities' priorities and concerns identified through a process outside of this scope of work. The consultant will also document

reference information and data that the contractor proposes to use, including existing tools, peer-reviewed literature and reports. The Air District and its partners will review the proposed assessment methodology and suggest modifications, if needed.

### **Task 3.2 Identify Climate Impacts or Risks for Frontline Communities**

Upon the Air District's approval, the contractor will use the proposed methodology, information, and data to identify and describe which climate impacts or risks the frontline communities in the five-county region are particularly vulnerable to. The EPA does not require new modeling for this task. The contractor will document tools, peer-reviewed literature, and reports that support its analysis. The contractor will submit its findings to the Air District and its partners for review and feedback. This task may require up to three (3) meetings with the Air District, the AWG, and/or other partners to discuss the approach and draft results.

### **Task 3.3 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities**

Upon the Air District's approval, the contractor will use the proposed methodology, information, and data to conduct an analysis of final GHG reduction measures in the PCAP to develop a qualitative discussion of the expected benefits and disbenefits to frontline communities (including direct and indirect benefits), quantifying where possible and following EPA's guidance document "*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*." This task will not include quantifying changes in criteria and toxic air pollutants from implementation of the GHG reduction measures as that will occur through a separate effort beyond this scope of work. The contractor will document peer-reviewed literature and reports that support its analysis. The contractor will submit its assessment to the Air District and its partners for review and feedback. This task may require up to three (3) meetings with the Air District, the AWG, and/or other partners to discuss the approach and draft results.

### **Task 3.4 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology**

The contractor will submit a draft summary of the benefits analysis for inclusion in the PCAP report documenting the results and the methodology from Tasks 3.1, 3.2, and 3.3. The Air District will review the draft summary and suggest modifications, as needed. The contractor will provide the final language that incorporates the Air District's comments. The EPA requires the Air District to provide the census tract ID with the list of frontline communities that are expected to benefit from the GHG reduction measures. The contractor will support the Air District to collate this information, based on the findings from Tasks 3.1 and 3.3.

### **Task 4: Provide Key Assumptions for GHG Projections in CCAP**

The contractor will help co-create the stakeholder engagement approach for the CCAP and then execute it in partnership with the Air District, the AWG, and other partners. Stakeholders include, but are not limited to, local governments, frontline communities, the public, and other audiences as identified by the contractor. The engagement approach will aim to 1) meaningfully, equitably, and transparently engage stakeholders, particularly frontline communities; and 2) use creative approaches to facilitate participation from a



diversity of voices. The contractor will include community engagement experts who have earned the trust of local frontline communities through direct experience working with frontline communities and community-based organizations in the Bay Area.

**Task 4.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with the Air District, the AWG, and Partners**

The contractor will work with the Air District, the AWG, and partners to collaboratively develop the stakeholder engagement approach for the CCAP and update, if needed, the metrics for stakeholder engagement in the Air District's approved workplan. Partners may include several local and regional community-serving organizations with deep familiarity of Bay Area frontline communities and knowledge and expertise in climate equity. Aspects of the engagement approach should be tailored to each of the following audiences: local governments, frontline communities, the public, and other audiences as identified by the contractor. The contractor will review the messaging and communication approach used by the Air District and the AWG for the PCAP and suggest updates, if needed, to better reach key audiences.

The engagement approach should identify a suite of innovative engagement tools, approaches, and venues to reach and gain feedback from a diversity of voices among frontline communities, local government staff, and the public as described below. Examples of engagement events include community-wide workshops, community-specific focus groups, surveys, etc. Special attention will be given to voices that have historically been marginalized.

- The approach to engaging frontline communities should include specific roles for regional and local community-serving organizations, and AWG members, cities, and counties who have established strong relationships with community-serving organizations.
- The local government engagement approach should build upon a review of the approach employed for the PCAP by the Air District and AWG to determine whether the same venues and networks, along with other engagement opportunities, should be utilized for the CCAP. New partners and engagement options should be added, as needed.
- The public engagement approach should help increase awareness of this regional planning effort among interested members of the public and offer options for the public to provide input.

The contractor should assume no more than 8-10 events over a period of 14 months (April 2024 - July 2025). The contractor will prepare the draft engagement approach, as co-created with the Air District, the AWG, and partners, in a written format for review by the Air District and its partners. The approach should be customized for the audiences identified above (frontline communities, local governments, the public, other audiences as identified by the consultant) and outline the tools, approaches, and venues. The Air District and partners will suggest modifications, if needed, and the consultant will prepare the final written engagement approach.

Deliverables may include but are not limited to: draft and final written engagement approach.

## **Task 4.2 Execute the Stakeholder Engagement Approach in Partnership with the Air District, AWG, and Partners**

The contractor will deliver the stakeholder engagement approach that was co-created in Task 4.1. The contractor will co-design and support stakeholder engagement events with the Air District, AWG, and its partners, including local and regional community-serving organizations that will help seek participation from frontline communities. The contractor will conduct outreach to ensure a diverse set of participants including frontline communities, local government staff, non-governmental organizations, small businesses, experts, and residents across the region. Engagement activities will be a mix of in-person and virtual/hybrid events.

CCAP engagement will likely begin in spring 2024 with a visioning process of what the region wants to achieve by 2030 and 2045 that also assesses opportunities and assets, as well as barriers, to achieve the vision. The contractor may suggest earlier engagement activities for the CCAP to help lay the groundwork for the visioning discussion, recognizing that the Air District will be largely focused on the PCAP until March 1, 2024.

Other key topics for engagement may include:

- Feedback on the criteria for CCAP measure selection, especially from frontline communities, beginning with a discussion on whether the criteria used for PCAP measure selection is appropriate for CCAP measure selection and what updates are necessary.
- Feedback on initial draft measures for the CCAP (fall 2024)
- Feedback on final measures (spring 2025)
- Feedback on the CCAP document (summer 2025)
- Other topics as identified by the contractor, the Air District, AWG, and partners.

Local and regional community-serving organizations will be compensated for their participation, upon request. The contractor will be responsible for covering non-personnel costs for outreach and facilitation, as detailed in the subtasks below.

Subtasks include:

- Event outreach (support targeted outreach)
- Event design (up to 8-10 events) - Support agenda and materials development. Meetings could include workshops, focus groups, listening sessions, or other types as recommended by the consultant.
- Event support and logistics - Scheduling, securing event space including contracting and paying for space, purchasing food and if needed providing childcare for in-person events, AV equipment, sending out meeting links (if virtual), timekeeping, managing the queue of questions, taking notes, digesting notes into a public summary document, translating materials if requested in advance of event and providing simultaneous translation services if requested in advance by attendees.
- Facilitation support – Facilitate events or provide facilitation support to the Air District or partners.
- Stipends – Support attendance of community members at engagement events and partnerships with community-serving organizations. The contractor should

budget an amount up to \$5,000 for compensating community members for their participation through gift cards, and an amount up to \$15,000 for stipends for community-serving organizations' participation and partnership. Proposers should include in line items in their cost proposal that account for such expenditures. These costs and other costs related to execution of engagement will be the responsibility of the contractor, as will coordination of annual tax information if needed for stipend recipients.

Deliverables may include but are not limited to, event agendas; event summaries for posting on Air District website, including key takeaways; summary of costs per event for support and logistics, facilitation and stipend accounting and distribution.

#### **Task 4.3 Final Summary Report for CCAP Engagement**

The contractor will provide a final summary report that will include, at a minimum, a description of the implementation of the community engagement approach including departures from the original plan, key findings and lessons learned, and how successful the approach was when measured against the metrics established by the contractor, Air District, AWG, and partners.

#### **Task 5. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures**

The contractor will assess the benefits and disbenefits of measures in the CCAP to frontline communities in the region that are identified in the map (Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([arcgis.com](http://arcgis.com))).

#### **Task 5.1 Develop Methodology and Collect Information, Building Upon PCAP Approach**

The contractor will document the methodology it proposes to use to assess the benefits and disbenefits of GHG reduction measures to frontline communities. The methodology should build upon the methodology employed for the PCAP, with modifications based on lessons learned and input from the Air District and partners. The categories of benefits and disbenefits should expand upon those identified for the PCAP. The scope of the benefits and disbenefits will also be informed by engagement of frontline communities conducted through Task 4 and information previously gathered by the Air District concerning frontline communities' priorities and concerns. The contractor will also document reference information and data that the contractor proposes to use, including peer-reviewed literature and reports. The Air District and its partners will review the proposed assessment methodology and suggest modifications, if needed.

#### **Task 5.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities**

Upon the Air District's approval, the contractor will use the proposed methodology, information and data to conduct an analysis of final GHG reduction measures in the CCAP to develop a qualitative and quantitative discussion of the expected benefits (and disbenefits) to frontline communities (including direct and indirect benefits), following

EPA’s guidance document “*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*.” This task will not include quantifying changes in criteria and toxic air pollutants from implementation of the GHG reduction measures as that will occur through a separate effort than this scope of work. The consultant will document peer-reviewed literature, reports, and data that support its analysis. The contractor will submit its assessment to the Air District and its partners for review and feedback. This task may require up to 3 meetings with the Air District, the AWG and/or other partners to discuss the approach and draft results.

**Task 5.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology**

The contractor will submit a draft summary of the benefits analysis for inclusion in the CCAP report documenting the results and the methodology from Tasks 5.1 and 5.2. The Air District will review the draft summary and suggest modifications, as needed. The contractor will provide final language that incorporates the Air District’s comments.

**Estimated Project Timeline**

Task	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q2 2025
Task 2.1 Review messaging and communication approach to suggest modifications, if needed	X							
Task 2.2 Assist the Air District and partners in developing and delivering stakeholder engagement activities	X							
Task 3.1 Develop Methodology and Collect Information	X							
Task 3.2 Identify Climate Impacts or Risks for Frontline Communities	X							
Task 3.3 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities	X	X						
Task 3.4 Prepare a summary for inclusion in the PCAP, including a write up of the methodology	X	X						
Task 4.1 Co-create a meaningful stakeholder engagement approach for the CCAP with the Air District, the AWG, and partners		X	X					
Task 4.2 Execute the stakeholder engagement approach in partnership with the Air District, AWG, and partners		X	X	X	X	X	X	X
Task 4.3 Final summary report for CCAP engagement							X	X
Task 5.1 Develop Methodology and Collect Information, Building Upon PCAP Approach				X	X			

Task	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q2 2025
Task 5.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities					X	X		
Task 5.3 Prepare a summary for inclusion in the CCAP, including a write up of the methodology							X	

## SECTION IV – INSTRUCTIONS TO PROPOSERS

### A. General

1. Interested firms must create an account through the Portal described in this RFP to view RFP documents and addenda, and to submit questions and proposal documents.
2. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of the proposal.
3. All information should be complete, specific, and as concise as possible.
4. Proposals should include any additional information that the proposer deems pertinent to the understanding and evaluation of the proposal.
5. The Air District may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the deadline. Please check the [Portal](#) for updates prior to the deadline.
6. All proposals shall constitute firm offers valid for ninety (90) days from the deadline. Once submitted, proposals may be withdrawn, modified and resubmitted through the Portal up until the deadline.
7. The Air District reserves the right to reject any and all proposals.
8. All questions must be in written form and submitted through the Portal no later than **4:00 p.m. PT on Wednesday, October 4, 2023**. Proposers will not be able to submit questions after this time. All questions will be answered in writing and posted on the [Portal](#) by **6:00 p.m. PT on Wednesday, October 11, 2023**.
9. The cost for developing the proposal is the responsibility of the proposer and shall not be chargeable to the Air District.

### B. Submittal of Proposals

All proposals must be submitted according to the specifications set forth in Section V (A) – Contents of Proposal, and this section. Failure to adhere to these specifications may be cause for the rejection of the proposal.

1. **Deadline** – All proposals are due no later than **4:00 p.m. PT on Friday, October 27, 2023**, and must be submitted via the Portal to:

Cynthia Zhang, Staff Specialist  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600; San Francisco, CA 94105  
Portal link: <https://baaqmd.bonfirehub.com>

2. **Uploading large documents** may take significant time, depending on the size of the file(s) and internet connection speed. Proposers should plan sufficient time before the deadline to finalize their submissions and complete the uploading process. Proposers will not be able to submit documents after the deadline. Proposals received after the deadline will not be considered.
3. **Signature** – All proposals must be signed by an authorized representative of the proposer.
4. **Submittal** – Submit one (1) electronic copy (in Adobe Acrobat PDF file format) to the Portal. Electronic submissions submitted via the Portal will be acknowledged with a confirmation email receipt. Late proposals will not be accepted. Any correction or re-submission of proposals will not extend the submittal deadline.
5. **Grounds for Rejection** – A proposal may be rejected at any time if it arrives after the deadline, or is not in the prescribed format, or is not signed by an individual authorized to represent the firm.
6. **Disposition of the Proposals** – All responses to this RFP become property of the Air District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion “confidential.” The Air District will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked “confidential” in their entirety will not be honored, and the Air District will not deny public disclosure of any portion of submittals so marked.

By submitting a proposal with portions marked “confidential,” a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the Air District for, and to indemnify, defend, and hold harmless the Air District, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to the District’s non-disclosure of any such designated portions of a proposal.

7. **Modification** – Once submitted, proposals, including the composition of the contracting team, may be altered up until the deadline. Proposals may not be

modified after the deadline.

**C. Interviews**

1. The Air District, at its option, may interview proposers. The interviews will be for the purpose of clarifying the proposals.
2. Submittal of new proposal material at an interview will not be permitted.
3. Interviews may involve a presentation and/or a question-and-answer session.

**SECTION V – PROPOSAL FORMAT, CONTENT, AND SUBMITTAL**

**A. Contents of Proposal**

Submitted proposals should follow the format outlined below and include all requested information. Failure to submit proposals in the required format may result in the proposal being eliminated from evaluation and consideration.

1. Technical Proposal
  - a. Cover Letter (Section I) – Include the name, address, and telephone number of the firm, and signed by the person(s) authorized to represent the firm.
  - b. Contact Information – Provide the following information about the firm:
    - Address and telephone number of office nearest to San Francisco, California and the address and phone number of the office that each of the proposed staff members are based out of if different.
    - Name of firm’s representative designated as the contact and email address.
    - Name of project manager, if different from the individual designated as the contact.
  - c. Table of Contents – Clearly identify material contained in the proposal by section.
  - d. Summary (Section II) – State overall approach to the RFP, including the objectives and scope of work.
  - e. Experience and Qualifications (Section III) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations, if any. Describe the technical capabilities of the firm.
  - f. Project Approach and Methodology (Section IV) – Provide a detailed description of the approach and methodology to be used to accomplish the scope of work.

- g. Project Schedule (Section V) – Provide projected milestones or benchmarks for completing the project.
- h. Project Organization (Section VI) – Describe the proposed management structure, program monitoring procedures, and organization of the proposed team. Provide a statement addressing your firm’s ability and willingness to commit and maintain staffing to successfully conclude the project on the proposed project schedule.
- i. Assigned Personnel (Section VII) – Provide the following information about the staff to be assigned to the project:
  - List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have. Background descriptions can be a resume, curriculum vitae, or summary sheet. Substitution of project manager or staff will not be permitted without prior written approval of the Air District’s assigned program manager.
  - Provide a statement of the availability of staff in any local office with requisite qualifications and experience to conduct the requested project.
  - Provide a statement of education and training programs provided to, or required of, the staff identified for participation in the project. Make particular mention of with reference to experience dealing with governmental agencies, procedures, and environmental regulations.
- j. References (Section VIII) - Provide a minimum of three (3) references of other, similar projects including company name or government entity, contact name, title, phone number and e-mail address for all references listed. For each reference, include a description of services provided and dates the services were provided.
- k. Subcontractors (Section IX) – List any subcontractors that will be used, the work to be performed by them, and the total number of hours or percentage of time they will spend on the contract.
- l. Retention of Working Papers (Section X) – All working papers are the property of the Air District. Include a statement acknowledging that if your firm is awarded the contract, you will retain project related papers and related reports for a minimum of five (5) years and will provide any project related papers to the Air District upon request.
- m. Conflict of Interest (Section XI) – Address possible conflicts of interest with other clients affected by contractors’ actions performed by the firm on behalf of the Air District. The Air District recognizes that prospective proposer may have contracts to perform similar services for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such



tasks for each client. The Air District reserves the right to consider the nature and extent of such work in evaluating the proposal.

- n. Additional Data (Section XII) – Provide other essential data that may assist in the evaluation of the proposal.

2. Cost Proposal

- a. List the fully-burdened hourly rates and the total number of hours estimated for each level of professional and administrative staff to be used to perform the tasks required by this RFP. In addition, costs should be estimated for each of the components of the Scope of Work.
- b. Include a list of anticipated reimbursable expenses, such as expenses for travel, presentation materials, supplies, deliveries, black/white and color printouts and copies, faxes, photo scans, copywriting and copyediting services and the rate charged for each.
- c. Any other fees or charges.

**SECTION VI – PROPOSAL EVALUATION**

A panel of Air District staff will evaluate all proposals. The panel will recommend the selection of the contractor to the Air Pollution Control Officer (APCO), who will, in turn, make a recommendation to the Air District Board of Directors. The Air District Board of Directors may be required to approve the contract to carry out the work described in this RFP. A link to a typical contract for professional services used by the Air District is included in Section VII.

Proposals will be evaluated on the following criteria:

Criteria	Description	Points
Expertise	Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm’s ability to perform and complete the work in a professional and timely manner.*	25
Skill and Experience	Relevant experience and qualifications of the firm and, in particular, past experience of the team working on projects of similar scope for other governmental agencies.	25
Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	25
Cost	Cost or cost effectiveness and resource allocation strategy.	25

<b>Criteria</b>	<b>Description</b>	<b>Points</b>
	<b>Total</b>	<b>100</b>

- \* “Size and structure of firm” refers to the ability of a firm’s size to meet the needs of the Air District. It does not give absolute preference to larger or smaller firms.

If two or more proposals receive the same number of points, the Air District will accept the lower cost offer.

## **SECTION VII – SAMPLE CONTRACT**

A sample contract to carry out the work described in this RFP is available on the Air District’s website at <http://www.baaqmd.gov/about-the-air-district/request-for-proposals-rfp-rfq/samples-previous>. (Click the + to the left of Sample Contracts, and then click on the Professional Services Contract link)

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.232**

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 **Cascadia Consulting Group** (“CONTRACTOR”) whose address is 344 20<sup>th</sup> Street, Oakland, CA 94612.
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 27, 2023 to September 30, 2025, 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 \$287,860.
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 \$287,860. 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: Abby Young

CONTRACTOR: Cascadia Consulting Group  
344 20<sup>th</sup> Street  
Oakland, CA 94612  
Attn: Andrea Martin

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. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
  - A. Observe complete confidentiality with respect to such information, including, without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information, and to assure by agreement or otherwise, that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever, whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information, or any part thereof, by any person or entity other than those authorized by this section. Take, at CONTRACTOR's expense but at DISTRICT's option, and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued

confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

15. PUBLICATION

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

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

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

CASCADIA CONSULTING GROUP

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

By: \_\_\_\_\_  
Andrea Martin  
Director

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

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

Approved as to form:  
District Counsel

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

DRAFT

## ATTACHMENT A

### SCOPE OF WORK

DISTRICT is the lead coordinating agency for the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program's planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The regional climate action plans include a targeted regional priority climate action plan (PCAP) and a comprehensive climate action plan (CCAP) that builds upon and advances work already underway at local and regional levels.

CONTRACTOR shall assist DISTRICT in designing and implementing a meaningful engagement process for a five-county regional climate action planning effort. CONTRACTOR will use its existing connections to community engagement experts and working rapport with frontline communities and community-based organizations in the Bay Area in developing and implementing the engagement process. CONTRACTOR will provide qualitative and quantitative assessments of the benefits and disbenefits of measures in the regional climate action plans to frontline communities in the region.

#### **Task 1. Project Management**

CONTRACTOR will convene an initial kick-off meeting with DISTRICT to discuss the CPRG program requirements and timeline, walk through known local and regional climate action initiatives to date, align the work under this Contract with the overall vision and goals for the PCAP and CCAP, and begin outlining a detailed project roadmap. After the kick-off meeting, CONTRACTOR will continue to coordinate with DISTRICT, including scheduling and facilitating regular check-in calls. CONTRACTOR will provide regular updates on hours spent on project/project budget spend down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

Deliverables:

- Kick-off meeting agenda and summary notes
- Project workplan and schedule
- Monthly invoices and activity reports

#### **Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan Greenhouse Gas (GHG) Reduction Measures**

CONTRACTOR will assess the benefits and disbenefits of measures in the PCAP that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](https://arcgis.com)). CONTRACTOR will conduct an analysis which includes identifying and qualitatively describing the specific climate impacts or risks that frontline communities in the region are particularly vulnerable to (e.g., extreme heat and urban heat island effects; extreme rainfall; flooding; coastal erosion, saltwater intrusion, and other impacts of sea level rise; drought; and/or wildfire). The analysis will focus on other community benefits of GHG reduction measures as well. A sample list of benefits for consideration is provided in the document titled "*Climate Pollution Reduction Program: Technical Reference Document for States, Municipalities and Air Pollution Control Districts – Benefits Analysis: Low-income*

and *Disadvantaged Communities (April 27, 2023)*,” which can be accessed at <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>. This document contains additional specificity regarding EPA’s expectations for the analysis.

### **Task 2.1 Develop Methodology and Collect Information**

CONTRACTOR will document the methodology it proposes to use to identify climate risks of concern, specific geographic areas of focus, particular groups of concern, and an initial framework for analyzing benefits and disbenefits for the assessment. This will include defining terms and assumptions for the multi-criteria analysis approach CONTRACTOR will use to evaluate the benefits and disbenefits of GHG reduction measures. CONTRACTOR will work with DISTRICT to select the criteria with which to evaluate benefits, disbenefits, and other potential impacts of GHG reduction strategies; adjust the weight of each criterion to reflect relative importance to communities; and evaluate actions against the chosen criteria.

CONTRACTOR will compile the frameworks for assessing climate impacts and equity in strategies and actions into a methodology memo and associated workbook that will document reference information and data that CONTRACTOR proposes to use, including existing tools, peer-reviewed literature and reports.

Deliverable:

- Memo and associated workbook detailing the assessment methodology.

### **Task 2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities**

Using the framework and methodology developed in Task 2.1, CONTRACTOR will conduct a qualitative assessment of the benefits and disbenefits for frontline communities associated with final PCAP measures. CONTRACTOR will include quantitative analysis where possible. CONTRACTOR will develop qualitative score matrices to allow for a consistent, objective ranking process. CONTRACTOR will then use the scores to identify the strengths and weaknesses of each PCAP measure from an equity standpoint. CONTRACTOR will convene up to three meetings with DISTRICT to discuss this analysis.

Deliverable:

- Memo documenting and summarizing analysis results

### **Task 2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology**

CONTRACTOR will summarize findings from Task 2.2 in a report to be included in the PCAP. The summary report will outline the results of the analysis, including key findings, takeaways, and the methodology used. This summary report will include census tract data documenting frontline communities that are expected to benefit from PCAP measures. DISTRICT will review the draft summary report and suggest modifications, as needed. CONTRACTOR will provide the final report that incorporates DISTRICT’s comments and edits.

Deliverables:

- Draft summary report documenting methodology and analysis results.

- Final summary report reflecting DISTRICT’s comments and requested changes.

**Task 3. Comprehensive Climate Action Plan Stakeholder Engagement**

CONTRACTOR will help co-create the stakeholder engagement approach for the CCAP and then execute it in partnership with DISTRICT and its partners. Stakeholders may include, but are not limited to, local governments, frontline communities, the public, and other audiences as identified by CONTRACTOR. The engagement approach will aim to 1) meaningfully, equitably, and transparently engage stakeholders, particularly frontline communities, and 2) use creative approaches to facilitate participation from a diversity of voices. CONTRACTOR will include community engagement experts who have earned the trust of local frontline communities through direct experience working with frontline communities and community-based organizations in the Bay Area.

**Task 3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with DISTRICT, the Advisory Work Group (AWG), and Partners**

CONTRACTOR will work with DISTRICT and its core stakeholders/partners to collaboratively develop the stakeholder engagement approach for the CCAP and update, if needed, the metrics for stakeholder engagement in DISTRICT’s approved workplan. Partners may include several local and regional community-serving organizations with deep familiarity of Bay Area frontline communities and knowledge and expertise in climate equity. The engagement plan will incorporate both general/mass public engagement tactics as well as community-tailored engagement approaches that leverage the knowledge and networks of Coalition partners to enable meaningful, personal engagement across the Bay Area. CONTRACTOR will work with DISTRICT and its partners to co-design the roadmap for outreach and engagement during the CCAP process and beyond.

CONTRACTOR will lead a regional analysis of Bay Area agencies, relevant community-based organizations, and other prospective partners that are invested in or affected by PCAP and CPRG Implementation Grant outcomes. CONTRACTOR will convene a goal-setting meeting, to identify challenges and opportunities, situational context, project decision makers, and key stakeholders. CONTRACTOR will produce a complete database of contacts and desired participation levels.

The engagement plan will include:

- Overarching goals for engagement with each priority community audience identified in the methodology approach developed in Task 2 and the regional analysis.
- A map of the characteristics and communication needs of each priority community audience
- An evaluation of the equity and inclusiveness of communications approaches used in the engagement plan.
- A wide range of channels and messaging to support many avenues for participation.
- A mechanism for building and maintaining open and transparent feedback loops.
- A mechanism for capturing community input and other learnings from engagement activities.

Deliverables:

- Draft engagement plan.
- Final engagement plan that addresses DISTRICT’s comments and requested changes.

### **Task 3.2 Execute the Stakeholder Engagement Approach in Partnership with the DISTRICT and its Partners**

CONTRACTOR will deliver the stakeholder engagement approach that was co-created in Task 3.1. CONTRACTOR will co-design and support stakeholder engagement events with DISTRICT and its partners, including local and regional community-serving organizations that will help seek participation from frontline communities. CONTRACTOR will sequence outreach events and activities around the climate planning process—ensuring community input at each stage of CCAP development, including criteria for CCAP measure selection, initial CCAP measures, final CCAP measures, and the final plan document. CONTRACTOR will be in close contact with DISTRICT’S technical team working on the Bay Area Regional Climate Action Plan (BARCAP) project, to ensure that engagement materials reflect the latest progress on the technical side—such as including update emissions forecasts when explaining localized climate impacts or fresh groupings of potential CCAP measures for community input.

CONTRACTOR will convene two community-wide surveys, two focus groups, two public workshops, three priority community workshops, and one online feedback forum.

Important components of the engagement approach will include:

- Outreach materials targeting a general public audience, for example: website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.;
- Targeted outreach to specific community groups, including translation of outreach materials into five languages and interpretation at broad public workshops in two languages;
- Implementing an effective compensation model consistent with DISTRICT’s stipend policy, budgeting up to \$5,000 for compensating community members for their participation through gift cards, and up to \$15,000 for stipends for community-serving organizations’ participation and partnership;
- Documenting participation and engagement outcomes and supporting ongoing adaptive management, including capturing lessons learned; and
- Technical support for the focus groups and workshops listed above, including event agendas, note-taking, facilitation and logistical support (reserving meeting spaces, AV, etc.).

Deliverables:

- Copies of all general communications materials (e.g., website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.).
- Copies of all community-tailored communications materials (e.g., engagement toolkits, translated materials, agendas/scripts, in-language articles, etc.).
- Documentation of compensation (stipends) provided to coalition members and community members.
- Agendas, meeting materials and summary notes from all engagement convenings (focus groups, workshops).
- Results from community-wide surveys and feedback forum.

### **Task 3.3 Final Summary Report for CCAP engagement**

CONTRACTOR will provide a final summary report that will include, at a minimum, a description of

the implementation of the community engagement approach including departures from the original plan, key findings and lessons learned, and how successful the approach was when measured against the metrics established by CONTRACTOR, DISTRICT and its partners. CONTRACTOR will also support DISTRICT in transitioning DISTRICT's project [web page](#), listserv, and other dynamic platforms or channels developed through this process into legacy resources that Bay Area residents across audiences can use to quickly access key project information and materials.

Deliverables:

- Final summary report of engagement activities, outcomes, and lessons learned.
- Summary of support for final communications tool development and transition.

#### **Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures**

CONTRACTOR will assess the benefits and disbenefits of measures in the CCAP to frontline communities in the region that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([arcgis.com](#)).

##### **Task 4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach**

CONTRACTOR will document the methodology it proposes to use to assess the benefits and disbenefits of GHG reduction measures to frontline communities. CONTRACTOR will lead a review and analysis of the PCAP Frontline Communities' Benefits Analysis, including an assessment of the process, identifying gaps and areas of improvement. The scope of the benefits and disbenefits will also be informed by engagement of frontline communities conducted through Task 3. CONTRACTOR will also document reference information and data that CONTRACTOR proposes to use, including peer-reviewed literature and reports. After performing the methodology review, CONTRACTOR will convene a workshop with DISTRICT and its core partners to share findings and introduce proposed methodology improvements for discussion and refinement. CONTRACTOR will then produce an updated methodology memo that captures the new methodology and clearly documents the changes made from the PCAP phase.

Deliverables:

- Agenda, materials (methodology review findings) and summary notes from workshop.
- Methodology memo including documentation of changes and updates.

##### **Task 4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities**

Upon DISTRICT approval, CONTRACTOR will use the proposed methodology, information and data to conduct an analysis of final GHG reduction measures in the CCAP to develop a qualitative and quantitative discussion of the expected benefits (and disbenefits) to frontline communities (including direct and indirect benefits), following EPA's guidance document "*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*." CONTRACTOR will document peer-reviewed literature, reports, and data that support its analysis. CONTRACTOR will submit its assessment to DISTRICT and its partners for review and feedback. This task may require up to three (3) meetings with DISTRICT and/or other partners to discuss the approach and draft results.



Deliverables:

- Quantitative (where possible) and qualitative assessment of CCAP measures across vulnerability and equity indicators.
- Complementary memo documenting and summarizing analysis results.
- Agendas and summary notes from up to 3 meetings with DISTRICT and other partners to discuss analysis.

**Task 4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology**

CONTRACTOR will submit a draft summary of the benefits analysis for inclusion in the CCAP report documenting the results and the methodology from Tasks 4.1 and 4.2. DISTRICT will review the draft summary and suggest modifications, as needed. CONTRACTOR will provide a final summary report that addresses DISTRICT's comments and edits.

Deliverables:

- Draft summary report of benefits analysis.
- Final summary report documenting methodology and analysis results.

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**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at the hourly rates listed in Table 1, Hourly Rates to complete the work outlined in the Scope of Work, up to a maximum amount of \$249,000. Total payments for labor for each task shall not exceed the amount listed for each task in Table 2, Maximum Labor Cost Per Task, unless DISTRICT provides written approval to reallocate funds from a different task. Reimbursable expenses will be billed at the cost incurred by CONTRACTOR, up to the maximum amount of \$38,950. Reimbursable expenses shall not exceed the amounts listed in Table 3, Reimbursable Expenses. Payments will be made in accordance with Section 8 (Payment) of this Contract.

**Table 1: Hourly Rates**

<b>Key Staff</b>	<b>Hourly Rate</b>
Andrea Martin	\$280
Maddie Seibert	\$205
Alicia Fennell	\$170
Celine Fujikawa	\$150
Mona Abboud	\$185
Vanessa Zamora	\$145
Julie Stein	\$265
Andrea Baker	\$185

**Table 2: Maximum Labor Cost Per Task**

<b>Task</b>	<b>Maximum Cost</b>
<b>Task 1. Project Management</b>	<b>\$26,635</b>
<b>Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan GHG Reduction Measures</b>	<b>\$19,030</b>
2.1 Develop Methodology and Collect Information	\$5,060
2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities	\$10,800
2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology	\$3,170
<b>Task 3. Provide Key Assumptions for GHG Projections in CCAP</b>	<b>\$170,055</b>
3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with the Air District, the AWG, and Partners	\$8,255
3.2 Execute the Stakeholder Engagement Approach in Partnership with the Air District, AWG, and Partners	\$153,230
3.3 Final Summary Report for CCAP Engagement	\$8,570
<b>Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures</b>	<b>\$33,190</b>
4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach	\$5,060
4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities	\$23,760
4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology	\$4,370
<b>Total</b>	<b>\$248,910</b>

**Table 3: Reimbursable Expenses**

<b>Expense</b>	<b>Maximum Cost</b>
Compensation for Coalition partners	\$15,000
Compensation for community members	\$5,000
Travel	\$1,500
Online feedback forum	\$1,500
Translation of outreach and event materials	\$15,950
<b>Total</b>	<b>\$38,950</b>

**Total Cost of Contract Not to Exceed \$287,860.**

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: December 20, 2023

Re: Authorization to Execute a Contract with CPS HR Consulting

RECOMMENDED ACTION

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with CPS HR Consulting for an amount not to exceed \$211,250 for a term of 13 months.

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 performance management process and system be revamped and improved.

DISCUSSION

A Request for Proposal (RFP) was issued to find a qualified consultant to facilitate the changes and provide the following services:

- Assesses and reviews the Air District's current performance management philosophy, methodology, policies, procedures, processes, and practices.
- Designs, develops, and trains the new performance management methodology, policies, procedures, processes, and practices.
- Assists in identification and implementation of the new performance management system

The Air District received four submissions in response to this RFP. The proposals were reviewed by a four-member panel. The panel’s total scores are provided below:

<b>Vendor</b>	<b>Total Score</b>
<b>CPS HR Consulting</b>	<b>77.5</b>
<b>Guidehouse, Inc.</b>	<b>62.5</b>
<b>Mercer LLC</b>	<b>41.75</b>

The fourth vendor, NeoGov/GovernmentJobs was disqualified due to submitting a proposal that did not adhere to the bid instructions.

Based on the pre-determined criteria, the panel determined that CPS HR Consulting is best qualified for this project based on their extensive expertise in successfully managing similar HR consulting engagements with government agencies and team of dedicated consultants with decades of relevant experience. The cost of their proposal is competitive and cost-effective, and their proposed approach incorporates best practices for the public sector and aligns with the Air District’s needs and objectives.

**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: Somphanat Phengphanh  
Reviewed by: Hyacinth Hinojosa

**ATTACHMENTS:**

- 1. Draft Contract No. 2023.233 - CPS HR Consulting

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.233**

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 **Cooperative Personnel Services dba CPS HR Consulting** (“CONTRACTOR”) whose address is 2450 Del Paso Road, Suite 220, Sacramento, CA 95834.
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 date of Contract execution to January 31, 2025 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. 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 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, , and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.

C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:

i) Each invoice, including supporting documentation, shall be prepared on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: 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 \$211,250.
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 \$211,250. 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  
[jyu@baaqmd.gov](mailto:jyu@baaqmd.gov)

CONTRACTOR: CPS HR Consulting  
2450 Del Paso Road, Ste 220  
Sacramento, CA 95834  
Attn: Jeff Hoye

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. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
  - A. Observe complete confidentiality with respect to such information, including, without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information, and to assure by agreement or otherwise, that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever, whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information, or any part thereof, by any person or entity other than those authorized by this section. Take, at CONTRACTOR's expense but at DISTRICT's option, and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued

confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

15. PUBLICATION

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

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

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

CPS HR CONSULTING

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

By: \_\_\_\_\_  
Vicki Quintero Brashear  
Director of Products and  
Services

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

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

Approved as to form:  
District Counsel

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

DRAFT

## ATTACHMENT A

### SCOPE OF WORK

#### **Overview**

DISTRICT seeks assistance to identify, improve and revamp its current performance evaluation and management methodologies, policies, procedure and systems. CONTRACTOR has experience assisting government agencies and shall provide services to DISTRICT in planning, design and development, implementation, and review.

#### **Phase 1 – Planning/Analysis**

CONTRACTOR shall provide services to assess and review DISTRICT's current performance management philosophy, methodology, policies, procedures, processes, and practices. CONTRACTOR's services shall include:

**1.1 Conducting a Project Kick-off Meeting.** CONTRACTOR will conduct a kick-off meeting designed to provide introductions, establish project communications and logistics, and review the overall work plan and schedule. CONTRACTOR shall accommodate any DISTRICT refinements to the work plan or design. Following this meeting, CONTRACTOR will provide an updated project work plan and schedule to DISTRICT.

*Deliverables:*

- Project alignment amongst CONTRACTOR's project team, DISTRICT project manager, and DISTRICT's designated executive sponsor.
- Communication strategy that employs best practices.
- Updated project work plan and schedule.

**1.2 Identifying stakeholders and develop a consultation plan.** In collaboration with DISTRICT, CONTRACTOR shall identify initial key DISTRICT stakeholders. CONTRACTOR shall work with DISTRICT stakeholders to:

- a. Understand DISTRICT stakeholders' needs in terms of greater operational performance through one-on-one meetings with CONTRACTOR;
- b. Communicate the key role DISTRICT stakeholders play in having direct supervisors and staff understand the value of this project to DISTRICT and their particular departments,
- c. Communicate to DISTRICT stakeholders that staff have a vested interest in clear job goals, an ability to develop at least one learning goal, and that the role of staff's supervisor is to serve as their coach and help problem-solve as staff seeks to achieve their performance plan and find time to develop or learn a new skill.

*Deliverables:*

- List of DISTRICT stakeholders engaged.
- Consultation and communication plan.

**1.3 Reviewing DISTRICT strategic plan, objectives, and result metrics.** CONTRACTOR shall review and provide analysis of DISTRICT's strategic and operational planning and map out how employee's individual goals correlate to broader DISTRICT goals.

*Deliverables:*

- Analysis/Mapping across DISTRICT leadership and divisions.

**1.4 Evaluating the current DISTRICT performance management methodology, processes, system (IT), and policy to make recommendations for improvement or the development of a new process.** CONTRACTOR shall evaluate DISTRICT's current systems and provide recommendations to improve upon DISTRICT's existing systems to minimize the degree of change for DISTRICT.

*Deliverables:*

- Process map of the current performance management process that indicates tasks, information flow, and people (roles and responsibilities to act).

**1.5 Developing a project plan and schedule, including change management and communication plans.** In collaboration with DISTRICT, CONTRACTOR shall develop a plan for when key tasks are to take place (one-on-one interviews, surveys, focus groups, project meetings, periodic reports). CONTRACTOR will create a communication strategy in line with change management best practices that will inform project key stakeholders what's been achieved as CONTRACTOR move through the project. CONTRACTOR shall provide progress on current tasks, the progress being made, and what to expect next. In collaboration with DISTRICT, CONTRACTOR shall develop a formal communication strategy to help CONTRACTOR include key stakeholder input and keep DISTRICT and its staff informed as to project purpose, objectives, and desired outcomes. CONTRACTOR shall conduct meetings with the project manager and will provide timely updates on progress and achievement. In that same meeting or a separate meeting with DISTRICT's designated executive sponsor, CONTRACTOR shall share any issues either on DISTRICT's side or CONTRACTOR's side that is not allowing the project to move forward as planned on time, and on budget.

*Deliverables:*

- Project schedule of when key tasks will take place to include who will be involved, who needs an invite to block their schedules.
- An aligned communication strategy that informs all staff involved as to their role and participation.
- Ongoing project progress and achievement meetings to be held via Microsoft Teams™ . Teams™ will also be used to maintain all documents, progress reports and other working papers.

**1.6 Benchmarking DISTRICT's performance management process and performance indicators against other relevant agencies.** In collaboration with DISTRICT, CONTRACTOR shall either:

1. Gather the current performance management process from up to five (5) other special districts or local government agencies as identified by DISTRICT; or



2. Seek input as to how each special district or local government handle the various needs for improvement within DISTRICT's performance management system. DISTRICT shall provide a scripted message to CONTRACTOR to provide to up to five (5) benchmark agencies of DISTRICT's choosing asking for their cooperation and for providing the information. CONTRACTOR will evaluate the results of at least three (3) responding benchmark agencies DISTRICT has chosen. If CONTRACTOR does not receive at least three (3) responses, DISTRICT shall choose additional benchmark agencies and provide to CONTRACTOR.

*Deliverables:*

- Key performance management information from three (3) to five (5) benchmark agencies useful in finalizing recommendations and to serve as network partners to DISTRICT's HR team for ongoing sharing of proven successful performance management strategies and tasks.

**1.7 Reviewing individual performance management scorecards.** CONTRACTOR will review the current individual performance management scorecards to assess for timely activity, best practice leading and lagging indicators, alignment with what's shared in the key interviews, survey, and focus groups and improvements as working and in need of improvement.

*Deliverables:*

- Reviewed and analyzed current performance management scorecards.

**1.8 Examining the linkages between performance management and employee motivation.** CONTRACTOR shall conduct survey and focus groups to determine where the current performance management process motivates staff to focus on performance improvement and development. CONTRACTOR shall provide an analysis of identified linkages to DISTRICT and missing linkages will be identified as part of the set of recommendations needed for overall improvement.

*Deliverables:*

- Analysis of linkages currently in place and missing linkages provided in a summary briefing and part of Phase 1 observations findings.

**1.9 Preparing and Presenting Phase 1 Planning/Analysis Report.** Following DISTRICT review of CONTRACTOR's Phase 1 draft report, CONTRACTOR shall accommodate and address DISTRICT comments and issues raised. and shall addressed the concerns in the final report. CONTRACTOR's final Phase 1 report and updated documents shall include responses to all issues raised.

*Deliverables:*

- Draft and Final Phase 1 report complete with findings presented in written and verbal report out to DISTRICT's designated project manager and project sponsor.

## **Phase 2 - Design & Development**

CONTRACTOR shall provide services to design and develop DISTRICT's new performance management methodology, policies, procedures, processes, and practices. The tasks in this phase include, but are not limited to:

**2.1 Designing a framework for setting individual employee performance objectives aligned with the Air District's strategic plan.** CONTRACTOR will design and provide a cascading performance framework that begins with DISTRICT's strategic plan, cascades through area operational plans (if available), and links to the individual's development plan.

*Deliverables:*

- Strategic performance plan framework that cascades from strategic plans to operational plans (if available) to area or department plans (if available) to individual performance plans.

**2.2 Developing a new performance management philosophy, methodology, policy, procedures, and principles for individual performance scorecards. This may include recommendations for changes to existing information systems or specifications for a new system dedicated to performance evaluations management.** CONTRACTOR will provide an updated and improved performance management process, in the form of a desired stated performance management system, with a focus on tasks, information flow, and all staff roles, responsibilities and expectations.

*Deliverables:*

- New performance management system process map and aligned draft report that links CONTRACTOR's findings and recommendations.

**2.3 Establishing performance anchors to guide evaluation criteria.** CONTRACTOR will provide standardized performance templates that anchor job goals, and development goals in measurable terms. Upon DISTRICT request, CONTRACTOR shall provide a link to DISTRICT's core values. This allows DISTRICT to score staff members goal achievement (the what) and how they behaved in interacting with team staff to achieve their goals.

*Deliverables:*

- Properly anchored job goal setting and evaluation criteria.

**2.4 Creating linkages between performance management and employee motivation.** As indicated in Phase 1, Task 1.8 CONTRACTOR will identify linkages between performance management and employee motivation. Without a pre- and post- employee motivation survey that links to performance management, CONTRACTOR shall rely on anecdotal data. If further objective data is required, CONTRACTOR shall provide its survey to DISTRICT to allow DISTRICT to run the survey after each performance cycle to use as a continuous improvement tool.

*Deliverables:*

- Anecdotal and survey-driven linkages between performance management and employee motivation provided in a draft report along with a copy of the survey questions used in CONTRACTOR's performance management system survey.

**2.5 Providing comprehensive skills transfer and training materials on the new performance methodology, policy, and processes to the Air District.** CONTRACTOR shall provide training to all key DISTRICT stakeholders to include management, HR, direct supervisors and staff. CONTRACTOR will also develop and provide to DISTRICT written development instructions on the new performance management system.

*Deliverables:*

- Draft and final training and development instructions on the new performance management system.

**Phase 3 – Implementation & Pilot**

CONTRACTOR shall provides services related to implementation and piloting including:

**3.1 Offering expert-level subject matter consultation and project management assistance for the implementation of the new information system.** CONTRACTOR will provide implementation consultation and project management assistance as requested by DISTRICT in the new information system.

*Deliverables:*

- Ongoing consultation and project management assistance (to ensure recommendations take hold, action plans are created among cross-functional key stakeholders, and progress is tracked and shared).

**3.2 Training relevant stakeholders on the new Performance Management Philosophy, methodology, and processes.** CONTRACTOR shall train key DISTRICT staff including: direct supervisor and his / her manager and staff. DISTRICT's management's new role will be to ensure cascading strategic / operational goals cascade to the direct supervisor and staff. The direct supervisors new role will be to learn to act in the role of coach and problem-solver. Staff's new role will be to participate in clear and understandable job goals and learning goal. Further staff are trained to expect the direct supervisor to support them as coach and problem-solver. Staff's role is to ask for help along the way as needed.

*Deliverables:*

- Trained key stakeholders on the new performance management process.

**3.3 Providing consultation for the pilot of the new performance management system in identified business areas.** CONTRACTOR shall identify gaps between policy and practice and provide suggestions for improvement with feedback from management, direct supervisors, and staff. CONTRACTOR will provide consultation for the pilot of the new performance management system. Key to a successful pilot is the collaboration and cooperation between

management, direct supervisors, staff, and HR in prior performance management systems. In consultation with DISTRICT, CONTRACTOR will pilot the new performance management system in business areas willing to participate.

*Deliverables:*

- Consultation for the pilot of the new performance management system in identified business areas.

**3.4 Facilitating a change management process involving all stakeholders to transition to the new performance evaluation methodology.** CONTRACTOR will facilitate a two-way communication strategy and provide coaching through previously identified training as well as coaching needed as needed during the implementation and when the process is underway.

*Deliverables:*

- Communication strategy and coaching support and assistance involving all key stakeholders.

**3.5 Reviewing and improving linkages between performance management, motivation, and other people-related processes.** CONTRACTOR shall review and engage in collaborative conversations to identify additional linkages that may be reviewed and developed. The usual people-related process linkages are with the onboarding process (6-month performance plan), employee engagement (engagement, motivation, and sense of equity and merit), training & development, promotional process, succession planning, and any financial linkage such as performance bonuses or merit based pay raises.

*Deliverables:*

- Identified linkages between performance management, motivation, and other people-related processes.
- List of additional linkages that may be reviewed and developed.

**Phase 4 - Monitor, Review, and Expand Program**

CONTRACTOR shall provide services related to program monitoring, review, and expansion including:

**4.1 Producing a comprehensive report on performance management results and outcomes during the implementation and pilot phase.** CONTRACTOR will provide performance management results in terms of progress against planned actions during the implementation and pilot phase. CONTRACTOR will also report out on desired outcomes and deliverables achieved during the implementation and pilot phase. CONTRACTOR shall provide the performance management progress and achievement report template to DISTRICT for all future cycles.

*Deliverables:*

- Performance management results to track performance management progress and achievement throughout the implementation and pilot phase (as well as

future cycles of the new performance management system).

**4.2 Facilitating the expansion of the program for organizational adoption.** Following a successful pilot, CONTRACTOR, in coordination with DISTRICT, will facilitate the expansion of the new performance management program for the remaining DISTRICT departments.

*Deliverables:*

- Status, summary, and feedback report of roll out.

**4.3 Developing an after-care program to provide support for the implementation, effective skills transfer, and guidance on conducting performance management for a period of 2-3 months post the performance review cycle.** In collaboration with DISTRICT, CONTRACTOR shall develop an after-care program for continuous improvement in support of implementation, effective skills transfer from CONTRACTOR to DISTRICT HR staff, and guidance on conducting performance management.

*Deliverables:*

- Fully developed after-care program for DISTRICT, including written instructions and direct training.

**Tentative Project Schedule:**

### Bay Area Quality Management District - Performance Evaluation System

Phase 1 - Planning/Analysis	
Task - Scope	Timeframe
Task 1.1. Project Kick-off Meeting	Week 1
Task 1.2 - Identify stakeholders and develop a consultation plan	Weeks 1-2
Task 1.3 - Review the Air District's strategic plan, objectives, and result metrics	Weeks 1-3
Task 1.4 - Evaluating the current Air District performance management program to make recommendations for improvement or the development of a new process	Weeks 2-5
Task 1.5 - Developing a project plan and schedule, including change management and communication plans	Weeks 4-6
Task 1.6 - Benchmarking the Air District's performance management process and performance indicators against other relevant agencies	Weeks 7-12
Task 1.7 - Reviewing individual performance management scorecards	Weeks 3-7
Task 1.8 - Examining the linkages between performance management and employee motivation	Weeks 5-13

Task 1.9 - Prepare and Present Phase 1 Planning/Analysis Report	Weeks 15-16
<b>Phase 2 -Design &amp; Development</b>	
Task 2.1 - Design a framework for setting individual employee performance objectives aligned with the Air District's strategic plan	Weeks 16-17
Task 2.2 - Develop a new performance management structure for individual performance scorecards and information system dedicated to performance evaluations management	Weeks 16-18
Task 2.3 - Establish performance anchors to guide evaluation criteria	Weeks 16-19
Task 2.4 - Create linkages between performance management and employee motivation	Weeks 16-20
Task 2.5 - Provide comprehensive skills transfer and training materials on the new performance methodology, policy, and processes to the Air District	Weeks 16-21
<b>Phase 3 - Implementation Activities</b>	
Task 3.1 - Offer expert-level subject matter consultation and project management assistance for the implementation of the new information system	Weeks 21-36
Task 3.2 - Train relevant stakeholders on the new Performance Management Philosophy, methodology, and processes	Weeks 21-36
Task 3.3 - Provide consultation for the pilot of the new performance management system in identified business areas	Weeks 36-38
Task 3.4 - Facilitate a change management process involving all stakeholders to transition to the new performance evaluation methodology	Weeks 36-42
Task 3.5 - Review and improve linkages between performance management, motivation, and other people-related processes	Weeks 21-36
<b>Phase 4 - Monitor, Review, and Expand Program</b>	
Task 4.1 - Producing a comprehensive report on performance management results and outcomes during the implementation and pilot phase	Weeks 21-42
Task 4.2 - Facilitating the expansion of the program for organizational adoption	Weeks 42-48
Task 4.3 - Developing an after-care program to provide support and guidance on for a period of 2-3 months post the performance review cycle	Weeks 48-52

**ATTACHMENT B**

**COST SCHEDULE**

Following completion of each task, DISTRICT shall pay CONTRACTOR a fixed fee in accordance to the Project Plan Summary Costs tables below. CONTRACTOR shall invoice DISTRICT monthly for tasks completed in the prior month. DISTRICT shall pay CONTRACTOR within thirty (30) days following DISTRICT receipt and approval of CONTRACTOR’s invoice.

CONTRACTOR shall assign the following personnel to the project:

<b>Name</b>	<b>Title/Role</b>
Jeff Hoye	Project Leader
Chris Atkinson	Project Manager
Paula North	HR Project Consultant
Greg Hammond	HR Project Consultant
Aretha Franklin-Benavides	HR Project Consultant

**Project Plan Summary Costs**

<b>Phase 1 - Planning/Analysis</b>		
<b>Task - Scope</b>	<b>Amount</b>	<b>Subtotal</b>
Task 1.1. Project Kick-off Meeting	\$ 1,350	
Task 1.2 - Identify stakeholders and develop a consultation plan	\$ 9,000	
Task 1.3 - Review the Air District's strategic plan, objectives, and result metrics	\$ 6,000	
Task 1.4 - Evaluating the current Air District performance management program to make recommendations for improvement or the development of a new process	\$ 6,750	
Task 1.5 - Developing a project plan and schedule, including change management and communication plans	\$ 8,400	
Task 1.6 - Benchmarking the Air District's performance management process and performance indicators against other relevant agencies	\$ 11,100	
Task 1.7 - Reviewing individual performance management scorecards	\$ 6,000	
Task 1.8 - Examining the linkages between performance management and employee motivation	\$ 8,400	
Task 1.9 - Prepare and Present Phase 1 Planning/Analysis Report	\$ 8,400	
		<b>\$ 65,400</b>

<b>Phase 2 -Design &amp; Development</b>		
Task 2.1 - Design a framework for setting individual employee performance objectives aligned with the Air District's strategic plan	\$ 5,850	
Task 2.2 - Develop a new performance management structure for individual performance scorecards and information system dedicated to performance evaluations management	\$ 10,050	
Task 2.3 - Establish performance anchors to guide evaluation criteria	\$ 9,450	
Task 2.4 - Create linkages between performance management and employee motivation	\$ 8,550	
Task 2.5 - Provide comprehensive skills transfer and training materials on the new performance methodology, policy, and processes to the Air District	\$ 15,150	
		<b>\$ 49,050</b>

<b>Phase 3 - Implementation Activities</b>		
Task 3.1 - Offer expert-level subject matter consultation and project management assistance for the implementation of the new information system	\$ 5,250	
Task 3.2 - Train relevant stakeholders on the new Performance Management Philosophy, methodology, and processes	\$ 17,550	
Task 3.3 - Provide consultation for the pilot of the new performance management system in identified business areas	\$ 6,750	
Task 3.4 - Facilitate a change management process involving all stakeholders to transition to the new performance evaluation methodology	\$ 7,500	
Task 3.5 - Review and improve linkages between performance management, motivation, and other people-related processes	\$ 8,250	
		<b>\$ 45,300</b>

<b>Phase 4 - Monitor, Review, and Expand Program</b>		
Task 4.1 - Producing a comprehensive report on performance management results and outcomes during the implementation and pilot phase	\$ 13,500	
Task 4.2 - Facilitating the expansion of the program for organizational adoption	\$ 12,000	



Task 4.3 - Developing an after-care program to provide support and guidance on for a period of 2-3 months post the performance review cycle	\$ 9,000	
		<b>\$ 34,500</b>
<b>Total</b>		<b>\$194,250.00</b>

**Reimbursable Expenses**

The above plan summary costs assumes meetings are held virtually. In the case 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. Actual out-of-pocket expenses for such items as well as printing/copying, binding, and postage/delivery charges are reimbursable at cost. CONTRACTOR shall not mark-up expenses. The total not to exceed amount for reimbursable expenses shall not exceed **\$17,000**.

**Total cost of Contract not to exceed \$211,250.**

DRAFT



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

# ATTACHMENT C

## Contractor Travel Policy

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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 20, 2023

Re: Authorization to Amend Contract with the Public Health Institute’s Regional Asthma Management and Prevention (RAMP) Program to Support the Home Air Filtration Program

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to execute Amendment 2 of the professional services Contract No. 2022.143 with Public Health Institute’s Regional Asthma Management and Prevention (RAMP), to extend the contract end date from January 30, 2024 to January 31, 2025 and to increase the contract amount by \$36,075 to a total contract limit of \$120,075 to continue to provide liaison and support services to Asthma Mitigation Project partners in the Air District’s Home Air Filtration Program.

**BACKGROUND**

The Board initially approved funding for this professional services agreement (Contract No. 2022.143) on July 20, 2022 in the Board’s Authorization to Use California Air Resources Board (CARB) Supplemental Environment Project (SEP) Funds and \$1 Million Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs. This portion of the Authorization reads: “These combined funding sources will be used in the following ways:

1. Use of \$231,000 for the purchase of air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease.
2. Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute).”

With the funds allocated in July 2022 from the Wildfire Mitigation Designation General Fund Reserves, the Air District entered into individual Memorandum of Understanding (MOU) agreements with six California Asthma Mitigation Program (AMP) partners to distribute air filters to low-income clients with respiratory illness. Most of these six AMP MOUs expire on December 31, 2023, yet there are funds still remaining for the distribution of air filters to low-income clients.

In July 2023, the Board approved Amendment 1, which extended RAMP’s professional services contract end date to January 30, 2024, with an additional \$15,000 from the Community Engagement Office for continued liaison and other support services. Amendment 1’s task order allowed RAMP to serve as a liaison with Asthma Mitigation Project (AMP) community partners in the distribution of air filters and the collection of client-level data. Amendment 1 also included a new Task 5 for RAMP to provide research information on various types of air filters, on the effectiveness of their chemical and mechanical qualities (e.g. UV, ozone, HEPA), and on the effects of these filter qualities on health to the Air District for use in the creation of a new Air District Request for Quotes (RFQ) for air filter vendors. This Task 5 is anticipated to end by January 30, 2024.

At the November 1, 2023 Board meeting, the following Board Authorization was also approved, expanding program eligibility to clients without lung conditions and providing more funding flexibility across strategies. This allows staff to respond to the requests of our community partners to both have more flexibility in the eligibility for air filter units and to have funding to support partners’ staff time and administrative costs to distribute the filters. The six AMP partners are currently considering extending and increasing their MOUs to continue delivering air filtration units to their clients.

“Recommend the Board of Directors authorize the Executive Officer/ APCO to allocate any and all remaining Wildfire Mitigation Designation funds to execute contracts within any of the Home Air Filtration Program partners and categories, including any clients of agencies who received Asthma Mitigation Project (AMP) state funding, any clients of local health centers or community-based organizations including organizations in West Oakland and Richmond, and any James Cary Smith Community Grantee. This shift would allow the flexibility to respond to partner capacity and needs with the goal of distributing home air filters and filter replacements more widely and efficiently.”

RAMP has already completed Task 1 through Task 4 of the contract and completed the following deliverables.

- Tasks 1 and 2: RAMP served as a liaison with community partners for the distribution of air filters and collection of client-level data.
- Task 3: RAMP developed a fact sheet on air cleaner instructions, as well as a community education fact sheet to make connections between wildfire smoke, respiratory health, and the air filters. These fact sheets were translated into six languages, disseminated to community partner agencies and posted on the RAMP website.
- Task 4: RAMP, and one of the AMP community partners, Breathe CA, presented at the November 1, 2023 Board meeting on highlights from RAMP’s Case Study report showing that this program has been reaching primarily low-income Latinos and African Americans with lung conditions in Bay Area communities that are most impacted by air pollution and lessons learned for the Air District’s partnership with AMP agencies.

## DISCUSSION

The proposed Amendment 2 of Contract No. 2022.143 with PHI's RAMP will continue Task 1 to allow for the continued liaison support with AMP partners to distribute air filters and to collect client-level data on the recipients of the air filters. Amendment 2 will also add a new Task 6 which will allow for staff to respond to AMP partner requests for financial support of the administrative costs incurred with the distribution of air filters and client-level data reporting. Through Task 6, RAMP would be able to provide a pass-through funding mechanism to support each AMP partner agency with an additional \$2,000 in 2024 for staff time and administrative costs incurred with the distribution of air filters and client-level data reporting. Out of the \$36,075 in additional funding to RAMP for Amendment 2, \$12,540 would be allocated for \$12,000 in direct payments to the six AMP partners' administrative costs plus 4.5% in indirect costs (\$540) from the Public Health Institute for this pass-through funding service. The total amount for RAMP services for the year would be the remaining \$23,535. The MOUs for each AMP partner will also be extended for an additional year through December 31, 2024 with no-cost extensions to allow for the purchase and distribution of air cleaners and replacement filters with the remaining MOU budget funds.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Per the Board's approval on July 20, 2022, the Community Engagement Division's Fiscal Year 2023 budget was amended and augmented by a \$1 million transfer from the Wildfire Mitigation Designation General Fund Reserves. Funds for the \$36,075 for Amendment 2 come from a reallocation of remaining funding, approved on November 1, 2023 by the Board.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Amy Smith  
Reviewed by: Suma Peesapati

## ATTACHMENTS:

1. Original Executed Contract No. 2022.143 - PHI RAMP
2. Contract No. 2022.143 - Amendment 1 - PHI RAMP
3. Draft Contract No. 2022.143 - Amendment 2 - PHI RAMP

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2022.143**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Public Health Institute** (“CONTRACTOR”) whose address is 555 12th Street, Suite 600, Oakland, CA 94607.
  
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services 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. CONTRACTOR has a program for Regional Asthma Management and Prevention, which is pertinent to the DISTRICT and this Agreement.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. **TERM** – The term of this Contract is from date of Contract execution to July 31, 2023, unless further extended by amendment of this Contract in writing or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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



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

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

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: 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 \$69,000.
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 \$69,000. 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: Anna Lee

CONTRACTOR: Public Health Institute  
555 12th Street, Suite 600  
Oakland, CA 94607  
Attn: Darneshia Blackmon

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

following expiration or termination of the Contract.

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing. DISTRICT agrees to grant CONTRACTOR a nontransferable, non-exclusive, irrevocable, worldwide, royalty-free license to use such intellectual property for its own purposes.

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. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

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

17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to

security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely

upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- 25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
- 26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
- 27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

PUBLIC HEALTH INSTITUTE

By: DocuSigned by:  
*Veronica Eady*  
 \_\_\_\_\_  
 Sharon Landers  
 Interim Executive Officer/APCO

By: *Darneshia S. Blackmon*  
 \_\_\_\_\_  
 Darneshia Blackmon  
 Director-Bid & Proposal

Date: 9/19/2022

Date: 9/9/2022

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 9/19/2022  
 \_\_\_\_\_  
 Alexander G. Crockett  
 District Counsel

## ATTACHMENT A

### SCOPE OF WORK

**Overview:**

DISTRICT seeks services to distribute portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations. Regional Asthma Management and Prevention, a program of Public Health Institute (CONTRACTOR) works to reduce the burden of asthma with a focus on health equity. CONTRACTOR works with the Asthma Mitigation Program (AMP) partners by providing capacity-building, creating linkages, and policy and systems changes targeting the root causes of asthma disparities.

The Asthma Mitigation Project, which is part of the California Department of Health Care Services, awarded \$12 million in funding and technical support to Sierra Health Foundation to offer asthma home visiting services to low-income, communities of color which have disproportionate rates of asthma. The services offered are delivered in a culturally sensitive manner and in various languages. CONTRACTOR will provide the following services to support the distribution of home air filters to mitigate the impacts of wildfire smoke and air pollution on Bay Area's most vulnerable populations, including low-income communities and populations with asthma or other respiratory illnesses. The seven (7) AMP partners include the following organizations with asthma home visiting programs, and they collectively provide a range of health services to vulnerable residents throughout the Bay Area, including home visiting services with individuals that have poorly controlled asthma:

- Roots Community Health Center
- Lifelong Medical Care
- Breathe California
- Alameda County Public Health Department
- Contra Costa Health Services
- San Mateo County Family Health Services
- Santa Rosa Community Health Centers

**CONTRACTOR will:**

- Coordinate with the Bay Area AMP partners to collect air filter (also known as air cleaner or air purifier) orders and data regarding air filter recipients. Share compiled orders and data with Air District staff.
- Develop a fact sheet to 1) make connections between wildfire smoke, respiratory health and the air filters and 2) educate clients of AMP partners about the proper use of the air filters. CONTRACTOR will develop these materials with input from local community health workers.
- Produce a case study about the AMP program, including:
  - its impact on the lives of clients that are vulnerable to wildfire smoke and poor air quality,
  - feedback to inform further partnerships,
  - recommended process improvements, and
  - program success stories.

The case study will be informed by AMP partners, community health workers and clients.

**Work Plan:**

**Task 1: Serve as a coordinator and liaison between the DISTRICT and seven participating asthma home visiting programs.**

- 1.1 CONTRACTOR will request air filter distribution data for each of the seven asthma home visiting programs on a quarterly basis. Data will include zip code, age, race/ethnicity, primary language.
  - 1.1.1 CONTRACTOR will also compile the data and send the information to DISTRICT staff.
- 1.2 CONTRACTOR will facilitate the requests for the purchase of air filters for each of the seven asthma home visiting programs. DISTRICT will purchase the air filters directly from the distributor and have the air filters delivered to the asthma home visiting program at the delivery location that the program chooses.
  - 1.2.1 CONTRACTOR will provide the opportunity for asthma home visiting programs to order request air filters on a monthly basis and will compile order information and send to DISTRICT staff.
  - 1.2.2 DISTRICT and CONTRACTOR will solve problems related to orders as they arise.

**Deliverables:**

1. *Act as a coordinator/liaison between AMP partners and District*
2. *Provide a copy of compiled data from AMP partners in excel format*
3. *Email District a compilation of monthly orders for air filters*
4. *Contact District to address air filter issues as needed.*

**Task 2: Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients. The Programs will seek to increase program reach and ensure the recipients of air filters will be low-income individuals with asthma or another lung-related illness.**

- 2.1 CONTRACTOR will assess the interests of the seven participating asthma home visiting programs in expanding air filter distribution. CONTRACTOR will inform interested parties of the eligibility criteria and data reporting requirements. If criteria and requirements are met, CONTRACTOR will direct interested parties to DISTRICT.
- 2.2 CONTRACTOR will facilitate air filter distribution data and requests for the purchase of air filters, using the processes described in Task 1.1 and 1.2. To this end, CONTRACTOR will create a data tracking spreadsheet and provide this to AMP partners so that programs can indicate whether reach recipient is an AMP or non-AMP client in addition to providing the necessary data for the project.

**Deliverables:**

1. *Contact home visiting programs and inquire program interest and liaise with District*
2. *Collect and request quarterly reports from interested partners*
3. *Collect and provide copy of compiled data*

**Task 3: Create fact sheet for clients on reducing their exposure to wildfire smoke.**

- 3.1. CONTRACTOR will convene its Community Health Worker (CHW) Advisory Group to provide initial input on the fact sheet development. The CHW Advisory Group is an



existing network that RAMP convenes of Community Health Workers throughout the Bay Area to provide education, information, policy opportunities, resources and connections. Community Health Workers work directly with public health clients and have expertise on health risk education and communications to vulnerable communities/ target populations.

- 3.2. CONTRACTOR will reconvene the CHW Advisory Group, after researching and drafting the materials, to field-test the fact sheet. For each meeting, participating CHWs will receive a \$50 gift card each. CONTRACTOR will also seek feedback from the seven asthma home visiting programs and DISTRICT staff.
- 3.3. CONTRACTOR will share the final factsheet with DISTRICT in English to have educational materials, such as fact sheets, translated into Spanish, Arabic, Chinese, Tagalog, and Vietnamese.

**Deliverables:**

1. *Fact sheet in English on reducing exposure to wildfire smoke*
2. *Summary and feedback from Community Health Worker advisory (1 - 3 meetings)*
3. *Accounting Summary of compensation (gift cards) for CHW recipients*

**Task 4: Create a case study of the Home Air Filtration Program**

- 4.1. CONTRACTOR will meet with home visiting programs and DISTRICT staff to seek input on key lessons learned, and documentation, such as quotes and photos, from the project.
- 4.2. CONTRACTOR will work with partner organizations to provide clients with the option to anonymously provide feedback on the value of a) receiving the air cleaner, and b) receiving the instructions and education provided along with the air cleaner. CONTRACTOR will incorporate this feedback throughout the case study.
- 4.3. CONTRACTOR will work with DISTRICT staff to edit and review the case study.
- 4.4. CONTRACTOR will present to DISTRICT staff, asthma stakeholders across the state, and other audiences identified by DISTRICT staff that seek to adopt similar programs.

**Deliverables:**

1. *Create, review and edit case study report*
2. *Gather feedback and incorporate from AMP partners*
3. *Develop a presentation and present case study (1-2 presentations)*

**ATTACHMENT B****COST SCHEDULE**

DISTRICT will pay CONTRACTOR an hourly rate according to the rates below for the services described in Attachment A, Scope of Work and up to the Not to Exceed budget in the table below. CONTRACTOR will invoice DISTRICT monthly for the hours worked in the prior month. Invoicing and payments will be made in accordance with Section 8, Payment, of this Contract.

<b>STAFF</b>	<b>TITLE</b>	<b>HOURLY RATE</b> *Rates provided are fully burdened
Anne Kelsey Lamb	Director	\$168.44
Joel Ervice	Associate Director	\$162.28
Nilo Ventura	Program Administrator	\$127.10
Sharifa Lowe	Research Associate	\$61.84
Melanie Newcomb	Administrative Assistant	\$73.31

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
1	<b>Act as a Coordinator and Liaison between the Air District and seven participating asthma home visiting programs</b>	\$12,000
2	<b>Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients.</b>	\$7,000
3	<b>Create fact sheet for clients on reducing their exposure to wildfire smoke.</b>	\$20,000
4	<b>Create a case study of the Home Air Filtration Program</b>	\$30,000
<b>Budget NTE:</b>		<b>\$69,000</b>

**Total Cost of Contract not to exceed \$69,000.**

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.143**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, July 10, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Public Health Institute** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for services related to the distribution of portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations, including fact sheet creation and case study development (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 9, 2022, and on behalf of DISTRICT on September 19, 2022.
2. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now January 30, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$69,000” with “\$84,000.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$69,000” with “\$84,000.”
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 to refer to Attachment A-1, Scope of Work.

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

PUBLIC HEALTH INSTITUTE

By: DocuSigned by:  
*Philip Fine*  
 Philip M. Fine  
 Executive Officer/APCO

By:   
 Rebecca Silva  
 Senior Director of Grants & Contracts

Date: 8/1/2023

Date: 07/26/23

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 8/1/2023  
 Alexander G. Crockett  
 District Counsel

## ATTACHMENT A-1

### SCOPE OF WORK

#### **Overview:**

DISTRICT seeks services to distribute portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations. Regional Asthma Management and Prevention, a program of Public Health Institute (CONTRACTOR) works to reduce the burden of asthma with a focus on health equity. CONTRACTOR works with the Asthma Mitigation Program (AMP) partners by providing capacity-building, creating linkages, and policy and systems changes targeting the root causes of asthma disparities.

The Asthma Mitigation Project, which is part of the California Department of Health Care Services, awarded \$12 million in funding and technical support to Sierra Health Foundation to offer asthma home visiting services to low-income, communities of color which have disproportionate rates of asthma. The services offered are delivered in a culturally sensitive manner and in various languages. CONTRACTOR will provide the following services to support the distribution of home air filters to mitigate the impacts of wildfire smoke and air pollution on Bay Area's most vulnerable populations, including low-income communities and populations with asthma or other respiratory illnesses. The seven (7) AMP partners include the following organizations with asthma home visiting programs, and they collectively provide a range of health services to vulnerable residents throughout the Bay Area, including home visiting services with individuals that have poorly controlled asthma:

- Roots Community Health Center
- Lifelong Medical Care
- Breathe California
- Alameda County Public Health Department
- Contra Costa Health Services
- San Mateo County Family Health Services
- Santa Rosa Community Health Centers

#### **CONTRACTOR will:**

- Coordinate with the Bay Area AMP partners to collect air filter (also known as air cleaner or air purifier) orders and data regarding air filter recipients. Share compiled orders and data with Air District staff.
- Develop a fact sheet to 1) make connections between wildfire smoke, respiratory health and the air filters and 2) educate clients of AMP partners about the proper use of the air filters. CONTRACTOR will develop these materials with input from local community health workers.
- Produce a case study about the AMP program, including:
  - its impact on the lives of clients that are vulnerable to wildfire smoke and poor air quality,
  - feedback to inform further partnerships,
  - recommended process improvements, and
  - program success stories.

The case study will be informed by AMP partners, community health workers and clients.

**Work Plan:**

**Task 1: Serve as a coordinator and liaison between the DISTRICT and seven participating asthma home visiting programs.**

- 1.1 CONTRACTOR will request air filter distribution data for each of the seven asthma home visiting programs on a quarterly basis. Data will include zip code, age, race/ethnicity, primary language.
  - 1.1.1 CONTRACTOR will also compile the data and send the information to DISTRICT staff.
- 1.2 CONTRACTOR will facilitate the requests for the purchase of air filters for each of the seven asthma home visiting programs. DISTRICT will purchase the air filters directly from the distributor and have the air filters delivered to the asthma home visiting program at the delivery location that the program chooses.
  - 1.2.1 CONTRACTOR will provide the opportunity for asthma home visiting programs to order request air filters on a monthly basis and will compile order information and send to DISTRICT staff.
  - 1.2.2 DISTRICT and CONTRACTOR will solve problems related to orders as they arise.

**Deliverables:**

1. *Act as a coordinator/liaison between AMP partners and District*
2. *Provide a copy of compiled data from AMP partners in excel format*
3. *Email District a compilation of monthly orders for air filters*
4. *Contact District to address air filter issues as needed*
5. *Provide an updated data analysis after receipt of final data*

**Task 2: Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients. The Programs will seek to increase program reach and ensure the recipients of air filters will be low-income individuals with asthma or another lung-related illness.**

- 2.1 CONTRACTOR will assess the interests of the seven participating asthma home visiting programs in expanding air filter distribution. CONTRACTOR will inform interested parties of the eligibility criteria and data reporting requirements. If criteria and requirements are met, CONTRACTOR will direct interested parties to DISTRICT.
- 2.2 CONTRACTOR will facilitate air filter distribution data and requests for the purchase of air filters, using the processes described in Task 1.1 and 1.2. To this end, CONTRACTOR will create a data tracking spreadsheet and provide this to AMP partners so that programs can indicate whether reach recipient is an AMP or non-AMP client in addition to providing the necessary data for the project.

**Deliverables:**

1. *Contact home visiting programs and inquire program interest and liaise with District*
2. *Collect and request quarterly reports from interested partners*
3. *Collect and provide copy of compiled data*

**Task 3: Create fact sheet for clients on reducing their exposure to wildfire smoke.**

- 3.1. CONTRACTOR will convene its Community Health Worker (CHW) Advisory Group to provide initial input on the fact sheet development. The CHW Advisory Group is an existing network

that RAMP convenes of Community Health Workers throughout the Bay Area to provide education, information, policy opportunities, resources and connections. Community Health Workers work directly with public health clients and have expertise on health risk education and communications to vulnerable communities/ target populations.

- 3.2. CONTRACTOR will reconvene the CHW Advisory Group, after researching and drafting the materials, to field-test the fact sheet. For each meeting, participating CHWs will receive a \$50 gift card each. CONTRACTOR will also seek feedback from the seven asthma home visiting programs and DISTRICT staff.
- 3.3. CONTRACTOR will share the final factsheet with DISTRICT in English to have educational materials, such as fact sheets, translated into Spanish, Arabic, Chinese, Tagalog, and Vietnamese.

**Deliverables:**

1. *Fact sheet in English on reducing exposure to wildfire smoke*
2. *Summary and feedback from Community Health Worker advisory (1 - 3 meetings)*
3. *Accounting Summary of compensation (gift cards) for CHW recipients*

**Task 4: Create a case study of the Home Air Filtration Program**

- 4.1. CONTRACTOR will meet with home visiting programs and DISTRICT staff to seek input on key lessons learned, and documentation, such as quotes and photos, from the project.
- 4.2. CONTRACTOR will work with partner organizations to provide clients with the option to anonymously provide feedback on the value of a) receiving the air cleaner, and b) receiving the instructions and education provided along with the air cleaner. CONTRACTOR will incorporate this feedback throughout the case study.
- 4.3. CONTRACTOR will work with DISTRICT staff to edit and review the case study.
- 4.4. CONTRACTOR will present to DISTRICT staff, asthma stakeholders across the state, and other audiences identified by DISTRICT staff that seek to adopt similar programs.

**Deliverables:**

1. *Create, review and edit case study report*
2. *Gather feedback and incorporate from AMP partners*
3. *Develop a presentation and present case study (1-2 presentations)*

**Task 5: Contribute information on air filters for DISTRICT's Request for Quotes (RFQ)**

- 5.1 CONTRACTOR will compile research information on various types of air filters, the effectiveness of their chemical and mechanical qualities (e.g. UV, ozone, HEPA), and the effects of these filter qualities on health.
- 5.2 CONTRACTOR will provide this information on air filters to DISTRICT for use in the creation of a new DISTRICT Request for Quotes (RFQ) for air filter vendors.

**Deliverables:**

1. *Provide information on air filters for use in the DISTRICT's Request for Quotes (RFQ)*

**ATTACHMENT B-1****COST SCHEDULE**

DISTRICT will pay CONTRACTOR an hourly rate according to the rates below for the services described in Attachment A, Scope of Work and up to the Not to Exceed budget in the table below. Budget funds may be reallocated between tasks if the CONTRACTOR receives written approval from the DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in the budget NTE being exceeded. . CONTRACTOR will invoice DISTRICT monthly for the hours worked in the prior month. Invoicing and payments will be made in accordance with Section 8, Payment, of this Contract.

<b>STAFF</b>	<b>TITLE</b>	<b>HOURLY RATE</b> *Rates provided are fully burdened
Anne Kelsey Lamb	Director	\$168.44
Joel Ervice	Associate Director	\$162.28
Nilo Ventura	Program Administrator	\$127.10
Sharifa Lowe	Research Associate	\$61.84
Melanie Newcomb	Administrative Assistant	\$73.31

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
1	<b>Act as a Coordinator and Liaison between the Air District and seven participating asthma home visiting programs</b>	\$26,120
2	<b>Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients.</b>	\$7,000
3	<b>Create fact sheet for clients on reducing their exposure to wildfire smoke.</b>	\$20,000
4	<b>Create a case study of the Home Air Filtration Program</b>	\$30,000
5	<b>Contribute information on air filters for Request for Quotes (RFQ)</b>	\$880
<b>Budget NTE:</b>		<b>\$84,000</b>



**Total Cost of Contract not to exceed \$84,000.**

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.143**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, November 22, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Public Health Institute** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for services related to the distribution of portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations, including fact sheet creation and case study development (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 9, 2022, and on behalf of DISTRICT on September 19, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated July 10, 2023, for reference purposes only, to amend the term, total cost, Scope of Work and Cost Schedule to the Contract.
3. The PARTIES seek to amend the term and total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now January 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$84,000” with “\$120,075.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$84,000” with “\$120,075.”

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

PUBLIC HEALTH INSTITUTE

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

By: \_\_\_\_\_  
Darneshia Blackmon  
Director-Bid & Proposal

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

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

Approved as to form:  
District Counsel

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

## ATTACHMENT A-2

### SCOPE OF WORK

#### Overview:

DISTRICT seeks services to distribute portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations. Regional Asthma Management and Prevention, a program of Public Health Institute (CONTRACTOR) works to reduce the burden of asthma with a focus on health equity. CONTRACTOR works with the Asthma Mitigation Program (AMP) partners by providing capacity-building, creating linkages, and policy and systems changes targeting the root causes of asthma disparities.

The Asthma Mitigation Project, which is part of the California Department of Health Care Services, awarded \$12 million in funding and technical support to Sierra Health Foundation to offer asthma home visiting services to low-income, communities of color which have disproportionate rates of asthma. The services offered are delivered in a culturally sensitive manner and in various languages. CONTRACTOR will provide the following services to support the distribution of home air filters to mitigate the impacts of wildfire smoke and air pollution on Bay Area's most vulnerable populations, including low-income communities living in the most air pollution burdened areas. Some clients receiving air filters may also be pregnant or have asthma or other respiratory illnesses. The seven (7) AMP partners include the following organizations, and they collectively provide a range of health services to vulnerable residents throughout the Bay Area, including home visiting services with individuals that have poorly controlled asthma:

- Roots Community Health Center
- Lifelong Medical Care
- Breathe California
- Alameda County Public Health Department
- Contra Costa Health Services
- San Mateo County Family Health Services [COMPLETE – SMCFHS is not continuing]
- Santa Rosa Community Health Centers

Following execution of Amendment 2, San Mateo County Family Health Services will not be continuing, and the remaining six (6) AMP partners will continue to provide air filters via a range of their health service programs to vulnerable residents throughout the Bay Area.

#### CONTRACTOR will:

- Coordinate with the six (6) Bay Area AMP partners to collect air filter (also known as air cleaner or air purifier) orders and data regarding air filter recipients. Share compiled orders and data with DISTRICT staff.
- Coordinate with the six (6) Bay Area AMP partners to execute Letters of Agreement with CONTRACTOR to provide \$2,000 each in additional funding to support CONTRACTOR staff time and administrative costs associated with air filter distribution and client-level data collection and reporting.
- Develop a fact sheet to 1) make connections between wildfire smoke, respiratory health, and the air filters and 2) educate clients of AMP partners about the proper use of the air filters.

CONTRACTOR will develop these materials with input from local community health workers. [COMPLETE]

- Produce a case study about the AMP program, including:
  - Its impact on the lives of clients that are vulnerable to wildfire smoke and poor air quality,
  - Feedback to inform further partnerships,
  - Recommended process improvements, and
  - Program success stories.

The case study will be informed by AMP partners, community health workers and clients. [COMPLETE]

### **Work Plan:**

#### **Task 1: Serve as a coordinator and liaison between the DISTRICT and six participating asthma home visiting programs.**

- 1.1 CONTRACTOR will request air filter distribution data for each of the six AMP partner agencies on a quarterly basis. Data will include zip code, age, race/ethnicity, primary language.
  - 1.1.1 CONTRACTOR will also compile the data and send the information to DISTRICT staff.
- 1.2 CONTRACTOR will facilitate the requests for the purchase of air filters for each of the six AMP partner agencies. DISTRICT will purchase the air filters directly from the distributor and have the air filters delivered to the AMP partner agency at the delivery location that the program chooses.
  - 1.2.1 CONTRACTOR will provide the opportunity for AMP partner agencies to order air filters on a monthly basis and will compile order information and send to DISTRICT staff.
  - 1.2.2 DISTRICT and CONTRACTOR will solve problems related to orders as they arise.

#### **Deliverables:**

1. *Act as a coordinator/liaison between AMP partners and District*
2. *Provide a copy of compiled data from AMP partners in excel format*
3. *Email District a compilation of monthly orders for air filters*
4. *Contact District to address air filter issues as needed*
5. *Provide an updated data analysis after receipt of final data*

#### **Task 2: Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients. The Programs will seek to increase program reach and ensure the recipients of air filters will be low-income individuals with asthma or another lung-related illness. [COMPLETE]**

- 2.1 CONTRACTOR will assess the interests of the seven participating asthma home visiting programs in expanding air filter distribution. CONTRACTOR will inform interested parties of the eligibility criteria and data reporting requirements. If criteria and requirements are met, CONTRACTOR will direct interested parties to DISTRICT. [COMPLETE]
- 2.2 CONTRACTOR will facilitate air filter distribution data and requests for the purchase of air filters, using the processes described in Task 1.1 and 1.2. To this end, CONTRACTOR will

create a data tracking spreadsheet and provide this to AMP partners so that programs can indicate whether reach recipient is an AMP or non-AMP client in addition to providing the necessary data for the project. [COMPLETE]

**Deliverables**

1. *Contact home visiting programs and inquire program interest and liaise with District* [COMPLETE]
2. *Collect and request quarterly reports from interested partners* [COMPLETE]
3. *Collect and provide copy of compiled data* [COMPLETE]

**Task 3: Create fact sheet for clients on reducing their exposure to wildfire smoke.** [COMPLETE]

- 3.1. CONTRACTOR will convene its Community Health Worker (CHW) Advisory Group to provide initial input on the fact sheet development. The CHW Advisory Group is an existing network that RAMP convenes of Community Health Workers throughout the Bay Area to provide education, information, policy opportunities, resources and connections. Community Health Workers work directly with public health clients and have expertise on health risk education and communications to vulnerable communities/ target populations. [COMPLETE]
- 3.2. CONTRACTOR will reconvene the CHW Advisory Group, after researching and drafting the materials, to field-test the fact sheet. For each meeting, participating CHWs will receive a \$50 gift card each. CONTRACTOR will also seek feedback from the seven asthma home visiting programs and DISTRICT staff. [COMPLETE]
- 3.3. CONTRACTOR will share the final factsheet with DISTRICT in English to have educational materials, such as fact sheets, translated into Spanish, Arabic, Chinese, Tagalog, and Vietnamese. [COMPLETE]

**Deliverables:**

1. *Fact sheet in English on reducing exposure to wildfire smoke* [COMPLETE]
2. *Summary and feedback from Community Health Worker advisory (1 - 3 meetings)* [COMPLETE]
3. *Accounting Summary of compensation (gift cards) for CHW recipients* [COMPLETE]

**Task 4: Create a case study of the Home Air Filtration Program** [COMPLETE]

- 4.1. CONTRACTOR will meet with home visiting programs and DISTRICT staff to seek input on key lessons learned, and documentation, such as quotes and photos, from the project. [COMPLETE]
- 4.2. CONTRACTOR will work with partner organizations to provide clients with the option to anonymously provide feedback on the value of a) receiving the air cleaner, and b) receiving the instructions and education provided along with the air cleaner. CONTRACTOR will incorporate this feedback throughout the case study. [COMPLETE]
- 4.3. CONTRACTOR will work with DISTRICT staff to edit and review the case study. [COMPLETE]
- 4.4. CONTRACTOR will present to DISTRICT staff, asthma stakeholders across the state, or other audiences identified by DISTRICT staff that seek to adopt similar programs. [COMPLETE]

**Deliverables:**

1. *Create, review and edit case study report* [COMPLETE]
2. *Gather feedback and incorporate from AMP partners* [COMPLETE]
3. *Develop a presentation and present case study (1-2 presentations)* [COMPLETE]

**Task 5: Contribute information on air filters for DISTRICT’s Request for Quotes/ Proposals (RFQ/ RFP)**

- 5.1 CONTRACTOR will compile research information on various types of air filters, the effectiveness of their chemical and mechanical qualities (e.g. UV, ozone, HEPA), and the effects of these filter qualities on health. [COMPLETE]
- 5.2 CONTRACTOR will provide this information on air filters to DISTRICT for use in the creation of a new DISTRICT RFQ/RFP for air filter vendors. [COMPLETE]
- 5.3 CONTRACTOR will participate in an RFQ/RFP review panel by January 30, 2024.

**Deliverables:**

- 1. *Provide information on air filters for use in the RFQ/RFP [COMPLETE]*
- 2. *Participate in an RFQ/RFP review panel*

**Task 6: Create Letters of Agreement with six AMP agencies and pay them up to \$2,000 each per year to support administrative costs of air filter distribution**

- 6.1 CONTRACTOR will provide a pass-through funding mechanism via Letters of Agreement between CONTRACTOR and the six AMP partner agencies to support each AMP partner agency with up to an additional \$2,000 each. The \$2,000 will cover one year of costs incurred by the AMP partner for staff time and administrative costs related to the distribution of air filters and client-level data reporting. CONTRACTOR’s Letter of Agreement shall include details of payment which sets forth that CONTRACTOR will pay up to \$1,000 to each AMP partner to support administrative costs with their first air filter orders in 2024, and CONTRACTOR will provide the second payment of up to the remaining \$1,000 at the time of the last order that spends down the contract or when the term is up for that AMP agency’s Memorandum of Understanding (MOU) with the DISTRICT if at least 70% of the budget is spent down, whichever comes first.

**Deliverables:**

- 1. *Executed Letter of Agreement with each AMP partner.*

**ATTACHMENT B-2**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR an hourly rate according to the rates below for the services described in Attachment A-2, Scope of Work and up to the Not to Exceed budget in the table below. Budget funds may be reallocated between tasks if the CONTRACTOR receives written approval from the DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in the budget NTE being exceeded. CONTRACTOR will invoice DISTRICT monthly for the hours worked in the prior month. Invoicing and payments will be made in accordance with Section 8, Payment, of this Contract.

<b>STAFF</b>	<b>TITLE</b>	<b>HOURLY RATE</b> *Rates provided are fully burdened
Anne Kelsey Lamb	Director	\$168.44
Joel Ervice	Associate Director	\$162.28
Nilo Ventura	Program Administrator	\$127.10
Sharifa Lowe	Research Associate	\$61.84
Melanie Newcomb	Administrative Assistant	\$73.31

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
1	<b>Act as a Coordinator and Liaison between the Air District and seven participating asthma home visiting programs</b>	\$47,120
2	<b>Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation’s Asthma Mitigation Project (AMP) clients. [COMPLETE]</b>	\$7,000
3	<b>Create fact sheet for clients on reducing their exposure to wildfire smoke. [COMPLETE]</b>	\$20,000
4	<b>Create a case study of the Home Air Filtration Program [COMPLETE]</b>	\$30,000
5	<b>Contribute information on air filters for Request for Quotes (RFQ)</b>	\$880
6	<b>Create Letters of Agreement with six AMP agencies and pay them up to \$2,000 each to support administrative costs of air filter distribution</b>	\$2,535



	<b>\$2,000 administrative stipends for 6 AMP agencies, plus 4.5% indirect cost from CONTRACTOR for pass-through funding service</b>	<b>\$12,540</b>
<b>Budget NTE:</b>		<b>\$120,075</b>

**Total Cost of Contract not to exceed \$120,075.**

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: December 20, 2023

Re: Authorization to Extend the Term and Increase the Total Contract Limit of the Master Services Agreement with Kearns & West, Inc. for Facilitation Services to Support the Building Appliance Rules Implementation Working Group, Community Engagement Office, and Agency-Wide Public Engagement

RECOMMENDED ACTION

Authorize the Executive Officer/ APCO to extend the end date of the Master Services Agreement (MSA) with Kearns & West, Inc. from June 30, 2024 to December 31, 2024, and increase the MSA limit by \$175,000 from \$350,500 to \$525,500 to provide workshop and meeting support for the Building Appliance Rules Implementation Working Group, Community Engagement Office, and other divisions.

BACKGROUND

Kearns & West provides the Air District with the expertise needed to manage Zoom meeting logistics and other engagement platforms for the Building Appliance Rules Implementation Working Group (IWG), as well as numerous workshops and events supported by the Community Engagement Office. Kearns & West supports the Air District in engaging hundreds of community stakeholders, translating materials, and ensuring accessibility. Kearns & West's current MSA to support the Air District's community engagement expires on June 30, 2024.

Kearns & West has supported Air District staff via the Facilitation Bench since 2021, when the District released a Request for Quotation (RFQ) 2021-014, in an effort to develop a facilitator bench that would provide staff with the ability to select specialized and qualified consultants to support the District in engaging overburdened communities throughout the Bay Area. Kearns & West applied and was selected amongst eleven (11) applicants (out of 23 firms) to provide facilitation services to the District, as well as conduct multi-stakeholder group coordination, stakeholder outreach and event promotion, logistics for public meetings and workshops, and neutral meeting facilitation. These services became particularly important during the COVID-19 pandemic, which forced the District to pivot and utilize new methods in engaging community members in key Air District programs, planning, and decision-making.

The current MSA contract with Kearns & West supported continued meeting facilitation and engagement support for the Air District’s Divisions. The current MSA contract encompassed the following services for the IWG, Community Engagement Office and other Air District Divisions:

- Provide culturally relevant information in appropriate languages (arrange for interpretation and translation of materials as needed);
- Identify and share local stakeholder contacts with the Air District;
- When relevant, design meeting flyers, promote meetings, workshops, events, and program progress. Advertise and send targeted invitations, track responses;
- Identify and secure ADA accessible community-friendly meeting facilities with low to zero facility rental costs – and prioritize venues that are transit accessible;
- For virtual and hybrid meetings, host virtual platform, ensure accessibility needs meet the requirements of the Air District and provide technical assistance to Air District and public, as requested;
- Identify and secure child care as requested;
- Provide healthy refreshments - prioritize local vendors;
- Provide stipends/grants to participants (individuals/organizations);
- Ensure the audiovisual needs and virtual participation tools are met as requested;
- Work with Air District staff, identified partners, or community groups to consult on meeting design and how to convene and run successful in-person, virtual, and hybrid meetings;
- Provide technical assistance to Air District staff in various tools and techniques to support engagement efforts as requested;
- Provide follow-up between meetings as needed; and
- Provide post meeting recap summaries, recordings and transcripts, survey data as needed to Air District staff, identified partners, and community groups to document meeting outcomes.

## DISCUSSION

The IWG, and its Steering Committee, Technology Subcommittee, and Equity Subcommittee is anticipated to each hold meetings quarterly through 2024. Air District staff also anticipates holding at least one “Public Listening Session” to allow interested stakeholders who are not IWG members to learn about the IWG process and work. Kearns & West has facilitated all meetings to date, tracked all meeting attendance and hours and administered invoices and stipend payments out of these funds.

Working with Kearns & West to support meeting and workshop logistics has allowed Air District staff to focus their efforts on outreach and building, expanding, and maintaining community partnerships throughout the Bay Area. This contract increase and extension is especially critical as the Community Engagement Office is experiencing an increase in requests for workshop and meeting support from Divisions across the Air District in 2024 on top of existing engagement work, including meetings to support discussions with community members

and organizations about legal actions related to specific facilities, and in meeting the challenging timeline as the IWG continues its work in preparation of the Board report due Jan. 1, 2025 regarding the first compliance date for small water heaters. Successful implementation and facilitation of the IWG and an increasing number of workshops and community meetings has proven to require more planning, preparation and staff and consultant support. The proposed amendment enables the Air District to continue utilizing Kearns & West for the bulleted tasks above while giving staff the ability to focus on content for the IWG and stakeholder engagement needs from Divisions across the agency.

The Air District continues to need meeting facilitation support, especially as we continue to conduct online engagement, and hybrid online and in-person meetings. Furthermore, the Air District is now working with Kearns & West to support the IWG and enhance accessibility and equity within the Air District's stakeholder engagement work. Access to Kearns & West's unique expertise in technical aspects of conducting workshops and facilitating meetings with a wide range of stakeholders, like overburdened communities and technical and policy advocates, is necessary given the robust IWG effort and the large number of requests for support from our various Divisions, including the Rules and Planning & Climate Divisions and more recently, the Compliance & Enforcement Division.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The funding for the \$175,000 contract amendment is included in the FY 2024 Approved Budget and will be funding from the following programs: \$100,000 - Program 608 (Climate Protection) and \$75,000 - Program 302 (Community Engagement).

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Brian Butler and Amy Dao  
Reviewed by: Suma Peesapati and Idania Zamora

#### ATTACHMENTS:

1. Original Executed Master Services Contract No. 2022.113 - Kearns & West, Inc.
2. Contract No. 2022.113 - Amendment 1 - Kearns & West, Inc.
3. Draft Contract No. 2022.113 - Amendment 2 - Kearns & West, Inc.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2022.113**

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 **Kearns & West, Inc.** (“CONTRACTOR”) whose address is 233 Sansome Street, Suite 400, San Francisco, CA 94104.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from July 1, 2022 to June 30, 2024, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.

B. Either party may terminate this Contract for breach by the other party.

- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$95,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.



- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Kearns & West, Inc.  
233 Sansome Street, Suite 400  
San Francisco, CA 94104  
Attn: Ben Gettleman

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

- C. CONTRACTOR shall assign those employees listed under the Task Orders to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such

report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

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

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

enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

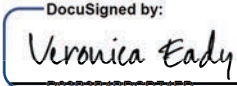
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure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

30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KEARNS AND WEST, INC.

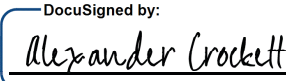
By:   
\_\_\_\_\_  
Sharon Landers  
Interim Executive Officer/APCO

By:   
\_\_\_\_\_  
Ben Gettleman    Kent Schwartz  
Vice President    Principal - CFO/COO

Date: 7/8/2022

Date: 6.7.22

Approved as to form:  
District Counsel

By:  6/15/2022  
\_\_\_\_\_  
Alexander Crockett  
District Counsel

## **Attachment A General Description of Services**

CONTRACTOR shall provide community engagement support and facilitation services to DISTRICT. DISTRICT regularly convenes meetings with community groups and public forums to inform the community about DISTRICT activities and to provide the public the opportunity to engage with DISTRICT staff, provide comments, ask questions, and shape new policy, planning processes and decision-making. Community engagement activities at the DISTRICT range in level of engagement from focus groups and meetings with small groups of community members to larger public meetings, open houses, interactive workshops on specific topics of interest, and ongoing stakeholder workgroups and advisory bodies to the Board of Directors. Activities may be in-person, virtual, or hybrid, throughout the Bay Area, and may include a single event or a series of workshops or meetings and may include logistics to support accessibility and reduce barriers to participation by communities directly affected by a high burden of air pollution. Meetings may be during typical business hours (before 5pm) as well as in the evenings and, less often, on weekends. Upon request, CONTRACTOR shall provide written estimates or proposals to DISTRICT for community engagement and facilitation services.

CONTRACTOR services may include but are not limited to:

- a) Provide culturally relevant information in appropriate languages (arrange for interpretation and translation of materials as needed);
- b) Identify and share local stakeholder contacts with DISTRICT;
- c) When relevant, design meeting flyers, promote meetings, workshops, events, and program progress. Advertise and send targeted invitations, track responses;
- d) Identify and secure ADA accessible community-friendly meeting facilities with low to zero facility rental costs - prefer venues that are transit accessible;
- e) For virtual and hybrid meetings, host virtual platform, ensure accessibility needs meet the requirements of the DISTRICT and provide technical assistance to DISTRICT and public, as requested;
- f) Identify and secure appropriate child watch as requested;
- g) Provide healthy refreshments - prefer local vendors;
- h) When relevant and appropriate, provide stipends/grants to participants (individuals/organizations);
- i) Ensure audiovisual needs are met and virtual participation tools are supplied as requested;
- j) Work with DISTRICT and identified partners or community groups to consult on meeting design and how to conduct successful in-person, virtual, and hybrid meetings;
- k) Provide technical assistance to DISTRICT staff on various tools and techniques to support engagement efforts as requested;
- l) Provide follow-up between meetings as needed; and
- m) Provide post meeting recap summaries, recordings and transcripts, survey data as needed to DISTRICT staff and identified partners and community groups to document meeting outcomes.

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.113**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 24, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kearns & West, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for community engagement support and facilitation services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 7, 2022, and on behalf of DISTRICT on July 8, 2022.
2. The PARTIES seek to amend the total maximum cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

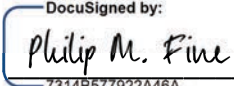
**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

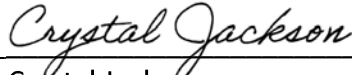
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$95,000" with "\$350,500."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KEARNS AND WEST, INC.


By:   
7314B577922A46A  
Philip M. Fine  
Executive Officer/APCO

By:   
Crystal Jackson  
Vice President - People & Operations

Date: 5/5/2023

Date: April 26, 2023

Approved as to form:  
District Counsel

By:   
6DC7110552B5451...  
Alexander G. Crockett  
District Counsel



**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.113**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, November 7, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kearns & West, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for community engagement support and facilitation services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 7, 2022, and on behalf of DISTRICT on July 8, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 24, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES seek to amend the term and total maximum cost of the Contract because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$350,500" with "\$525,500."
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

KEARNS AND WEST, INC.

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

By: \_\_\_\_\_  
Kent Schwartz  
Principal – CFO/COO

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

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

Approved as to form:  
District Counsel

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

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: December 20, 2023

Re: Authorization of Contract to Amend Lease in San Pablo, CA

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a lease amendment for office and air monitoring space for operations of the Air Monitoring-Operations Section in the Meteorology & Measurement Division at 1865 Rumrill Blvd, Rooms D and E, San Pablo, CA, with a cost for rent and fees not to exceed \$394,277.28 over five years, not including utilities.

BACKGROUND

The Air District maintains a comprehensive air quality monitoring network, consisting of over 30 stations distributed among the nine Bay Area counties. The information collected by this network is used to determine compliance with state and federal air quality standards, prepare air quality forecasts, develop air quality plans, provide information for permit modeling, prepare environmental impact reports, and track air quality trends. The Air District has been operating a federally mandated State and Local Air Monitoring Station (SLAMS) located in San Pablo, Contra Costa County, since 2002.

The original lease agreement (signed in July 2017) was for five years (June 1, 2017 to May 31, 2022) with the option to renew for an additional five years with a minimum 5% yearly rent increase in years 6 through 10 (Attachment 1). The current lease amendment with Lao Family Community Development, Inc. was approved by the Board of Directors on December 21, 2022 for June 1, 2022 to May 31, 2027 and a cost for rent and fees not to exceed \$341,522 (Attachment 2).

Air District staff discovered that this lease amendment specified a \$283.15 (5% of the year 5 rent) increase between years 5 and 6, but incorrectly specified the rent for year 6 without that increase. The year 6 rent was listed in the amendment (Attachment 2) as the same as the rent for year 5 (Attachment 1). The intent of Air District staff was to accept the increased rent between years 5 and 6 and this memo will describe the corrections that are needed for the lease and will seek approval for the Executive Officer to execute an updated lease amendment.

DISCUSSION

The updated lease amendment being proposed for Board approval (Attachment 3) is for a five-year lease commencing June 1, 2022 to May 31, 2027 that includes the 5% yearly rent increase between years 5 and 6 (Table 1).

The total amount for the corrected amendment is \$394,277.28 over five years. The monthly rent includes all utilities.

Table 1

	<b>Date of Lease Increase</b>	<b>Monthly Amt (Previously Approved Agreements)</b>	<b>Agreement</b>	<b>Monthly Amt (Corrected, Proposed)</b>	<b>Total Annual Amt. (Corrected, Proposed)</b>
Year 5	6/1/2021	\$5663.00	Original lease (Attachment 1)	N/A	N/A
Year 6	6/1/2022	\$5663.00	Current amendment (Attachment 2)	\$5,946.15	\$71,353.80
Year 7	6/1/2023	\$5946.15		\$6,243.51	\$74,922.12
Year 8	6/1/2024	\$6243.46		\$6,555.68	\$78,668.16
Year 9	6/1/2025	\$6555.63		\$6,883.46	\$82,601.52
Year 10	6/1/2026	\$6883.41		\$7,227.64	\$86,731.68
<b>Total</b>					<b>\$394,277.28</b>

The amount for the updated lease is \$52,755.28 more than what was approved in December 2022. Upon execution of Amendment 2 by both parties, the Air District will issue a back payment of overdue rent from June 2022 until current will be due to Lessor.

While the Air District is not legally obligated to pay more than we are currently paying, preserving the relationship with the landlord and maintaining the ability to monitor from this location is important to the Air District’s mission. This monitoring station in the Richmond-North Richmond-San Pablo AB 617 community measures multiple pollutants of interest to community members according to U.S. EPA data quality requirements. To track air quality trends accurately over time, it is important to keep monitors at the same location for as long as possible. If the Air District needed to move air monitoring stations, it would take significant time to identify, secure, and set up a new location. This could lead to a gap in air quality data during the implementation of the Richmond-North Richmond-San Pablo community emissions reduction plan which is scheduled for Board consideration in 2024.

To mitigate the risk of unintentional clerical errors in the future, Air District staff are implementing a multi-pronged approach. This approach includes utilizing a document review checklist to ensure accuracy and completeness, a daily standup meeting to solve problems, and review workload and in-process documents, and a secondary peer to manager document review prior to sending out for approval and signature.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The rental and utility costs for Fiscal Year Ending (FYE) 2024 for the San Pablo monitoring station are included in the approved FYE 2024 budget for Program Code 802. The rental and utility costs for future years will be proposed in the budgets for FYE 2025 through FYE 2027.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Julius Li  
Reviewed by: Ranyee Chiang, Maricela Martinez

ATTACHMENTS:

- 1. Attachment 1 - Executed Lease Agreement San Pablo Monitoring Station
- 2. Attachment 2 - Executed Amendment 1 San Pablo Monitoring Station
- 3. Attachment 3 - Draft Amendment 2 San Pablo Monitoring Station

**Lao Family Community Development, Inc.**

1865 Rumrill Blvd. -suite B-  
San Pablo, California 94806  
(510) 215-1220, Fax (510) 215-1216

**COMMERCIAL RENTAL AGREEMENT**

1. **PARTIES:** This agreement, dated, for reference purposes only, as of June 1, 2017, is made by and between Bay Area Air Quality Management District ("Tenant") and Lao Family Community Development, Inc. ("Owner") (Collectively the "Parties," or individually a "Party").
2. **PREMISES:** Owner hereby rents to Tenant and Tenant hereby rents from Owner the premises, including all improvements therein or to be provided by the Owner under the terms of this agreement, situated in the City of San Pablo, County of Contra Costa, State of California, described as a portion of the real property of Owner, commonly known as 1865 Rumrill Boulevard, San Pablo, California 94806, and more specifically described as Room D and E, a total of 1,215 sq. ft. (37.5 x 32.4), and the roof top for an additional 1,000 sq. ft. All the described areas rented to Tenant (the "Premises") shall be rented upon the followings terms and conditions:
3. **TERM:** The term of this agreement shall be for Five (5) years and or Sixty (60) Months commencing from June 1, 2017 and ending by May 31, 2022. Any extension of the agreement shall be negotiated between the Owner and Tenant at least 90 days prior to expiration of the current agreement.
4. **OPTION PERIOD:** Provided that Tenant has at no time been in default of the term of this lease, then Tenant shall have the option to extend the lease for five (5) years (option term). Tenant minimum monthly rent shall be adjusted annually at fair, "Fair Market Value" but in no case, shall it be less than five percent (5%) increase over the rental rate of the month immediately preceding the effective date of the Option Term.
5. **RENT:** Rent for Room D, E of the Premises shall be at a rate of \$2.60 per square foot (of 1,215 sq. ft.) on a monthly basis, including utilities and CAM per 5% annual increase from the previous years. Rent for the roof of the Premises will be at a rate of \$1.50 per square foot (for 1,000 sq. ft.) on a monthly basis. Year 1 combined rent shall be \$4,659.00 per month shall be payable in advance on the first (1<sup>st</sup>) day of each month, commencing June 1, 2017 and shall be considered late if not paid by the fifth (5<sup>th</sup>) day of that month.

- A. Advance payment of rent for the last month of this Agreement dated June 1, 2021, in the amount of \$5,663.00 is hereby due upon execution of this agreement and shall be paid to the Owner.
- B. Index cost or cost of living increase after year 5 will be increase at 5% annually is effective according to the followings schedules:
  - \* Year 2: June 1, 2018 rent increase to \$2.73 per sq. ft. or \$4,892.00 per month
  - \* Year 3: June 1, 2019 rent increase to \$2.87 per sq. ft. or \$5,137.00 per month
  - \* Year 4: June 1, 2020 rent increase to \$3.01 per sq. ft. or \$5,393.00 per month
  - \* Year 5: June 1, 2021 rent increase to \$3.16 per sq. ft. or \$5,663.00 per month

6/1/17 =  
7/1/17 =  
8/1/17 =

*Ken*

**Lao Family Community Development, Inc.**

1865 Rumrill Blvd. -suite B-  
San Pablo, California 94806  
(510) 215-1220, Fax (510) 215-1216

6. SECURITY DEPOSIT: A Security deposit of \$3,159.00 represents Year one, one month's rent minus the \$1,500.00 deposit in possession by the Owner from original lease, will be deposited by Tenant with Owner as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If Tenant faithfully performs all the covenants and conditions on their part to be performed within the 5 years, then the sum deposited shall be returned to Tenant at the end of 5 years or be increased with the execution of them Option.
7. DELIVERY OF POSSESSION: If for any reason the Owner cannot deliver possession of the leased property to Tenant when the lease term commences, this Agreement shall not be void or voidable, nor shall Owner be liable to Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when Owner delivers possession.
8. UTILITIES AND ADDITIONAL RELATED TERMS:
  - A. Owner shall pay all PG&E utility charge connected with the outside of the Premises.
  - B. Owner shall pay for all Water utility charges connected with the Premises inside of the building.
  - C. Owner shall cover expenses for garbage pick-up once a week from the Premises. Any additional sanitary disposal and pick-up costs will be at Tenant's expense.
  - D. Owner shall provide janitorial and custodial services for all common areas including exterior hallway, parking lot area, landscaping and watering on a regular basis. Tenant shall regularly keep the inside of the Premises in neat and clean order. Tenant shall provide your own janitorial/custodial services for inside Premises at Tenant's cost.
9. USE: The Premises may be used only for the following purpose(s):
  - A. Bay Area Air Quality Management District to Monitoring Air Station, Order Panel, Instrument Repairs, and Office
  - B. Tenant shall not use any rooms or part of Owner's property other than the rooms designated without the express written consent of Owner.
  - C. Tenant shall not use any portion of the Premises for purpose other than those specified herein above.
  - D. Smoking is not prohibited in or within 25 feet of the Premises.
  - E. Tenant staff personnel may eat in the Premises providing all refuse is placed in appropriate containers and removed from the Premises at the end of each working day, visits and or the weekend.

**Lao Family Community Development, Inc.**

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(510) 215-1220, Fax (510) 215-1216

10. **SUBLET AND ASSIGNMENT:** Tenant shall not sublet any portion of the premises without prior written consent of the Owner, which consent shall not unreasonably be withheld. Any assignment or subletting without consent shall be void, and at the option of the owner, may terminate this agreement.
11. **MAINTENANCE:** Owner shall deliver the Premises in good, safe, and clean condition. Owner shall, at its own expense and at all times, maintain the Premises in good and safe condition, exterior walls, electrical fixtures and wiring, plumbing and heating installations and any other system or equipment upon the Premises unless damage thereto has been caused by Tenant or Tenant's use thereof, which damage shall be repaired by Tenant.
12. **IMPROVEMENTS AND ALTERATIONS:** Owner is not required to renovate rooms. Tenant shall be entitled to make improvements or alterations, as it may deem appropriate, subject to Owner's prior written consent, which consent shall not unreasonably be withheld. Any such improvements or alterations shall be made by a licensed and bonded contractor in good standing and maintained at Tenant's sole expense. Prior to the commencement of any substantial repair, improvement or alteration, Tenant shall give to Owner at least thirty (30) days written notice in order that Owner may post appropriate notice to avoid any liability for liens. For urgent situations that require rapid responses, the notification timeframe may be adjusted.
13. **INSURANCE:** Tenant, at its expense, shall maintain public liability and property damage insurance and renter's insurance, insuring Tenant and Lao Family Community Development Inc. (Owner) with minimum coverage of \$2,000,000 per occurrence level. Tenant shall provide Owner with a Certificate of Insurance showing Owner as additionally insured. The Certificate shall provide for a thirty- (30) day written notice to Owner in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Owner and Tenant, said parties shall for the benefit of each other only, waive any and all rights of subrogation, which might otherwise exist.
14. **ACCESS TO ROOF:** Tenant shall submit to the Owner a calendar of scheduled maintenance to BAAQMD equipment located on the roof. Any special repairs to such equipment shall require the Tenant to notify the Owner in writing.
15. **INDEMNIFICATION:** Owner shall not be liable for damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof other than damage or injury caused by the negligent act or omission or intentional wrong of Owner, and Tenant agrees to indemnify, defend and hold Owner harmless from any claims for damages arising from any incident or occurrence on or about the Premises, particularly related to the roof area, or any other area of the Premises accessed by the Tenant while used by Tenant or caused by any employee, contractor, invitee or guest of Tenant, except those caused by the negligent act or omission of intentional wrong of Owner.
16. **PROPERTY TAX:** The parties acknowledge that the Premises and contents may be taxable, as deemed by local jurisdiction, depending on Tenant's tax status and use category where Tenant will



**Lao Family Community Development, Inc.**

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assume the costs of any additional business property tax. Real property tax is included in the monthly rent. However, if Owner is deemed to be subject to personal business property taxes, Tenant will assume the costs of the additional tax dues.

17. **PARKING:** Owner will provide 14 (plus 2 handicapped) parking spaces on a first come-first serve basis for Tenant use without additional charge.
18. **SIGNS:** Tenant shall not construct or erect any sign without the prior written consent of Owner and shall comply with any City of San Pablo and the Owner's Design and Signage Guidelines for the Premises; such consent shall not unreasonably be withheld. Tenant must obtain a permit from the city prior to erecting any signs.
19. **DEFAULT:** The occurrence of any of the following events shall constitute an event of default on the part of the Tenant:
  - A. Vacation or abandonment of the Premises (except during normal vacation periods) for a continuous period in excess of fifteen (15) days, if rent is unpaid for that period;
  - B. Failure to pay any installment of rent when the same is due and within ten (10) days after written demand therefor is made by Owner;
  - C. Failure (i) to perform any of Tenant's covenants hereunder (other than the payment of rent) and (ii) to commence to remedy such failure within thirty (30) days after written demand is made therefor and (iii) thereafter to use its best efforts to remedy the same as rapidly and as completely as possible.
20. **REMEDIES:** In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:
  - A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing

**Lao Family Community Development, Inc.**

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(510) 215-1220, Fax (510) 215-1216

commission paid by Landlord pursuant to paragraph 15 applicable to the unexpired term of this Lease.

- B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
  
  - C. Require Tenant make payment of rent or any other payment required to be made by Tenant hereunder in the form of a cashier's check or money order.
  
  - D. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located. All remedies are cumulative and Landlord shall have the right to exercise any and all rights and remedies available by virtue of this lease or under any statute or in law or equity. Nothing in this Remedies section shall be deemed to diminish or defeat Landlord's indemnity rights as given in this Lease for injuries or harm caused by Tenant or Tenant's agents or invitees. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.
20. **LEGAL FEES:** In the event of any legal action or arbitration by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and court or arbitration costs to be fixed by the court or arbitrator hearing the dispute or suit.
21. **WAIVER:** Failure of Owner to enforce any term thereof shall not be deemed to be a waiver.
22. **NOTICE:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the Tenant at the Premises, or Owner at 1865 Rumrill Boulevard, suite B, San Pablo, California 94806 or at such other place as may be designated by the parties in writing from time to time.
23. **REMOVAL OF FIXTURES:** Any and all improvements made to the Premises during the term hereof shall belong to the Owner except trade fixtures of the Tenant. Tenant may, upon termination

**Lao Family Community Development, Inc.**

1865 Rumrill Blvd. -suite B-  
San Pablo, California 94806  
(510) 215-1220, Fax (510) 215-1216

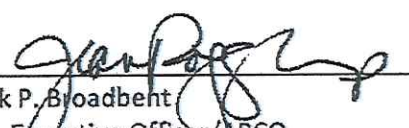
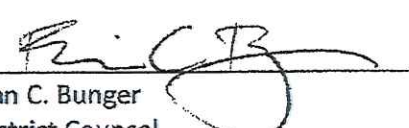
hereof, remove all its trade fixtures, but shall repair or pay for all repairs necessary to damages to the Premises occasioned by removal.

- 24. ARBITRATION: In the event of any dispute between Owner and Tenant with respect to other provisions hereof, the matter shall be settled by arbitration in such manner as the parties may agree upon, or if they cannot agree, in accordance with the Rules of American Arbitration Association, with any award to be enforceable according to the California Law.
- 25. TERMINATION: Either party shall have the right, upon sixty (60) days prior notice, to terminate this agreement. In the event of termination of this Agreement by Owner, Tenant's right to possession shall also terminate.
- 26. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties, and it may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

By:  Date: 7/31/17

Kathy Chao Rothberg  
Executive Director (Owner)  
Lao Family Community Development, Inc.  
1865 Rumrill Blvd, Suite B  
510-334-4826 krothberg@lafd.org  
San Pablo, CA 94806  
Tel: (510) 533-8850, Fax: (510) 533-2676

By:  By:   
Jack P. Broadbent Brian C. Bunger  
Executive Officer/APCO District Counsel  
Bay Area Air Quality Management District BAAQMD  
375 Beale Street, Suite 600 375 Beale Street, Suite 600  
San Francisco, CA 94105 San Francisco, CA 94105  
Tel: 415-749-4952, Fax: 415-749-5111

Date: 7/31/17 Date: 7/28/2017

*new*

**AMENDMENT NO. 1 TO**  
**COMMERCIAL RENTAL AGREEMENT BETWEEN**  
**LAO FAMILY COMMUNITY DEVELOPMENT, INC. and**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

This amendment to the above-entitled agreement ("Agreement Amendment ") is dated, for reference purposes only, December 6, 2022, and consists of two pages.

**RECITALS:**

1. The Lao Family Community Development, Inc. ("Owner") and Bay Area Air Quality Management District ("Tenant") (hereinafter referred to as the "PARTIES") entered into the above-entitled agreement for rental of roof top and rooms at 1865 Rumrill Boulevard, Room D and E, San Pablo, California (the "Agreement"), which Agreement was executed on behalf of Owner on July 28, 2017, and on behalf of Tenant on July 31, 2017.
2. The Agreement provides, in Section 4, for an extension of the term of the Agreement for an additional five-year "Option Term," to be negotiated by the Parties, as provided in Section 3.
3. In accordance with Section 26 of the Agreement, Owner and Tenant desire to amend the above-entitled Agreement as follows:

**TERMS AND CONDITIONS OF AGREEMENT AMENDMENT:**

1. By this Agreement Amendment, Owner and Tenant amend Section 3, "Term" to read as follows:

TERM: The term of this agreement shall be for Ten (10) years or One Hundred Twenty (120) months commencing June 1, 2017 and ending May 31, 2027. Any extension of the agreement shall be negotiated between the Owner and Tenant at least 90 days prior to the expiration of the current agreement.

2. By this Agreement Amendment, Owner and Tenant amend Section 5.B. to add, following the line for Year 5, the rent increases and resulting rents for years 6 through 10:

\*Year 6: June 1, 2022 rent increase of \$283.15 to \$5,663.00 per month.

\*Year 7: June 1, 2023 rent increase of \$297.31 to \$5,946.15 per month.

- \*Year 8: June 1, 2024 rent increase of \$312.17 to \$6,243.46 per month.
- \*Year 9: June 1, 2025 rent increase of \$327.78 to \$6,555.63 per month.
- \*Year 10: June 1, 2026 rent increase of \$344.17 to \$6,883.41 per month.

3. Owner and Tenant agree that all other terms and conditions of the Agreement shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

LAO FAMILY COMMUNITY  
DEVELOPMENT, INC.

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

By:   
Kathy Chao Rothberg  
Executive Director  
CEO

Date: 12/24/2022

Date: 12/6/2022

Approved as to form:  
District Counsel

By: DocuSigned by:  
Alexander Crockett 12/12/2022  
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Alexander G. Crockett  
District Counsel

**AMENDMENT NO. 2 TO**  
**COMMERCIAL RENTAL AGREEMENT BETWEEN**  
**LAO FAMILY COMMUNITY DEVELOPMENT, INC. and**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

This amendment to the above-entitled agreement (“Rental Amendment”) is dated, for reference purposes only, September 18, 2023, and consists of two (2) pages.

**RECITALS:**

1. The **Lao Family Community Development, Inc.** (“Owner”) and the Bay Area Air Quality Management District (“Tenant”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled agreement for the rental units located at 1865 Rumrill Boulevard, Room D and E, San Pablo, California (the “Commercial Rental Agreement”), which Commercial Rental Agreement was executed on behalf of Owner on July 28, 2017, and on behalf of Tenant on July 31, 2017.
2. The PARTIES entered into Amendment No. 1 to the Commercial Rental Agreement, dated December 6, 2022, for reference purposes only, to extend the term of the Commercial Rental Agreement for an additional five-year period.
3. The PARTIES seek to amend Section 5, Rent, of the Commercial Rental Agreement, to correct the rent increase amounts for years 6 through 10 which are incorrectly stated in Amendment No. 1.
4. In accordance with Section 26 of the Commercial Rental Agreement, Owner and Tenant desire to amend the above-entitled agreement as follows:

**TERMS AND CONDITIONS OF RENTAL AMENDMENT:**

1. By this Rental Amendment, Owner and Tenant amend Paragraph B of Section 5.B., Rent, to replace the rent increases for years 6 through 10 with the following schedule:
  - \*Year 6: June 1, 2022 rent increase to \$5,946.15 per month.
  - \*Year 7: June 1, 2023 rent increase to \$6,243.51 per month.
  - \*Year 8: June 1, 2024 rent increase to \$6,555.68 per month.
  - \*Year 9: June 1, 2025 rent increase to \$6,883.46 per month.
  - \*Year 10: June 1, 2026 rent increase to \$7,227.64 per month.

2. Owner and Tenant agree that all other terms and conditions of the Commercial Rental Agreement shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

LAO FAMILY COMMUNITY  
DEVELOPMENT, INC.

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

By: \_\_\_\_\_  
Kathy Chao Rothberg  
Executive Director

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

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

Approved as to form:  
District Counsel

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

BOARD MEETING DATE: December 20, 2023

REPORT: Legislative Committee

SYNOPSIS: The Legislative Committee (Committee) held a meeting on Wednesday, November 29, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

4. **POTENTIAL LEGISLATIVE ACTIVITIES FOR 2024**

*Approve proposed legislative activities for 2024 (see Item 4 below for full list)*

Margaret Abe-Koga, Chair  
Legislative Committee

MAK:mh

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**Committee Members**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Vice Chairperson Tyrone Jue; and Directors Ken Carlson and Juan Gonzalez.

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): Directors Joelle Gallagher and Erin Hannigan.

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

Present, In-Person Satellite Location (Mountain View City Hall, Council Chambers, 500 Castro Street, Mountain View, California, 94041): Chairperson Margaret Abe-Koga; and Directors Noelia Corzo and Ray Mueller.

Absent: Board Chairperson John J. Bauters; and Director Brian Barnacle.

**Call to Order**

Per Legislative Committee (Committee) Chairperson Margaret Abe-Koga's request, Committee Vice Chair Tyrone Jue was asked to facilitate the meeting, even though she was present. Vice Chair Jue called the meeting to order at 10:10 a.m.

*For additional details of the Legislative Committee Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.*



## CONSENT CALENDAR

### 3. APPROVAL OF THE DRAFT MINUTES OF THE LEGISLATIVE COMMITTEE MEETING OF OCTOBER 4, 2023

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Gonzalez made a motion, seconded by Director Carlson, to **approve** the Draft Minutes of the Legislative Committee meeting of October 4, 2023; and the motion **carried** by the following vote of the Committee:

AYES:	Abe-Koga, Carlson, Corzo, Gallagher, Gonzalez, Hannigan, Hudson, Jue.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Barnacle, Bauters, Mueller.

## ACTION ITEM

### 4. POTENTIAL LEGISLATIVE ACTIVITIES FOR 2024

Alan Abbs, Legislative Officer, gave the staff presentation *Potential Legislative Activities for 2024*, including: outcome; outline; requested action; 2024 Legislative Session; Green and Healthy Buildings; refinery/stationary sources penalties; Fluorinated gases (F-Gas) Recovery; brake wear particulate; and feedback requested.

NOTED PRESENT: Director Mueller was noted present at 10:26 a.m.

#### Public Comments

Public comments were given by Arieann Harrison, Marie Harrison Community Foundation.

#### Committee Comments

The Committee and staff discussed whether regenerative brakes use brake pad systems; the comparison of historical and current F-gas emission levels and their impacts, and current F-gas levels compare with those of methane; the suggestion of asking Assembly Member Ash Kalra to champion a bill that would reduce brake wear dust from light-duty vehicles; the suggestion of working with transit/transportation agencies to collect regenerative braking data; whether there are refrigerant options other than F-gases, and whether F-gases with high global warming potential will be phased out; the desire to see the Air District focus on indoor air quality and

improved building filtration systems; the suggestion of educating the public on *the total impact* of a given source, versus listing emission levels without context; the desire for legislation that drives grid reliability and distributed generation (using renewable energy sources instead of centralized generation sources from power plants); concerns regarding home electrification cost burdens for the consumer, and the suggestion of setting aside a State Budget allocation for that, as gas appliance mandates take effect; and the suggestion that the staff monitors bills related to sustainable cooling practices in the built environment.

Committee Action

Director Gonzalez made a motion, seconded by Director Carlson, to recommend the Board **approve** the following proposed legislative activities for 2024:

Topic	Proposed Activity
<p><b>Support for Green and Healthy Buildings (Disclosure Requirements for Sale of Property, Homeowner Association (HOA) limitations, State Housing and Community Development (HCD) restrictions)</b></p>	<p>Proposal would: 1) require disclosure of applicable state or local requirements that could potentially limit a future owner’s ability to purchase appliances that do not meet zero-NOx standards; 2) limit the ability of HOAs to deny a homeowner the ability to replace an older appliance with a new appliance if the new appliance may result in an alteration to the exterior of the property; and 3) amend various existing statutes that may limit the ability of HCD to allow certain zero-NOx appliances to be installed in mobile and manufactured homes.</p> <p>Staff Recommendation: Continue discussions with legislative offices and Sponsor/Co-Sponsor/Support any legislative efforts to address these concerns.</p>
<p><b>Refinery/Stationary Source Penalties</b></p>	<p>Assembly Bill (AB) 1465, introduced in 2023 by Assemblymember Wicks, was originally introduced to triple penalties at refineries for discharges of one or more toxic air contaminants and was later amended to increase penalties for all Title V stationary sources if the discharge includes one or more air contaminants.</p> <p>Staff Recommendation: Continue working with Assemblymember Wicks on potential amendments to AB 1465.</p>
<p><b>F-Gas Recovery from Discarded Refrigerators, Freezers, and Air Conditioners</b></p>	<p>Proposal could: 1) create a product stewardship model where manufacturers are required to create a program to properly recover refrigerants or develop an up-front fee on purchase of new appliances that fund an end-of-life program for discarded appliances; 2) require additional handling requirements for the network of solid waste handlers involved in various aspects of appliance recovery.</p> <p>Staff Recommendation: Continue research, and if feasible, Sponsor/Co- Sponsor/Support any legislative efforts to address these concerns.</p>

<b>Brake Wear Particulate</b>	<p>Proposal would look at the potential to reduce brake wear dust from light-duty vehicles by limiting the purchase of metallic brake pads upon replacement, with replacement options limited to semi-metallic, organic, or ceramic.</p> <p>Staff Recommendation: Continue research, and if feasible Sponsor/Co-Sponsor/Support any legislative efforts to address these concerns.</p>
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The motion **carried** by the following vote of the Committee:

- AYES: Abe-Koga, Carlson, Corzo, Gallagher, Gonzalez, Hannigan, Hudson, Jue.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Barnacle, Bauters, Mueller.

This item will be **considered** at the **December 20, 2023**, Board of Directors Meeting.

**INFORMATIONAL ITEMS**

**5. DRAFT 2024 LEGISLATIVE PLATFORM**

Mr. Abbs gave the staff presentation *Draft 2024 Legislative Platform*, including: presentation for information only; outline; State Budget; State Legislation; and Federal Legislation and regulatory activity.

Public Comments

Public comments were given by Arieann Harrison, Marie Harrison Community Foundation.

Committee Comments

The Committee and staff discussed outreach methods of the Air District’s Community Engagement staff (regarding legislative activities), and the desire to give the public as much advanced notice as possible; the history of AB 398 (E. Garcia, 2017), which prohibits air districts from adopting or implementing an emission reduction regulation for carbon dioxide from any covered entity under Cap and Trade; the repeated desire for legislation that drives grid reliability; the desire to ban leaded aviation gas in flight paths over overburdened communities; whether the Air District may enforce the banning of wood burning in particularly dense urban areas within the Bay Area; the desire for larger State funding allocations for motor vehicle programs, more extensive project eligibility within those programs, and how to make changes to those programs.

Committee Action

None; receive and file.

## 6. STATE LEGISLATIVE BUDGET PRIORITIES

Mr. Abbs gave the staff presentation *State Legislative Budget Priorities*, including: presentation for information only; outline; State Budget process; and State Budget priorities.

### Public Comments

No requests received.

### Committee Comments

None.

### Committee Action

None; receive and file.

## 7. FEDERAL LEGISLATIVE UPDATE

Mr. Abbs spoke about an upcoming trip to Washington D.C. that members of Executive Management will take to discuss the Air District's federal priorities. Those attending include the Air District's Executive Officer/Air Pollution Control Officer, Deputy Executive Officer of Public Affairs, Legislative Officer, and several Board members. The Air District representatives plan to meet with multiple federal agencies and congressional members to discuss issues such as: environmental justice, the Green & Healthy Homes Initiative, wildfire smoke and Particulate Matter, leaded aviation gas, and Inflation Reduction Act of 2022 funds for clean transportation and energy efficiency programs.

### Public Comments

No requests received.

### Committee Comments

The Committee and staff discussed whether the Air District representatives will be meeting with the Federal Energy Regulatory Commission or the Department of Energy to discuss electrification and grid reliability issues; and the request that the Air District representatives discuss clean tech financing opportunities with the Department of energy.

### Committee Action

None; receive and file.

## OTHER BUSINESS

## 8. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Arieann Harrison, Marie Harrison Community Foundation

9. **COMMITTEE MEMBER COMMENTS**

None.

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

The next meeting of the Legislative Committee was to be scheduled at the Call of the Chair. As of January 1, 2024, the Legislative Committee will be combined with the Mobile Source and Climate Impacts Committee and Technology Implementation Office Steering Committee, to form the new Policy, Grants, and Technology Committee. The first meeting of the Policy, Grants, and Technology Committee will be held on a future date in 2024.

**Adjournment**

The meeting was adjourned at 11:51 a.m.

**Attachments**

- #3 – Draft Minutes of the Legislative Committee Meeting of October 4, 2023
- #4 – Potential Legislative Activities for 2024
- #5 – Draft 2024 Legislative Platform
- #6 – State Legislative Budget Priorities
- #7 – Federal Legislative Update

BOARD MEETING DATE: December 20, 2023

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, November 30, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:  
Receive and file.

John Kevin Jefferson, Co-Chair  
Latasha Washington, Co-Chair  
Community Advisory Council

KJJ/LW:mh

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**1. CALL TO ORDER**

The meeting facilitator, Randolph Belle, called the Community Advisory Council meeting to order at 6:03 p.m.

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

**Roll Call:**

Present, In Person: Council Co-Chairpersons Ms. Margaret Gordon, and Latasha Washington; and Council Members Fernando Campos, William Goodwin, Arieann Harrison, Joy Massey, Charles Reed, Dr. Jeff Ritterman, Violet Saena, and Ken Szutu.

Participated Remotely, via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Co-Chairperson John Kevin Jefferson; and Council Members Hana Mendoza, Rio Molina, and Mayra Pelagio, (just cause).

Absent: Council Members Dr. Juan Aguilera, and Kevin G. Ruano Hernandez.

*For additional details of the Community Advisory Council Meeting, please refer to the [webcast](#). Please use the webcast’s index to view specific agenda items.*

## 2. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments, regarding recent unplanned flaring events at the Richmond Chevron refinery and Martinez Refining Company, were given by Charles Davidson, Hercules resident; Call-In-User\_1; Heidi Taylor, Healthy Martinez Refinery Accountability Group; Nancy Rieser, Crockett resident; and Alycia Gadde, Healthy Martinez Refinery Accountability Group.

### CONSENT CALENDAR

## 3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL SPECIAL MEETING/RETREAT OF SEPTEMBER 14 AND 15, 2023

### Public Comments

No requests received.

### Council Comments

None.

### Council Action

Co-Chair Washington made a motion, seconded by Council Member Gordon, to **approve** the Approval of the Draft Minutes of the Community Advisory Council Special Meeting/Retreat of September 14 and 15, 2023; and the motion **carried** by the following vote of the Council:

AYES:	Campos, Goodwin, Gordon, Harrison, Jefferson, Massey, Mejia, Mendoza, Molina, Pelagio, Reed, Ritterman, Saena, Szutu, Washington.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Aguilera, Ruano Hernandez.

Motion Approved

### ACTION ITEM

## 4. VOTE ON THE CREATION OF A COMMUNITY ADVISORY COUNCIL MEMBER SELECTION AD HOC COMMITTEE

Miriam Tores, Senior Advanced Projects Advisor, gave the staff presentation *Vote on the Creation of a Member Selection Ad Hoc Committee*, including: outcome; outline; requested action; glossary; Council Charter; Board Resolution No. 2023-14; vacant youth seat; youth member seat selection process; youth member application screening; and Member Selection Ad Hoc Committee.

## Public Comments

Public comments were given by Call-In-User\_1

## Council Comments

The Council and staff discussed the outreach methods of Air District staff responsible for the recruitment of the Council's vacant youth seat; concern regarding Board oversight over Council activities; concerns with the current status of the recruitment for the Council's vacant youth seat; the number of Board that are interested in participating in the candidate selection process; whether the Council's Charter requires *three* Co-Chairpersons, as Ms. Margaret Gordon left her Co-Chairperson seat in September, leaving two Co-Chairs left; whether an evaluation was conducted after the first Council recruitment process occurred, and if so, whether any feedback shaped the current recruitment practices; the desire for equal county representation when considering candidates; the suggestion of posting the recruitment announcement with a QR code (linked to the application) on the Air District's social media accounts, and sending the recruitment notice to high schools and colleges; the request to clarify the preferred age range of the candidates applying for the vacant youth seat; the request for a map that plots the area that each current Council Member represents; the request to revise the Council's Charter to allow for an additional number of representatives in San Francisco; and the request that exit interviews be conducted when a Council member leaves the Council.

## Council Action

Co-Chair Jefferson made a motion, seconded by Co-Chair Washington, to **create** an Ad Hoc Committee, comprised of Council Members Ruano Hernandez, Gordon, Pelagio, and Cho-Chair Jefferson, to select Community Advisory Council candidates for Board consideration to fill one vacant youth seat, and the motion **carried** by the following vote of the Council:

AYES:	Campos, Goodwin, Harrison, Jefferson, Massey, Mejia, Mendoza, Molina, Pelagio, Ritterman, Saena, Szutu, Washington.
NOES:	Gordon, Reed.
ABSTAIN:	None.
ABSENT:	Aguilera, Ruano Hernandez.

Motion Approved

## INFORMATIONAL ITEMS

### 5. **ADVANCING AN EQUITABLE TRANSITION TO CLEAN AND HEALTHY BUILDINGS**

Dr. Idania Zamora, Assistant Manager of the Climate Protection Program, gave the staff presentation *Advancing and Equitable Transition to Clean and Healthy Buildings*, including: outcome; outline; requested action; glossary of terms; request to the Council; why are buildings



important; building emissions in context; why building appliances; building appliance rules; Implementation Working Group (IWG); IWG structure; IWG scope and goals; IWG phases and timeline; what is coming next; early solutions; rising asthma rates are a growing health and equity issue; Bay Area Healthy Homes Initiative and roles within partnership; Silicon Valley Clean Energy electrification concierge services; funding; US Environmental Protection Agency (EPA) Inflation Recovery Act (IRA) funding; US EPA climate pollution reduction grant; California Energy Commission's Equitable Building Decarbonization program; and next steps.

### Public Comments

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

### Council Comments

The Council and staff discussed concerns about the various types of burdens that can be caused by displacement when conducting home retrofits to meet electrification requirements; concern that the Equity Subcommittee of the Air District's Building Appliance Rule IWG may have to meet during business hours; the desire to know realistic expectations regarding the number of households that can successfully transition to zero-pollution heating, given the anticipated amount of allocated funding; the need for improved filtration and ventilation systems in communities currently under redevelopment; concerns about labels such as "overburdened community" and the proposed change to "community of concern"; anticipated health-costs benefits of the Air District's appliance rules; the concentration of nitrogen oxide (NOx) emissions in indoor air quality, and how the Air District's appliances rules are anticipated to reduce NOx levels of indoor air quality; who is anticipated to bear the costs of home electrification retrofits and any resulting increases in energy costs; grid capacity; concerns about a perceived lack of funding and assistance being offered to transition homes to electrification within fenceline communities; the request for the individual names of the stakeholders that are participating in the IWG; whether the meeting notes or minutes from the Air District's Building Appliances Rules Implementation Working Group Plenary Meeting of November 7, 2023 are available; whether the Equity Subcommittee of the Air District's Building Appliance Rule IWG will engage directly with the public; the cost-benefit analysis of electrification; whether the members of the Equity Subcommittee of the Air District's Building Appliance Rule IWG will be representing the Council or themselves; and whether old appliances that are phased out will be required to be decommissioned.

### Council Action

None; receive and file.

**COUNCIL RECESSED AT 7:52 P.M., AND RESUMED AT 8:03 P.M.**

## **6. COMMUNITY ADVISORY COUNCIL SEPTEMBER RETREAT NEXT STEPS**

Co-Chair Washington gave a summary of the inaugural Community Advisory Council Retreat, held on September 14-15, 2023, in Petaluma. She said that a video that captured highlights of the

retreat was shown to the Board of Directors' Community Equity, Health, and Justice Committee, and then explained how members of the Council will use what was brainstormed at the retreat to form the Council's official equity statement, which she hopes will be ready by January 2024.

#### Public Comments

No requests received.

#### Council Comments

The Council and staff discussed whether there is going to be another Council retreat; the request for the 8 themes on "equity" that resulted from the brainstorming completed during the retreat; the suggestion of additional themes, including "empowerment" and "community-centered"; and appreciation of the Council for the diversity of the topics that were agendized and discussed at the retreat and for opportunities to build relationships.

#### Council Action

None; receive and file.

### **7. WORK PLAN AD HOC COMMITTEE UPDATE**

The Council received an update from the Council's Work Plan Ad Hoc Committee, given by Council members Ken Szutu (Committee Chair) and William Goodwin (Committee Vice Chair):

Prior to the retreat, Council Members were asked to complete a survey prepared by consultant, Lyons-Newsman Consulting, designed to help guide the retreat's work plan template. During the retreat, the Council worked together to develop overarching goals and a work plan that reflects a shared vision. Lyons-Newman Consulting facilitated a two-hour session at the retreat on the development of the Council's goals and Work Plan.

After the retreat, the consultant worked with the Work Plan Ad Hoc Committee to finalize the CAC Goals and Work Plan. Air District staff reached out to Council Members who had requested agenda items during the retreat, to clarify their intent. The consultant then created a poll to help the Work Plan Ad Hoc Committee prioritize the proposed agenda items, according to the Fiscal Year Calendar (from July '24 to May '25.) The proposed work plan reflects guidance from all Council Members. If anything needs to be added or re-prioritized, Council Members are to contact Air District staff by Dec 12, 2023.

#### Public Comments

No requests received.

#### Council Comments

The Council and staff discussed the status of the contract with Lyons-Newman Consulting; concerns about labels such as “overburdened community” and the proposed change to “community of high environmental concern”; the request that at least two of the Council’s meetings occur in impacted communities within the North County and South County areas, per calendar year; the desire to accelerate the process of collecting presentations from different Bay Area communities and having those presentations given at Council meetings; and the desire for meetings outside the Council meetings (that would not violate the Ralph M. Brown Act), in which Council Members could officially meet with members of communities that have experienced air quality incidents and have subsequent concerns and complaints.

#### Council Action

None; receive and file.

### **8. ENVIRONMENTAL JUSTICE POLICY AD HOC COMMITTEE UPDATE**

The Council received an update from the Council’s Environmental Justice Policy Ad Hoc Committee, given by Co-Chair Washington (Co-Lead for the Ad Hoc Committee).

Since September 2023, the Environmental Justice Policy Ad Hoc Committee has been developing environmental justice strategic priorities to embed in the Air District's Strategic Plan, with guidance from Vernice Miller-Travis, Executive Vice President of The Metropolitan Group. The resulting Environmental Justice Action Plan will contain multiple environmental justice recommendations for each division at the Air District. This plan will have an environmental justice-focused impact on how the Air District does its work. The Ad Hoc Committee brainstormed “What impact could the EJ plan have?” and created a list of multiple ideas that were then prioritized. Some goals of the Plan are to increase Air District transparency, community engagement, information-sharing, and having more environmental justice approaches to updating regulations and creating stricter policies for enforcement, prioritizing frontline communities and decreasing air pollution for impacted communities.

In October 2023, the Ad Hoc Committee met with and Air District Division Directors in person to discuss roles and functions. The divisions that have been identified as needing increased environmental justice-focused solutions policy approaches are Legal, Compliance and Enforcement, and Engineering.

On December 11, the Ad Hoc Committee will meet with BluePoint Planning, the consultant helping to develop the Air District’s Strategic Plan, to discuss environmental priorities and strategic planning framework. The Ad Hoc Committee will send the Council Members these materials prior to meeting with BluePoint Planning.

#### Public Comments

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

## Council Comments

The Council and staff discussed the desire for Air District technical staff to engage with impacted communities on a much more frequent and close level, outside of the Brown Act; the desire for people with lived experiences to work at the Air District, and engage with members of impacted communities; the need to budget appropriately, as change has costs associated with it; the desire for a system in which the community provides feedback on action taken by the Board of Directors; the desire for engagement between the Council and the Air District's laboratory staff; and the request that the Council be made aware of any and all community resources at the Air District.

## Council Action

None; receive and file.

## **OTHER BUSINESS**

### **9. REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER (APCO)**

Dr. Philip M. Fine, Executive Officer/APCO, gave remarks on the following items:

- The work and contributions of the Council's Environmental Justice Policy Ad Hoc Committee on the Air District's Strategic Plan is much appreciated.
- The Air District received a Contra Costa County Community Warning System Level 1 alert filed by Chevron regarding an unplanned flaring event from November 27, 2023 at 3:42 pm to November 28, 2023 at 2:03 am. The Air District has issued four notices of violation, three for visible emissions violations from flares and 1 public nuisance violation to Chevron Refinery. The Air District also received a Contra Costa County Community Warning System Level 1 alert filed by Martinez Refining Company (MRC), regarding an unplanned flaring event from November 29, 2023 at 4:33 pm to 9:00 pm. The Air District issued a notice of violation to MRC for Public Nuisance.
- Legislative update: The Air District is continuing to work with Assemblymember Buffy Wicks on potential amendments to AB 1465, Nonvehicular air pollution: civil penalties. Introduced in 2023 by Assemblymember Wicks, the bill was originally introduced to triple penalties at refineries for discharges of one or more toxic air contaminants and was later amended to increase penalties for all Title V stationary sources if the discharge includes one or more air contaminants. This bill is currently inactive, and the language may be amended during the 2024 Legislative Session. Air District staff also continues to advocate for AB 617 funding and will be asking the Board of Directors to approve the hiring of additional Community Engagement staff to support AB 617 initiatives (six new Full Time Equivalent Employees and seven new Limited-Term Contract Employees.)
- § 1.3 (Leadership) of the Council's Charter states, "In 2022, the Council approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the

Council and approved by the Board but shall be no more than three Co-Chairs at a time.” If the Council would like a third one, as there are currently only two, the Board of Directors must approve that appointment, or the Council may request that the Board of Directors officially changes the Council’s leadership model to 2 co-chairs.

- Victor Douglas, former Manager of the Rules and Strategic Policy Division, recently retired after serving the Air District for 22 years. His contributions to the protection of human health are appreciated.
- The following individuals will serve in a rotational assignment as acting Deputy Executive Officer of Equity and Community Programs, while the recruitment for the permanent DEO is conducted (this position oversees the Community Engagement Office, Diversity, Equity & Inclusion Office, Strategic Incentives Division, and Technology Implementation Office): **Suma Peesapati**, Environmental Justice and Community Engagement Officer, from 11/27/23 – 12/24/23; and **Marcia Raymond**, Assistant Counsel, from 12/25/23 – 1/21/24.

### Public Comments

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

### Council Comments

The Council and staff discussed whether the recent flaring incidents at Chevron and MRC have resulted in any penalties; whether testing will be done to address the concerns of the public from fenceline communities in Martinez and Richmond; the request for a list of changes to the Air District’s practices regarding incident response that demonstrate how the Air District is improving its practices; concerns about the perceived lack of engagement with those living in communities where incidents have occurred; and the desire for polluters to pay for health costs of fenceline residents whose health has been directly impacted by their operations.

## 10. COUNCIL MEMBER COMMENTS / OTHER BUSINESS

Dr. Ritterman suggested that Air District staff verbally acknowledge those who give public comment regarding their recent experience with pollution/exposure incidents, out of respect. In addition, Ms. Margaret Gordon said that Dr. Fine’s status report on the recent refinery flaring incidents would have been appropriate to follow the public comments that were given during Item 2 of this meeting.

Council Member Reed requested that the topic of “the role that community science plays” be agendaized at a future Council meeting. He added that he hopes that the Air District acknowledges the community leaders and organizations that are conducting their own research and monitoring efforts.

Council Member Szutu said that he would like the Council and Air District staff to go into impacted communities and listen to those affected by exposure incidents. He emphasized his desire for a commitment from the Air District to do that, and treat the community as a resource and partner.

Council Member Ms. Margaret Gordon requested that the following topics be agendized at future Council meetings: Council meeting locations (they should include impacted communities); the Council's desire for Air District technical staff to engage with impacted communities on a much more frequent level; and ad hoc committees meeting times (they should be held during evening hours.)

#### 11. **TIME AND PLACE OF NEXT MEETING**

The agenda had stated that the next Council meeting was to be determined at a later time. But after the agenda was published, the meeting date, time, and location was confirmed. The facilitator announced that the next Council meeting would be held on Thursday, January 18, 2024 at 6:00 p.m., at Cal State University, East Bay, 1000 Broadway, Suite 109, Grand Lake and Merritt 1 Rooms, Oakland, California, 94607. The meeting will also be webcast for members of the public.

#### **Adjournment**

The meeting was adjourned at 9:25 p.m.

#### **Attachments**

- #3– Approval of the Draft Minutes of the Community Advisory Council Special Meeting/Retreat of September 14 and 15, 2023
- #4– Vote on the Creation of a Community Advisory Council Member Selection Ad Hoc Committee
- #5– Advancing an Equitable Transition To Clean and Healthy Buildings

BOARD MEETING DATE: December 20, 2023

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee (Committee) held a meeting on Wednesday, December 6, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

**4. APPOINT SEVEN CANDIDATES TO THE ADVISORY COUNCIL**

*The Board of Directors will consider appointing Stephanie Holm, Phil Martien, Garima Raheja, Gina Solomon, Ann Marie Carlton, Michael Kleinman, Michael Schmeltz, to the Advisory Council for a two-year term from December 20, 2023 to December 20, 2025.*

**5. AUTHORIZE FISCAL YEAR ENDING (FYE) 2024 MID-YEAR BUDGET AND STAFFING ADJUSTMENTS**

*The Board of Directors will consider authorizing the FYE 2024 mid-year budget and staffing adjustments to: 1) Authorize use of Community Air Protection Program grant for six (6) new Full Time Equivalent (FTEs) and seven (7) new Limited-Term Contract Employees (LTCEs) to support AB 617 initiatives; 2) Authorize one (1) new FTE for executive operations and reclassify vacant positions to support organizational operations, and 3) transfer \$100,000 from the Legal Division’s professional services budget to the salaries budget specifically designated to hire one (1) temporary staff attorney.*

John J. Bauters, Chair  
Finance and Administration Committee

JB:mh

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**Committee Members**

Present, In-Person (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Lynda Hopkins, Tyrone Jue, Sergio Lopez, and Katie Rice.

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 (Santa Rosa Junior College Campus, Doyle Library, 1501 Mendocino Ave., Room 148, Santa Rosa, California, 95401): Director Brian Barnacle.

Absent: Directors Margaret Abe-Koga, David Hudson, and Mark Ross.

**Call to Order**

Chair Bauters called the meeting to order at 1:03 p.m.

*For additional details of the Finance and Administration Committee Meeting, please refer to the webcast, which can be found [here](#) 24 hours after the meeting as concluded. Please use the webcast's index to view specific agenda items.*

**CONSENT CALENDAR**

**3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF NOVEMBER 1, 2023**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Vice Chair Hurt made a motion, seconded by Director Hopkins, to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of November 1, 2023; and the motion **carried** by the following vote of the Committee:

AYES:	Barnacle, Bauters, Haubert, Hopkins, Hurt, Jue, Lopez, Rice.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Abe-Koga, Hudson, Ross.

**ACTION ITEMS**

**4. CONDUCT INTERVIEWS AND CONSIDER RECOMMENDING THE BOARD OF DIRECTORS' APPROVAL OF CANDIDATES FOR APPOINTMENT TO THE ADVISORY COUNCIL**

Greg Nudd, Deputy Executive Officer of Science and Policy, spoke about the function of the Advisory Council, and emphasized that its new focus will be cumulative impacts of air pollution on overburdened communities. Chair Bauters explained that terms of the seven Advisory Council members expired in July 2023, and that, based on the Air District's 13-week recruitment to fill these positions, 15 applications were received. Candidates were initially screened by a panel of Air District staff that share subject matter expertise and have worked closely with the Advisory Council in the past. Ten candidates were advanced to the next step and interviewed by a panel composed of Air District Executive Officer Dr. Phillip Fine, Deputy Executive Officer Greg Nudd and Community Advisory Councilmember Dr. Juan Aguilera. The interview panel assessed those ten candidates. All 10 of the candidates were deemed qualified to serve on the



Advisory Council, but four of the ten candidates were *highly* qualified in the subject of cumulative impacts.

Chair Bauters asked the Committee if it would agree to recommend that the Board appoint the four candidates who were deemed highly qualified, without a full interview during the Committee meeting, and the Committee agreed. Chair Bauters explained to candidates Garima Raheja, Dr. Gina Solomon, Dr. Phil Martien, and Dr. Stephanie Holm that they would be recommended for Board appointment to the Advisory Council on December 20, 2023, and then they were given 2 minutes to address the Committee, as a courtesy.

The Committee then conducted full interviews of the remaining six candidates for consideration of the remaining three seats on the Advisory Council. These candidates included: Dr. Michael Kleinman, Dr. Ann Marie Carlton, Dr. David Reichmuth, Jared Briskman, Jessica Coria, and Dr. Michael Schmeltz.

### Public Comments

Public comments were given by Dr. Stephen Rosenblum, Palo Alto resident.

### Committee Comments

The Committee and staff discussed the manner in which Air District staff plans to rely upon the Advisory Council; outreach methods used to advertise the recruitment; the request to remove the question of whether an Air District job applicant has a driver's license from the Air District's job application template; and the suggestion of refining the Advisory Council candidate interview questions to incorporate lived experiences of environmental injustice.

### Committee Action

Chair Bauters made a motion, seconded by Director Hopkins, to recommend the Board **approve**:

1. The appointment of Garima Raheja to the Advisory Council for a two-year term.
2. The appointment of Dr. Gina Solomon to the Advisory Council for a two-year term.
3. The appointment of Dr. Phil Martien to the Advisory Council for a two-year term.
4. The appointment of Dr. Stephanie Holm to the Advisory Council for a two-year term.

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

AYES: Barnacle, Bauters, Haubert, Hopkins, Hurt, Jue, Lopez, Rice.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hudson, Ross.

Chair Bauters made a motion, seconded by Director Hopkins, to recommend the Board **approve**:

1. The appointment of Dr. Michael Kleinman to the Advisory Council for a two-year term.

2. The appointment of Dr. Ann Marie Carlton to the Advisory Council for a two-year term.
3. The appointment of Dr. Michael Schmeltz to the Advisory Council for a two-year term.

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

AYES: Barnacle, Bauters, Haubert, Hopkins, Hurt, Jue, Lopez, Rice.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hudson, Ross.

This item will be **considered** at the **December 20, 2023**, Board of Directors Meeting.

5. **RECOMMEND AUTHORIZATION OF FISCAL YEAR ENDING (FYE) 2024 MID-YEAR BUDGET AND STAFFING ADJUSTMENTS**

Dr. Philip Fine, Executive Officer/Air Pollution Control Officer (APCO), gave the staff presentation *Authorization of FYE 2024 Mid-Year Budget and Staffing Assignments*, including: requested action; Assembly Bill (AB) 617 program background; comprehensive approach for AB 617; revenue to support additional positions; AB 617 budget cost considerations; staffing adjustment cost considerations; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the need to reclassify vacant positions to support organizational operations; whether Air District staff takes the past, current, and future Fiscal Years into consideration when calculating revenue projection; and whether the Air District is confident that the California Legislature will continue to allocate annual funding for AB 617.

Committee Action

Director Rice made a motion, seconded by Director Lopez, to recommend the Board do the following:

**Approve** the FYE 2024 mid-year budget and staffing adjustments to: 1) Authorize use of Community Air Protection Program grant for six (6) new Full Time Equivalents (FTEs) and seven (7) new Limited-Term Contract Employees (LTCEs) to support AB 617 initiatives; 2) Authorize one (1) new FTE for executive operations and reclassify vacant positions to support organizational operations, and 3) transfer \$100,000 from the Legal Division's professional services budget to the salaries budget specifically designated to hire one (1) temporary staff attorney.

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

AYES: Barnacle, Bauters, Haubert, Hopkins, Hurt, Jue, Lopez, Rice.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hudson, Ross.

This item will be **considered** at the **December 20, 2023**, Board of Directors Meeting.

**OTHER BUSINESS (OUT OF ORDER)**

**6. PUBLIC COMMENT ON NON-AGENDA MATTERS (ITEM 7)**

No requests received.

**7. COMMITTEE MEMBER COMMENTS (ITEM 8)**

None.

**8. TIME AND PLACE OF NEXT MEETING (ITEM 9)**

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

**INFORMATIONAL ITEM (OUT OF ORDER)**

**9. AIR DISTRICT PRELIMINARY ANNUAL FINANCIAL REPORT FOR THE FYE JUNE 30, 2023, AND THE FISCAL YEAR 2023-2024 FINANCIAL REPORT FOR THE FIRST QUARTER ENDING SEPTEMBER 30, 2023 (ITEM 6)**

Chair Bauters waived the two staff presentations that were prepared for this item, *Preliminary Financial Results for FYE 2023*, and *First Quarter Financial Update FYE 2024*. These presentations contained updates on the Air District's preliminary financial results for the Fiscal Year (FY) 2022-2023 and the FY 2023-2024 financial update for the first quarter ending September 30, 2023.

**Public Comments**

No requests received.

**Committee Comments**

None.

**Committee Action**

None; receive and file.

## **Adjournment**

The meeting was adjourned at 2:51 p.m.

## **Attachments**

- #3- Approval of the Draft Minutes of the Finance and Administration Committee Meeting of November 1, 2023
- #4- Conduct Interviews and Consider Recommending the Board of Directors' Approval of Candidates for Appointment to the Advisory Council
- #5- Recommend Authorization of Fiscal Year Ending 2024 Mid-year Budget and Staffing Adjustments
- #6- Air District Preliminary Annual Financial Report for the Fiscal Year Ending June 30, 2023, and the Fiscal Year 2023-2024 Financial Report for the First Quarter ending September 30, 2023

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: December 20, 2023

Re: Public Hearing to Consider Adoption of Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8), and Adoption of a Negative Declaration for the Proposed Amendments to Rule 8-8 Pursuant to the California Environmental Quality Act (CEQA)

RECOMMENDED ACTION

Recommend the Board of Directors consider adoption of proposed amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8), and adoption of a Negative Declaration for the proposed amendments to Rule 8-8 pursuant to the California Environmental Quality Act (CEQA).

BACKGROUND

Air District staff is proposing amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) to further address volatile organic compound and methane emissions (total organic compound emissions) from wastewater collection and separation systems at refineries in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

In addition to supporting progress towards achieving ambient air quality standards for ozone, the proposed amendments are also part of the Air District's efforts to meet the requirements of California Assembly Bill (AB) 617, which requires each air district that is in nonattainment for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) at industrial sector facilities subject to California Greenhouse Gas Cap-and-Trade Requirements. The Expedited BARCT Implementation Schedule adopted by the Air District in 2018 identified refinery wastewater treatment systems as a potential source of substantial emissions of organic compound (as well as toxic air contaminants such as benzene, toluene, ethylbenzene, and xylene) where BARCT controls and requirements under Rule 8-8 should be evaluated and considered for amendment.

The Air District convened a technical working group of interested stakeholders to explore issues related to regulation of refinery wastewater collection and separation systems. A meeting of the Air District's Refinery Rules Technical Working Group, which included representatives from industry, community-based organizations, and regulatory agencies, was held on January 14, 2020. Air District staff also conducted site visits to potentially affected refineries to better understand the site-specific characteristics of wastewater collection and separation systems.

Staff initiated additional stakeholder engagement and surveys with potentially affected facilities in 2022 to ensure that the best available source information and emissions estimates were considered. Staff also presented an update on this rule development effort to the Stationary Source and Climate Impacts Committee on September 19, 2022. In May 2023, staff published Draft Amendments to Rule 8-8 and a Preliminary Staff Report, and accepted comments on these documents through June 7, 2023. Air District staff received three (3) written comment letters, and also met with interested members of the public and with regulated industries during this time to discuss the amendments and rulemaking effort.

Staff presented an update to the Stationary Source and Climate Impacts Committee of the Board of Directors on September 13, 2023. Air District staff released the proposed amendments to Rule 8-8, Staff Report, Socioeconomic Impact Analysis, Notice of Public Hearing, Notice of Intent to Adopt a Negative Declaration, and CEQA Initial Study and Negative Declaration for public review and comment on October 24, 2023. These materials are available on the Air District's website at: <http://www.baaqmd.gov/reg8rule8>.

The written public comment period for the proposed amendments, CEQA Initial Study and Negative Declaration, and related materials was open from October 24, 2023, through November 26, 2023. Air District staff received letters from one commenter, which covered topics including compliance with California Health & Safety Code requirements, drain requirements, discharge prohibitions, sampling and monitoring requirements, compliance timelines, and other spill and pollution prevention laws. Air District staff prepared a response to comments document for all comments received during the written comment period and can be referenced in the Appendix section of the Final Staff Report.

## DISCUSSION

The main components of the proposed amendments to Air District Rule 8-8 include the following:

- Amend the rule to limit emissions of total organic compounds (including methane) from the wastewater collection and separation systems;
- Amend leak and vapor-tight standards to cover total organic compounds (including methane). The existing rule only limits volatile organic compounds, and the modification of these limits to include methane would result in more stringent standards at refineries;
- Add a clear single vapor-tight emissions standard of 500 parts per million by volume (500 ppmv), which would expand vapor-tight requirements to all applicable wastewater collection and separation system components at refineries;

- Add prohibitions for discharge of non-aqueous hydrocarbon streams into collection and separation systems and discharge of free phase organic liquid streams into refinery secondary treatment process components;
- Strengthen leak detection and repair protocols by adding requirements for:
  - Quarterly inspection of collection and separation components;
  - Reinspection of any leak repair or minimization within 24 hours;
  - Monthly inspection of recurring leaks; and
  - Repair of leaks within 24 hours if discovered by the Air District.
- Expand sampling and monitoring requirements;
- Add new administrative requirements to physically identify all wastewater collection and separation components with unique tags and permanent identification codes to differentiate between controlled and existing uncontrolled components; and
- Amend the rule for other minor and editorial changes.

The proposed amendments would enact more stringent BARCT levels at the refinery wastewater treatment systems by increasing frequency of leak inspections, updating leak detection methodologies and standards to include a wider range of organic compounds (including methane), and strengthening protocols for repairing and minimizing leaks. The amendments also include a number of other changes to improve enforceability of the provisions and expand sampling and monitoring requirements. The proposed amendments are intended to ensure that these controls are effectively implemented, can be adequately enforced, and reflect the state of industry best practices and updated technologies and methodologies. While the proposed amendments are anticipated to result in potential emission reductions, quantitatively estimating the anticipated emission reductions from these changes may be too speculative and uncertain to accurately predict.

The Air District anticipates that the affected refineries would incur potential compliance costs from the proposed amendments associated with additional identification and tagging of components, additional component leak inspections, additional repair of leaking components, and additional wastewater sampling and testing. The Air District estimates that the total annualized cost for each facility would range from \$84,000 to \$153,000 per year. Note that the proposed amendments include updates to leak detection methods that would apply to all refinery and non-refinery facilities subject to the rule; however, the Air District understands that these updated methods are currently in use by all affected facilities and reflect the current industry practice, and therefore would not result in additional impacts.

An analysis of the potential socioeconomic impacts found that the costs incurred from the proposed amendments would not be expected to result in significant socioeconomic impacts. The socioeconomic impacts analysis is included in Appendix B of the Final Staff Report (Attachment 3).

An analysis of the potential environmental impacts of the proposed amendments concluded that there is no substantial evidence suggesting that the proposed amendments will have any significant adverse environmental impacts. Accordingly, Air District staff prepared a proposed Negative Declaration under the California Environmental Quality Act (CEQA) for consideration by the Board of Directors, which is included in Appendix C of the Final Staff Report (Attachment 4).

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Staff anticipates that the proposed amendments to Rule 8-8 will result in additional work for Air District staff to review additional records and reporting that would be submitted to the Air District. These activities are expected to be included within existing operations and workload, although any related increases in notices of violations issued or related investigations would also impact Air District resources. In addition, the proposed amendments may support the efficient and effective use of Air District resources as a result of the improvements to rule clarity and enforceability. Therefore, the proposed amendments would not be expected to require additional staff.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Poornima Dixit  
Reviewed by: David Joe / Elizabeth Yura

#### ATTACHMENTS:

1. Final Staff Report: Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8)
2. Final Staff Report - Appendix A: Proposed Amendments to Rule 8-8 – Redlined Version
3. Final Staff Report - Appendix B: Socioeconomic Impacts Analysis Report of Proposed Amendments to Rule 8-8
4. Final Staff Report - Appendix C: CEQA Initial Study and Draft Negative Declaration
5. Final Staff Report - Appendix D: Response to Comments
6. Draft Board Resolution for Proposed Amendments to Regulation 8-8





BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**FINAL STAFF REPORT**

**PROPOSED AMENDMENTS TO  
REGULATION 8: ORGANIC COMPOUNDS,  
RULE 8: WASTEWATER COLLECTION AND  
SEPARATION SYSTEMS**



**December 2023**

**Prepared by**

**Krishnan Balakrishnan, Senior Air Quality Engineer  
Robert Cave, Senior Air Quality Engineer  
Poornima Dixit, Senior Air Quality Engineer  
Jennifer Lam, Senior Air Quality Engineer**

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# FINAL STAFF REPORT

## Proposed Amendments to Regulation 8, Rule 8: Wastewater Collection and Separation Systems

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- Appendix A: Proposed Amendments to Rule 8-8
- Appendix B: Socioeconomic Impacts Analysis
- Appendix C: CEQA Initial Study and Negative Declaration
- Appendix D: Summary of Comments and Responses

## **ACKNOWLEDGEMENTS**

District staff members who contributed to the development of this Final Staff Report and rule amendment proposal:

Laura Cackette, Senior Air Quality Specialist, Rules and Strategic Policy  
Victor Douglas, Manager, Rules and Strategic Policy  
Linda Duca, Supervising Air Quality Specialist, Compliance & Enforcement  
David Joe, Assistant Manager, Rules and Strategic Policy  
Winnie Leung, Air Quality Engineer, Meteorology & Measurement  
Marcia Raymond, Assistant Counsel, Legal  
Carrie Schilling, Senior Assistant Counsel, Legal  
Alexander Sohn, Senior Air Quality Engineer, Rules and Strategic Policy  
Arthur Valla, Senior Advanced Projects Advisor, Compliance & Enforcement  
Elizabeth Yura, Director, Rules and Strategic Policy

## I. EXECUTIVE SUMMARY

The Bay Area Air Quality Management District (“BAAQMD” or “Air District”) is proposing amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from wastewater collection and separation systems at refineries in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

Emissions of volatile organic compounds from these sources can contribute to the formation of ozone, which is harmful when inhaled and can lead to lung damage and aggravation of respiratory conditions such as asthma, bronchitis, and emphysema. The San Francisco Bay Area does not currently attain all Federal and State ambient air quality standards for ozone, and further reductions precursor organic compound emissions are needed for attainment and maintenance of the standards.

In addition to supporting progress towards achieving ambient air quality standards for ozone, the proposed amendments are also part of the Air District’s efforts to meet the requirements of California Assembly Bill 617 (AB 617), which requires the Air District to adopt and implement an expedited schedule for implementing Best Available Retrofit Control Technology<sup>1</sup> (BARCT) at industrial facilities covered by the State’s Cap-and-Trade program. The Expedited BARCT Implementation Schedule adopted by the Air District in 2018 identified refinery wastewater treatment systems as a potential source of substantial emissions of organic compound (as well as toxic air contaminants such as benzene, toluene, ethylbenzene, and xylene) where BARCT controls and requirements under Rule 8-8 should be evaluated and considered for amendment.

The Air District also set a policy goal of reducing Bay Area greenhouse gas emissions to 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050. Methane is a potent and short-lived greenhouse gas that represents the second largest component of greenhouse gas emissions in the region. Given the importance of controlling methane, the Air District developed a comprehensive Basin-wide Methane Strategy as part of its 2017 Clean Air Plan.

The main components of the proposed amendments to Air District Rule 8-8 include the following:

- Amend the rule to limit emissions of total organic compounds (including methane) from the wastewater collection and separation systems;
- Amend leak and vapor-tight standards to cover total organic compounds (including methane). The existing rule only limits volatile organic compounds, and the modification of these limits to include methane would result in more stringent standards at refineries;
- Add a clear single vapor-tight emissions standard of 500 parts per million by volume (500 ppmv), which would expand vapor-tight requirements to all applicable wastewater collection and separation system components at refineries;

---

<sup>1</sup> BARCT is defined as an emission limitation that is based on the maximum degree of reduction achievable, taking into account environmental, energy, and economic impacts.

- Add prohibitions for discharge of non-aqueous hydrocarbon streams into collection and separation systems and discharge of free phase organic liquid streams into refinery secondary treatment process components;
- Strengthen leak detection and repair protocols by adding requirements for:
  - Quarterly inspection of collection and separation components;
  - Reinspection of any leak repair or minimization within 24 hours;
  - Monthly inspection of recurring leaks; and
  - Repair of leaks within 24 hours if discovered by the Air District.
- Expand sampling and monitoring requirements;
- Add new administrative requirements to physically identify all wastewater collection and separation components with unique tags and permanent identification codes to differentiate between controlled and existing uncontrolled components; and
- Amend the rule for other minor and editorial changes.

The proposed amendments would enact more stringent BARCT levels at the refinery wastewater treatment systems by increasing frequency of leak inspections, updating leak detection methodologies and standards to include a wider range of organic compounds (including methane), and strengthening protocols for repairing and minimizing leaks. The amendments also include a number of other changes to improve enforceability of the provisions and expand sampling and monitoring requirements. The proposed amendments are intended to ensure that these controls are effectively implemented, can be adequately enforced, and reflect the state of industry best practices and updated technologies and methodologies. While the proposed amendments are anticipated to result in potential emission reductions, quantitatively estimating the anticipated emission reductions from these changes may be too speculative and uncertain to accurately predict.

The Air District anticipates that the affected refineries would incur potential compliance costs from the proposed amendments associated with additional identification and tagging of components, additional component leak inspections, additional repair of leaking components, and additional wastewater sampling and testing. The Air District estimates that the total annualized cost for each facility would range from \$84,000 to \$153,000 per year. Note that the proposed amendments include updates to leak detection methods that would apply to all refinery and non-refinery facilities subject to the rule; however, the Air District understands that these updated methods are currently in use by all affected facilities and reflect the current industry practice, and therefore would not result in additional impacts.

An analysis of the potential socioeconomic impacts found that the costs incurred from the proposed amendments would not be expected to result in significant socioeconomic impacts. The socioeconomic impacts analysis is included in Appendix B to this Final Staff Report. An analysis of the potential environmental impacts of the proposed amendments concluded that there is no substantial evidence suggesting that the proposed amendments will have any significant adverse environmental impacts. Accordingly, Air District staff prepared a proposed Negative Declaration under the California Environmental Quality Act (CEQA) for consideration by the Board of Directors, which is included in Appendix C to this Final Staff Report.

Air District staff released proposed amendments to Rule 8-8, Staff Report, and CEQA Initial Study and Negative Declaration for public review and comment on October 24, 2023. Staff received one written comment during the comment period. Staff has addressed the submitted comments and prepared a Response to Comments document, which is included as Appendix D to this Final Staff Report.

Air District staff recommends adoption of the proposed amendments to Rule 8-8 and adoption of a Negative Declaration under CEQA. Staff will present a final proposal to the Air District Board of Directors for their consideration at a Public Hearing. At the Public Hearing, the Air District Board of Directors will consider the final proposal and receive public input before taking action.

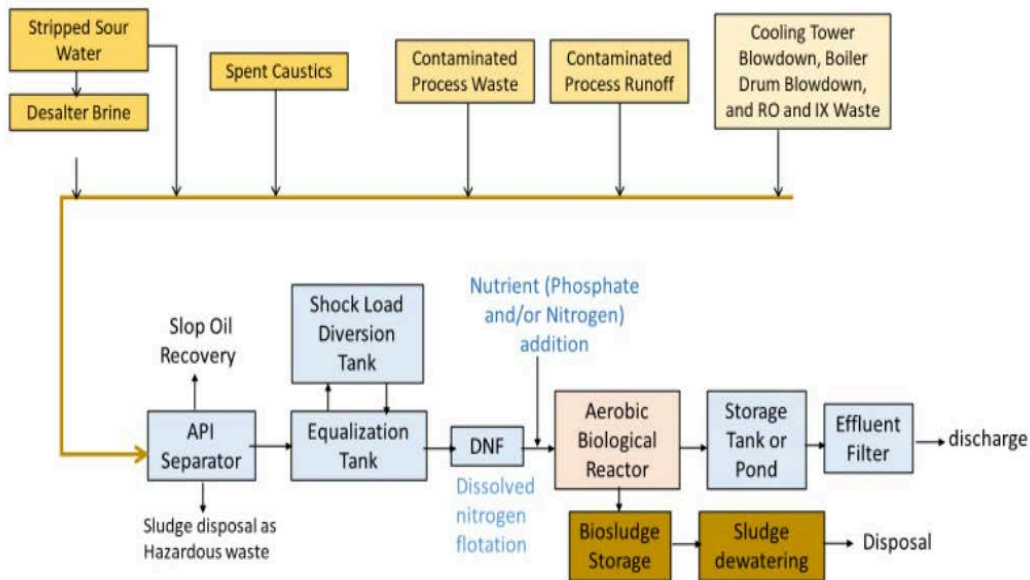
## II. BACKGROUND

### A. Industry Description

Refining facilities process feedstocks (including crude oil and alternative feedstocks) into a variety of products, such as gasoline, aviation fuel, diesel and other fuel oils, lubricating oils, and feedstocks for petrochemical and chemical industries. Each of the five Bay Area refineries has a system that collects and treats wastewater from refinery processes and operations prior to discharge as effluent into San Francisco Bay Area waters. Note that two of these refineries (Marathon Martinez Refinery and Phillips 66 Rodeo Refinery) have announced their intent to modify their operations to process alternative feedstocks.

Figure 1 presents a simplified generic refinery wastewater system diagram. Each refinery has a unique combination and configuration of wastewater system components which may or may not be configured exactly as shown in Figure 1. Each refinery system consists of the same or similar treatment components as those of other refineries, but no two refinery wastewater collection and treatment systems are identical.

**Figure 1**  
**Simplified Wastewater Collection, Separation, and Treatment System<sup>2</sup>**



<sup>2</sup> Basu, Somnath and Sun, Paul T. (Headworks International), 2020. "Petroleum Refinery Wastewater Treatment: Principles and Operational Challenges," Presentation at the STS-AIChE Water Forum and Exhibition, Houston TX, May 2020.



Refinery wastewater systems can be considered in the following two main portions: 1) Wastewater Collection and Separation, and 2) Wastewater Treatment.

### **1. Wastewater Collection and Separation**

The collection portion of the system collects wastewater from process units and tankage to be directed to a dedicated unit that performs the physical phase separation of oil and water. Process streams and waste material are directed via a series of wastewater collection components (process drains, pipes, manholes, junction boxes and sumps) to the separation portion of the system.

Generally, the separation portion of the system consists of oil-water separators and dissolved nitrogen flotation (DNF), dissolved air flotation (DAF), or induced static flotation (ISF) units. An oil-water separator removes suspended solids and sludge, and oil from the influent wastewater. In the calm environment of the oil-water separator tanks, heavy organics and solids settle to the bottom and are removed as sludge or solids. Lighter oils and other organics float to the surface and are removed by mechanical skimmers and sent to slop oil tanks. In the slop oil tanks, the slop oil is treated for recycling or de-watered for disposal. In most systems, the wastewater is then routed to DNF, DAF, or ISF units, where air or gas percolates through the wastewater stream, causing any remaining floating oils and other floating liquid organic materials to float to the surface for removal by skimmers to slop oil tanks.

Collection of wastewater and physical separation of different phase components in the wastewater is sometimes referred to as “primary treatment” whereas “secondary treatment” refers to removal of dissolved organic compounds as described in the next section. All five Bay Area refineries include oil-water separation as part of their collection and separation system, and at all but one of the refineries, oil-water separator effluent is piped directly to a DNF, DAF, or ISF unit. As stated previously, each refinery uses a different system: Marathon Martinez Refinery operates DNF units; Martinez Refining Company operates DNF and DAF units; Valero Benicia Refinery operates an ISF unit; and Phillips 66 Rodeo Refinery operates a DAF unit. The Chevron Richmond Refinery does not operate either a DAF, DNF, or ISF unit in its treatment system and pipes the oil-water separator effluent directly to the secondary treatment units located at the refinery.

### **2. Wastewater Treatment**

After collection and physical separation of different phase components of the effluent, the wastewater treatment portion of the system removes entrained or dissolved organic compounds. The components in this portion of the system may include activated carbon injection tanks, flocculation tanks, biofilters, filters, screens, clarifiers, sludge thickeners, bioreactors, sludge presses, selenium removal and carbon filtration.

Wastewater treatment or “secondary treatment” commences where wastewater leaves the oil-water separator and DNF, DAF, ISF units (if applicable) and enters either equalization tanks or begins biological treatment. Equalization, which reduces fluctuations in the wastewater flow rate and organic content, results in a more uniform effluent quality for biological treatment. Biological treatment utilizes microorganisms which feed on and remove most of the organic materials. The goal is to remove dissolved and/or suspended organic and inorganic compounds from the wastewater prior to discharge into San Francisco Bay Area waters.

Three of the five refineries in the Bay Area (Phillips 66 Rodeo, Valero Benicia, and Martinez Refining Company) utilize dedicated equalization tanks prior to biological treatment while the other two refineries (Marathon Martinez and Chevron Richmond) pipe their effluent directly to biological treatment in the form of open, aerated, bermed ponds and lagoons that also act as equalization ponds. Three refineries (Phillips 66 Rodeo, Valero Benicia, and Martinez Refining Company) utilize activated sludge as their biological treatment process in aerated tanks, with Martinez Refining Company also utilizing an aerated pond open to the atmosphere.

All the Bay Area refineries utilize a combination of additional secondary processes to treat the effluent prior to discharge. These processes include flow controls, pH balancing, the addition of nutrients to sustain the microorganisms, selenium removal, carbon filtration, and water-enhanced wetland treatment. The treated effluent must meet all applicable California Regional Water Quality Control Board standards prior to discharge into San Francisco Bay Area waters.

## **B. Regulatory History**

### **1. Air District AB 617 Expedited BARCT Implementation Schedule**

AB 617, approved July 26, 2017, amended the California Health & Safety Code and established a new community focused program to more effectively reduce exposure to air pollution and preserve public health. AB 617 directed the California Air Resources Board and all local air districts to take measures to protect communities disproportionately impacted by air pollution. One of these measures requires that each air district that is in nonattainment for one or more air pollutants adopt an expedited schedule for implementation of BARCT by the earliest feasible date, but not later than December 31, 2023. This requirement applies to each industrial source subject to California Greenhouse Gas Cap-and-Trade requirements. In December 2018, the Air District's Board of Directors adopted the AB 617 Expedited BARCT Implementation Schedule, which identified a number of potential rule development projects to evaluate and implement BARCT levels of emission control. Development of potential amendments to Rule 8-8 is one of the rule development projects identified in the adopted schedule.

### **2. Air District Rules/Regulations**

Air District Rule 8-8 regulates organic compound emissions from wastewater collection and separation systems operating within the Air District. This Rule requires refineries to enclose and control emissions from all wastewater collection system components, including wastewater separators, wastewater separator forebays, oil-water separator effluent channels, air flotation units, and sludge-dewatering units. Rule 8-8 was first adopted on January 17, 1979 and was amended March 17, 1982; October 8, 1989; June 15, 1994; September 21, 2004; and November 3, 2021. The most recent amendments were part of a larger effort to modify the definition of "Refinery" in Air District rules to account for feedstocks other than petroleum, and as such did not change the requirements or stringency of Rule 8-8.

The Air District also regulates odorous compounds, including those that may be generated from wastewater treatment systems, through Air District Regulation 7 and implements a program for public air quality and odor complaints. When complaints about odors, including odors potentially related to industrial wastewater treatment, are received by the Air District, an inspector is dispatched to investigate the source of the odor. If the odor is found to have originated at a facility or source that is in violation of the applicable rule, then enforcement

action (including fines and/or requiring the installation of additional abatement equipment) can be taken.

### **3. Rules from Other California Air Districts**

Within California, both the South Coast Air Quality Management District (SCAQMD) and the San Joaquin Valley Air Pollution Control District (SJVAPCD) adopted regulations to control emissions from refinery wastewater systems.

*SCAQMD Rule 1176: Volatile Organic Compounds Emissions from Wastewater Systems* is designed to limit volatile organic compound emissions from the wastewater system. Similar to the Air District's Rule 8-8, SCAQMD Rule 1176 specifies requirements not only for wastewater separators, but also the entire wastewater collection system. For wastewater separators, SCAQMD Rule 1176 requires either a floating roof tank or a fixed roof tank vented to an air pollution control device that can achieve 95 percent volatile organic compound destruction efficiency. Rule 1176 has monthly inspection and maintenance requirements for wastewater separators. For drain system components at refineries (which include process drains, manhole covers, junction boxes or other system vents), the system must be a closed system to comply with SCAQMD Rule 1176. This requires the use of water seals on all process drains, and the enclosure of all sewer lines and junction boxes with solid, gasketed fixed covers or manhole covers. In addition, these components are subject to a performance standard of no detectable leaks in excess of 500 ppmv volatile organic compounds. Depending on the type of drain system component, the rule requires inspection and maintenance either monthly, quarterly, semi-annually, or annually.

*SJVAPCD Rule 4625: Wastewater Separators* is similar to the Air District's Rule 8-8 in its applicability. Rule 4625 applies to wastewater separator units, air flotation units, and forebays. The rule is designed to limit volatile organic compound emissions from wastewater separators by requiring a solid cover, a floating pontoon or double-deck cover, or a vapor loss control device that has at least 95 percent control efficiency.

### **4. Federal Regulations**

Three federal regulations apply to refinery wastewater systems: New Source Performance Standards (NSPS) for Volatile Organic Compound Emissions from Petroleum Wastewater Systems (Subpart QQQ), National Emission Standards for Hazardous Air Pollutants (NESHAP) for Benzene Waste Operations (Subpart FF), and NESHAP for Miscellaneous Organic Chemical Manufacturing (Subpart FFFF). These regulations pertain to the emissions of volatile organic compounds and toxic compounds from refinery wastewater systems. Petroleum refineries are subject to the first two federal regulations, whereas refineries that utilize non-petroleum alternative feedstocks are not subject to the NSPS but are subject to both NESHAPs. The applicability of Air District Rule 8-8 may differ slightly from these federal standards and not all refinery wastewater units are subject to all standards; the information in this section is provided in order to establish context of additional regulations for sources covered by the proposed amendments.

Under NSPS Subpart QQQ, performance standards were established for individual drain systems, closed vent systems and control devices, including:

- Each drain shall be equipped with a water seal;
- Junction boxes shall be equipped with a cover and may have an open vent;
- Sewer lines shall not be open to the atmosphere;

- Wastewater systems are subject to regular inspection and maintenance;
- Any control device shall operate with an efficiency of 95 percent or greater to reduce volatile organic compound emissions vented to them; and
- All control devices shall be operated with no detectable emissions, as indicated by an instrument reading of 500 parts per million volatile organic compounds (excluding methane) above background.

Under NESHAP Subpart FF, refineries are required to control emissions of benzene from waste operations, including certain wastewater systems. Biological treatment units are not subject to these requirements if the benzene concentration in the influent entering the unit is less than 10 ppm by weight. Requirements of the regulation include:

- Each drain system shall be equipped with a cover and closed-vent system that routes all organic vapors vented from the drain system to a control device;
- Each oil-water separator shall be equipped with a fixed-roof and closed-vent system that routes all organic vapors vented from the oil-water separator to a control device;
- Each tank shall be equipped with a fixed-roof and closed-vent system that routes all organic vapors vented from the tank to a control device; and
- Waste stream treatment processes shall meet either of the following requirements:
  - Remove benzene from the waste stream to a level less than 10 parts per million by weight (ppmw) on a flow-weighted annual average basis;
  - Remove benzene from the waste stream by 99 percent or more on a mass basis; or
  - Destroy benzene in the waste stream by incinerating the waste in a combustion unit that achieves a destruction efficiency of 99 percent or greater for benzene.

Compliance with these requirements typically involves the use of carbon adsorption or the collection and venting of wastewater gases to the refinery flare system (vent flap system) to control benzene emissions from wastewater systems.

Control requirements under NESHAP subpart FFFF are similar to the requirements of the other two federal regulations.

### **III. TECHNICAL REVIEW**

#### **A. Pollutants**

##### **1. Total Organic Compounds**

Total organic compounds consist of volatile organic compounds and methane. Volatile organic compounds are compounds with a high vapor pressure and among these compounds are many recognized toxic compounds. Ozone, often called smog, is formed by photochemical reactions of precursor organic compounds (most volatile organic compounds are precursor organic compounds) and oxides of nitrogen. Exposure to ozone can damage the lungs and aggravate respiratory conditions such as asthma, bronchitis and emphysema. Emissions of precursor organic compounds were greatly reduced in the Bay Area in recent decades, but the Air District is not in attainment of Federal and State ozone standards. Further reductions

of precursor organic compounds emissions are needed to meet attainment goals and reduce health impacts within the Air District.

Crude oil and hydrocarbons are the main pollutants found in wastewater generated by refineries. These petroleum compounds consist of three main hydrocarbon groups—paraffins, naphthenes or cycloparaffins, and aromatics. Additionally, naphthenic acids, which are known to cause toxic effects and are difficult to remove from refinery wastewater, can be present.<sup>3</sup>

Wastewater treatment systems are also a source of methane, a greenhouse gas identified in AB 32. Methane emissions from wastewater treatment are primarily a function of the amount of organic content present in the wastewater system and how the wastewater is treated. During collection and treatment, wastewater is sometimes managed under anaerobic conditions which is a source of methane emissions. Additionally, the subsequent sludge may be further biodegraded under anaerobic conditions. Untreated wastewater may also produce methane if contained under anaerobic conditions.

## 2. Toxic Air Contaminants

Toxic air contaminant emissions may be generated from the collection, separation, and treatment of refinery wastewater, which may contain hydrogen sulfide, ammonia, phenols, benzene, cyanides, and suspended solids containing metals and inorganic compounds (e.g., halides, sulphates, phosphates, sulfides). Refinery effluents have high polycyclic aromatic hydrocarbons contents, which are toxic and tend to be more persistent in the environment.<sup>4</sup> Emissions from wastewater collection and treatment occur close to ground level and at temperatures close to ambient conditions so they are less likely to disperse through plume rise. This may increase the exposure rates of these toxic compounds to nearby residents.

## B. Emissions Estimates

Organic compounds become entrained in waters used in refinery processes and this results in volatile organic compound and methane emissions from wastewater collection and treatment systems. Volatile organic compound emissions may include toxic air contaminants, such as benzene, toluene, ethylbenzene, xylene, naphthalene, and other toxic compounds. These organic compounds are volatilized during transport to an onsite wastewater treatment system by exposure to high temperatures and turbulence in the transport structures (pipes, manholes, junction boxes, sumps, and lift stations). The emitted vapors collect in the headspaces of these transport structures and can be passively vented to the atmosphere through uncontrolled system openings.

Most emissions from the collection and treatment portion of the system are generated in the following two ways — volatilization and air entrainment.

Volatilization: This occurs when free phase organic liquid streams, which commonly float on the water, are exposed to the atmosphere just as organic liquid would volatilize were it in an open container or spilled on a surface. Volatilization can also occur when wastewater containing organic compounds is exposed to the atmosphere. When this happens,

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<sup>3</sup> Kuyukina, Maria S.; Krivoruchko, Anastasiya V.; Ivshina, Irena B.; 2020. “Advanced Bioreactor Treatments of Hydrocarbon-Containing Wastewater.” *Appl. Sci.* 2020, 10, 831.

<sup>4</sup> *ibid*

compounds biodegrade and volatilize from the water into the air. Factors that may affect this process include temperature, concentration, the gas/liquid partition coefficient, biodegradability, the affinity for adsorption, ventilation of the system, and turbulence or splashing.

Air Entrainment: When liquid that contains petroleum or partial petroleum products is transmitted in contact with air to a transportation system (from a process outlet into a drain), ambient air is entrained in the liquid. Air pockets may become trapped below the water surface and will return to the surface to off-gas later. This off-gassing may include the release of captured volatile organic compounds.

These processes result in emissions of methane and volatile organic compounds, which include toxic air contaminants. According to the California Health and Safety Code,<sup>5</sup> a toxic air contaminant is "an air pollutant which may cause or contribute to an increase in mortality or an increase in serious illness, or which may pose a present or potential hazard to human health." In addition, substances which are listed as federal hazardous air pollutants pursuant to section 7412 of Title 42 of the United States Code are toxic air contaminants under the State's air toxics program.

**Table 1 – 2019 Refinery Provided Volatile Organic Compound Emissions Estimates for Refinery Wastewater Treatment Units**

Refinery	Total Annual Estimated Volatile Organic Compound Emissions (tpy)
Phillips 66 Rodeo	0.39
Martinez Refining Company	5.52
Marathon Martinez	21.97
Valero Benicia	2.23
Chevron Richmond	78.81
<b>TOTAL</b>	<b>108.92</b>

Table 1 shows the volatile organic compound emissions estimates for refinery wastewater treatment units provided by the refineries. Staff reviewed these estimates and determined that these are realistic estimates for emissions from the wastewater collection and separation systems, but may not accurately account for emissions from secondary treatment systems. Staff continue to evaluate emission estimates from these secondary treatment sources. In 2020 and 2021, the Air District conducted a cross-divisional Organics Emission Estimation effort to determine knowledge gaps and to estimate emissions from facilities and processes associated with handling, storage, and recovery of organic materials. These facilities include landfills; material recovery facilities (MRFs) and transfer stations; composting and wood chip-and-grind facilities; and wastewater treatment and anaerobic digestion (POTWs/AD); and wastewater treatment at refineries. The knowledge assessment phase of that project was completed in March 2021, and staff found that studies using optical remote sensing suggest that measured total VOC emission rates may be significantly larger than the emission rates reported in recent refinery emission inventories. These high emissions are likely from the secondary treatment portions of these systems and can fluctuate and may be highly episodic. Therefore, accurate measurement and characterization of these emissions can be highly

<sup>5</sup> California Health and Safety Code, Division 26, Part 2, Chapter 3.5, Article 2, Section 39655(a).

challenging. Based on the findings, further evaluation is needed to improve estimations of emissions and better understand control potentials for these secondary treatment sources. Staff plans to utilize the data collected through the proposed monitoring and sampling requirements of the proposed amendments to better characterize and quantify emissions from these refinery wastewater treatment sources.

Organic emissions were qualitatively observed to be coming from the secondary treatment ponds when floating oil is visible on the surface and as a byproduct of aeration efforts in the ponds. The presence of floating oil on the surface has been correlated with odors that were detected by Air District staff. These odors lead to complaints by the public which correlate well with seasonal wind patterns.

Due to the highly episodic nature of emissions from secondary treatment sources, the unpredictable nature of leaks, and other challenges discussed in the previous section, it is not possible to robustly quantify the emission reductions associated with the proposed amendments to Rule 8-8. However, Air District staff believes that these amendments are necessary to improve enforceability of Rule 8-8, and achieve previously anticipated emission reductions from the regulation of these sources. In addition, these amendments include requirements for wastewater sampling and testing that are intended to improve characterization and increase understanding of the potential for emissions from these secondary treatment systems.

## **C. Control Methods**

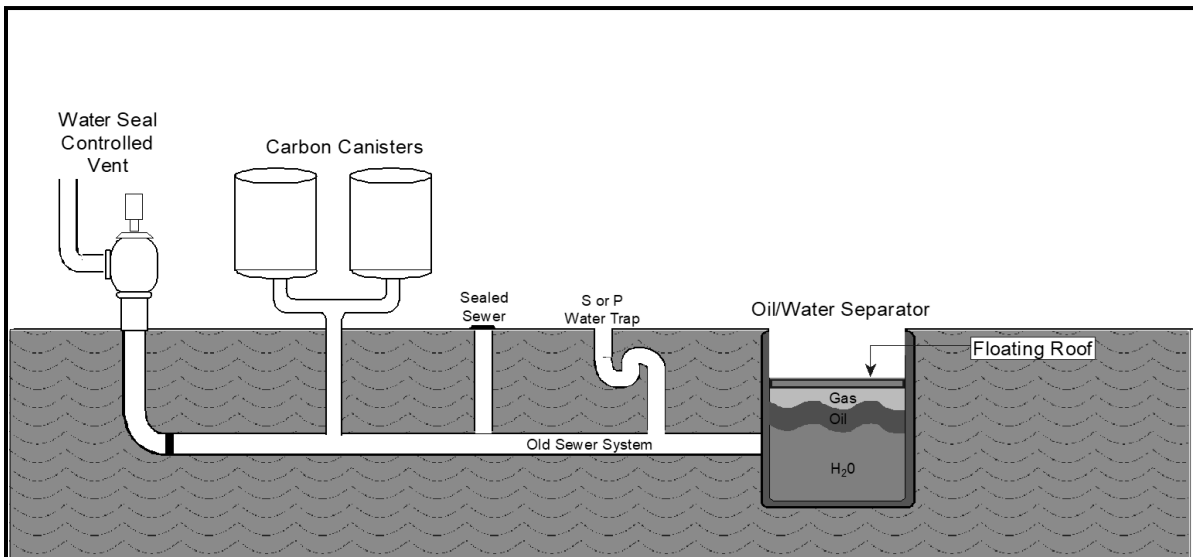
### **1. Wastewater Collection and Separation Systems**

The primary purpose of wastewater collection and separation is to remove organic compounds and other contaminants from the wastewater. The more efficiently the system separates, removes, and collects organic compounds from the wastewater, the less likely the organic compounds will be emitted to the atmosphere or be discharged into Bay waters. Several technologies and strategies are available to control emissions from wastewater collection and separation systems. They can be largely grouped into two categories: pollution prevention and emission controls. Pollution prevention strategies reduce emissions at their source by changes in operation, while emission controls reduce emissions after volatile organic compound-containing materials enter the wastewater system.

Equipment control strategies can require the installation of new equipment or devices or physical changes to the wastewater system. Potential equipment control strategies applicable for refinery wastewater systems can include a number of different components. Examples of emissions controls are gasketed or sealed collection system components, water sealed collection system components, activated carbon scrubbers, water impingement scrubbers,

vacuum stripping columns, and thermal oxidizers. Figure 2 schematically shows the application of these control strategies in a wastewater system.

**Figure 2**  
**Potential Equipment Control Strategies<sup>6</sup>**



**a) Water Seals**

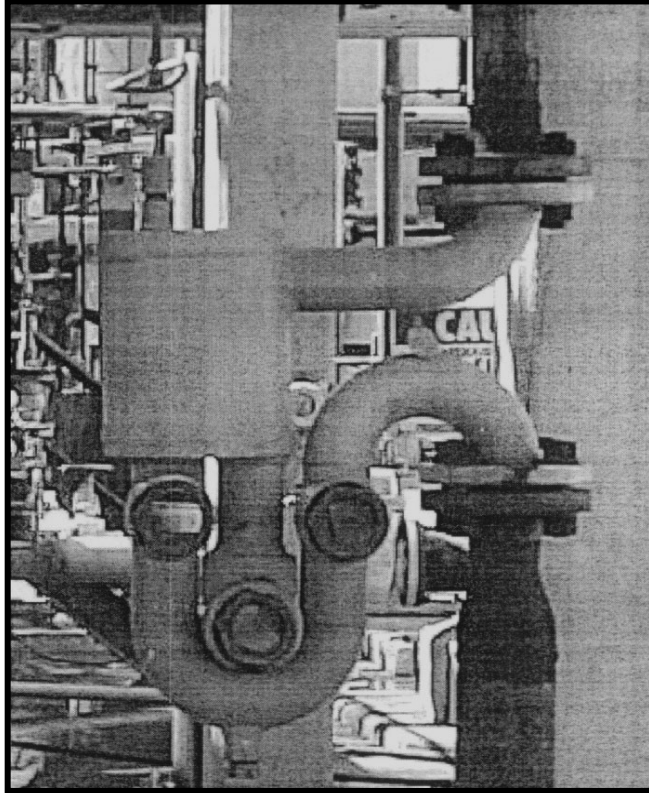
Installing water seals on process drains and vents open to the atmosphere helps prevent emissions from downstream sewer lines from escaping back out of the drain or vent opening. However, even with water seals installed in drains, emissions can be generated from volatile organic compound-containing liquid left standing in the water seal that was not flushed into the sewer line. In addition, water allowed to evaporate from the water seal control may result in emissions from the drain or vent similar to those from uncontrolled units. Two types of water seal configurations are:

- P-leg seal configuration (similar to a kitchen sink drain).
- Liquid seal inserts that can be placed in existing process drains and junction box vents (shown in Figure 3).

<sup>6</sup> California Air Resources Board and Bay Area Air Quality Management District, 2004. "Final Draft Technical Assessment Document - Potential Control Strategies to Reduce Emissions from Refinery Wastewater Collection and Treatment Systems," May.



**Figure 3**  
**Typical Design of a Liquid Seal Insert For Junction Box Vents<sup>7</sup>**



The overall control efficiency of this method is estimated at 65 percent,<sup>8</sup> but varies depending on the degree of maintenance of the water seal. To be effective, this approach requires an extensive inspection and maintenance (I&M) program. An effective inspection and maintenance program is designed to inspect components on a regular basis and maintain and repair these components as necessary. These I&M programs may include:

- Inspection of sealed manholes for corrosion and leaks;
- Inspection of water seals for evaporated water or accumulation of trapped volatile organic compound containing material;
- Inspection and repair of visible leaks from a sealed wastewater system; and
- Measurement of volatile organic compound concentrations in and around controlled systems (leak detection program).

#### **b) Vent Control Devices**

Collecting and routing vented emissions to a control device can reduce emissions from wastewater collection systems. Potential emission control devices for wastewater collection systems (predominately junction box vents) include carbon adsorption, thermal oxidation, catalytic oxidation, and condensation.

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<sup>7</sup> California Air Resources Board and Bay Area Air Quality Management District, 2004. "Final Draft Technical Assessment Document - Potential Control Strategies to Reduce Emissions from Refinery Wastewater Collection and Treatment Systems," May.

<sup>8</sup> South Coast Air Quality Management District, 1996. Final Staff Report for Proposed Amended Rule 1176 – VOC Emissions from Wastewater Systems. September.

These control strategies can achieve greater than 95 percent control efficiency. Table 2 below provides information on the operating range and control efficiencies for each of the emission control devices identified above. In addition to the different operating ranges and control efficiencies, these emission control devices also have different applicability for specific pollutants or waste streams. For example, carbon adsorption can effectively control volatile organic compounds, but is incapable of capturing methane, whereas a thermal oxidizer can achieve high combustion efficiency of total organic compounds, including methane.

**Table 2 – Operating Ranges for Potential Vapor Recovery And Control Equipment<sup>9</sup>**

Control Technology	Applicable Volatile Organic Compound Range (ppmv)	Capacity (cfm)	Removal Efficiency
Carbon Adsorption	20-5,000	60,000	90-98%
Thermal Oxidation	100-2,000	500,000	95-99%
Catalytic Oxidation	100-2,000	100,000	90-95%
Condensation	>5,000	20,000	50-90%

Source: Shen, Almon M. "Stationary Source VOC and NOx Emissions and Controls," Presentation at the 1995 Air Pollution Prevention Conference, Taipei, Taiwan, October 1995.

An application of an emission control device (carbon adsorption) in a refinery wastewater system is shown in Figure 4. Figure 5 shows a schematic of a basic thermal oxidizer.

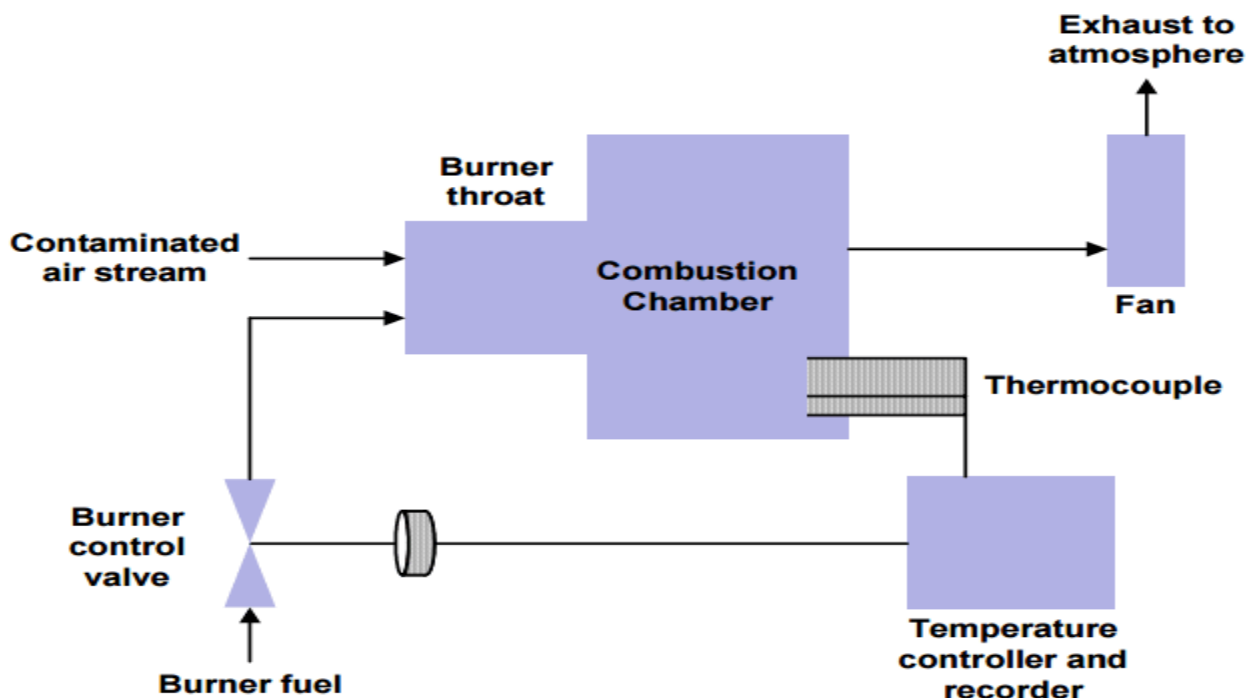
**Figure 4  
Use of Carbon Adsorption for Control of Wastewater Collection Systems at a Refinery<sup>10</sup>**



<sup>9</sup> Shen, Almon M., 1995. "Stationary Source VOC and NOx Emissions and Controls," Presentation at the 1995 Air Pollution Prevention Conference, Taipei, Taiwan. October.

<sup>10</sup> California Air Resources Board and Bay Area Air Quality Management District, 2004. "Final Draft Technical Assessment Document - Potential Control Strategies to Reduce Emissions from Refinery Wastewater Collection and Treatment Systems," May.

**Figure 5**  
**Thermal Oxidizer<sup>11</sup>**



**c) Hard Piping**

Enclosing open weirs and lines with direct piping (also called hard piping) is the most stringent control strategy for reducing volatile organic compound emissions, as this limits the potential for exposure of wastewater to ambient air. Complete drainage system enclosure can be accomplished in the following manner:

- Hard-pipe process units to the wastewater separator and then remove or cap all existing process drains;
- Hard-pipe process units to a drain box enclosure;
- Hard-pipe those process units identified as the largest contributors to process drain emissions; and
- Hard-pipe junction boxes that are completely covered and sealed with no openings.

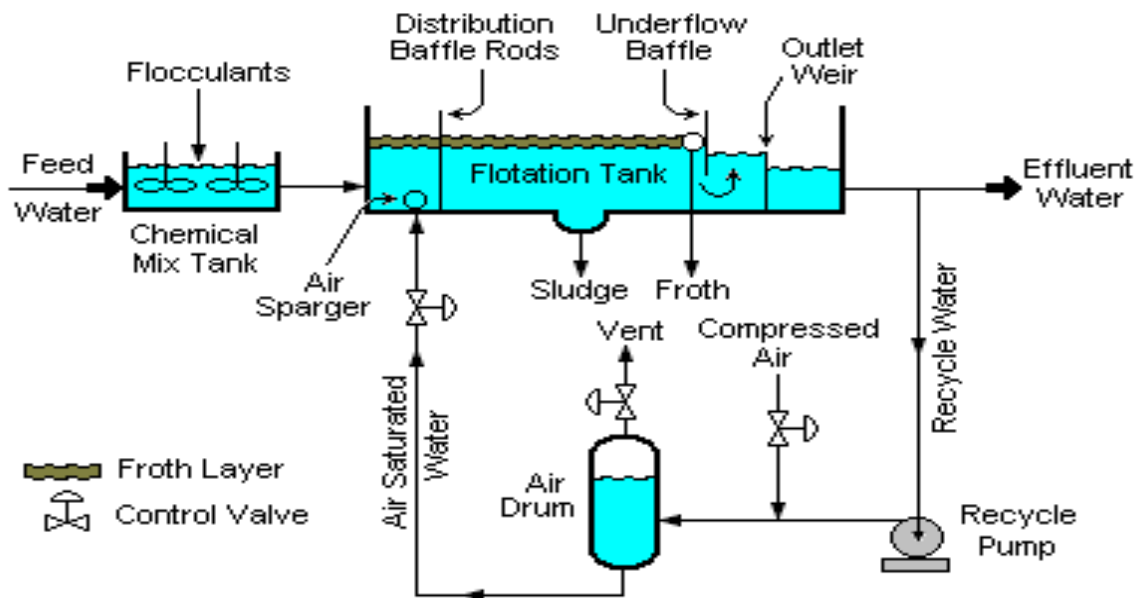
This method is considered to have up to 100 percent control efficiency. However, potential safety issues and reconstruction complexity may be limiting factors on the feasibility of converting an existing open drainage system to a totally enclosed system.

<sup>11</sup> US EPA, 2022. Monitoring by Control Technique – Thermal Oxidizer. <https://www.epa.gov/air-emissions-monitoring-knowledge-base/monitoring-control-technique-thermal-oxidizer>. Updated November 29, 2022.

**d) Dissolved Air Flotation (DAF), Dissolved Nitrogen Flotation (DNF), Induced Static Flotation (ISF) Devices**

DAF, DNF, and ISF are water treatment processes that clarify wastewaters (or other waters) by the removal of suspended matter such as oil or solids. In DAF and DNF devices, the removal is achieved by dissolving air or nitrogen in the water or wastewater under pressure and then releasing the air or nitrogen at atmospheric pressure in a flotation tank basin. The released air or nitrogen forms tiny bubbles which adhere to the suspended matter, causing the suspended matter to float to the surface of the water where it may then be removed by a skimming device. The process is also often assisted by the addition of a coagulant or a flocculant to the flow water, which encourages clustering of colloidal particles. An ISF device operates in a similar manner but generates bubbles hydraulically. Typically, DAF, DNF, and ISF are used to clarify wastewater from food processing plants, oil refineries, oil fracking operation, chemical plants, and paper mills, among others. An effective DAF, DNF, or ISF system is efficient and can clarify high volumes of wastewater in one session. Figure 6 shows a typical DAF unit.

**Figure 6  
Dissolved Air Flotation (DAF) Unit<sup>12</sup>**



Removal of free phase organic liquid from the effluent stream prior to secondary treatment reduces the potential for emissions to be generated. The use of DAF, DNF, or ISF units to remove suspended matter such as oil or solids can reduce these potential emissions, however, their efficacy may depend on a number of different factors, including effluent stream characteristics and operational parameters. Operators at Chevron Richmond maintain that the efficiency of their oil-water separators eliminates the need for further removal of floating organic materials. Air District staff intend to continue evaluating the efficacy of all of these separation devices, and plan to continue efforts to identify potential monitoring, sampling, and

<sup>12</sup> Beychok, M., 2007. DAF Unit. [https://upload.wikimedia.org/wikipedia/commons/7/75/DAF\\_Unit.png](https://upload.wikimedia.org/wikipedia/commons/7/75/DAF_Unit.png). August 24, 2007.

modeling efforts to better characterize and quantify emission from these sources and further understand the efficacy of these systems.

#### **e) Pollution Prevention Strategies**

In addition to the use of equipment control strategies to reduce volatile organic compound emissions from wastewater collection systems, there are also several pollution prevention strategies that can reduce emissions. These approaches differ from the equipment control strategies and are designed to reduce the source of the volatile organic compound emissions (pollution prevention) through operational changes in the refinery, as opposed to controlling the emissions themselves with equipment. As stated in the previous section, increased monitoring of organic concentrations and the presence of oil and grease in wastewater would help to increase understanding of the potential for emissions to the air from secondary treatment.

Inspection and maintenance programs can also reduce emissions from wastewater collection systems. These may include monitoring of waste generation (either through continuous samplers or regular testing), monitoring the use of open pits, and regular training of refinery inspectors. An inspection and maintenance program may be an integral part of a successful pollution prevention strategy. Any component found not to be vapor-tight should be repaired in a timely manner, and records of inspection, and re-inspection after repair, must be maintained.

## **2. Secondary Treatment Systems**

Based on staff's current understanding of refinery wastewater secondary treatment systems and control strategies, further evaluation is needed to improve estimations of emissions and better understand control potentials for these secondary treatment sources. Staff continues to study and gather information on emissions generation and potential control strategies at these secondary treatment systems but is not including additional control requirements for secondary treatment in the proposed amendments to Rule 8-8 at this time. The proposed Rule 8-8 amendments do include requirements for wastewater sampling and testing that are intended to improve characterization and increase understanding of the potential for emissions from these secondary treatment systems.

## **D. Leak Detection Methods**

Leak detection is also an important aspect of reducing organic compound emissions from wastewater treatment systems. Methods and instruments for detecting leaks are discussed below.

### **1. EPA Method 21**

EPA Method 21<sup>13</sup> is a technique for determining volatile chemical compound leaks on process equipment sources. These sources include, but are not limited to, valves, flanges and other connections, pumps and compressors, pressure relief devices, process drains, open-ended valves, pump and compressor seal system degassing vents, accumulator vessel vents, agitator seals, and access door seals.

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<sup>13</sup> Code of Federal Regulations, Title 40, Chapter 1, Subchapter C, Part 60, Appendix A-7 to Part 60.

Under EPA Method 21, a portable instrument is used to detect volatile organic compound leaks from individual sources. The method requires that the instrument detector is able to respond to the compounds being processed and is capable of measuring a range of values that includes the target concentration specified in the applicable regulation. Additionally, the scale of the instrument meter must be readable to  $\pm 2.5$  percent of the defined leak concentration. Detector technologies that may meet this requirement include, but are not limited to, catalytic oxidation, flame ionization, infrared absorption, and photoionization.

## **2. Instrumentation**

Current industry practice for leak detection under EPA Method 21 is to use flame ionization detectors (FIDs), photoionization detectors (PIDs), or a combination of the two. These detectors are described below.

### **a) Flame Ionization Detector (FID)**

An FID uses a hydrogen-air flame to combust the sample in a carrier gas (usually air) and detect its concentration by measuring the generation of liberated ions (charged atoms or molecules). Advantages of this method are simplicity of operation, high sensitivity, and a wide measurement range (for example, many hydrocarbons can be measured over a range of 0.1 to 50,000 parts per million). FIDs can detect volatile organic compounds (e.g., benzene, solvents, and pesticides) and many other carbon-containing compounds, including methane, and toxic compounds such as hydrogen cyanide. To measure methane emissions, a carbon filter tip is utilized, and the value obtained may be subtracted from the measurement without a filter tip to determine non-methane organic compounds. FIDs are relatively rugged and resistant to misuse, inexpensive to purchase and operate, require little maintenance, and can measure many organic compounds, especially hydrocarbons, at very low and high concentrations. FIDs are typically used for gas leak detection, fugitive emissions monitoring, hazardous waste site evaluation, and leak detection in fuel and chemical storage tanks.

### **b) Photoionization Detector (PID)**

PIDs use a high-energy ultraviolet (UV) light source to ionize the molecules in a sample collected by an air pump. The ions produce an electric current, which is converted to a concentration reading. They detect only those substances that can be ionized by the UV photons. PIDs cannot detect methane, the principal component of natural gas, because this substance is not ionized by UV. They are also subject to potential interferences in conditions of extremely high humidity. As such, it is expected that FIDs will be utilized to determine compliance with the proposed amendments.

## **IV. PROPOSED RULE AMENDMENTS**

### **A. Purpose**

Proposed amendments to Rule 8-8 are intended to further limit emissions of volatile organic compounds and methane from refinery wastewater collection and separation systems and implement the requirements of AB 617. Proposed amendments to Rule 8-8 would increase the stringency of leak standards for wastewater collection and separation equipment at refineries, require identification of components for ease of inspection, increase frequency of leak inspections, and strengthening protocols for repairing and minimizing leaks. These

changes would help Air District staff more effectively enforce Rule 8-8 and would help eliminate potential circumvention of the Rule. The proposed requirements are intended to improve consistency with comparable leak detection and repair provisions of recently updated Air District rules and regulations, as noted in the sections below, and incorporate updates to detection instrumentation and methodologies. Together, these changes are intended to ensure that leak detection and repair requirements are consistent with BARCT practices for wastewater treatment operations and can be enforced effectively and robustly. Emission reductions in organic compounds would also be expected to result in a co-benefit of potential reductions of methane and toxic air contaminant components that may be part of the organic compound emissions.

The proposed amendments to Rule 8-8 would establish and modify industrial wastewater collection and separation system standards to limit “total organic compounds”; the current standards only limit “organic compounds,” which historically was defined by the Air District, and measured in a way that excluded methane. Methane is a potent and short-lived greenhouse gas and limiting these emissions is consistent with Air District policy goals to reduce greenhouse gas emissions. Additionally, the proposed amendments update leak detection methodologies and instrumentation requirements to appropriately align with the applicable proposed standards.

Note that these proposed amendments to Rule 8-8 are intended to address the operation of refinery wastewater collection and separation systems, and do not include additional control requirements for the operation of wastewater secondary treatment systems. The proposed amendments include expanded wastewater monitoring requirements to improve characterization and increase understanding of the potential for emissions from secondary treatment systems. Future amendments to Rule 8-8 may potentially address emissions control methods for wastewater secondary treatment systems including biological treatment, as sufficient information is obtained to merit such a revision.

## **B. Summary of Amendments**

The major provisions of the proposed amendments to Rule 8-8 include:

- Limiting emissions of total organic compounds (including methane) from the wastewater collection and separation systems. The current rule addresses only volatile organic compound emissions (excluding methane).
- Amending leak and vapor-tight standards to cover total organic compounds (including methane). The existing rule only limits volatile organic compounds, and the modification of these limits to include methane would result in more stringent standards at refineries.
- Adding standards at refineries for wastewater collection and separation system components with a clear single vapor-tight emissions standard (500 ppmv), which would expand these vapor-tight requirements to all applicable wastewater collection and separation system components.
  - The new standards require wastewater collection and separation system components at refineries to comply by being vapor-tight (a leak of less than 500 ppmv total organic compounds [expressed as methane] above background) or by operating a vapor-tight collection system routed to a vapor recovery or abatement system which has a minimum combined collection and destruction efficiency of 95 percent, by weight, for abating emissions of total

organic compounds (including methane) from the component. The collection system may also show compliance through achieving an outlet concentration of 500 ppmv total organic compounds [expressed as methane] above background levels.

- Prohibiting the discharge of non-aqueous phase hydrocarbon streams into collection and separation systems and prohibiting discharge of free phase organic liquid streams into refinery secondary treatment process components.
- Strengthening leak detection and repair protocols by adding requirements for:
  - Quarterly inspection of collection and separation components;
  - Reinspection of any leak repair or minimization within 24 hours;
  - Monthly inspection of recurring leaks; and
  - Repair of leaks within 24 hours if discovered by the Air District.
- Monitoring of organic concentrations and the presence of oil and grease in wastewater to increase understanding of the potential for emissions to the air from secondary treatment.

A summary of the proposed amendments to Rule 8-8 is provided in Table 3 and discussed in further detail in the sections below. Minor and non-substantive changes are not specified.

**Table 3 – Summary of Proposed Amendments to Rule 8-8**

Rule Section #	Summary of Proposed Amendments
8-8-101	Changes description to regulate both volatile organic compounds and methane as “total organic compounds.” The currently adopted version of Rule 8-8 only limits emissions of “organic compounds,” which do not include methane.
8-8-102	Adds an “Applicability” section.
8-8-110	Deletes outdated exemption for wastewater separators which process less than 760 liters (200 gals.) per day of wastewater containing organic liquids.
8-8-112, 8-8-113	Bifurcates limited exemptions for Temperature and Critical Total Organic Compound Concentrations for clarity and for consistency with changes to Section 8-8-101 above.
8-8-114, 8-8-115	Edited for clarity.
8-8-116, 8-8-117	Edited to reflect renumbering of other sections.
8-8-118	Adds a limited exemption for refineries from requirements that apply only to non-refinery facilities.
8-8-119	Adds a limited exemption for refineries to clarify that the requirements of Section 8-8-315 do not apply to wastewater separation systems and wastewater collection system components when in use during active inspection, active maintenance, active repair, or active sampling.
8-8-200	Throughout this portion of the rule, existing sections are renumbered to bring definitions into alphabetical order and minor administrative changes are made.
8-8-203	Redefines “Critical Organic Compound” to “Critical Total Organic Compound” to include both volatile organic compounds and methane.
8-8-204	Adds new definition of “Free Phase Organic Liquid.”



Rule Section #	Summary of Proposed Amendments
8-8-206	Modifies definition of junction box as any structure where one or more sewer lines meet and removes the word “co-mingled.”
8-8-207	Adds definition of “Leak (or Leakage)”.
8-8-209	Clarifies the definition of “Leak Repair” by providing greater detail.
8-8-212	Adds new definition for “Non-Aqueous Phase Hydrocarbon Streams” as organic liquids not dissolved in, or mixed with, wastewater.
8-8-216	Adds slop oil vessels to definition of “Oil-Water Separator Slop Oil.”
8-8-221	Clarifies definition of process drains to include a single stream or multiple streams.
8-8-229	Adds the definition of “Total Organic Compounds” to include both volatile organic compounds and methane.
8-8-231	Changes the definition of “Vapor-Tight” to “a leak of less than 500 ppmv total organic compounds” to include methane for consistency with other changes to the rule.
8-8-235	Modifies definition to refer to total organic compounds for consistency with other changes to the rule.
8-8-236	Adds “Components” to the definition title for consistency purposes.
8-8-238	Modifies definition to refer to total organic compounds for consistency with other changes to the rule.
8-8-301 through 8-8-308	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections.
8-8-302	Subsection 302.6 deleted to remove redundancy with new standards for wastewater collection and separation system components addressed in new Section 8-8-315. Other minor administrative changes are also made.
8-8-312 through 8-8-314	Removed and renumbered to address changes to the standards for wastewater collection system components at refineries.
8-8-315	<p>Adds standards for wastewater collection system components and wastewater separation system components at refineries.</p> <p>Note: The standards for all controlled and uncontrolled wastewater collection system components and wastewater separation system components have been considerably simplified and consolidated to require owners or operators of these systems to comply by being vapor-tight (a leak of less than 500 ppmv total organic compounds [expressed as methane] above background) or by operating a vapor-tight collection system routed to a vapor recovery or abatement system which reduces the emissions of total organic compounds from the component by 95 percent or greater, by weight. The collection system may also show compliance through achieving an outlet concentration of 500 ppmv total organic compounds [expressed as methane] above background levels.</p>
8-8-316	Adds new standard for “Prohibition of Discharge at Refineries” to prevent the discharge of any non-aqueous phase hydrocarbon streams into wastewater collection system components and to prevent the discharge of any free phase organic liquid streams into secondary treatment process components.
8-8-402	Changes the administrative requirements for wastewater collection and separation system identification and inspection at refineries and deletes several subsections which are now addressed in Sections 8-8-405 and 8-8-406.

<b>Rule Section #</b>	<b>Summary of Proposed Amendments</b>
8-8-402.1	Adds new requirements for unique identification codes for all wastewater collection and separation system components.
8-8-402.4	Adds new requirements for quarterly inspection of all wastewater collection and separation system components.
8-8-403	Removes outdated language providing a compliance schedule for the control of wastewater collection system components at refineries.
8-8-404	Removes outdated requirement for uncontrolled wastewater collection system components election.
8-8-405	Adds new language for a repair schedule for leak excesses at refineries.
8-8-406	Adds new language for a recurrent leak schedule at refineries.
8-8-501 through 8-8-504	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections. Record retention time increased from 2 years to 5 years.
8-8-504	Modifies the description of "Portable Hydrocarbon Detector" to be consistent with Air District Rule 8-18.
8-8-505	Modifies the language requiring that refineries keep records for their wastewater collection and separation system components.
8-8-506	Adds new language for source testing requirements for refineries that use abatement devices to comply with the requirements set forth in Section 8-8-315.2. This section does not apply to devices with existing source testing or parametric monitoring requirements associated with its permit to operate.
8-8-507	Adds monitoring requirements for organic concentrations in wastewater at end of collection, separation, and secondary treatment.
8-8-508	Adds recordkeeping requirements for wastewater monitoring addressed in previous section.
8-8-601	Adds language on the applicable methods used for determination of total organic concentration in wastewater.
8-8-602 through 8-8-603	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections.
8-8-603	Updates the section numbers to which the inspection procedures apply.
8-8-604	Adds language on the determination of abatement efficiency of an abatement device.
8-8-605	Adds language on the methods used for determination of organic concentration in wastewater.

### **C. Applicability**

Proposed amendments to Rule 8-8 include a new Applicability section stating that the rule applies to anyone who operates a wastewater collection system and/or a wastewater separation system component. The purpose of Rule 8-8 is to limit the emissions of total organic compounds (organic compounds and methane) from wastewater collection and separation systems that handle liquid organic compounds from industrial processes.

## **D. Exemptions**

Sections 8-8-112 – Limited Exemption, Wastewater Temperature and 8-8-113 – Limited Exemption, Wastewater Critical Total Organic Compound Concentration: Section 8-8-112 previously consisted of two exemptions: Exemption, Wastewater Critical Total Organic Compound Concentration and Exemption Temperature. These previous exemptions were limited to specific sections of the rule and included exclusions to the exemption. For clarity, proposed amendments change this exemption to two separate limited exemptions. Also, the proposed amendments change the language from “Critical Organic Compound Concentration” to “Critical Total Organic Compound Concentration” to include both volatile organic compounds and methane—methane is not included in the currently adopted version of Rule 8-8. This amendment is consistent with the other proposed amendments described, including the proposed amendments to Section 8-8-101 wherein the purpose of Rule 8-8 was changed to limit the emissions of total organic compounds from wastewater collection and separation systems that handle liquid organic compounds from industrial processes.

Section 8-8-118 – Limited Exemption, Refineries: The proposed amendments include an exemption to clarify that requirements that apply only to non-refinery facilities (Sections 8-8-301, 302, 303, 305, 306, 307, and 308) do not apply to wastewater collection and separation systems at refineries.

Section 8-8-119 - Limited Exemption, Inspection, Maintenance, Repair and Sampling at Refineries: The proposed amendments add a limited exemption for wastewater collection and separation system components at refineries from the requirements of Section 8-8-315 when in use for active inspection, active maintenance, active repair, or active sampling.

## **E. Definitions**

Section 8-8-203 – Critical Total Organic Compound: The proposed amendments expand this existing definition for “Critical Organic Compound” to “Critical Total Organic Compound”, which is defined to include methane. The proposed amendments also ensure that Toxic Air Contaminants are included in the total regardless of carbon number.

Section 8-8-205 – Free Phase Organic Liquid: The proposed amendments add a new definition of “Free Phase Organic Liquid” to describe hydrocarbon liquid, that is present as a discrete liquid phase, rather than dissolved in the wastewater phase, commonly floating on the water and visible at the surface.

Section 8-8-207 – Junction Box: The proposed amendments change the definition of “Junction Box” to remove the requirement for one or more wastewater streams to be co-mingled. This change would better define a junction box as any structure where one or more sewer lines meet and remove any confusion caused by having wastewater streams required to be co-mingled.

Section 8-8-208 – Leak (or Leakage): The proposed amendments add the definition of “Leak (or Leakage)” as the concentration of total organic compounds (expressed as methane) above background, as measured in accordance with Section 8-8-603.

Section 8-8-210 - Leak Repair: The proposed amendments define in more detail what constitutes a “Leak Repair” by clarifying that the leakage is to be reduced from the entire piece

of equipment (e.g. the entire cover, the entire seal, the entire inspection hatch, the entire piece of gasketing material, etc.) where the leak has been detected to below the detection limit and is not just limited to the portion of the piece of equipment where the leak is detected.

Section 8-8-213 – Non-Aqueous Phase Hydrocarbon Streams: The proposed amendments add the definition for organic liquids not dissolved in, or mixed with, wastewater, to be deemed “Non-Aqueous Phase Hydrocarbon Streams”.

Section 8-8-230 – Total Organic Compounds: The proposed amendments add the definition of “Total Organic Compounds” which includes the concentration of methane in addition to the concentration of organic compounds as defined in Section 8-8-219. This definition is consistent with the definition found in Air District Rule 8-18: Equipment Leaks.

Section 8-8-237 – Wastewater Separation System Components: The proposed amendments add the word “Components” for consistency with Section 8-8-235: Wastewater Collection System Components. At refineries, each component of a system is subject to the vapor-tight standard or must be routed to a vapor-tight collection system for recovery or destruction by 95% minimum by weight. Vent Pipes are included as components and are subject to these control standards at refineries.

## **F. Standards**

Section 8-8-302 – Wastewater Separators Larger than or Equal to 18.9 Liters per Second: Subsection 302.6 has been deleted as these requirements for equipment at refineries are now addressed in Sections 8-8-315, 402, and 405.

Sections 8-8-312, 313, and 314 – Controlled Wastewater Collection System Components at Refineries, Uncontrolled Wastewater Collection System Components at Refineries, and New Wastewater Collection System Components at Refineries, respectively: These sections have been deleted in the proposed amendments, and new sections described below address these components.

Section 8-8-315 – Wastewater Collection System Components and Wastewater Separation System Components at Refineries: In the proposed amendments the standards for all controlled and uncontrolled wastewater collection system components and wastewater separation system components have been considerably simplified and consolidated. The proposed standards require these systems to comply either by being vapor-tight (a leak of less than 500 ppmv total organic compounds [expressed as methane] above background) or to comply by operating a vapor-tight collection system routed to a vapor recovery or abatement system that reduces the emissions of total organic compounds from the component by 95 percent or greater, by weight. In the case of an abatement system that may not be able to achieve 95 percent control efficiency of methane, demonstration of an outlet concentration of less than 500 ppmv [expressed as methane] also meets the requirements of Section 8-8-315.

In the case that an uncontrolled drain or other wastewater system component registers as a leak with a non-vapor tight reading of over 500 ppmv [expressed as methane], it is expected that facilities would take the appropriate steps to control this leak to comply with the proposed standards, including measures such as installing seals. Based on the hydrocarbon content of wastewater collection system streams, Air District staff’s current understanding is that while

these measures would be sufficient to comply with the requirements of Section 8-8-315, the Air District is not aware of any specific circumstances at these facilities that would require installations of additional seals.

Existing rule language does not require all wastewater collection system and wastewater separation system components to be vapor-tight or emissions to be abated by 95 percent or greater during normal operation. Proposed amendments expand and clarify the requirements and will aid enforceability.

Section 8-8-316 – Prohibition of Discharge at Refineries: The proposed amendments add prohibitions for the owner or operator of a wastewater collection system component, separation system component, or secondary treatment process component at a refinery from discharging non-aqueous phase hydrocarbon streams into wastewater collection system components and prohibits them from discharging any free phase organic liquid streams into secondary treatment process components. Violation of this prohibition would be determined by collection of samples of the discharge and subsequent laboratory analysis as specified in the Manual of Procedures section of the rule.

This standard is intended to prohibit regular, programmatic, or significant discharges of non-aqueous hydrocarbon streams and free-phase organic liquid streams into the wastewater collection and treatment system. Air District staff understands that there may be instances in which drips or small spills of non-aqueous phase hydrocarbon streams may be discharged into drains or other wastewater system components. Should these discharges be observed by Air District enforcement staff, further monitoring or procedural review may take place to determine if the discharge is incidental or insignificant or if it requires enforcement action to be taken. For example, measurements with an FID may determine that an accidental discharge does not register over 500 ppmv [expressed as methane] and that the system therefore remains vapor tight. Any observed discharge that does not meet the requirements of Section 8-8-316 may be investigated to determine if facility procedures for sampling or other standard operating procedures dictate the regular, significant discharge of non-aqueous hydrocarbon or free-phase organic liquid into the wastewater collection and treatment system.

The requirements of Section 8-8-316 additionally apply only to discharge into the wastewater collection or secondary treatment system. Any samples taken by Air District staff to determine compliance with this standard will be taken at the point of discharge. Air District staff understands that throughout the wastewater treatment process, including in the secondary treatment system, separation of small amounts previously entrained hydrocarbons or organic liquids may occur. This is understood to be a normal part of the treatment process and does not meet the definition of discharge of a non-aqueous hydrocarbon or free-phase organic liquid stream.

## **G. Administrative Requirements**

Section 8-8-402 – Wastewater Collection and Separation System Identification and Inspection at Refineries: The proposed amendments include changes in the requirements for wastewater collection and separation system identification and inspection at refineries, including a requirement to physically identify all wastewater collection and separation components with unique tags and permanent identification codes. The unique tag and identification code would be used to differentiate between vapor-tight components and those components routed to a vapor recovery or abatement system. To ensure that leaking components are discovered and

repaired in a timely fashion, each wastewater collection or separation system component at a refinery would be required to be inspected quarterly (Section 8-8-402.4).

Section 8-8-403 – Refinery Compliance Schedule: All compliance dates referenced in this section have passed, so the refinery compliance schedule has been deleted as part of the proposed amendments. All controls on wastewater collection system components were required to be installed by April 30, 2007.

Section 8-8-404 – Uncontrolled Wastewater Collection System Components Election: This section has been deleted in the proposed amendments, as the compliance option dates listed have passed. Each refinery was to select a compliance option by November 1, 2004.

Section 8-8-405 – Repair Schedule for Leak Excesses at Refineries: The proposed amendments include a multi-step monitoring protocol for repairing leak excesses at refineries. These include: requirements for identification, recordkeeping, and reinspection; and protocols for increased monitoring of recurring leaks and expedited repair of leaks discovered by the Air District. This ensures a more rigorous and thorough approach for leak repair consistent with the requirements of Air District Rule 8-18: Equipment Leaks.

Section 8-8-406 – Recurrent Leak Schedule at Refineries: The proposed amendments include a recurrent leak schedule at refineries for any equipment found leaking in more than three consecutive quarters. The required inspection frequency shall be increased from quarterly to monthly and return to quarterly after four consecutive months of leak free operation. This is consistent with the requirements of Air District Rule 8-18: Equipment Leaks.

## **H. Monitoring and Records**

Section 8-8-501 – API Separator or Air Flotation Bypassed Wastewater Records: In the proposed amendments the records retention duration has been changed to at least 5 years from at least 24 months, consistent with the requirement in Section 8-8-505.4. The proposed amendments also require that records must be kept for critical total organic compound concentration.

Section 8-8-502 – Wastewater Critical Total Organic Compound Concentration or Temperature Records: The proposed amendments to this section are similar to Section 8-8-501 (see description above).

Section 8-8-503 – Inspection and Repair Records: The proposed amendments to this section are similar to Section 8-8-501 (see description above).

Section 8-8-504 – Portable Hydrocarbon Detector: The proposed amendments provide greater detail as to the type of portable hydrocarbon detector to be used for the measurement of total organic compounds. Staff understands that this type of instrumentation is used widely throughout refinery and non-refinery facilities, and represents current industry practice.

Section 8-8-505 – Records for Wastewater Collection and Separation System Components at Refineries: The proposed amendments provide greater detail regarding recordkeeping requirements for each wastewater collection system and separation system component at refineries.

Section 8-8-506 – Source Test Requirements at Refineries: The proposed amendments provide detailed source test requirements for abatement devices which are used to comply with the requirements in Section 8-8-315. Source test requirements of this section do not apply to any device that collects all emissions and vents them to a fuel gas collection system or to combustion, nor does it apply to any device that is subject to parametric monitoring or other source testing requirements as part of the facility’s permit to operate. Examples of parametric monitoring include temperature conditions of a thermal oxidizer within which the device is certified to operate to its permitted degree of efficiency.

Section 8-8-507 – Wastewater Organic Concentration Monitoring at Refineries: The proposed amendments provide detailed monitoring requirements for wastewater at the inlet to oil-water separators, at the inlet to secondary treatment, and at the outlet of secondary treatment. Monitoring shall be monthly for the first 6 months after adoption to establish a baseline, and quarterly thereafter to provide a better understanding of the emissions potential from secondary treatment systems at refineries.

Section 8-8-508 – Wastewater Organic Concentration Recordkeeping Requirements at Refineries: The proposed amendments provide detailed recordkeeping requirements for concentrations of oil and grease, total organic carbon, and volatile and semivolatile organic compounds in wastewater as determined by monitoring addressed in proposed Section 8-8-507.

## **I. Manual of Procedures**

Section 8-8-601 – Wastewater Analysis for Critical Total Organic Compounds: The proposed amendments update the section to apply to critical total organic compounds and requires that samples shall be taken for each wastewater collection system and wastewater separation system unit and provides test methodology.

Section 8-8-603 – Inspection Procedures: The proposed amendments update the referenced section numbers to be consistent with amended sections of the rule.

Section 8-8-604 – Determination of Abatement Efficiency: The proposed amendments detail the means of determining the abatement efficiency of an abatement device as specified in Section 8-8-506.

Section 8-8-605 – Determination of Organic Concentration in Wastewater: The proposed amendments detail the means of determination of organic concentration in wastewater (oil and grease, total organic carbon, and volatile and semivolatile organic compounds).

## **V. COMPLIANCE OPTIONS**

Under proposed Section 8-8-315, wastewater collection system and separation system components at refineries must either ensure all system components are vapor-tight (and repair any leak discovered not to be vapor-tight) or operate a vapor-tight collection system that is routed to a vapor recovery or abatement system. Staff understands that all subject refinery wastewater separation and collection systems would be able to comply with these proposed requirements under their current operations without substantial changes to control equipment. Therefore, staff do not anticipate that additional control equipment would need to

be implemented at these facilities to comply with these provisions which become effective upon adoption.

The proposed amendments regulate total organic compounds that include methane. Therefore, operators would be required to use leak detection instrumentation under EPA Method 21 with the ability to detect methane, such as portable flame ionization detectors. Note that this provision would apply to both refinery and non-refinery facilities subject to Rule 8-8 requirements. Staff understands that all affected facilities currently use leak detection instrumentation that would meet these proposed requirements, and the proposed amendments would align Rule 8-8 instrumentation requirements with this current industry practice.

The proposed amendments include requirements for enhanced identification and tagging of components, increase inspection frequency, and more rigorous repair protocols for refinery wastewater operators. While staff understands that refinery facilities have current programs and practices in place for identification, inspection, and repair of components, staff anticipates that these facilities may incur additional costs associated with these expanded and more robust requirements. These costs are further discussed in Section VII.

The proposed amendments also include wastewater sampling and monitoring requirements related to the secondary treatment system (including biological treatment) at refineries. This would consist of increased monitoring of organics in the wastewater at the inlet to the oil/water separator systems, and the inlet and outlet of the secondary treatment system. While staff understands that refinery facilities may have existing requirements for wastewater sampling and testing, staff anticipates that these facilities may incur additional costs associated with the expanded sampling and testing requirements. These costs are further discussed in Section VII.

## **VI. EMISSIONS AND EMISSION REDUCTIONS**

The proposed amendments are anticipated to reduce total organic compound emissions because the proposed amendments are designed to improve detection and repair of hydrocarbon leaks in refinery wastewater system components, improve enforceability of the existing requirements, and expand the applicability to include methane. However, quantitatively estimating the anticipated emission reductions from these changes may be too speculative and uncertain to accurately predict. As discussed, the proposed amendments include a number of changes that would be expected to reduce emissions, including amendments for increased stringency of leak standards, increased component inspection frequency, additional leak repair requirements, and improved enforceability. For example, the proposed amendments increase inspection frequency and include additional leak minimization and repair requirements, which may result in an earlier detection of leak and an expedited repair to mitigate those leak emissions – however, the quantitative emission reduction from that particular event would be dependent on a number of unpredictable and uncertain factors, including the emission rate of the leak (based on the leak severity and composition of the material being handled by the component), the duration of the leak event prior to detection, and the extent to which the leak is minimized and repaired.

For additional context, previous amendments to Air District Rule 8-8 in 2004, which set initial requirements for installation of controls on wastewater collection system components, ongoing inspection and repairs, and the existing leak standard, estimated that the



implementation of these controls and the establishment of these programs could achieve a 65% reduction (2.1 tons of VOC per day) in emissions.<sup>14</sup> The current proposed amendments would improve enforceability and strengthen these existing inspection programs, repair requirements, and leak standard, and help ensure that these emission reductions are fully realized.

As discussed in Section III, organic compound emissions from these wastewater treatment sources may also include methane, toxic air contaminants, and odorous compounds. Reductions in the emissions from these sources would be expected to also result in a co-benefit of potential reductions of methane and toxic air contaminant components that may be part of the organic compound emissions. Similar to the discussion above, quantitative estimates of these anticipated methane and toxic emission reductions from the proposed amendments would be difficult and speculative to predict.

## VII. ECONOMIC IMPACTS

### A. Cost Effectiveness

Cost effectiveness is calculated by dividing the annualized costs (amortized capital costs and operating costs) by the total number of tons of emission reductions expected each year. As discussed in Section VI, potential emissions reductions associated with the proposed amendments cannot be accurately quantified given the inherent unpredictability and uncertainty associated with these leak emissions and the interventions under the proposed requirements. Therefore, information on compliance costs for the proposed amendments is discussed below, but no further calculations on cost effectiveness can be accurately developed.

Air District staff reviewed available data on costs and cost estimation tools and methodologies and developed cost estimates associated with compliance under the proposed amendments. As discussed in Section V, staff assumes that the affected refineries would incur potential compliance costs from the proposed amendments associated with additional identification and tagging of components, additional component leak inspections, additional repair of leaking components, and additional wastewater sampling and testing.

Staff estimated costs for component identification, inspection, and repair based on component counts provided by the affected refineries and cost estimates for identification, inspection, and repair activities previously published by the Air District and South Coast AQMD.<sup>15,16,17</sup> Staff applied additional adjustments for inflation based on the Chemical Engineering Plant Cost Index (CEPCI) to adjust cost estimates to 2023 dollars.<sup>18</sup> The Chemical Engineering Plant

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<sup>14</sup> BAAQMD, 2004. Proposed Amendments to Regulation 8, Rule 8: Wastewater (Oil-Water) Separators – Staff Report. September.

<sup>15</sup> BAAQMD, 2015. Petroleum Refinery Emissions Reduction Strategy: Staff Report. October.

<sup>16</sup> SCAQMD, 2002. Final Staff Report for Proposed Amended Rule 1173 – Control of Volatile Organic Compound Leaks and Releases From Components at Petroleum Facilities and Chemical Plants. November.

<sup>17</sup> SCAQMD, 1996. Final Staff Report for Proposed Rule 1176 – VOC Emissions from Wastewater Systems. September.

<sup>18</sup> Chemical Engineering, 2023. The Chemical Engineering Plant Cost Index. <https://www.chemengonline.com/pcihome>.

Cost Index is an index that tracks costs of equipment, construction labor, buildings, and supervision in chemical process industries, and has been used extensively by the US Environmental Protection Agency for escalation purposes.<sup>19</sup> Identification and tagging costs were assumed to be one-time costs for the affected refineries, while inspection and repair costs were assumed to be ongoing costs. Wastewater sampling and testing costs were estimated based on wastewater treatment system information submitted by the affected refineries and Air District staff estimates of sampling and laboratory testing costs. The estimated total annual compliance costs are shown in Table 4. These estimated costs are not significant when compared to the costs associated with requiring installation of additional pollution abatement equipment. For additional context, annual costs for the existing Rule 8-8 requirements for component seals and an inspection and maintenance program (adopted in 2004) were estimated to range from \$2.6M to \$5.9M (in adjusted 2023 dollars).<sup>20</sup> The total annual costs of the proposed amendments are estimated to be \$0.5M, and would ensure these controls and inspection programs are effectively implemented, enforceable, and reflect up to date industry best practices. Staff determined that it would be cost effective for affected sources to comply with the proposed amendments to Rule 8-8.

**Table 4 – Estimated Annual Compliance Costs**

Facility	Identification Costs (amortized) <sup>a</sup>	Annual Inspection and Repair Costs <sup>b</sup>	Annual Sampling Costs	Total Annual Cost <sup>c</sup>
Chevron Richmond	\$3,740	\$131,711	\$18,000	<b>\$153,450</b>
Martinez Refining Company	\$2,385	\$83,987	\$18,000	<b>\$104,372</b>
Marathon Martinez	\$2,618	\$92,217	\$18,000	<b>\$112,836</b>
Valero Benicia	\$1,859	\$65,469	\$18,000	<b>\$85,328</b>
Philips 66 Rodeo	\$1,833	\$64,548	\$18,000	<b>\$84,380</b>

<sup>a</sup> Includes one-time costs for identification and tagging of components amortized over 10 years.

<sup>b</sup> Component count information was not provided by Martinez Refining Company and Philips 66 Rodeo refineries. Costs for inspection and repairs were therefore estimated from costs developed for the other refineries, and adjusted based on the production capacity of the refinery.

<sup>c</sup> Total summations may not match due to rounding.

## B. Incremental Cost Effectiveness

Incremental cost effectiveness is calculated by 1) calculating the incremental difference in cost between the different regulatory options, and 2) dividing the incremental difference in cost by the incremental difference in emission reductions between each progressively more stringent regulation.

A discussion of different emission control options and strategies is presented in Section III. Based on a review of these different controls for collection and separation components, staff identified hard-piping as a more stringent alternative control strategy (as compared to the control strategies of inspection and maintenance programs and control of vented emissions under the proposed amendments). As discussed, a hard-piping system can achieve higher levels of control (up to 100 percent control); however, these systems may not be feasible due to safety challenges and complexity of converting and/or reconstructing an existing system.

<sup>19</sup> US EPA, 2023. EPA Air Pollution Control Cost Manual. <https://www.epa.gov/economic-and-cost-analysis-air-pollution-regulations/cost-reports-and-guidance-air-pollution>. Updated January 26, 2023.

<sup>20</sup> BAAQMD, 2004. Proposed Amendments to Regulation 8, Rule 8: Wastewater (Oil-Water) Separators – Staff Report. September.

Therefore, staff does not have information that indicates this is an applicable or technologically feasible alternative option, and no further incremental cost effectiveness discussion is warranted.

### C. Socioeconomic Impacts

Section 40728.5 of the California Health and Safety Code requires an air district to assess the socioeconomic impacts of the adoption, amendment, or repeal of a rule if the rule is one that “will significantly affect air quality or emissions limitations.” Air District staff contracted with an independent consultant, BAE Urban Economics (BAE), to develop estimates of potential socioeconomic impacts for the proposed amendments. The analysis and findings are summarized in this section, and the full report of the socioeconomic impact analysis is available in Appendix B. The Socioeconomic Analysis concludes that control costs would not be expected to result in significant socioeconomic impacts at the affected facilities, and would not be expected to impact small businesses or lead to job reductions.

## VIII. REGULATORY IMPACTS

Section 40727.2 of the California Health and Safety Code requires an air district, in adopting, amending, or repealing an air district regulation, to identify existing federal and air district air pollution control requirements for the equipment or source type affected by a proposed change in air district rules. The air district must then note any differences between these existing requirements and the requirements imposed by the proposed changes.

**Table 5 – H&SC Section 40727.2 Regulatory Impacts Analysis**

Section	Description (Paraphrased)	Comparable State or Federal Provision	Discussion
101	Description	NSPS Subpart QQQ	Proposed amendment regulates total organic compounds (including methane). NSPS QQQ only regulates volatile organic compounds (excluding methane).
102	Applicability	N/A	Adds an “Applicability” section for clarity.
110	Exemption, Less Than 760 Liters	N/A	Deletes an outdated exemption that is no longer effective.
112	Limited Exemption, Temperature	N/A	Clarifies separate exemptions in Sections 112 and 113.
113	Limited Exemption, Critical Total Organic Compound	N/A	Clarifies separate exemptions in Sections 112 and 113. Clarifies applicability of exemption.
114	Limited Exemption, Secondary Wastewater Treatment and Stormwater Sewer Systems	N/A	Clarifies existing exemptions.
115	Limited Exemption, Bypassed Oil-Water Separator or Air Flotation Influent	N/A	Clarifies existing exemptions.
116	Exemption, Municipal Wastewater Facilities	N/A	Edited to reflect renumbering of other sections.
117	Limited Exemption, Oil-Water Separation Trenches	N/A	Edited to reflect renumbering of other sections.
118	Limited Exemption, Refineries	N/A	Adds a limited exemption for refineries from requirements that apply only to non-refinery facilities.

119	Limited Exemption, Inspection, Maintenance, Repair and Sampling at Refineries	N/A	Adds a limited exemption for wastewater separation and collection system components during active inspection, active maintenance, active repair, or active sampling.
200	<i>Definitions</i>		<i>Throughout this portion of the rule, existing sections are renumbered to bring definitions into alphabetical order.</i>
203	Critical Total Organic Compound	NSPS Subpart QQQ	Proposed amendment defines total organic compounds (including methane). NSPS QQQ only regulates volatile organic compounds (excluding methane).
204	Free Phase Organic Liquid	N/A	Adds new definition of Free Phase Organic Liquid.
206	Junction Box	NSPS Subpart QQQ	Modifies definition of junction box as any structure where one or more sewer lines meet. NSPS QQQ definition only refers to a manhole or access point to a wastewater sewer system line.
207	Leak (or Leakage)	N/A	Adds definition of leak for clarity.
209	Leak Repair	N/A	Clarifies the definition of Leak Repair.
212	Non-Aqueous Phase Hydrocarbon Streams	N/A	Adds new definition for Non-Aqueous Phase Hydrocarbon Streams.
216	Oil-Water Separator Slop Oil	NSPS Subpart QQQ	Adds slop oil vessels as a source of slop oil. NSPS QQQ definition only refers to floating oil and solids that accumulate on the surface of an oil-water separator.
229	Total Organic Compounds	NSPS Subpart QQQ	Proposed amendment defines total organic compounds (including methane). NSPS QQQ only regulates volatile organic compounds (excluding methane).
231	Vapor-tight	NSPS Subpart QQQ	Changes the definition of Vapor-Tight to include methane. NSPS QQQ definitions related to leaks only regulate volatile organic compounds (excluding methane).
236	Wastewater Separation System Components	N/A	Clarifies definition title for consistency.
300	<i>Standards</i>	<i>NSPS Subpart QQQ</i>	<i>Changes throughout this section are made for consistency with the proposed changes to regulate total organic compounds (including methane). NSPS QQQ only regulates volatile organic compounds (excluding methane).</i>
302.6	Wastewater Separators Larger than or Equal to 18.9 Liters per Second - Openings at Refineries	N/A	Deletes provisions that are redundant with proposed standards for wastewater collection and separation system components in Section 315.
312 to 314	Collection System Components at Refineries	N/A	Deletes and replaces with standards for wastewater collection system components at refineries in Section 315
315	Wastewater Collection System Components and Wastewater Separation System Components at Refineries	NSPS Subpart QQQ	Replaces the existing component-specific requirements with a single, streamlined Vapor-Tight standard and abatement system efficiency standard based on regulation of total organic compounds (including methane). NSPS QQQ contains requirements for specific component types (similar to the existing Rule 8-8 requirements), and abatement system efficiency and leak standards based on volatile organic compounds (excluding methane).
316	Prohibition of Discharge at Refineries	N/A	Adds new standard prohibiting the discharge of non-aqueous phase hydrocarbon streams into wastewater collection system components and the discharge of any free phase organic liquid streams into secondary treatment process components.
400	<i>Administrative Requirements</i>		
402.1	Wastewater Collection and Separation System Identification and Inspection at Refineries - Identification	N/A	Adds new requirements for unique coding and identification codes for all wastewater collection and separation system components.
402.4	Wastewater Collection and Separation System	NSPS Subpart QQQ	Adds new requirements for quarterly inspection of all wastewater collection and separation system

	Identification and Inspection at Refineries - Inspection		components. NSPS QQQ requires semiannual inspections.
403	Refinery Compliance Schedule	N/A	Removes outdated language providing compliance schedules.
404	Uncontrolled Wastewater Collection System Components Election	N/A	Removes outdated requirement for uncontrolled wastewater collection system components election.
405	Repair Schedule for Leak Excesses at Refineries	NSPS Subpart QQQ	Adds new language for a leak repair schedule for minimization within 24 hours and repair within 7 days. NSPS QQQ requirements for leak repair range from within 15 to 30 days.
406	Recurrent Leak Schedule at Refineries	N/A	Adds new language for a recurrent leak schedule at refineries.
500	<i>Monitoring and Records</i>		<i>Changes throughout this section are made for consistency with the proposed changes to regulate total organic compounds (including methane). NSPS QQQ only regulates volatile organic compounds (excluding methane).</i>
502	Wastewater Critical Total Organic Compound or Temperature Records	N/A	Record retention time for exemption records increased from 2 years to 5 years.
503	Inspection and Repair Records	NSPS Subpart QQQ	Record retention time increased from 2 years to 5 years. NSPS QQQ requires record retention of 2 years.
504	Portable Hydrocarbon Detector	NSPS Subpart QQQ	Modifies the description to reference measurement of total organic compounds. NSPS QQQ only regulates volatile organic compounds (excluding methane).
505	Records for Wastewater Collection Separation System Components at Refineries	N/A	Clarifies recordkeeping requirements to include both collection and separation systems.
506	Source Test Requirements at Refineries	N/A	Adds new testing requirements for refineries that use abatement devices for compliance.
507	Wastewater Organic Concentration Monitoring at Refineries	N/A	Adds monitoring requirements for organic concentrations in wastewater at end of collection, separation, and secondary treatment.
508	Wastewater Organic Concentration Recordkeeping Requirements at Refineries	N/A	Adds recordkeeping requirements for wastewater monitoring.
600	<i>Manual of Procedures</i>		
601	Wastewater Analysis for Critical Total Organic Compounds	N/A	Adds language on the applicable methods used for determination of critical total organic concentration in wastewater.
602	Determination of Emissions	NSPS Subpart QQQ	Modifies the description to reference measurement of total organic compounds. NSPS QQQ only regulates volatile organic compounds (excluding methane).
603	Inspection Procedures	NSPS Subpart QQQ	Updates inspection equipment to a portable combustible gas detector to measure total organic compounds (including methane). NSPS QQQ requires use of EPA Method 21, but does specify the type of device required.
604	Determination of Abatement Efficiency	N/A	Adds language on the determination of abatement efficiency of an abatement device.
605	Determination of Organic Concentration in Wastewater	N/A	Adds language on the methods used for determination of organic concentration in wastewater.

## IX. ENVIRONMENTAL IMPACTS

The California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., requires a government agency that undertakes or approves a discretionary project to

consider the potential impacts of that project on all environmental media. Potential environmental impacts related to projects under the AB 617 Expedited BARCT Implementation Schedule, including amendments to Rule 8-8, were previously analyzed in an Environmental Impact Report (EIR) certified by the Air District Board of Directors in December 2018.<sup>21</sup> Air District staff contracted with an external environmental consultant, Environmental Audit Inc., to prepare an Initial Study to evaluate the potential for significant environmental impacts resulting from proposed amendments to Rule 8-8. The Initial Study showed that no significant environmental impacts are expected, and therefore a Negative Declaration has been prepared. The CEQA Initial Study and Draft Negative Declaration will be posted for public review and comment at least 30 days before the Public Hearing. At the Public Hearing, the Air District Board of Directors will consider the final proposals, and public input before taking any action on the amendments to Rule 8-8.

## **X. RULE DEVELOPMENT / PUBLIC PARTICIPATION PROCESS**

The Air District adopted the AB 617 Expedited BARCT Implementation Schedule in December 2018. As part of the schedule, staff identified potential efforts to develop amendments to Rule 8-8 that would address organic compound emissions.

The Air District convened a technical working group of interested stakeholders to explore issues related to regulation of refinery wastewater collection and separation systems. A meeting of the Air District's Refinery Rules Technical Working Group was held on January 14, 2020. Members of the technical working group, which include representatives from industry, community-based organizations, and regulatory agencies, provided input on control technologies and leak detection at refinery wastewater collection and separation systems. Air District staff also conducted site visits to potentially affected refineries to better understand the site-specific characteristics of wastewater collection and separation systems.

In the first half of 2022, Air District staff met with representatives of the five refineries along with the Western States Petroleum Association to discuss the emissions inventory from these operations. Air District staff then surveyed representatives of the five refineries to better understand the emissions constituents and the existing treatment of those emissions and ensure that the best available source information and emissions estimates are considered. Staff presented an update on the Rule 8-8 amendment effort to the Air District Stationary Source and Climate Impacts Committee on September 19, 2022.

The Air District released draft amendments to Rule 8-8 and a Preliminary Staff Report in May 2023 for public review and comment. The Air District received three (3) written comment letters on the draft amendment materials. Written comments received covered topics related to clarifications on rule language and enforcement of requirements, new test methods and testing requirements, and odors related to these sources. Air District staff also met with interested members of the public and with regulated industries during this time to discuss the amendments and rulemaking effort. Staff presented an update on the Rule 8-8 amendment

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<sup>21</sup> BAAQMD, 2018. Final EIR for AB 617 Expedited BARCT Implementation Schedule Project, SCH No. 2018082003. December 2018.

effort to the Air District Stationary Source and Climate Impacts Committee on September 13, 2023.

Air District staff published the proposed amendments to Rule 8-8 and Staff Report for public review and comments on these materials. During the written comment period (October 24, 2023 through November 26, 2023), staff received one written comment, covering topics including:

- Compliance with H&SC requirements;
- Questions and clarifications on enforcement of drain requirements and discharge prohibitions;
- Inclusion of methane in leak detection measurements;
- Test methods and sampling requirements;
- Compliance timelines; and
- Other pollution and spill laws.

Air District staff has addressed the submitted comments and prepared a Response to Comments document, which is included as Appendix D to this Final Staff Report. At the Public Hearing, the Air District Board of Directors will consider the final proposed rule amendments and receive public input before taking any actions on proposed amendments to Rule 8-8.

## **XI. CONCLUSION / RECOMMENDATIONS**

Pursuant to the California Health and Safety Code Section 40727, before adopting, amending, or repealing a rule the Board of Directors must make findings of necessity, authority, clarity, consistency, non-duplication, and reference. This section addresses each of these findings.

### **A. Necessity**

As stated in California Health and Safety Code Section 40727(b)(1), “‘Necessity’ means that a need exists for the regulation, or for its amendment or repeal, as demonstrated by the record of the rulemaking authority.”

The San Francisco Bay Area does not currently attain all Federal and State ambient air quality standards for ozone, and further reductions precursor organic compound emissions are needed for attainment and maintenance of the standards. The proposed amendments to Rule 8-8 are needed to ensure attainment and maintenance of these ambient air quality standards for ozone and to provide clean air and public health benefits.

The proposed amendments to Rule 8-8 were identified in the Air District’s AB 617 Expedited Best Available Retrofit Control Technology (BARCT) Implementation Schedule. AB 617 requires that district adopt an expedited schedule for implementation of best available retrofit control technology by the earliest feasible date, and no later than December 31, 2023. The proposed amendments to Rule 8-8 are needed to implement these BARCT requirements consistent with AB 617 and California Health and Safety Code Section 40920.6(c).

## **B. Authority**

The California Health and Safety Code Section 40727(b)(2) states that “‘Authority’ means that a provision of law or of a state or federal regulation permits or requires the regional agency to adopt, amend, or repeal the regulation.”

The Air District has the authority to adopt these rule amendments under Sections 40000, 40001, 40702, and 40725 through 40728.5 of the California Health and Safety Code.

## **C. Clarity**

The California Health and Safety Code Section 40727(b)(3) states that “‘Clarity’ means that the regulation is written or displayed so that its meaning can be easily understood by the persons directly affected by it.”

The proposed amendments to Rule 8-8 are written so that their meaning can be easily understood by the persons directly affected by them. Further details in the Staff Report clarify the proposals, delineate the affected industry, compliance options, and administrative requirements for the industries and persons subject to this rule.

## **D. Consistency**

The California Health and Safety Code Section 40727(b)(4) states that “‘Consistency’ means that the regulation is in harmony with, and not in conflict with or contradictory to, existing statutes, court decisions, or state or federal regulations.”

The proposed amendments to Rule 8-8 are consistent with other Air District rules and not in conflict with state or federal law.

## **E. Non-Duplication**

The California Health and Safety Code Section 40727(b)(5) states that “‘Nonduplication’ means that a regulation does not impose the same requirements as an existing state or federal regulation unless a district finds that the requirements are necessary or proper to execute the powers and duties granted to, and imposed upon, a district.”

The proposed amendments to Rule 8-8 are non-duplicative of other statutes, rules, or regulations.

## **F. Reference**

The California Health and Safety Code Section 40727(b)(6) states that “‘Reference’ means the statute, court decision, or other provision of law that the district implements, interprets, or makes specific by adopting, amending, or repealing a regulation.”

By adopting the proposed amendments to Rule 8-8, the Air District Board of Directors will be implementing, interpreting or making specific the provisions of California Health and Safety Code Sections 40000, 40001, 40702 and 40727.



The proposed amendments to Rule 8-8 have met all legal noticing requirements, have been discussed with the regulated community and other interested parties, and reflect consideration of the input and comments of many affected and interested stakeholders.

## **G. Recommendations**

Air District staff recommends that the Air District Board of Directors adopt the proposed amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems and adopt the Negative Declaration under CEQA.

## XII. REFERENCES

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Final Staff Report



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**FINAL STAFF REPORT  
APPENDIX A**

**Proposed Amendments to Rule 8-8**

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**REGULATION 8  
ORGANIC COMPOUNDS  
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**REGULATION 8  
ORGANIC COMPOUNDS  
RULE 8  
WASTEWATER COLLECTION AND SEPARATION SYSTEMS**  
(Adopted January 17, 1979)

**8-8-100 GENERAL**

**8-8-101 Description:** The purpose of this Rule is to limit the emissions of total organic compounds from wastewater collection and separation systems that handle liquids containing total organic compounds from industrial processes.

*(Amended 11/1/89; 9/15/04)*

**8-8-102 Applicability:** This Rule applies to any person who operates a wastewater collection system and/or a wastewater separation system component.

~~**8-8-110 Exemption, Less Than 760 Liters:**~~ ~~The requirements of Section 8-8-301 shall not apply to any wastewater separator which processes less than 760 liters (200 gals.) per day of wastewater containing organic liquids. This exemption shall not apply to wastewater separators at refinery complexes after March 1, 1980.~~

*(Amended 11/3/21)*

**8-8-111 Deleted November 1, 1989**

**8-8-112 Limited Exemption, Wastewater** ~~**Critical Organic Compound Concentration Or Temperature:**~~ The requirements of Sections 8-8-301, 302, 306, 307, and 308 shall not apply to any wastewater separation system component that processes influent wastewater with a temperature of less than 20 degrees C (68 °F) ~~except at refineries.~~ To qualify for this limited exemption, the owner or operator shall comply with requirements of Section 8-8-502.

*(Adopted 11/1/89; Amended 9/15/04; 11/3/21)*

**8-8-113 Limited Exemption, Wastewater Critical Total Organic Compound Concentration:** Wastewater having a concentration of less than 1.0 ppm (volume) critical total organic compounds, as defined in Section 8-8-~~210~~203, dissolved in the water samples, is exempt from the following:

113.1 At non-refinery facilities, from the requirements of Sections 8-8-301, 302, 306, 307, and 308, ~~312, and 313.~~ To qualify for this limited exemption, the owner or operator shall comply with the requirements of Section 8-8-502 ~~must be met.~~

113.2 At any refinery, from the requirements of Section 8-8-315. To qualify for this limited exemption, the owner or operator shall comply with the requirements of Section 8-8-502. This limited exemption does not apply to wastewater processed at any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components installed after XXXX (date of rule adoption);

2.2 Gauging and sampling devices;

2.3 Sludge-dewatering units; or

2.4 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted 11/1/89; Amended 9/15/04; 11/3/21)*

**8-8-113~~4~~ Limited Exemption, Secondary Wastewater Treatment Processes A and Stormwater Sewer Systems:** The following requirements shall not apply to any secondary wastewater treatment processes or stormwater sewer systems, as defined in Sections 8-8-~~208~~225 and ~~246~~228, respectively, that are used as a wastewater polishing step or for collection of stormwater that is segregated from the process wastewater collection system:

114.1 At non-refinery facilities, the requirements of Sections 8-8-301, 302, 306, and 308.

114.2 At any refinery, the requirements of Section 8-8-315. This limited exemption does not apply to any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components;

2.2 Air flotation units;

2.3 Gauging and sampling devices;

2.4 Sludge-dewatering units; or



2.5 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-1145 Limited Exemption, Bypassed Oil-Water Separator or Air Flotation Influent:** The following requirements shall not apply for to wastewater which that bypasses either the oil-water separator or air flotation unit provided that: (1) the requirements of Section 8-8-501 are met; and (2) on that day the District did not predict an excess of the Federal Ambient Air Quality Standard for ozone:

115.1 At non-refinery facilities, the requirements of Sections 8-8-301, 302, and 307.

115.2 At any refinery, the requirements of Section 8-8-315. This limited exemption does not apply to wastewater processed at any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components;

2.2 Oil-water separator effluent channels;

2.3 Ponds, trenches, or basins;

2.4 Junction boxes;

2.5 Gauging and sampling devices;

2.6 Sludge-dewatering units; or

2.7 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted November 1, 1989)*

**8-8-1156 Exemption, Municipal Wastewater Collection, Separation and Treatment Facilities:** The requirements of Sections 8-8-301, 302, 303, 304, 305, 306, 307, 308, ~~312, 313, and 314~~ 315 and 316 shall not apply to any publicly owned municipal wastewater treatment facility.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-1167 Limited Exemption, Oil-Water Separation Trenches:** The requirements of Sections ~~8-8-312, 313~~ 315 or 314 shall not apply to oil-water separation trenches used as part of maintenance or turnaround activities.

*(Adopted September 15, 2004)*

**8-8-118 Limited Exemption, Refineries:** The requirements of Sections 8-8-301, 302, 303, 305, 306, 307, and 308 shall not apply to any wastewater collection system component or separation system component located at any refinery. The requirements of Section 8-8-304 continue to apply at any refinery.

**8-8-119 Limited Exemption, Inspection, Maintenance, Repair and Sampling at Refineries:** The requirements of Section 8-8-315 shall not apply to wastewater collection system and wastewater separation system components at refineries when in use for active inspection, active maintenance, active repair, or active sampling. Active repair timelines are included in Sections 8-8-405 and 406. Active inspection, active maintenance, and active sampling shall be performed expeditiously without interruption and shall be completed as quickly as possible.

**8-8-200 DEFINITIONS**

**8-8-201 Air Flotation Unit:** Any device, equipment, or apparatus in which wastewater is saturated with air or gas under pressure and removes floating oil, floating emulsified oil, or other floating liquid ~~precursor~~ total organic compounds by skimming. Also included in this definition are: induced air flotation units and pre-air flotation unit flocculant sumps, tanks, or basins. [Formerly Section 8-8-209]

*(Adopted November 1, 1989)*

**8-8-202 Alternative Feedstock:** Any feedstock, intermediate, product or byproduct material that contains organic material that is not derived from crude oil product, coal, natural gas, or any other fossil-fuel based organic material. [Formerly Section 8-8-233]

*(Adopted November 3, 2021)*

**8-8-203 Critical Total Organic Compound:** Any compound of carbon that may be emitted during separation, processing, transportation, or storage of wastewater, excluding ~~methane,~~ carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates and ammonium carbonate, ~~emitted during separation, processing, transportation or storage of~~

wastewater, and/or any organic compound having a carbon number greater than of C-14 or less (excluding phenolic compounds) that is not listed in Regulation 2, Rule 5, Table 2-5-1 as a Toxic Air Contaminant). [Formerly Section 8-8-210]

(Adopted 11/1/89; Amended 9/15/04)

**8-8-204 Free Phase Organic Liquid:** A term to describe hydrocarbon liquid, that is present as a discrete liquid phase, rather than dissolved in the wastewater phase, commonly floating on the water and visible at the surface.

**8-8-205 Full Contact Fixed Cover:** A stationary separator cover that which is always in full contact with the liquid surface of the oil-water separator. [Formerly Section 8-8-207]

(Adopted November 1, 1989)

**8-8-206 Junction Box:** Any structure where one or more sewer lines meet, and one or more wastewater streams are co-mingled. [Formerly Section 8-8-217]

(Amended September 15, 2004)

**8-8-207 Leak (or Leakage):** The concentration of total organic compounds (expressed as methane) above background, as measured in accordance with Section 8-8-603.

**8-8-208 Leak Minimization:** Reducing the leak to the lowest achievable level using best modern practices and without shutting down the process the equipment serves. [Formerly Section 8-8-219]

(Adopted September 15, 2004)

**8-8-209 Leak Repair:** The tightening, adjustment, or addition of material, or the replacement of the equipment, which that reduces leakage to the atmosphere from the entire piece of equipment (e.g. the entire cover, the entire seal, the entire inspection hatch, the entire piece of gasketing material, etc.) to below 500 parts per million (ppm) by volume total organic compounds (expressed as methane) above background. [Formerly Section 8-8-220]

(Adopted September 15, 2004)

**8-8-210 Lift Stations:** Any structure whose function is to take water from a low point on a gradient and transport it to the treatment system via a pumping mechanism. [Formerly Section 8-8-221]

(Adopted September 15, 2004)

**8-8-211 Manholes:** Any service entrance into sewer lines that allows access for inspection and cleaning. [Formerly Section 8-8-222]

(Adopted September 15, 2004)

**8-8-212 Non-aqueous Phase Hydrocarbon Streams:** Organic liquids not dissolved in, or mixed with, wastewater.

**8-8-213 Oil-Water Separation Trench:** Any grated open topped culvert used to separate debris from oil-water during equipment washing or steaming associated with maintenance or turnaround. [Formerly Section 8-8-223]

(Adopted September 15, 2004)

**8-8-214 Oil-Water Separator Effluent:** Any process wastewater downstream of the oil-water separator that has not been treated by an air flotation unit. [Formerly Section 8-8-214]

(Adopted November 1, 1989)

**8-8-215 Oil-Water Separator Effluent Channel/Pond:** An open channel, trench, pond, or basin that which handles wastewater downstream of an oil-water separator that has not been treated by an air flotation unit (usually located between the separator and the air flotation unit). [Formerly Section 8-8-206]

(Adopted November 1, 1989)

**8-8-216 Oil-Water Separator Slop Oil:** Floating oil, flocculant sludge, and solids that which accumulate in an oil-water separator or air flotation unit or slop oil vessel. [Formerly Section 8-8-205]

(Adopted November 1, 1989)

**8-8-217 Oil-Water Separator Slop Oil Vessel:** Any vessel that which, as its sole function, treats or dewater oil-water separator slop oil. [Formerly Section 8-8-213]

(Adopted November 1, 1989)

- 8-8-218 Organic Compound:** Any compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate. [\[Formerly Section 8-8-201\]](#)  
(Amended 11/1/89; 9/15/04)
- 8-8-219 Deleted November 3, 2021** [\[Formerly Section 8-8-224\]](#)  
(Adopted September 15, 2004)
- 8-8-220 Pre-Air Flotation Unit Flocculation Sump, Basin, Chamber, or Tank:** Any facility ~~that~~**which** pretreats the air flotation unit's influent with chemical coagulants, and/or adjusts the influent's pH. [\[Formerly Section 8-8-212\]](#)  
(Adopted November 1, 1989)
- 8-8-221 Process Drains:** Any point in the wastewater collection system where [a stream or](#) streams from a source or sources enter the collection system. A process drain may be connected to the main process sewer line or to trenches, sumps, or ditches. [\[Formerly Section 8-8-225\]](#)  
(Adopted September 15, 2004)
- 8-8-222 Reaches:** Any segments of sewer pipe that convey wastewater between two manholes or other sewer components such as lift stations or junction boxes. [\[Formerly Section 8-8-226\]](#)  
(Adopted September 15, 2004)
- 8-8-223 Refinery:** An establishment that is located on one or more contiguous or adjacent properties that processes any petroleum or alternative feedstock, to produce more usable products such as gasoline, diesel fuel, aviation fuel, lubricating oils, asphalt or petrochemical feedstocks, or any other similar product. Refinery processes include separation processes (e.g., atmospheric or vacuum distillation, and light ends recovery), conversion processes (e.g., cracking, reforming, alkylation, polymerization, isomerization, coking, and visbreaking), treating processes (e.g., hydrodesulfurization, hydrotreating, chemical sweetening, acid gas removal, and deasphalting), feedstock and product handling (e.g., storage, crude oil blending, non-crude oil feedstock blending, product blending, loading, and unloading), and auxiliary facilities (e.g., boilers, waste water treatment, hydrogen production, sulfur recovery plant, cooling towers, blowdown systems, compressor engines, and power plants). [\[Formerly Section 8-8-234\]](#)  
(Adopted November 3, 2021)
- 8-8-224 Secondary Treatment Processes:** Any wastewater treatment process ~~that~~**which** is downstream of the air flotation unit, any other biological treatment process at a refinery, or any treatment process which is regulated by the EPA National Categorical Pretreatment Standards. These treatment processes are considered to be wastewater polishing steps and include: activated sludge tanks/basins, trickling or sand filters, aerated lagoons, oxidation ponds, rotating biological contactors, and other biological wastewater treatment processes. [\[Formerly Section 8-8-208\]](#)  
(Adopted November 1, 1989)
- 8-8-225 Sewer Line:** A lateral, trunk line, branch line, ditch, channel, or other conduit used to convey wastewater to downstream oil-water separators. [\[Formerly Section 8-8-218\]](#)  
(Adopted November 1, 1989)
- 8-8-226 Sludge-dewatering Unit:** Any device ~~that~~**which**, as its sole function, is used to dewater oil-water separator and air flotation slop oil/sludge. [\[Formerly Section 8-8-215\]](#)  
(Adopted November 1, 1989)
- 8-8-227 Stormwater Sewer System:** A drain and collection system that is designed and operated for the sole purpose of collecting stormwater and is segregated from the wastewater collection system. [\[Formerly Section 8-8-216\]](#)  
(Adopted 11/1/89; Amended 9/15/04)
- 8-8-228 Sumps:** Any below-grade structure typically used as a collection point for wastewater from multiple sewer lines prior to pumping or overflow to wastewater treatment. [\[Formerly Section 8-8-227\]](#)  
(Adopted September 15, 2004)
- 8-8-229 Total Organic Compounds:** [The concentration of organic compounds and methane as indicated by a hydrocarbon analyzer as specified by Section 8-8-504.](#)

- 8-8-230 Trenches:** Any open-topped culvert used to transport wastewater from the point of process discharge to subsequent wastewater collection system components, such as junction boxes and lift stations. [\[Formerly Section 8-8-228\]](#)  
(Adopted September 15, 2004)
- 8-8-231 Vapor-tight:** A leak of less than 500 ppm [by volume total organic compounds](#) (expressed as methane) above background, measured at the interface of the component in accordance with Section 8-8-603. [\[Formerly Section 8-8-204\]](#)  
(Amended 11/1/89; 9/15/04)
- 8-8-232 Vent Pipes:** Any piping used to ventilate a wastewater collection system component or a wastewater separation system. [\[Formerly Section 8-8-229\]](#)  
(Adopted September 15, 2004)
- 8-8-233 Wastewater:** Any process water ~~that~~[which](#) contains oil, emulsified oil, or other [total organic compounds](#) which is not recycled or otherwise used within a facility. [\[Formerly Section 8-8-211\]](#)  
(Adopted November 1, 1989)
- 8-8-234 Wastewater Collection System Components:** Any structure or part of structures used to collect and transport wastewater prior to any treatment. These structures are usually located before oil/water separators and may include but are not limited to process drains, sewer lines, trenches, manholes, junction boxes, reaches, sumps and lift stations (including vent pipes). [\[Formerly Section 8-8-230\]](#)  
(Adopted September 15, 2004)
- 8-8-235 Wastewater (Oil-Water) Separator:** Any device used to separate liquid [total organic compounds](#) from oil-water waste streams (excluding wastewater separator forebays, air flotation (AF) units, sludge-dewatering units, oil-water separator and /or AF Unit slop oil vessels, and junction boxes). [\[Formerly Section 8-8-202\]](#)  
(Amended November 1, 1989)
- 8-8-236 Wastewater Separation System Components:** Any structure used to remove oil from water via a physical process including but not limited to oil-water separators, dissolved air flotation units or dissolved gas flotation units. [\[Formerly Section 8-8-231\]](#)  
(Adopted September 15, 2004)
- 8-8-237 Wastewater Separator Forebay:** That section of a gravity-type separator ~~that~~[which](#) (a) receives the untreated, contaminated wastewater from the preseparator flume, and (b) acts as a header which distributes the influent to the separator channels. [\[Formerly Section 8-8-203\]](#)  
(Amended November 1, 1989)
- 8-8-238 Water Seal or Equivalent Control:** Any seal pot, p-leg trap, or other type of trap filled with a liquid not containing [total organic compounds](#) in order to create a barrier between the sewer and the atmosphere, or an equivalent physical seal, enclosed piping, pollution prevention measure or abatement device that meets the criteria of Regulation 2, Rule 1. [\[Formerly Section 8-8-232\]](#)  
(Adopted September 15, 2004)

**8-8-300 STANDARDS**

- 8-8-301 Wastewater Separators Greater than 760 Liters per Day and Smaller than 18.9 Liters per Second:** ~~A person shall not~~ [No person shall](#) operate any wastewater separator and/or forebay with a design rated or maximum allowable capacity greater than 760 liters per day and smaller than 18.9 liters per second (oil-water separators and/or forebays between 200 gals per day to 300 gals per min.) unless such wastewater separator and/or forebay is operated within its design rated or maximum allowable capacity and is equipped with one of the following:
- 301.1 A solid, gasketed, fixed cover totally enclosing the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall;

and that the access doors and other openings are closed and gasketed properly;  
or

301.2 A floating pontoon or double-deck vapor-tight type cover. All floating roofs must rest entirely on the liquid surface. The floating roof shall consist of two seals, one above the other, the one below shall be referred to as the primary seal, while the other seal shall be referred to as the secondary seal.

2.1 Oil-Water Separator Liquid-Mounted Primary Seal Gap Criteria: No gap between the separator wall and the liquid-mounted primary seal shall exceed 3.8 cm (1.5 inch). No continuous gap greater than 0.32 cm (0.125 inch) shall exceed 10 percent of the perimeter of the separator. The cumulative length of all primary seal gaps exceeding 1.3 cm (0.5 inch) shall be not more than 10 percent of the perimeter and the cumulative length of all primary seal gaps exceeding 0.32 cm (0.125 inch) shall be not more than 40 percent of the perimeter.

2.2 Oil-Water Separator Secondary and Wiper Seals Gap Criteria: No gap between the separator wall and the secondary and wiper seals shall exceed 1.5 mm (0.06 inch). The cumulative length of all secondary and wiper seals gaps exceeding 0.5 mm (0.02 inch) shall be not more than 5 percent of the perimeter of the separator. The secondary and wiper seals must exert a positive pressure against the separator such that the seal surface in contact with the separator wall does not pull away from the separator wall more than the gaps allowed.

2.3 Primary and Secondary Seal Gap Inspection: The primary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every 5 years thereafter in accordance with the requirements of Section 8-8-301.2.1. The secondary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every year thereafter in accordance with the requirements of Section 8-8-301.2.2. The owner or operator shall make necessary repairs within 30 calendar days of identification of seals not meeting the requirements listed in Sections 8-8-301.2.1 and 301.2.2; or

301.3 A ~~total~~ organic compound vapor recovery system with a combined collection and destruction efficiency of at least 95 percent, by weight.

301.4 Deleted October 6, 1993

*(Amended 11/1/89; 10/6/93; 9/15/04)*

**8-8-302 Wastewater Separators Larger than or Equal to 18.9 Liters per Second:** ~~A person shall not~~ No person shall operate any wastewater separator and/or forebay with a rated or maximum allowable capacity larger than or equal to 18.9 liters per second (300 gals per min.) unless such wastewater separator and/or forebay is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

302.1 A solid, vapor-tight, full contact fixed cover which totally encloses the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed and sealed, except when the opening is being used for inspection, maintenance, or wastewater sampling; or

302.2 A floating pontoon or double-deck vapor-tight type cover. All floating roofs must rest on the liquid surface. The floating roof shall consist of two seals, one above the other, the one below shall be referred to as the primary seal, while the other seal shall be referred to as the secondary seal.

2.1 Oil-Water Separator Liquid-Mounted Primary Seal Gap Criteria: No gap between the separator wall and the liquid-mounted primary seal shall exceed 3.8 cm (1.5 inch). No continuous gap greater than 0.32 cm (0.125 inch) shall exceed 10 percent of the perimeter of the separator. The cumulative length of all primary seal gaps exceeding 1.3 cm (0.5 inch) shall be not more than 10 percent of the perimeter and the cumulative length of all primary seal gaps exceeding 0.32 cm (0.125 inch) shall be not more than 40 percent of the perimeter.

- 2.2 Oil-Water Separator Secondary and Wiper Seals Gap Criteria: No gap between the separator wall and the secondary and wiper seals shall exceed 1.5 mm (0.06 inch). The cumulative length of all secondary and wiper seals gaps exceeding 0.5 mm (0.02 inch) shall be not more than 5 percent of the perimeter of the separator. The secondary and wiper seals must exert a positive pressure against the separator such that the seal surface in contact with the separator wall does not pull away from the separator wall more than the gaps allowed. ~~or~~
- 2.3 Primary and Secondary Seal Gap Inspection: The primary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every 5 years thereafter in accordance with the requirements of Section 8-8-302.2.1. The secondary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every year thereafter in accordance with the requirements of Section 8-8-302.2.2. The owner or operator shall make necessary repairs within 30 calendar days of identification of seals not meeting the requirements listed in Sections 8-8-302.2.1 and 302.2.2; or
- 302.3 A vapor-tight fixed cover with a ~~a~~ total organic compound vapor recovery system which has a combined collection and destruction efficiency of at least 95 percent, by weight, inspection and access hatches shall be closed except when the opening is being used for inspection, maintenance, or wastewater sampling; ~~or~~
- 302.4 A solid, sealed, gasketed, fixed cover which totally encloses the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed and sealed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include a pressure/vacuum valve. The concentration of total organic compounds, measured at the interface of the roof seals, fixed cover, access doors, pressure/vacuum valve, and other openings shall not exceed 1,000 ppm (expressed as methane) above background. Roof seals, fixed cover, access doors, and other openings shall be inspected initially and semiannually thereafter to ensure that there are no emission leaks greater than 1,000 ppm. Any emission leak greater than 1,000 ppm must be reported to the APCO and repaired within 15 days.
- 302.5 Deleted October 6, 1993
- ~~302.6 Roof seals, fixed covers, access doors, and other openings at refineries shall be inspected initially and semiannually thereafter to ensure that they are vapor tight. A leak in any component that is not vapor tight must be minimized within 24 hours and repaired within 7 days.~~

*(Adopted 1/1/89; Amended 10/6/93; 9/15/04; 11/3/21)*

- 8-8-303 Gauging and Sampling Devices:** Any compartment or access hatch shall have a vapor ~~vapor~~-tight cover. Any gauging and sampling device in the compartment cover shall be equipped with a vapor ~~vapor~~-tight cover, seal, or lid. The compartment cover and gauging or sampling device cover shall at all times be in a closed position, except when the device is in use for inspection, maintenance, or wastewater sampling.
- (Amended, Renumbered November 1, 1989)*
- 8-8-304 Sludge-dewatering Unit:** Any sludge-dewatering unit, equipment, machinery, apparatus, or device shall be totally enclosed and vented to an ~~control~~ abatement device which has a minimum combined collection and destruction efficiency of 95 percent by weight; or shall have vapor-tight covers on the unit, conveyer belts, and storage bins or tanks except during inspection, maintenance or when the solids storage bin is in use. Sludge must be maintained in vapor ~~vapor~~-tight containers during storage.
- (Adopted 11/1/89; Amended 10/6/93; 9/15/04)*
- 8-8-305 Oil-Water Separator ~~And/Or~~ and/or Air Flotation Unit Slop Oil Vessels:** ~~A person shall~~ not ~~No person shall~~ store any oil-water separator and/or air flotation unit sludges in an oil-water separator slop oil vessel unless such oil-water separator slop oil vessel is equipped with one of the following:

- 305.1 A solid, gasketed, fixed cover totally enclosing the vessel liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include an atmospheric vent or a pressure/vacuum valve. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 305.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 305.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-306 Oil-Water Separator Effluent Channel, Pond, Trench, or Basin:** ~~A person shall not~~ No person shall operate any oil-water separator effluent channel, pond, trench, or basin a design rated or maximum allowable capacity greater than 25.2 liters per second (any oil-water separator effluent channel, pond, trench, or basin greater than 400 gals per min) unless such oil-water separator effluent channel, pond, trench, or basin is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

- 306.1 A solid, gasketed, fixed cover totally enclosing the oil-water separator effluent channel, pond, trench, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 306.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 306.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-307 Air Flotation Unit:** ~~A person shall not~~ No person shall operate any air flotation unit and/or pre-air flotation unit flocculation sump, basin, chamber, or tank with a design rated or maximum allowable capacity greater than 25.2 liters per second (air flotation units and/or pre-air flotation unit flocculation sump, basin, chamber, or tank greater than 400 gals per min.) unless such air flotation unit and/or pre-air flotation unit flocculation sump, basin, chamber, or tank is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

- 307.1 A solid, gasketed, fixed cover totally enclosing the air flotation and pre-air-flotation-unit flocculation tank, chamber, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include an atmospheric vent or pressure/vacuum valve. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 307.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 307.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-308 Junction Box:** Any junction box shall be equipped with either a solid, gasketed, fixed cover totally enclosing the junction box or a solid manhole cover. Junction boxes may include openings in the covers and vent pipes if the total open area of the junction box does not exceed 81.3 cm<sup>2</sup> (12.6 in<sup>2</sup>) and all vent pipes are at least 3 feet in length.

*(Adopted 11/1/89; Amended 10/6/93)*

**8-8-309 Deleted October 6, 1993**

**8-8-310 Deleted October 6, 1993**

**8-8-311 Deleted October 6, 1993**

~~**8-8-312 Controlled Wastewater Collection System Components at Refineries:** Effective January 1, 2006, all controlled wastewater collection system components at refineries shall be vapor tight except when in use for active inspection, maintenance, repair or sampling. A leak in any controlled wastewater collection system component that is not vapor tight must be minimized within 24 hours and repaired within 7 days.~~

~~*(Adopted September 15, 2004, amended November 03, 2021)*~~

~~**8-8-313 Uncontrolled Wastewater Collection System Components at Refineries:** Refineries shall comply with either Section 8-8-313.1 or 313.2 below:~~

~~313.1 Each uncontrolled wastewater collection system component must be equipped with a water seal or equivalent control according to the schedule in Section 8-8-403. Any uncontrolled collection system component that is not vapor tight must be minimized. Upon installation of a water seal or equivalent control, the provisions of Section 8-8-312 will apply; or~~

~~313.2 Effective January 1, 2006 and until January 1, 2007, each uncontrolled wastewater collection system component must be inspected bi-monthly. Effective January 1, 2007, each uncontrolled wastewater system component must be inspected semi-annually. Any uncontrolled wastewater collection system component that is not vapor tight shall be identified, minimized within 24 hours and re-inspected every 30 days. The component may be returned to a semi-annual inspection schedule if it is vapor tight during three consecutive 30-day inspections. Any uncontrolled wastewater collection system component that is not vapor tight during any three inspections in a five-year period must be equipped with a water seal or equivalent control within 30 days after the third inspection. Upon installation of the water seal or equivalent control, the provisions of Section 8-8-312 shall apply. Unless previously identified by the refinery, any wastewater system component discovered by the APCO not to be vapor tight must be minimized within 24 hours and repaired within 7 days.~~

~~*(Adopted 9/15/04; Amended 11/3/21)*~~

~~**8-8-314 New Wastewater Collection System Components at Refineries:** Effective January 1, 2005, any new wastewater collection system component at a refinery shall be equipped with a water seal or equivalent control.~~

~~*(Adopted 9/15/04; Amended 11/3/21)*~~

**8-8-315 Wastewater Collection System Components and Wastewater Separation System Components at Refineries:** The owner or operator of a wastewater collection system component or a wastewater separation system component at a refinery shall comply with one of the following:

315.1 All wastewater collection system components and wastewater separation system components shall be vapor-tight. Any component discovered by the owner or operator not to be vapor-tight shall be repaired in accordance with the schedule in Section 8-8-405. Any component discovered by the APCO not to be vapor-tight shall constitute a violation of this Rule and shall be repaired within 24 hours in accordance with Section 8-8-405.3; or

315.2 Operate a vapor-tight collection system that is routed to a vapor recovery or abatement system that has a minimum destruction efficiency of 95 percent, by weight, for abating emissions of total organic compounds from the component or components, as determined in accordance with the requirements in Section 8-8-506, or which can meet an outlet concentration of 500 ppm by volume total organic compounds (expressed as methane).

**8-8-316 Prohibition of Discharge at Refineries:** The owner or operator of a wastewater collection system component, separation system component or secondary treatment process component at a refinery shall not discharge non-aqueous phase hydrocarbon streams into



wastewater collection system components and shall not discharge any free phase organic liquid streams into wastewater secondary treatment process components. The organic concentration in wastewater shall be determined by the methods specified in Section 8-8-605.

**8-8-400 ADMINISTRATIVE REQUIREMENTS**

**8-8-401 Deleted October 6, 1993**

**8-8-402 Wastewater Collection and Separation System Identification and Inspection and Maintenance Plan at Refineries:** All refineries must ~~implement an inspection and maintenance plan that~~ meets all of the following requirements:

402.1 ~~By October 1, 2005, A~~all wastewater collection system and separation system components must be equipped with a unique tag and permanent identification code. The tag and identification code shall be used to differentiate between vapor-tight components and those components routed to a vapor recovery or abatement system.

~~identified and the APCO must be provided with lists, diagrams or other information sufficient to locate all components. It shall not be violation of this requirement if the refinery discovers that a component has been omitted from the list, diagram, or other information and submits information to the APCO regarding the component. Effective October 1, 2005, any wastewater collection system component found by the APCO that was not identified pursuant to the provisions of this section shall constitute a violation.~~

402.2 ~~By October 1, 2005, an initial inspection of all wastewater collection system components must be completed by the refinery. The results of the initial inspection shall be made available to the APCO, but any wastewater collection system component that is not vapor tight shall not trigger the requirements of Section 8-8-313 before the effective date of that Section.~~

402.3 ~~Effective January 1, 2006, for refineries that elect to comply with Section 8-8-313.2, the plan must provide for the identification and minimization of leaking components and a re-inspection within 30 days of discovery. The plan must also provide for re-inspections every thirty days until the affected component is either controlled or is returned to the inspection schedule in Section 8-8-313.2.~~

402.4 ~~Effective January 1, 2006, Except as provided under Section 8-8-405.5, each controlled wastewater collection or separation system~~ component shall be inspected quarterly, semi-annually.

402.5 Records must be maintained pursuant to Section 8-8-505.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-403 Refinery Compliance Schedule:** Any refinery electing to comply with Section 8-8-313.1 shall install controls on uncontrolled wastewater collection system components according to the following schedule:

403.1 ~~By October 31, 2005, install controls on 25% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.2 ~~By April 30, 2006, install controls on 50% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.3 ~~By October 31, 2006, install controls on 75% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.4 ~~By April 30, 2007, install controls on 100% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-404 Uncontrolled Wastewater Collection System Components Election:** By November 1, 2004, each refinery shall choose a compliance option from Section 8-8-313 and notify the APCO in writing indicating which option has been chosen.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-405 Repair Schedule for Leak Excesses at Refineries:** For any leak that is not vapor-tight, the owner or operator shall meet the following requirements:

- 405.1 The date, location, and value of each excess shall be recorded and the location shall be marked.
- 405.2 If the leak has been discovered by the owner or operator, the leak shall be minimized within 24 hours and repaired within seven (7) days; or
- 405.3 If the leak has been discovered by the APCO, the leak must be repaired within 24 hours.
- 405.4 Any equipment found to have a leak shall be reinspected within 24 hours after any leak repair or minimization.
- 405.5 If any equipment is found leaking more than three (3) consecutive quarters, the inspection frequency shall change from quarterly to monthly pursuant to Section 8-8-406.

**8-8-406** **Recurrent Leak Schedule at Refineries:** For any equipment found leaking in more than three consecutive quarters, a person subject to this Rule shall comply with the following requirements:

- 406.1 The inspection frequency shall be changed from quarterly to monthly.
- 406.2 If the equipment remains leak free for four consecutive months the inspection frequency will revert back to quarterly upon request and after APCO approval.

**8-8-500 MONITORING AND RECORDS**

**8-8-501 API Separator or Air Flotation Bypassed Wastewater Records:** Any person who bypasses wastewater past their API Separator or Air Flotation unit shall maintain records on the amount of bypassed wastewater, duration, date, causes for bypasses, and dissolved critical total organic compound concentration (volume). These records shall be retained and available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-502 Wastewater Critical Total Organic Compound Concentration ~~or~~ Temperature Records:** Any person who seeks an exemption of ~~exempts~~ their wastewater separator because of either wastewater critical total organic compound concentration or temperature shall sample and test the wastewater initially and semiannually thereafter and maintain records on the date, time of test, location, and wastewater temperature and/or critical total organic compound concentration (volume), where applicable. These records shall be retained and available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-503 Inspection and Repair Records:** Records of inspections and repairs as required by Sections 8-8-301, 302, 305, 306, ~~or~~ 307, 315, 402, 405 or 406 shall be retained and made available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted October 6, 1993)*

**8-8-504 Portable Hydrocarbon Detector:** Any instrument used for the measurement of total organic compounds shall be a combustible gas detector that has been approved by the APCO and meets the specifications and performance criteria of and has been calibrated in accordance with EPA Reference Method 21 (40 CFR 60, Appendix A).

*(Adopted June 15, 1994)*

**8-8-505 Records for Wastewater Collection System and Wastewater Separation System Components at Refineries:** Any person subject to the requirements of this ~~R~~Rule shall:

- 505.1 Maintain records of the type and location of each wastewater collection system and separation system component.
- 505.2 Record the date of each wastewater collection system and separation system component inspection, and re-inspection and leak concentration measured for each inspection or re-inspection.
- 505.3 Record a description of the minimization or repair efforts on each leaking component that is not vapor-tight.
- 505.4 Maintain required records for at least ~~5~~ five years and make them available to the APCO for inspection at any time.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-506** [Source Test Requirements at Refineries:](#) Any owner or operator who uses an abatement device to comply with the requirements set forth in Section 8-8-315 of this Rule shall perform a source test on the system verifying operation at the required abatement efficiency at least once in any calendar year in which the system is used to comply with this Rule. Source testing, including prior notification of the Air District, shall be performed in accordance with the Manual of Procedures, Volume IV. This section does not apply to any device that collects all emissions and vents them to a fuel gas collection system for combustion, or to any device that is subject to parametric monitoring or periodic source testing in accordance with an Air District permit to operate.

**8-8-507** [Wastewater Organic Concentration Monitoring at Refineries:](#) The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall monitor the concentrations of oil and grease, total organic carbon, and volatile and semi-volatile organic compounds in wastewater along with total wastewater flowrate at the inlet to oil-water separators, inlet to secondary treatment system, and outlet of secondary treatment system. Monitoring shall be conducted on the following frequency:  
507.1 [Effective XXXX \(date of rule adoption\) until YYYY \(6 months after rule adoption date\), at least once every 30 days.](#)  
507.2 [Effective YYYY \(6 months after rule adoption date\), at least once every 90 days.](#)

**8-8-508** [Wastewater Organic Concentration Recordkeeping Requirements at Refineries:](#) The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall keep the following records in a form suitable for inspection for a period of at least five years and made available to the APCO upon request:  
508.1 [Concentration of oil and grease.](#)  
508.2 [Concentration of total organic carbon.](#)  
508.3 [Concentration of volatile and semi-volatile organic compounds.](#)  
508.4 [Location of each recorded concentration \(inlet to oil-water separator, inlet to secondary treatment system, or outlet of secondary treatment system\).](#)

## 8-8-600 MANUAL OF PROCEDURES

**8-8-601** [Wastewater Analysis for Critical Total Organic Compounds:](#) Samples of wastewater as specified in this Rule shall be taken at the influent stream for each [wastewater collection system and wastewater separation system](#) unit and analyzed for the concentration of dissolved critical [total](#) organic compounds ~~as prescribed in the~~ [by any of the following methods, or latest revision, where applicable:](#)  
601.1 [Concentration of total organic carbon shall be determined by ~~Manual of Procedures, Volume III, Lab Method 33~~ EPA Method 9060A or SM 5310D.](#)  
601.2 [Concentration of organic Toxic Air Contaminants listed in Regulation 2, Rule 5, Table 2-5-1 shall be determined by EPA Methods 8260D and 8270E.](#)  
601.3 [Any alternative method to those listed above if determined to be equivalent by the EPA or approved by the APCO.](#)

*(Amended 11/1/89; 10/6/93; 9/15/04)*

**8-8-602** [Determination of Emissions:](#) Emissions of [total](#) organic compounds as specified in Sections 8-8-301.3, ~~8-8-302.3, 8-8-304, 8-8-305.2, 8-8-306.2, and 8-8-307.2,~~ and [315.2](#) shall be measured as prescribed by any of the following methods: 1) BAAQMD Manual of Procedures, Volume IV, ST-7, 2) EPA Method ~~25, or 25A~~, or 3) any other method approved by the APCO. A source shall be considered in violation if the [total](#) organic compound emissions measured by any of the referenced test methods exceed the standards of this ~~R~~Rule.

*(Amended 11/1/89; 10/6/93; 6/15/94; 9/15/04, 11/3/21)*

**8-8-603** [Inspection Procedures:](#) For the purposes of Sections 8-8-301, 302, 303, 304, ~~342~~[315, 343 and 402, 405, and 406,](#) leaks shall be measured using a portable [combustible](#) gas detector as prescribed in EPA Reference Method 21 (40 CFR 60, Appendix A).

*(Adopted 6/15/94; Amended 9/15/04)*

**8-8-604** **Determination of Abatement Efficiency:** Abatement efficiency of an abatement device as specified in Section 8-8-506 shall be determined as prescribed in the Manual of Procedures, Volume IV, ST-7 or any other method approved by the APCO.

**8-8-605** **Determination of Organic Concentration in Wastewater:** The organic concentration determination as specified by Section 8-8-507 shall be measured using any of the following methods, or latest revision, where applicable:

605.1 Oil and grease content shall be determined using EPA Method 1664A.

605.2 Total organic carbon content shall be determined by using EPA Method 9060A or Method SM 5310D.

605.3 Volatile and semi-volatile organic compounds content shall be determined by EPA Methods 8260D and 8270E.

605.4 Any alternative method to those listed above if determined to be equivalent by the EPA or approved by the APCO.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**FINAL STAFF REPORT  
APPENDIX B**

**Socioeconomic Impacts Analysis**

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bae urban economics

Socioeconomic Impact Analysis of Proposed Amendments to Rule 8-8:  
Wastewater Collection and Separation Systems

Submitted to: Bay Area Air Quality Management District  
October 16, 2023

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# INTRODUCTION

The Bay Area Air Quality Management District (“Air District” or “BAAQMD”) is proposing to amend Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) to further address emissions from wastewater collection and separation systems at refining facilities in the Bay Area region.

Refining facilities convert feedstocks such as crude oil or other unfinished petroleum derivatives into a wide variety of finished products, including gasoline, aviation fuel, diesel and other fuel oils, lubricating oils, and other feedstocks for petrochemical and chemical industries. Each of the five refineries in the Bay Area is uniquely configured to process specific raw materials into a desired slate of finished products and each has a unique system to collect and treat wastewater from refining processes and operations. These wastewater collection, separation and treatment processes result in emissions of methane and volatile organic compounds, which may include toxic air contaminants. The Air District estimates that approximately 109 tons per year of volatile organic compounds are emitted from refinery wastewater treatment systems in the Bay Area.

## Proposed Rule Amendments

The proposed amendments to Rule 8-8 are intended to further limit emissions of volatile organic compounds and methane from refinery wastewater collection and separation systems. As provided in the Staff Report describing the proposed amendments to Rule 8-8<sup>1</sup>, the major provisions of the proposed amendments to Rule 8-8 include:

- Limiting emissions of total organic compounds (including methane) from the wastewater collection and separation systems. The current rule addresses only volatile organic compound emissions (excluding methane).
- Amending leak and vapor-tight standards to cover total organic compounds (including methane). The existing rule only limits volatile organic compounds, and the proposed amendments of Rule 8-8 would include methane and result in more stringent standards.
- Adding standards at refineries for wastewater collection and separation system components with a clear single vapor tight emissions standard (500 ppmv) for all applicable wastewater collection and separation system components.
  - The proposed new standards require wastewater collection and separation system components at refineries to comply by being vapor tight or by operating a vapor tight collection system routed to a vapor recovery or abatement system which has a minimum combined collection and destruction efficiency of 95

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<sup>1</sup> BAAQMD, October 2023. Staff Report: Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems.

percent, by weight, for abating emissions of total organic compounds (including methane) from the component. The collection system may also show compliance through achieving an outlet concentration of 500 ppmv total organic compounds [expressed as methane] above background levels.

- Prohibiting the discharge of non-aqueous phase hydrocarbon streams into collection and separation systems and prohibiting discharge of free phase organic liquid streams into refinery secondary treatment process components.
- Strengthening leak detection and repair protocols.
- Monitoring of organic concentrations and the presence of oil and grease in wastewater to increase understanding of the potential for emissions to the air from secondary treatment.

### **Socioeconomic Impact Analysis Methodology**

This report was prepared to meet the provisions of Section 40728.5 of the California Health and Safety Code, which requires an assessment of the socioeconomic impacts of proposed air quality rules. The analysis begins with an overview of demographic and economic conditions in the Air District region to provide context for the socioeconomic impact analysis that follows. Following that overview, the analysis turns to the specific industry and business establishments potentially affected by the rule revisions, including data on the number of employees, production capacities, and the reported net income as a percent of revenues. The analysis relies on data from a number of sources, including corporate reports, the 2017 Economic Census, the Internal Revenue Service, the State of California's Employment Development Department (EDD) Labor Market Information Division and Department of Finance, the California Energy Commission, the U.S. Energy Information Administration, and the Air District. Using this information, BAE estimated the annual revenues and net profits for each potentially affected facility. These figures were then compared to the compliance costs associated with the proposed amended Rule to determine whether the compliance costs represent a significant portion of estimated profits (using a 10 percent impact threshold). Finally, the potential for impacts on small businesses was assessed.

## REGIONAL TRENDS

This section provides an overview of recent demographic and economic trends in the nine-county San Francisco Bay Area region and the State to provide context for the socioeconomic impact analysis that follows.

### Demographic Trends

Table 1 shows population and household trends for the Bay Area and California between 2010 and 2023. During this period, the population in the Bay Area increased by approximately 5.6 percent, compared to 4.5 percent in California statewide. Meanwhile, the number of households in the Bay Area grew by 9.2 percent, compared to a 9.3 percent increase in households statewide.

**Table 1: Regional and Statewide Population and Household Trends, 2010-2023**

Bay Area (a)	2010	2023	Change, 2010-2023	
			Number	Percent
Population	7,150,739	7,548,792	398,053	5.6%
Households	2,606,288	2,844,913	238,625	9.2%
Avg. Household Size	2.69	2.59		
<b>California</b>				
Population	37,253,956	38,940,231	1,686,275	4.5%
Households	12,568,167	13,739,470	1,171,303	9.3%
Avg. Household Size	2.90	2.77		

Note:

(a) Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

Sources: State of California Department of Finance; BAE, 2023.

### Economic Trends

In the period between 2010 and 2022, the Bay Area's employment base grew by 28.4 percent, increasing from 3.2 million jobs to 4.0 million jobs (see Table 2). Statewide, the employment base grew at a slightly lower rate, increasing 23.5 percent from 14.7 million jobs in 2010 to 18.1 million jobs in 2022. All of the industry sectors in the state experienced job growth between 2010 and 2022. In the Bay Area, the Wholesale Trade and Retail Trade sectors contracted between 2010 and 2022, while all other non-governmental sectors grew by at least eight percent.

In terms of total number of jobs, the largest non-government industry sectors in the Bay Area include Professional & Business Services (819,500 jobs), Educational and Health Services (639,000 jobs), Leisure & Hospitality (386,000 jobs), and Manufacturing (379,700 jobs). These four industry sectors together account for approximately 55 percent of the Bay Area's total employment. Statewide, the four sectors account for 50 percent of total employment.

The Manufacturing sector, which includes the petroleum refineries that would be subject to the proposed amended Rule 8-8, grew by nearly 25 percent in the Bay Area between 2010 and 2022. As of 2022, the sector accounted for 9.4 percent of the region’s job base, compared to 7.4 percent of the job base statewide. Although the sector’s share of total employment fell slightly in the region in the period between 2010 and 2022, most of the statewide job growth in the Manufacturing sector over this period was driven by job gains in the Bay Area region. The Bay Area added a total of 75,500 manufacturing jobs in the period between 2010 and 2022, nearly matching the total number of manufacturing jobs that were gained statewide (87,600 jobs) during this period.

**Table 2: Bay Area Employment by Sector, 2010-2022 (a)**

Industry Sector	2010		2022		Change, 2010-2022	
	Number	% Total	Number	% Total	Number	Percent
<b>San Francisco Bay Area</b>						
Agriculture	19,200	0.6%	20,800	0.5%	1,600	8.3%
Mining, Logging, and Construction	131,500	4.2%	210,000	5.2%	78,500	59.7%
Manufacturing	304,200	9.6%	379,700	9.4%	75,500	24.8%
Wholesale Trade	112,200	3.6%	107,800	2.7%	-4,400	-3.9%
Retail Trade	308,200	9.8%	306,400	7.6%	-1,800	-0.6%
Transportation, Warehousing, and Utilities	88,300	2.8%	134,100	3.3%	45,800	51.9%
Information	113,900	3.6%	263,100	6.5%	149,200	131.0%
Financial Activities	168,000	5.3%	197,400	4.9%	29,400	17.5%
Professional & Business Services	545,800	17.3%	819,500	20.2%	273,700	50.1%
Educational & Health Services	474,200	15.0%	639,000	15.8%	164,800	34.8%
Leisure & Hospitality	324,800	10.3%	386,000	9.5%	61,200	18.8%
Other Services, except Public Admin.	108,100	3.4%	120,600	3.0%	12,500	11.6%
Government (b)	455,200	14.4%	463,600	11.5%	8,400	1.8%
<b>Total, All Employment (c)</b>	<b>3,153,200</b>	<b>100.0%</b>	<b>4,047,700</b>	<b>100.0%</b>	<b>894,500</b>	<b>28.4%</b>
Industry Sector	2010		2022		Change, 2010-2022	
	Number	% Total	Number	% Total	Number	Percent
<b>California</b>						
Agriculture	383,200	2.6%	422,900	2.3%	39,700	10.4%
Mining, Logging, and Construction	584,800	4.0%	933,200	5.2%	348,400	59.6%
Manufacturing	1,249,300	8.5%	1,336,900	7.4%	87,600	7.0%
Wholesale Trade	630,900	4.3%	668,400	3.7%	37,500	5.9%
Retail Trade	1,509,200	10.3%	1,614,600	8.9%	105,400	7.0%
Transportation, Warehousing, and Utilities	468,000	3.2%	850,000	4.7%	382,000	81.6%
Information	429,900	2.9%	608,200	3.4%	178,300	41.5%
Financial Activities	761,200	5.2%	844,700	4.7%	83,500	11.0%
Professional & Business Services	2,084,300	14.2%	2,872,700	15.9%	788,400	37.8%
Educational & Health Services	2,132,000	14.5%	2,936,300	16.2%	804,300	37.7%
Leisure & Hospitality	1,501,000	10.2%	1,931,600	10.7%	430,600	28.7%
Other Services, except Public Admin.	483,700	3.3%	563,300	3.1%	79,600	16.5%
Government (b)	2,448,400	16.7%	2,529,000	14.0%	80,600	3.3%
<b>Total, All Employment (c)</b>	<b>14,666,200</b>	<b>100.0%</b>	<b>18,111,800</b>	<b>100.0%</b>	<b>3,445,600</b>	<b>23.5%</b>

Notes:

(a) Includes all wage and salary employment.

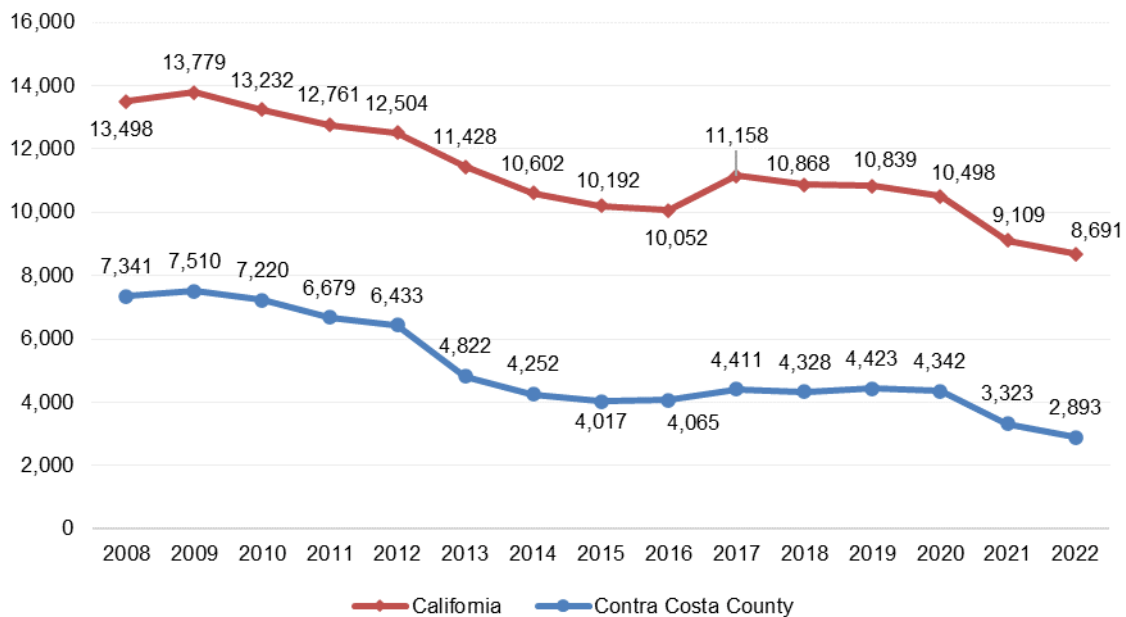
(b) Government employment includes workers in all local, state and Federal workers, not just those in public administration. For example, all public school staff are in the Government category.

(c) Totals may not sum due to independent rounding.

Sources: California Employment Development Department; BAE, 2023.

Although employment data by individual refinery are not publicly available due to confidentiality restrictions, data published for Contra Costa County and California show that employment at petroleum refineries (NAICS 324110) has been declining almost continuously since 2009. Between 2009 and 2022, the number of employees in the industry fell by 37 percent in California and 61 percent in Contra Costa County. Overall, the petroleum refineries in Contra Costa County lost a total of 4,617 jobs between 2009 and 2022, nearly matching the total number of petroleum refinery jobs that were lost statewide during the same period (-5,088 jobs).

**Figure 1: Annual Petroleum Refineries (NAICS 324110) Employment, California and Contra Costa County, 2008-2022**



Note: Employment counts are based on establishment-level data from the Quarterly Census of Earnings and Wages (QCEW). The QCEW provides detailed employment and wage information for workers covered by unemployment insurance programs.

Sources: California Employment Development Department; BAE, 2023.

### Affected Industries

The proposed amendments to Rule 8-8 would affect five petroleum refineries (NAICS 324110). Table 3 below summarizes each refinery’s throughput capacity as of July 2023 based on information provided by the California Energy Commission. As of July 2023, there were four refineries operating in the region with a combined throughput capacity of approximately 666,900 barrels per day. Although the Marathon Martinez refinery is not currently in operation, the facility currently employs approximately 50 workers and will be converted to

process alternative, non-petroleum feedstocks by late 2023. Once it resumes operations, the converted Marathon Martinez facility will have a throughput capacity of 47,600 barrels per day. There are an estimated 2,730 workers directly employed at the five refineries.

Phillips 66 has announced that the company plans to wind down its petroleum refining operations at the Rodeo refinery as the facility transitions to processing alternative, non-petroleum feedstocks in the near future. Current plans indicate that the Rodeo facility would have a throughput capacity of 52,200 barrels per day once fully converted. Combined, the five affected refineries would have an estimated combined throughput capacity of approximately 646,500 barrels per day once the Marathon Martinez and Phillips 66 Rodeo refineries are both converted to produce renewable fuels.

**Table 3: Bay Area Refineries**

Facility	Current Crude	% of CA	Est. Current	Estimated Future
	Oil Capacity	Statewide		Production Capacity
	(Barrels/Day) (a)	Total	Employees (b)	(Barrels/Day) (e)
Chevron U.S.A. Inc., Richmond Refinery	245,271	14.1%	1,200	245,271
PBF Energy, Martinez Refinery	156,400	9.0%	560	156,400
Valero Energy, Benicia Refinery	145,000	8.3%	440	145,000
Phillips 66, Rodeo San Francisco Refinery (c)	120,200	6.9%	480	52,200
Marathon Martinez, Golden Eagle Refinery	(d)	0.0%	50	47,600
<b>Total, Bay Area Refineries</b>	<b>666,871</b>	<b>38.3%</b>	<b>2,730</b>	<b>646,471</b>
<b>Total California Crude Oil Capacity</b>	<b>1,740,371</b>	<b>100.0%</b>		

Notes:

(a) California Energy Commission data current as of July 2023.

(b) Employment figures represent direct refinery employment; on-site leased employees and independent contractors are not included in direct employment figures.

(c) Although Phillips 66 has announced plans to stop refining petroleum at its Rodeo refinery as it transitions to refining biofuel in the near future, the company had not fully terminated petroleum refining operations as of July 2023. The facility would be reconfigured to produce 800 million gallons per year (approximately 52,200 barrels per day) of renewable diesel, renewable gasoline, and sustainable jet fuel in early 2024.

(d) The Marathon Martinez facility is currently idle and will be converted to produce renewable diesel fuel with capacity of 730 million gallons per year (approximately 47,600 barrels per day) by late 2023.

(e) Includes the future planned production capacities of the Phillips 66 and Marathon Martinez refineries.

Sources: California Energy Commission; BAE, 2023.

Refinery profit margins are extremely volatile and are driven by a number of different factors, including market conditions, refinery throughput, feedstock costs, product yields, maintenance turnarounds, and other operating costs. The IRS provides data on total sales receipts and net income for active petroleum refineries in the United States. Table 4 shows the annual profit to sales ratios for petroleum refineries in years 2011 through 2020. The average net income as a percent of sales averaged 4.2 percent over the 10-year period, ranging from a high of 6.4 percent in 2012 to a low of just 0.7 percent in 2020.

**Table 4: IRS Financial Data for U.S. Refineries, 2011-2020**

Tax Year	Number of Tax Returns		Total Receipts	Net Income	Net Income as %
	Total	w/ Net Income	for All Returns (\$000s)	((\$000s))	of Total Receipts (All Returns)
2011	202	162	\$2,405,497,424	\$128,065,951	5.3%
2012	217	159	\$2,396,760,591	\$152,741,615	6.4%
2013	207	67	\$2,202,152,058	\$123,956,446	5.6%
2014	203	161	\$2,085,986,718	\$103,077,549	4.9%
2015	143	116	\$1,329,920,999	\$67,026,843	5.0%
2016	127	98	(a)	\$29,811,715	(a)
2017	146	110	\$1,339,564,751	\$25,884,463	1.9%
2018	128	105	\$1,440,401,953	\$63,299,885	4.4%
2019	117	84	\$1,363,164,599	\$43,772,501	3.2%
2020	120	79	\$904,566,037	\$6,288,942	0.7%
<b>10-Year Average</b>	<b>161</b>	<b>114</b>			<b>4.2%</b>

Note:

(a) IRS data suppressed to avoid disclosure of information for specific corporations.

Sources: International Revenue Service, Statistics of Income--Corporation Income Tax Returns, 2011-2020; BAE, 2023.

In 2020, the COVID-19 pandemic dramatically affected demand and prices for refined petroleum products, putting significant downward pressure on refinery production levels and profit margins. The rapid drop in demand forced many refineries to limit or suspend operations, which led to substantial and widespread financial losses in the sector. Table 5 illustrates how the onset of the COVID-19 pandemic affected the quarterly revenues, expenses, and profits reported by U.S. corporations in the petroleum and coal products manufacturing industry subsector (NAICS 324), which includes petroleum refineries. As shown, quarterly operating revenues fell drastically beginning in early 2020 resulting in significant operating losses throughout 2020. Aggregate quarterly net losses (after income taxes) in the fourth quarter of 2020 totaled \$22 billion, equating to roughly thirteen percent of aggregate sales during the quarter.



**Table 5: Quarterly Financial Report Aggregate Statistics for U.S. Petroleum and Coal Products Corporations, 2019 Q1-2020 Q4 (a)**

Petroleum and Coal Products Manufacturing Subsector (NAICS 324)	2019 Q1	2019 Q2	2019 Q3	2019 Q4	2020 Q1	2020 Q2	2020 Q3	2020 Q4
<b>Statements of Income</b>								
	(\$ Millions)							
Net sales, receipts, and operating revenues .....	\$225,181	\$261,771	\$245,505	\$244,913	\$208,206	\$119,047	\$163,113	\$168,639
Depreciation, depletion, & amortization of property, plant, and equipment .....	\$9,118	\$8,961	\$9,331	\$9,742	\$10,292	\$9,795	\$9,494	\$9,779
All other operating costs and expenses .....	\$213,360	\$245,412	\$229,809	\$229,564	\$198,063	\$113,294	\$157,136	\$166,250
<b>Income (loss) from operations .....</b>	<b>\$2,702</b>	<b>\$7,399</b>	<b>\$6,366</b>	<b>\$5,607</b>	<b>(\$148)</b>	<b>(\$4,042)</b>	<b>(\$3,517)</b>	<b>(\$7,390)</b>
Interest expense .....	\$2,619	\$2,608	\$2,605	\$2,666	\$2,282	\$2,492	\$2,247	\$2,181
All other nonoperating income (expense) .....	\$9,164	\$9,204	\$2,803	(\$2,286)	(\$14,798)	(\$8,740)	\$554	(\$21,288)
<b>Income (loss) before income taxes ..</b>	<b>\$9,247</b>	<b>\$13,995</b>	<b>\$6,563</b>	<b>\$655</b>	<b>(\$17,228)</b>	<b>(\$15,275)</b>	<b>(\$5,211)</b>	<b>(\$30,858)</b>
Provision for current & deferred income taxes ..	\$972	\$1,961	\$626	(\$2,256)	(\$3,331)	(\$2,517)	(\$1,744)	(\$8,858)
<b>Income (loss) after income taxes .....</b>	<b>\$8,275</b>	<b>\$12,034</b>	<b>\$5,937</b>	<b>\$2,911</b>	<b>(\$13,897)</b>	<b>(\$12,758)</b>	<b>(\$3,467)</b>	<b>(\$22,001)</b>
<b>Operating Ratios</b>								
	(% of Net Sales)							
Net sales, receipts, and operating revenues .....	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Depreciation, depletion, & amortization of property, plant, and equipment .....	4.05%	3.42%	3.80%	3.98%	4.94%	8.23%	5.82%	5.80%
All other operating costs and expenses .....	94.75%	93.75%	93.61%	93.73%	95.13%	95.17%	96.34%	98.58%
<b>Income (loss) from operations .....</b>	<b>1.20%</b>	<b>2.83%</b>	<b>2.59%</b>	<b>2.29%</b>	<b>-0.07%</b>	<b>-3.40%</b>	<b>-2.16%</b>	<b>-4.38%</b>
Interest expense .....	1.16%	1.00%	1.06%	1.09%	1.10%	2.09%	1.38%	1.29%
All other nonoperating income (expense) .....	4.07%	3.52%	1.14%	-0.93%	-7.11%	-7.34%	0.34%	-12.62%
<b>Income (loss) before income taxes ..</b>	<b>4.11%</b>	<b>5.35%</b>	<b>2.67%</b>	<b>0.27%</b>	<b>-8.27%</b>	<b>-12.83%</b>	<b>-3.19%</b>	<b>-18.30%</b>
Provision for current & deferred income taxes ..	0.43%	0.75%	0.25%	-0.92%	-1.60%	-2.11%	-1.07%	-5.25%
<b>Income (loss) after income taxes .....</b>	<b>3.67%</b>	<b>4.60%</b>	<b>2.42%</b>	<b>1.19%</b>	<b>-6.67%</b>	<b>-10.72%</b>	<b>-2.13%</b>	<b>-13.05%</b>

Notes:

(a) The Quarterly Financial Report survey program collects and publishes quarterly aggregate statistics on the financial results of U.S. corporations in the manufacturing, mining, wholesale trade, and selected service industries. The financial data in the QFR are based on the accounting conventions adopted for financial reporting purposes, which may differ from those used for reporting income to the Internal Revenue Service (IRS).

Sources: U.S. Census Bureau, Quarterly Financial Report, 2019-2022; BAE, 2023.

In 2021 and 2022, demand and prices for refined petroleum products rose dramatically, leading to significantly improved market conditions for petroleum refineries. BAE reviewed the 2022 annual reports for the five companies that own refineries in the region to assess the recent financial performance of the facilities potentially affected by the proposed Rule. Table 6 shows the net income as a percent of total revenues reported by each of the five petroleum companies based on information obtained from annual reports. As shown, reported profit margins ranged from 6.5 percent to 14.5 percent of total sales for all business segments at these companies in 2022.

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**Table 6: Reported Net Income as a Percent of Total Sales, 2022**

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<u>All Business Segments (a)</u>	<u>Chevron</u>	<u>PBF Energy</u>	<u>Valero</u>	<u>Phillips 66</u>	<u>Marathon</u>
Total Reported Net Income (\$ Millions)	\$35,608	\$3,709	\$11,879	\$11,391	\$16,050
Total Revenues and Other Income (\$ Millions)	\$246,252	\$46,781	\$176,383	\$175,702	\$179,952
Net Profit Margin (%)	14.5%	7.9%	6.7%	6.5%	8.9%

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Note:

(a) Table shows reported net income and total revenues for all operating segments at each company. Most companies only report net income for all segments combined and use other financial measures to evaluate the financial performance of their downstream refinery operations. These reported non-GAAP financial measures are defined differently across companies and are not directly comparable to the net income measure that is presented in accordance with GAAP.

Sources: Annual Corporate Reports, 2022; BAE, 2023.

## SOCIOECONOMIC IMPACTS

This section summarizes the annualized compliance costs associated with the proposed Rule 8-8 amendments and assesses whether the annualized compliance costs would significantly burden the affected facilities based on a 10 percent of profits threshold. The analysis is based on publicly available information from a variety of sources, including corporate annual reports, the U.S. Energy Information Administration, the Internal Revenue Service, and the Air District.

### Compliance Costs

Air District staff has estimated the annualized costs for each of the five facilities, as shown below in Table 7. As shown, affected facilities would incur costs from identification and tagging, annual inspections, and annual sampling. Total estimated annual compliance costs range from approximately \$84,000 to \$153,000 depending on the facility.

**Table 7: Annualized Compliance Costs for Facilities Affected by Proposed Rule 8-8 Amendments**

	<u>Chevron</u>	<u>PBF Energy</u>	<u>Valero</u>	<u>Phillips 66</u>	<u>Marathon</u>
Identification & Tagging (Annualized)	\$3,740	\$2,385	\$1,859	\$1,833	\$2,618
Annual Inspection Costs	\$131,711	\$83,987	\$65,469	\$64,548	\$92,217
Annual Sampling Costs	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
<b>Total Annual Costs (a)</b>	<b>\$153,450</b>	<b>\$104,372</b>	<b>\$85,328</b>	<b>\$84,380</b>	<b>\$112,836</b>

Note:

(a) Totals may not sum due to rounding.

Sources: BAAQMD; BAE, 2023.

### Impacts on Affected Industries

As summarized above, the five affected refineries are expected to have a future combined throughput capacity of 646,500 barrels per day once the Marathon Martinez and Phillips 66 Rodeo refineries are fully converted to produce renewable fuels. Based on average utilization rates and average processing gains for typical U.S. refineries, the five affected refineries are expected to produce an estimated 595,800 barrels of refined products per day. BAE used projected long-term wholesale prices for refined products provided by the U.S. Energy Information Administration to estimate the annual revenues from sales of refined products produced at each facility. For the purposes of estimating net income, the analysis uses the 10-year average profit margin for U.S. refineries based on the IRS corporation income tax data shown above in Table 4, or 4.2 percent. Table 8 shows the projected net income from sales of refined products and the annualized compliance costs as a percentage of profits for each affected facility based on these assumptions. As shown, annualized compliance costs are well below the 10 percent burden threshold for all affected establishments. As a share of annual profits, annualized compliance costs range from 0.04 percent to 0.14 percent for affected refineries.

**Table 8: Compliance Cost Impacts on Refinery Net Income**

	<b>Chevron</b>	<b>PBF Energy</b>	<b>Valero</b>	<b>Phillips 66</b>	<b>Marathon</b>
Assumed Operable Capacity (barrels/day) (a)	245,271	156,400	145,000	52,200	47,600
Est. Effective Throughput (barrels/day) (b)	212,650	135,599	125,715	45,257	41,269
Est. Refinery Output (barrels/day) (c)	226,047	144,142	133,635	48,109	43,869
Est. Refined Product Sales Revenues (d)	\$9,735,840,000	\$6,208,175,000	\$5,755,661,000	\$2,072,038,000	\$1,889,445,000
Estimated Net Income (e)	\$408,905,000	\$260,743,000	\$241,738,000	\$87,026,000	\$79,357,000
Total Annual Compliance Costs	\$153,450	\$104,372	\$85,328	\$84,380	\$112,836
<b>Compliance Costs as % of Annual Profit</b>	<b>0.04%</b>	<b>0.04%</b>	<b>0.04%</b>	<b>0.10%</b>	<b>0.14%</b>

**Assumptions**

Average Utilization Rate (b)	86.70%
Average Processing Gain (c)	6.30%
Avg. Refined Product Sale Price per Barrel (f)	\$118
10-year Average Profit Margin (e)	4.2%

**Notes:**

- (a) The assumed operable capacities for the Phillips 66 refinery and Marathon Martinez refinery are based on the planned future production capacities shown in Table 3.
- (b) Effective throughput estimate based on the average utilization rate for refineries in the West Coast (PADD 5) region in 2022, based on data provided by the U.S. Energy Information Administration.
- (c) Due to processing gain, the total volume of refinery output is typically greater than the volume of input. According to the U.S. Energy Information Administration, the average processing gain at U.S. refineries was approximately 6.3% in 2022.
- (d) Represents estimated revenues from sales of refined products based on an average refined product sale price of \$118/barrel. For the purposes of estimating sales, refined product sales volumes are assumed to equal annual refinery output. Refineries may generate revenues from other sources, such as through sales of raw materials or sales from inventory; these revenues generally make up a small share of total revenues and are not estimated in this table.
- (e) Net income estimates are based on the 10-year average profit margin reported for U.S. refineries in years 2011 through 2020 shown above in Table 4.
- (f) BAE estimate based on long-term wholesale petroleum price projections from the U.S. Energy Information Administration's Annual Energy Outlook 2023.

Sources: U.S. Energy Information Administration; California Energy Commission; IRS Corporation Income Tax Returns, 2011-2020; BAE, 2023.

**Impacts on Small Businesses**

According to California Government Code 14835, a small business is any business that meets the following criteria:

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California;
- Must have its owners (or officers in the case of a corporation) domiciled in California; and
- Together with its affiliates, be either:
  - A business with 100 or fewer employees, and average annual gross receipts of \$15 million or less over the previous three tax years, or
  - A manufacturer with 100 or fewer employees

As none of the affected facilities are small businesses based on these criteria, small businesses are not disproportionately affected by the proposed amendments to Rule 8-8.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**FINAL STAFF REPORT  
APPENDIX C**

**CEQA Initial Study and Negative Declaration**

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# **BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**California Environmental Quality Act**

## **Initial Study and Draft Negative Declaration**

### **Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems**

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**October 2023**

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# **CHAPTER 1**

## **INTRODUCTION**

Purpose of this Document

Scope of this Document

Impact Terminology

Organization of this Document

## CHAPTER 1

### Introduction

The Bay Area Air Quality Management District (Air District, BAAQMD, or District) is proposing amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from wastewater collection and separation systems at refineries in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure. Air District staff have, therefore, directed the preparation of this Initial Study pursuant to CEQA.

As explained in detail in Chapter 3, the Initial Study has found that the proposed amendments will not have any significant adverse environmental impacts. Air District staff are, therefore, proposing that the District’s Board of Directors adopt a Negative Declaration under CEQA pursuant to Section 15074 of the CEQA Guidelines.

The Air District is publishing this Initial Study and draft Negative Declaration concurrently with drafts of the proposed amendments and detailed Staff Report explaining in more detail what the proposed amendments will entail. The public should review this Initial Study and proposed Negative Declaration in conjunction with those other documents in order to obtain a full understanding of the proposed amendments and their potential for adverse environmental impacts.

#### 1.1 PURPOSE OF THIS DOCUMENT

The Initial Study is a preliminary assessment of the potential environmental impacts of the proposed project. The purpose of the Initial Study is to determine whether a Negative Declaration or Environmental Impact Report (EIR) must be prepared (CEQA Guidelines §15365). If the Initial Study determines that there is substantial evidence that any aspect of the project either individually or cumulatively, may cause a significant effect on the environment, then an EIR must be prepared. If the Initial Study determines that there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, then a Negative Declaration should be prepared (CEQA Guidelines §15063(b)). As explained herein, this Initial Study has reached the second conclusion: that there is no substantial evidence that the proposed amendments to Rule 8-8 will have any significant adverse effect on the environment. Accordingly, the Air District has prepared a draft Negative Declaration. The Initial Study provides the documentation for the finding in the draft Negative Declaration that the project will not have a significant impact on the environment (CEQA Guidelines §15063(c)(5)).

The Negative Declaration is a written statement by the lead agency describing why the proposed project will not have a significant effect on the environment and, therefore, does not require the preparation of an EIR (CEQA Guidelines §15371). A Negative Declaration is prepared by Air District staff based on the analysis in the Initial Study, and then is proposed for adoption by the District's Board of Directors. Air District staff provide notice to the public of the draft Negative Declaration and an opportunity to comment on it, and then the Board of Directors considers the Negative Declaration at a public hearing. The Board of Directors considers the Negative Declaration along with any public comments received, and then adopts (or certifies) the Negative Declaration if it finds, using its independent judgment and analysis, that based on the whole record – including the project description, Initial Study, any mitigation measures, and any public comments – that there is no substantial evidence that the project will have a significant effect on the environment (CEQA Guidelines §15074(b)).

## 1.2 SCOPE OF THIS DOCUMENT

This document evaluates the potential impacts of the proposed amendments on the following resource areas:

- aesthetics,
- agriculture and forestry resources,
- air quality,
- biological resources,
- cultural resources,
- energy,
- geology / soils,
- greenhouse gas emissions,
- hazards and hazardous materials,
- hydrology and water quality,
- land use and planning,
- mineral resources,
- noise,
- population and housing,
- public services,
- recreation,
- transportation,
- tribal cultural resources,
- utilities / service systems, and
- wildfire.

## 1.3 IMPACT TERMINOLOGY

The following terminology is used in this Initial Study/Negative Declaration to describe the levels of significance of impacts that would result from the proposed rule amendments:

- An impact is considered *beneficial* when the analysis concludes that the project would have a positive effect on a particular resource.
- A conclusion of *no impact* is appropriate when the analysis concludes that there would be no impact on a particular resource from the proposed project.
- An impact is considered *less than significant* if the analysis concludes that an impact on a particular resource topic would not be significant (i.e., would not exceed certain criteria or guidelines established by the District). Impacts are frequently considered less than significant when the changes are minor relative to the size of the available resource base or would not change an existing resource.
- An impact is considered *less than significant with mitigation incorporated* if the analysis concludes that an impact on a particular resource topic would be significant (i.e., would exceed certain criteria or guidelines established by the District), but would be reduced to a less than significant level through the implementation of mitigation measures.

## 1.4 ORGANIZATION OF THIS DOCUMENT

The content and format of this document, described below, are designed to meet the requirements of CEQA.

- Chapter 1, “Introduction,” identifies the purpose, scope, and terminology of the document.
- Chapter 2, “Description of the Proposed Rule Amendments,” provides background information on Rule 8-8, describes the proposed rule modifications, and describes the area and facilities that would be affected by the rule.
- Chapter 3, “Environmental Checklist,” presents the checklist responses for each resource topic. This chapter includes a brief setting description for each resource area and identifies the impact of the proposed rule amendments on the resources topics listed in the checklist.
- Chapter 4, “References Cited,” identifies all printed references and personal communications cited in this report.

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## **CHAPTER 2**

### **Project Description**

Introduction

Objectives

Background

Proposed Rule 8-8 Amendments

Compliance Options

Affected Area

## CHAPTER 2

### Description of the Proposed Rule Amendments

#### 2.1 INTRODUCTION

The Air District is proposing amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from wastewater collection and separation systems at refineries in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

California Assembly Bill 617 (AB 617) requires each air district that is in nonattainment for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) by the earliest feasible date, but not later than December 31, 2023. In 2018, the Air District adopted the Expedited BARCT Implementation Schedule, which identified potential rule development projects to evaluate and implement BARCT at industrial sector facilities subject to California Greenhouse Gas Cap-and-Trade requirements. Refinery wastewater treatment systems were identified as a potential source of substantial emissions of organic compounds as well as toxic air contaminants such as benzene, toluene, ethylbenzene, and xylene. In addition, BARCT controls and requirements under Rule 8-8 have not been evaluated or adopted for over 17 years. The Air District also has a policy goal of reducing Bay Area greenhouse gas emissions to 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050. Methane is a potent and short-lived greenhouse gas; its global warming potential is 86 times stronger than that of carbon dioxide, when compared on a 20-year time horizon. Methane represents the second largest component of greenhouse gas emissions in the region, after carbon dioxide. Given the importance of controlling methane, the Air District developed a comprehensive Basin-wide Methane Strategy as part of its 2017 Clean Air Plan.

#### 2.2 OBJECTIVES

- Improve enforceability of the rule and its existing requirements including improving consistency with comparable leak detection and repair provisions of other Air District rules and regulations and eliminate potential circumvention of the Rule;
- Reduce air quality impacts in AB617 communities and other areas overburdened by air pollution, poverty, economic injustice, and social injustice.
- Reduce the emissions of ozone precursors (ROG) to help achieve the federal and state ambient air quality standards for ozone;



- Reduce toxic air contaminant emissions from stationary sources of air pollution;
- Accurately and consistently characterize emissions from refinery-related emissions sources on an on-going basis to determine if additional emission reductions can be achieved;
- Reduce greenhouse gas emissions

## **2.3 BACKGROUND**

### **2.3.1 INDUSTRY DESCRIPTION**

Refining facilities process feedstocks (including crude oil and alternative feedstocks) into a variety of products, such as gasoline, aviation fuel, diesel and other fuel oils, lubricating oils, and feedstocks for petrochemical and chemical industries. Each of the five Bay Area refineries has a system that collects and treats wastewater from refinery processes and operations prior to discharge as effluent into San Francisco Bay Area waters. Note that the Marathon Martinez Refinery has modified their refinery to process alternative feedstocks and the Phillips 66 Rodeo Refinery has announced its intent to modify their operations to process alternative feedstocks. Refinery wastewater systems can be considered in the following two main portions: 1) Wastewater Collection and Separation, and 2) Wastewater Treatment.

#### **2.3.1.1 Wastewater Collection and Separation**

The collection portion of the system collects wastewater from process units and tankage to be directed to a dedicated unit that performs the physical phase separation of oil and water. Process streams and waste material are directed via a series of wastewater collection components (process drains, pipes, manholes, junction boxes and sumps) to the separation portion of the system.

Generally, the separation portion of the wastewater system consists of oil-water separators and dissolved nitrogen flotation (DNF), dissolved air flotation (DAF), or induced static flotation (ISF) units. An oil-water separator removes suspended solids and sludge, and oil from the influent wastewater. In the calm environment of the oil-water separator tanks, heavy organics and solids settle to the bottom and are removed as sludge or solids. Lighter oils and other organics float to the surface and are removed by mechanical skimmers and sent to slop oil tanks. In the slop oil tanks, the slop oil is treated for recycling or de-watered for disposal. In most systems, the wastewater is then routed to DNF, DAF, or ISF units, where air or gas percolates through the wastewater stream, causing any remaining floating oils and other floating liquid organic materials to float to the surface for removal by skimmers to slop oil tanks.

Collection of wastewater and physical separation of different phase components in the wastewater is sometimes referred to as “primary treatment” whereas “secondary treatment” refers to removal of dissolved organic compounds as described in the next section. All five Bay Area refineries include oil-water separation as part of their collection and separation system, and at all but one of the refineries, oil-water separator

effluent is piped directly to a DNF, DAF, or ISF unit. Each refinery uses a different system: Marathon Martinez Refinery operates DNF units; Martinez Refining Company operates DNF and DAF units; Valero Benicia Refinery operates an ISF unit; and Phillips 66 Rodeo Refinery operates a DAF unit. The Chevron Richmond Refinery does not operate any DAF, DNF, or ISF units in its treatment system and pipes the oil-water separator effluent directly to the secondary treatment units located at the refinery.

### **2.3.1.2 Wastewater Treatment**

After collection and physical separation of different phase components of the effluent, the wastewater treatment portion of the system removes entrained or dissolved organic compounds. The components in this portion of the wastewater treatment system may include activated carbon injection tanks, flocculation tanks, biofilters, filters, screens, clarifiers, sludge thickeners, bioreactors, sludge presses, selenium removal and carbon filtration.

Wastewater treatment or “secondary treatment” commences where wastewater leaves the oil-water separator and DNF, DAF, ISF units (if applicable) and enters either equalization tanks or begins biological treatment. Equalization, which reduces fluctuations in the wastewater flow rate and organic content, results in a more uniform effluent quality for biological treatment. Biological treatment utilizes microorganisms which feed on and remove most of the organic materials. The goal is to remove dissolved and/or suspended organic and inorganic compounds from the wastewater prior to discharge into San Francisco Bay Area waters.

Three of the five refineries in the Bay Area (Phillips 66 Rodeo, Valero Benicia, and Martinez Refining Company) utilize dedicated equalization tanks prior to biological treatment while the other two refineries (Marathon Martinez and Chevron Richmond) pipe their effluent directly to biological treatment in the form of open, aerated, bermed ponds and lagoons that also act as equalization ponds. Three refineries (Phillips 66 Rodeo, Valero Benicia, and Martinez Refining Company) utilize activated sludge as their biological treatment process in aerated tanks, with Martinez Refining Company also utilizing an aerated pond open to the atmosphere.

All the Bay Area refineries utilize a combination of additional secondary processes to treat the effluent prior to discharge. These processes include flow controls, pH balancing, the addition of nutrients to sustain the microorganisms, selenium removal, carbon filtration, and water-enhanced wetland treatment. The treated effluent must meet all applicable California Regional Water Quality Control Board standards prior to discharge into San Francisco Bay Area waters.

## **2.4 PROPOSED AMENDMENTS TO RULE 8-8**

### **2.4.1 BACKGROUND AND SUMMARY**

Organic compounds become entrained in waters used in refinery processes which results in volatile organic compound and methane emissions from wastewater collection and treatment systems. Volatile organic compound emissions may include toxic air contaminants, such as benzene, toluene, ethylbenzene, xylene, naphthalene, and other toxic compounds. These organic compounds are volatilized during transport to an onsite wastewater treatment system by exposure to high temperatures and turbulence in the transport structures (pipes, manholes, junction boxes, sumps, and lift stations). The emitted vapors collect in the headspaces of these transport structures and can be passively vented to the atmosphere through uncontrolled system openings. Most emissions from the collection and treatment portion of the system are generated through volatilization and air entrainment.

Volatilization occurs when free phase organic liquid streams, which commonly float on the water, are exposed to the atmosphere just as organic liquid would volatilize were it in an open container or spilled on a surface. Factors that may affect this process include temperature, concentration, the gas/liquid partition coefficient, biodegradability, the affinity for adsorption, ventilation of the system, and turbulence or splashing.

Air entrainment occurs when liquid that contains petroleum or partial petroleum products is transmitted in contact with air to a transportation system (from a process outlet into a drain). Air pockets may become trapped below the water surface and will return to the surface to off-gas later. This off-gassing may release captured volatile organic compounds. These processes result in emissions of methane and volatile organic compounds, which can include toxic air contaminants.

The Air District estimates that approximately 109 tons per year of volatile organic compounds are emitted from refinery wastewater treatment systems in the Bay Area.

### **2.4.2 PROPOSED RULE AMENDMENTS**

Proposed amendments to Rule 8-8 are intended to further limit emissions of volatile organic compounds and methane from refinery wastewater collection and separation systems and implement the requirements of AB 617. These emission reductions would also reduce the emissions of toxic compounds and thereby reduce the potential health impacts to nearby communities. Proposed amendments to Rule 8-8 would increase the stringency of leak standards for wastewater collection and separation equipment at refineries, require identification of components for ease of inspection, and clarify leak detection and repair requirements. These changes would help Air District staff more effectively enforce Rule 8-8 and would help eliminate potential circumvention of the Rule 8-8 requirements.

The proposed amendments to Rule 8-8 would establish and modify industrial wastewater collection and separation system standards to limit “total organic compounds”; the current standards only limit “organic compounds,” which historically was defined by the Air District, and measured in a way, that excluded methane. Methane is a potent and short-lived greenhouse gas and limiting these emissions is consistent with Air District policy goals to reduce greenhouse gas emissions. Additionally, the proposed amendments update leak detection methodologies and instrumentation requirements to appropriately align with the applicable proposed standards.

The major provisions of the proposed amendments to Rule 8-8 include the following:

- Limiting emissions of total organic compounds (including methane) from the wastewater collection and separation systems. The current rule addresses only volatile organic compound emissions (excluding methane).
- Amending leak and vapor-tight standards to cover total organic compounds (including methane). The existing rule only limits volatile organic compounds, and the modification of Rule 8-8 would include methane and result in more stringent standards.
- Adding standards at refineries for wastewater collection and separation system components with a clear single vapor-tight emissions standard (500 ppmv) for all applicable wastewater collection and separation system components. The new standards require wastewater collection and separation system components at refineries to comply by being vapor-tight (a leak of less than 500 ppmv total organic compounds [expressed as methane] above background) or by operating a vapor tight collection system routed to a vapor recovery or abatement system which has a minimum combined collection and destruction efficiency of 95 percent, by weight, for abating emissions of total organic compounds (including methane) from the component. The collection system may also show compliance through achieving an outlet concentration of 500 ppmv total organic compounds [expressed as methane] above background levels.
- Prohibiting the discharge of non-aqueous phase hydrocarbon streams into collection and separation systems and prohibiting discharge of free phase organic liquid streams into refinery secondary treatment process components.
- Strengthening leak detection and repair protocols.
- Monitoring of organic concentrations and the presence of oil and grease in wastewater to increase understanding of the potential for emissions to the air from secondary treatment.

A summary of the proposed amendments to Rule 8-8 is provided in Table 2-1. Minor and non-substantive changes are not specified.

**TABLE 2-1****Summary of Proposed Amendments to Rule 8-8**

<b>Rule Section #</b>	<b>Summary of Proposed Amendments to Rule 8-8</b>
8-8-101	Changes description to regulate both volatile organic compounds and methane as “total organic compounds.” The currently adopted version of Rule 8-8 only limits emissions of “organic compounds,” which do not include methane.
8-8-102	Adds an “Applicability” section.
8-8-110	Deletes outdated exemption for wastewater separators which process less than 760 liters (200 gals.) per day of wastewater containing organic liquids.
8-8-112, 8-8-113	Bifurcates limited exemptions for Temperature and Critical Total Organic Compound Concentrations for clarity and for consistency with changes to Section 8-8-101 above.
8-8-114, 8-8-115	Edited for clarity.
8-8-116, 8-8-117	Edited to reflect renumbering of other sections.
8-8-118	Adds a limited exemption for refineries from requirements that apply only to non-refinery facilities.
8-8-119	Adds a limited exemption for refineries to clarify that the requirements of Section 8-8-315 do not apply to wastewater separation systems and wastewater collection system components when in use during active inspection, active maintenance, active repair, or active sampling.
8-8-200	Throughout this portion of the rule, existing sections are renumbered to bring definitions into alphabetical order and minor administrative changes are made.
8-8-203	Redefines “Critical Organic Compound” to “Critical Total Organic Compound” to include both volatile organic compounds and methane.
8-8-204	Adds new definition of “Free Phase Organic Liquid.”
8-8-206	Modifies definition of junction box as any structure where one or more sewer lines meet and removes the word “co-mingled.”
8-8-207	Adds definition of “Leak (or Leakage)”.
8-8-209	Clarifies the definition of “Leak Repair” by providing greater detail.
8-8-212	Adds new definition for “Non-Aqueous Phase Hydrocarbon Streams” as organic liquids not dissolved in, or mixed with, wastewater.
8-8-221	Clarifies definition of process drains to include a single stream or multiple streams.
8-8-216	Adds slop oil vessels to definition of “Oil-Water Separator Slop Oil.”
8-8-229	Adds the definition of “Total Organic Compounds” to include both volatile organic compounds and methane.
8-8-231	Changes the definition of “Vapor-Tight” to “a leak of less than 500 ppmv total organic compounds” to include methane for consistency with other changes to the rule.
8-8-235	Modifies definition to refer to total organic compounds for consistency with other changes to the rule.
8-8-236	Adds “Components” to the definition title for consistency purposes.
8-8-238	Modifies definition to refer to total organic compounds for consistency with other changes to the rule.

**TABLE 2-1 (cont.)**

<b>Rule Section #</b>	<b>Summary of Proposed Amendments to Rule 8-8</b>
8-8-301 through 8-8-308	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections.
8-8-302	Deletes Subsection 302.6 to remove redundancy with new standards for wastewater collection and separation system components addressed in new Section 8-8-315. Other minor administrative changes are also made.
8-8-312 through 8-8-314	Removes and renumbers sections to address changes to the standards for wastewater collection system components at refineries.
8-8-315	Adds standards for wastewater collection system components and wastewater separation system components at refineries. <sup>(1)</sup>
8-8-316	Adds new standard for “Prohibition of Discharge at Refineries” to prevent the discharge of any non-aqueous phase hydrocarbon streams into wastewater collection system components and to prevent the discharge of any free phase organic liquid streams into secondary treatment process components.
8-8-402	Changes the administrative requirements for wastewater collection and separation system identification and inspection at refineries and deletes several subsections which are now addressed in Sections 8-8-405 and 8-8-406.
8-8-402.1	Adds new requirements for unique identification codes for all wastewater collection and separation system components.
8-8-402.4	Adds new requirements for quarterly inspection of all wastewater collection and separation system components.
8-8-403	Removes outdated language providing a compliance schedule for the control of wastewater collection system components at refineries.
8-8-404	Removes outdated requirement for uncontrolled wastewater collection system components election.
8-8-405	Adds new language for a repair schedule for leak excesses at refineries.
8-8-406	Adds new language for a recurrent leak schedule at refineries.
8-8-501 through 8-8-504	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections. Record retention time increased from 2 years to 5 years.
8-8-504	Modifies the description of “Portable Hydrocarbon Detector” to be consistent with Air District Rule 8-18.
8-8-505	Modifies the language requiring that refineries keep records for their wastewater collection and separation system components.
8-8-506	Adds new language for source testing requirements for refineries that use abatement devices to comply with the requirements set forth in Section 8-8-315.2. This section does not apply to devices with existing source testing or parametric monitoring requirements associated with its permit to operate.
8-8-507	Adds monitoring requirements for organic concentrations in wastewater at end of collection, separation, and secondary treatment.
8-8-508	Adds recordkeeping requirements for wastewater monitoring addressed in previous section.
8-8-601	Adds language on the applicable methods used for determination of total organic concentration in wastewater.

8-8-602 through 8-8-603	Administrative changes to clarify language of existing sections and to make consistent with changes to rule language in other sections.
8-8-603	Updates the section numbers to which the inspection procedures apply.
8-8-604	Adds language on the determination of abatement efficiency of an abatement device.
8-8-605	Adds language on the methods used for determination of organic concentration in wastewater.

- (1) Note: The standards for all controlled and uncontrolled wastewater collection system components and wastewater separation system components operated at refineries have been considerably simplified and consolidated to require owners or operators of these systems to comply by being vapor-tight (a leak of less than 500 ppmv total organic compounds [expressed as methane] above background) or by operating a vapor-tight collection system routed to a vapor recovery or abatement system which reduces the emissions of total organic compounds from the component by 95 percent or greater, by weight. The collection system may also show compliance through achieving an outlet concentration of 500 ppmv total organic compounds [expressed as methane] above background levels.

## 2.5 COMPLIANCE OPTIONS

The primary purpose of wastewater collection and separation is to remove organic compounds and other contaminants from the wastewater. The more efficiently the system separates, removes, and collects organic compounds from the wastewater, the less likely the organic compounds will be emitted to the atmosphere or be discharged into Bay waters. Several technologies and strategies are available to control emissions from wastewater collection and separation systems. They can be largely grouped into two categories: pollution prevention and emission controls. Pollution prevention strategies reduce emissions at their source by changes in operation, while emission controls reduce emissions after volatile organic compound-containing materials enter the wastewater system.

Equipment control strategies can require the installation of new equipment or devices or physical changes to the wastewater system. Potential equipment control strategies applicable for refinery wastewater systems can include a number of different components. Examples of emissions controls are gasketed or sealed collection system components, water-sealed collection system components, activated carbon scrubbers, water impingement scrubbers, vacuum stripping columns, and thermal oxidizers. Most of these technologies are 90 to 99 percent efficient in control of volatile organic compounds.

Under proposed Section 8-8-315, wastewater collection system and separation system components at refineries must either ensure all system components are vapor-tight (and repair any leak discovered not to be vapor-tight) or operate a vapor-tight collection system that is routed to a vapor recovery or abatement system. Staff understands that all subject refinery wastewater separation and collection systems would be able to comply with these proposed requirements under their current operations without substantial changes to control equipment. Therefore, additional air pollution control equipment is not expected to be needed at affected facilities to comply with these provisions.

The proposed amendments regulate total organic compounds that include methane. Therefore, operators would be required to use leak detection instrumentation under EPA Method 21 with the ability to detect methane, such as portable flame ionization detectors. Note that this provision would apply to both refinery and non-refinery facilities subject to Rule 8-8 requirements. The Air District's current understanding is that all affected facilities currently use leak detection instrumentation that would meet these proposed requirements, and the proposed amendments would align Rule 8-8 instrumentation requirements with this current industry practice.

The proposed amendments include requirements for enhanced identification and tagging of components, increase inspection frequency, and more rigorous repair protocols for refinery wastewater operators. The proposed amendments include wastewater sampling and monitoring to establish a greater understanding of emissions related to the secondary treatment system (including biological treatment). This would consist of increased monitoring of organics in the wastewater at the inlet to the oil/water separator systems, and the inlet and outlet of the secondary treatment systems.

Note that these proposed amendments to Rule 8-8 are intended to address the operation of refinery wastewater collection and separation systems, and do not include additional control requirements for the operation of wastewater secondary treatment systems. The proposed amendments include expanded wastewater monitoring requirements to improve characterization and increase understanding of the potential for emissions from secondary treatment systems. Future amendments to Rule 8-8 may potentially address emissions control methods for wastewater secondary treatment systems including biological treatment, as sufficient information is obtained to merit such a revision.

Based on the above, revisions to Rule 8-8 are expected to result in increased monitoring which could lead to increased maintenance and repair activities, which would result in a decrease in total organic compound emissions, including toxic air contaminant reductions.

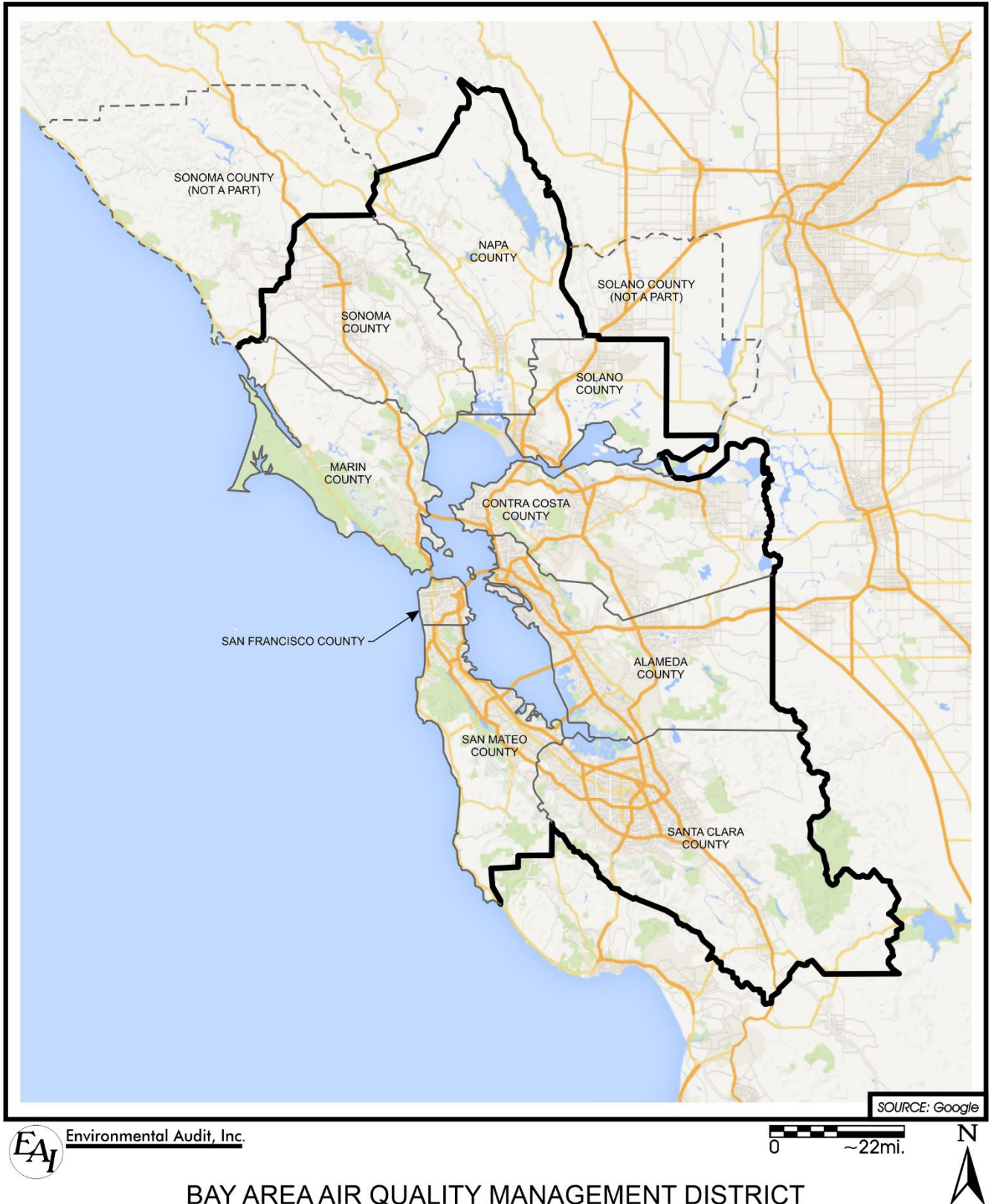
## **2.6 AFFECTED AREA**

The proposed amendments to Rule 8-8 are being implemented to reduce total organic compounds as well as toxic air contaminant emissions within the Air District's jurisdiction. The equipment affected by the proposed project is located within the jurisdiction of the Bay Area Air Quality Management District (see Figure 2-1). The BAAQMD jurisdiction includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma counties (approximately 5,600 square miles). While the rule modifications would affect the entire jurisdiction of the Air District, the goal is to reduce emissions and exposures in overburdened communities.

The San Francisco Bay Area is characterized by a large, shallow basin surrounded by coastal mountain ranges tapering into sheltered inland valleys. The combined climatic and topographic factors result in increased potential for the accumulation of air pollutants



in the inland valleys and reduced potential for buildup of air pollutants along the coast. The Basin is bounded by the Pacific Ocean to the west and includes complex terrain consisting of coastal mountain ranges, inland valleys, and bays.



# **CHAPTER 3**

## **EVALUATION OF ENVIRONMENTAL IMPACTS**

Introduction

General Information Form

Summary Checklist:  
Environmental Factors Potentially Affected

Determination

Detailed Checklist and Discussion:  
Evaluation of Environmental Impacts

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**CHAPTER 3****Evaluation of Environmental Impacts****INTRODUCTION**

The Initial Study is required to identify and evaluate the proposed project's environmental effects. The California Natural Resources Agency has published a standard checklist for lead agencies to use in doing so, in Appendix G of the CEQA Guidelines. The Appendix G environmental checklist provides a standard evaluation tool to identify a project's adverse environmental impacts. The Guidelines specifically authorize and encourage the use of Appendix G to satisfy the legal requirements for sufficiency of the Initial Study. This checklist identifies and evaluates potential adverse environmental impacts that may be created by the proposed project.

**GENERAL INFORMATION**

Project Title:	Initial Study for Proposed Amendments to Regulation 8, Rule 8, Wastewater Collection and Separation Systems.
Lead Agency Name:	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, California 94105
Contact Person:	Robert Cave
Contact Phone Number:	415-749-5048
Project Location:	Rule 8-8 applies to refinery wastewater treatment systems within the jurisdiction of the Bay Area Air Quality Management District, which encompasses all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano County and southern Sonoma County.
Project Sponsor's Name:	Bay Area Air Quality Management District
Project Sponsor's Address:	375 Beale Street, Suite 600 San Francisco, California 94105
General Plan Designation:	Rule 8-8 would apply to refinery wastewater treatment systems within the jurisdiction of the Bay Area Air Quality Management. Refineries are located within heavy industrial areas.
Zoning:	Rule 8-8 would apply to refinery wastewater treatment systems within the jurisdiction of the Bay Area Air Quality Management. Refineries are located within heavy industrial areas.
Description of Project:	See Chapter 2.
Surrounding Land Uses and Setting:	See "Project Location" in Chapter 1.
Have California Native American tribes traditionally	No tribes have requested consultation.

and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The following environmental impact areas have been assessed to determine their potential to be affected by the proposed project. As indicated by the checklist on the following pages, environmental topics marked with a "✓" may be adversely affected by the proposed project. An explanation relative to the determination of impacts can be found following the checklist for each area.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics                   | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources         | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology & Soils              | <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      |
| <input type="checkbox"/> Hydrology & Water Quality    | <input type="checkbox"/> Land Use & Planning                | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                        | <input type="checkbox"/> Population & Housing               | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                   | <input type="checkbox"/> Transportation                     | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities & Services Systems | <input type="checkbox"/> Wildfire                           | <input type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION**

On the basis of this initial evaluation:

- I find the proposed project **COULD NOT** have a significant effect on the environment, and that a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be significant effects in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

---

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

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Name: \_\_\_\_\_



**EVALUATION OF ENVIRONMENTAL IMPACTS:**

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, Program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

**ENVIRONMENTAL CHECKLIST AND DISCUSSION**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less-than-Significant Impact	No Impact
<b>I. AESTHETICS.</b> Except as provided in PRC §21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Environmental Setting**

The Bay Area Air Quality Management District (BAAQMD or Air District) covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano County and southern Sonoma County. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The Bay Area is characterized by the diversity of urban development and the combination of rural and agricultural landscapes, as well as natural formations and wildlife provided by the surrounding mountain ranges and rich wildlife habitats.

The landscapes of the San Francisco Bay Area are varied and unique. To the west the Pacific Ocean and the Coast Ranges dominate the visual setting, stretching from Mount Tamalpais in the

north to the Santa Cruz Mountains in the south. To the east, the Diablo Range (dominated by Mount Diablo), rise from the urbanized plain along the eastern edge of the Bay, forming a several mile-wide band that also defines the western edge of the Diablo and Livermore Valleys of Contra Costa and Alameda Counties. The rolling hills of the Diablo Range separate these valleys from the lowlands of the Central Valley. These hills converge at the south end of the Bay Area in Santa Clara County. In the north, several ranges frame the Napa and Sonoma Counties valleys. Between these ranges and hills are numerous valleys both broad and narrow (ABAG, 2021).

Many built features in the Bay Area also provide scenic views, including the Golden Gate Bridge and Bay Bridge, as well as the San Francisco skyline (ABAG, 2021). Other landmarks include Alcatraz and Angel Islands, several large buildings in the East Bay hills, and Mount Saint Helena at the northern end of Napa Valley. Because of the variety of visual resources, scenic highways or corridors are located throughout the Bay Area and include 15 routes that have been designated as scenic highways and approximately 31 routes eligible for designation as scenic highways (ABAG, 2021).

The Bay Area contains a number of water bodies and waterways that flow through or are located within the region. Estuaries, creeks, and built waterways are found throughout the region, as well as the dominant body of water, the San Francisco Bay. Most rivers and streams originating in each of the counties of the Bay Area flow into San Francisco Bay, which provides access to the Pacific Ocean (ABAG, 2021).

The Carquinez Strait forms a visually distinct, relatively narrow channel that connects San Pablo Bay to Suisun Bay. The approximately 6-mile strait lies between two major bridges: the Carquinez Bridge, from Crockett to Vallejo; and the Benicia-Martinez Bridge, from Benicia to Martinez. Both bridges are visually distinct features in a landscape characterized by gently rolling terrain. The Carquinez Strait and Suisun Bay are characterized by a visual mix of industrial uses, small towns, and open areas of undeveloped land.

Industrial uses in the Carquinez Strait area are numerous, and include: terminals, including the Amorco Marine Terminal, Avon Marine Terminal, and TransMontaigne Terminal; refineries, including the Marathon Martinez Refinery, Martinez Refining Company, Valero Benicia Refinery, and Phillips 66 Rodeo Refinery; the port of Benicia; C&H Sugar in Crockett; and other industrial uses in Benicia and Martinez. From I-680 to the Point Edith Wildlife Area on the east, the visual setting is open space, characterized by views of the marsh and shoreline. The marshland includes wetland grasses, low-level shrubs, and small ponds.

The proposed amendments to Rule 8-8 will affect refinery wastewater treatment systems in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. These facilities are located within heavy industrial areas, which generally do not have scenic resources.

## Regulatory Background

Visual resources are protected by the California Scenic Highway Program which is managed by the California Department of Transportation (Caltrans). The legislation preserves and protects scenic highway corridors from changes that would diminish the aesthetic value of lands adjacent to highways.

Visual resources are generally protected by the city and/or county general plans through land use and zoning requirements, but policies can also be found in the conservation and open space elements as well. The General Plan Guidelines, prepared by the California Governor's Office of Planning and Research, recommend that the land use element address an inventory of scenic viewsheds and points of interest, definition of community scenic values, programs for protecting and promoting community aesthetics, and identification of scenic highways and byways (ABAG, 2021).

## Significance Criteria

The proposed project impacts on aesthetics will be considered significant if:

- The proposed project would have a substantial adverse effect on a scenic vista.
- The proposed project would substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historical buildings within a state scenic highway.
- The proposed project would substantially degrade the existing visual character or quality of the site and its surroundings.
- The proposed project would add a visual element of urban character to an existing rural or open space area or add a modern element to a historic area.
- The proposed project would create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

## Discussion of Impacts

**1. a). Have a substantial adverse effect on a scenic vista? No Impact.**

**1. b). Substantially damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway? No Impact.** A scenic vista is a location that offers a high quality and visually interesting view. Regional, county, and city policies address aesthetic issues in the area. These policies include the general plans of both Contra Costa and Solano counties, and of the cities of Martinez and Benicia. Three highways within Contra Costa County have been designated as scenic highways: Interstate 4 from Route 160 near Antioch to Route 84 near Brentwood; Route 24 from the Caldecott Tunnel to I-680 near Walnut Creek; and Route 680 from Alameda County line to Route 24 in Walnut Creek. Two highways have been designated as scenic in Solano County: Highway 29 from Route 37 near Vallejo to Route 211 near Napa; and Highway 128 from Route 1 near Mendocino to Route 505 is eligible for listing as a scenic route. Other portions of Route 580 and 680 in Alameda and Contra Costa counties are considered eligible for listing. While no designated State Scenic Highways are located in the vicinity of the refineries (Caltrans, 2023), the City of Benicia has

identified Interstate 680 north of the Benicia-Martinez bridge as a scenic route. Although it is not a State Scenic Highway, the San Francisco Bay Conservation and Development Commission's (BCDC) San Francisco Bay Plan Map 2 (2020) designates the Benicia-Martinez Bridge as a scenic drive (BCDC, 2020).

The existing refineries are located in heavy industrial areas of Contra Costa and Solano Counties and near a number of other industrial facilities. Rule 8-8 would require increased monitoring but would not require the construction of new equipment at existing refineries. With increased monitoring, there may be an increase in maintenance and repair activities. These activities would occur within the existing wastewater treatment plants at existing refineries and would not be noticeable outside of the existing wastewater treatment plants or the existing refineries. The views of the refineries would remain unchanged and continue to include views of heavy industrial equipment. Since the scenic vistas in the area are limited to the Benicia-Martinez Bridge, the proposed amendments to Rule 8-8 would not change the views from this bridge or of the area in general.

The amendments to Rule 8-8 would apply to existing industrial facilities, e.g., refineries, and no new construction activities will occur, therefore no trees, rock outcroppings, or historic buildings will be changed or modified by the proposed rule amendments. The views of the refineries would remain unchanged and continue to include views of heavy industrial equipment. Thus, the proposed Rule 8-8 amendments would not damage or degrade existing scenic resources.

**1. c). In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality. No Impact.** As discussed above, compliance with modified Rule 8-8 would not be visible outside the refineries and would not result in any changes in the visual quality or character of the refineries or the surrounding communities. The existing refineries are in heavy industrialized areas that are urbanized. Monitoring, maintenance and repair activities associated with the proposed Rule 8-8 amendments are compatible with existing zoning and other regulations governing scenic quality. Therefore, the proposed project would have no impact on the visual character or quality of the area, or result in significant adverse aesthetic impacts.

**1. d). Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area? No Impact.** Existing refineries and refinery units typically operate 24 hours per day and the sites are lighted for nighttime work activities. The proposed project would not result in the construction of any new equipment or require additional lighting. Monitoring, maintenance and repair activities associated with the proposed Rule 8-8 amendments would occur within existing wastewater treatment systems at the existing refineries which are already lighted for nighttime operations. No additional lighting would be required. Therefore, the proposed project would have no light or glare impacts or have any adverse aesthetic impacts to the surrounding community.

## Conclusion

Based upon these considerations, no adverse aesthetic or light and glare impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**II. AGRICULTURE and FORESTRY RESOURCES.**

In determining whether impacts on agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.--Would the project:

- |    |  |                          |                          |                          |                                     |
|----|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) | Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) | Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) | Conflict with existing zoning for, or cause rezoning of, forest land as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) | Result in the loss of forest land or conversion of forest land to non-forest use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Approximately 18 percent of the region’s 4.4 million land acres were considered to be urban built-up land, according to the California Department of Conservation Farmland Mapping and Monitoring Program. In 2018, over half of the region’s land acres (2.3 million acres) were zoned for agricultural uses or classified as agricultural land. Of these agricultural lands, over 75 percent (1.7 million acres) are used for grazing (ABAG, 2021).

Some of these agricultural lands are under Williamson Act contracts. Agricultural land under Williamson Act contract includes both prime and nonprime lands. Prime agricultural land includes land with certain specific soil characteristics, land that has returned a predetermined annual gross value for three of the past five years, livestock-supporting land with specific carrying capacities, or land planted with fruit or nut trees, vines, bushes or crops that have a non-bearing period of less than five years (Government Code §51200-51207). Nonprime lands include pasture and grazing lands and other non-irrigated agricultural lands with lesser soil quality. In 2018, approximately 1.2 million acres of land in the Bay Area were under Williamson Act contract, with 17 percent designated as prime farmland and 83 percent as nonprime land (ABAG, 2021). Therefore, most of the land under Williamson contract are used for grazing.

Forests in the Bay Area are located at higher elevations of the Coast Ranges in areas with sufficient moisture. In the Bay Area, only Napa (59,100 acres), Sonoma (319,700 acres), San Mateo (45,600 acres), and Santa Clara (28,500 acres) Counties have substantial acreages of unreserved timberland forest (ABAG, 2021).

The proposed amendments to Rule 8-8 will affect refinery wastewater treatment systems at refineries in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. The closest agricultural area to these refineries is the Briones Hills Agricultural Preservation Area located approximate 8 miles southwest of the Martinez Refining Company. The area includes open space, characterized by views of the marsh and shoreline. The marshland includes wetland grasses, low-level shrubs, and small ponds. Forest lands and agricultural lands are not located in the vicinity of the refineries.

## Regulatory Background

The Delta Plan, required by the 2009 Sacramento-San Joaquin Delta Reform Act, created rules and recommendations to further the State’s goals for the Delta of improving Statewide water supply reliability, as well as to protect and restore a vibrant and healthy Delta ecosystem. The plan includes specific policies for the protection and promotion of agriculture, such as those that call for wise location of new urban development, promotion of value-added crop processing, agritourism encouragement, wildlife friendly farming.

The California Land Conservation Act (Government Code Section 51200 et seq.) of 1965, commonly known as the Williamson Act, provides a tax incentive for the voluntary enrollment of agricultural and open space lands in contracts between local government and landowners. The act allows local governments to assess agricultural land based on the income-producing value of the property rather than the “highest and best use” value, and restricts the land to agricultural and open space uses and compatible uses defined in State law and local ordinances.

The California Farmland Conservancy Program (PRC Section 10200 et seq.) supports the voluntary granting of agricultural conservation easements from landowners to qualified nonprofit organizations, such as land trusts, as well as local governments. Conservation easements are voluntarily established restrictions that are permanently attached to property deeds, with the general purpose of retaining land in its natural, open space, agricultural, or other condition while preventing uses that are deemed inconsistent with the specific conservation purposes expressed in the easements.

The California Forest Legacy Program Act of 2007 is a program of the California Department of Forestry and Fire Protection (CalFire). The program provides conservation easements to environmentally sensitive forest areas that have environmental, aesthetic, or commodity value (ABAG 2021).

The Z’berg-Nejedly Forest Practice Act of 1973 (FPA) (PRC Sections 4511-4630.2) established the State Board of Forestry and Fire Protection, whose mandate is to protect and enhance the State’s unique forest and wildland resources. This mandate is carried out through enforcement of the California Forest Practice Rules (California Code of Regulations Title 14, Chapters 4, 4.5, and 10).

Agricultural and forest resources are generally protected by the City and/or County General Plans, Community Plans through land use and zoning requirements, as well as any applicable specific plans, ordinances, and local coastal plans.

## Significance Criteria

Project-related impacts on agriculture and forest resources will be considered significant if any of the following conditions are met:

- The proposed project conflicts with existing zoning or agricultural use or Williamson Act contracts.

- The proposed project will convert prime farmland, unique farmland or farmland of statewide importance as shown on the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, to non-agricultural use.
- The proposed project conflicts with existing zoning for, or causes rezoning of, forest land (as defined in Public Resources Code §12220(g)), timberland (as defined in Public Resources Code §4526), or timberland zoned Timberland Production (as defined by Government Code § 51104 (g)).
- The proposed project would involve changes in the existing environment, which due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use.

## Discussion of Impacts

**2. a). Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? No Impact.**

**2. b). Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract? No Impact.** Land designated by the California Resources Agency as Prime Farmland, Unique Farmland or Farmland of Statewide Importance are considered Farmland for CEQA purposes. The refineries are located within heavy industrial areas of Solano and Contra Costa counties and there are no designated Farmlands within the vicinity of the refineries. The area in the vicinity of the refineries and surrounding areas are developed and are designated as Urban and Built-Up Land by the California Department of Conservation. Further, the area is urbanized and not zoned for agricultural use so no Williamson Act contracts are located within the refineries.<sup>1</sup> Compliance activities would be within industrial areas and no agricultural lands would be impacted. Therefore, the proposed project would not conflict with existing zoning for agricultural use or with a Williamson Act contracts and would not convert agricultural lands to non-agricultural lands.

**2. c). Conflict with existing zoning for, or cause rezoning of, forest land as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? No Impact.**

**2. d). Result in the loss of forest land or conversion of forest land to non-forest use? No Impact.** The refineries are located in urbanized areas and there are no forest land or timberland resources in the community or vicinity of the refineries. Compliance activities would be within industrial areas and no forest land or timberland resources would be impacted. Therefore, the proposed project would not conflict with existing zoning for, or cause re-zoning of forest land, and would not result in the loss of forest land or conversion of forest land to non-forest use or impact timberland zoned as Timberland Production.

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<sup>1</sup> California Department of Conservation, Farmland Mapping and Monitoring Program. Available at <https://maps.conservation.ca.gov/DLRP/CIFF/>.

2. e). **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? No Impact.** Implementation of the amendments to Rule 8-8 would not involve changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use, since agricultural and forest land resources are not located within or adjacent to the refineries affected by the proposed amendments to Rule 8-8.

## Conclusion

Based upon these considerations, no adverse agricultural or forestry resources impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>III. AIR QUALITY.</b> When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting substantial number of people?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The San Francisco Bay Area is characterized by a large, shallow basin surrounded by mountain ranges tapering into sheltered inland valleys. The basin is bounded by the Pacific Ocean to the west and includes complex terrain consisting of mountains, valleys and bays. Combined climatic and topographic factors result in increased potential for the accumulation of air pollutants in the inland valleys and reduced potential for buildup of air pollutants along the coast.

Air quality conditions in the San Francisco Bay Area have improved since the Bay Area Air Quality Management District (Air District) was created in 1955. The long-term trend of ambient concentrations of air pollutants and the number of days on which the region exceeds (AAQS) have generally declined, although some year-to-year variability primarily due to meteorology, causes some short-term increases in the number of exceedance days. The San Francisco Bay Area is in attainment of the State AAQS for carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), and sulfur dioxide (SO<sub>2</sub>). However, the Bay Area does not comply with the State 24-hour particulate matter less than 10 microns in diameter (PM<sub>10</sub>) standard, annual PM<sub>10</sub> standard, and annual particulate matter less than 2.5 microns in diameter (PM<sub>2.5</sub>) standard. The District is designated

as unclassifiable/attainment for the federal CO, NO<sub>2</sub>, SO<sub>2</sub>, lead, and PM<sub>10</sub> standards. A designation of unclassifiable/attainment means that the U.S. EPA has determined to have sufficient evidence to find the area either is attaining or likely attaining the AAQS.

### **Regional Air Quality**

Regional air quality concerns are addressed by ambient air quality standards adopted by California Air Resources Board (CARB) and the U.S. EPA. These standards set forth the maximum allowable concentrations of “criteria” pollutants in the ambient air throughout the region that are considered safe to breathe. These pollutants are called “criteria” pollutants because the standards are established by developing human-health based or environmentally-based “criteria” – i.e., science-based guidelines – for setting permissible ambient air pollutant concentrations.

The U.S. EPA has established National Ambient Air Quality Standards (NAAQS) for the following criteria pollutants: ozone, CO, NO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>2</sub>, and lead. California has also established standards for these pollutants, as well as for sulfate, visibility, hydrogen sulfide, and vinyl chloride. The state and national ambient air quality standards for each of these pollutants, and their effects on health, are summarized in Table 3-1.

**TABLE 3-1  
State and Federal Ambient Air Quality Standards**

POLLUTANT	STATE STANDARD	FEDERAL STANDARD	MOST RELEVANT EFFECTS
Ozone	0.09 ppm, 1-hr. avg. 0.070 ppm, 8-hr	No Federal 1-hr standard 0.070 ppm, 8-hr avg.	(a) Short-term exposures: (1) Pulmonary function decrements and localized lung edema in humans and animals (2) Risk to public health implied by alterations in pulmonary morphology and host defense in animals; (b) Long-term exposures: Risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (c) Vegetation damage; (d) Property damage
Carbon Monoxide	9.0 ppm, 8-hr avg. 20 ppm, 1-hr avg.	9 ppm, 8-hr avg. 35 ppm, 1-hr avg.	(a) Aggravation of angina pectoris and other aspects of coronary heart disease; (b) Decreased exercise tolerance in persons with peripheral vascular disease and lung disease; (c) Impairment of central nervous system functions; (d) Possible increased risk to fetuses
Nitrogen Dioxide	0.03 ppm, annual avg. 0.18 ppm, 1-hr avg. >	0.053 ppm, ann. avg. 0.100 ppm, 1-hr avg.	(a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups; (b) Risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; (c) Contribution to atmospheric discoloration
Sulfur Dioxide	0.04 ppm, 24-hr avg.> 0.25 ppm, 1-hr. avg. >	No Federal 24-hr Standard 0.075 ppm, 1-hr avg.	(a) Bronchoconstriction accompanied by symptoms which may include wheezing, shortness of breath and chest tightness, during exercise or physical activity in persons with asthma
Suspended Particulate Matter (PM <sub>10</sub> )	20 µg/m <sup>3</sup> , annual arithmetic mean 50 µg/m <sup>3</sup> , 24-hr average	No Federal annual Standard 150 µg/m <sup>3</sup> , 24-hr avg.	(a) Excess deaths from short-term exposures and exacerbation of symptoms in sensitive patients with respiratory disease; (b) Excess seasonal declines in pulmonary function, especially in children
Suspended Particulate Matter (PM <sub>2.5</sub> )	12 µg/m <sup>3</sup> , annual arithmetic mean No State 24-hr Standard	12 µg/m <sup>3</sup> , annual arithmetic mean 35 µg/m <sup>3</sup> , 24-hour average	Decreased lung function from exposures and exacerbation of symptoms in sensitive patients with respiratory disease; elderly; children.
Sulfates	25 µg/m <sup>3</sup> , 24-hr avg.	No Federal Standard	(a) Decrease in ventilatory function; (b) Aggravation of asthmatic symptoms; (c) Aggravation of cardio-pulmonary disease; (d) Vegetation damage; (e) Degradation of visibility; (f) Property damage
Lead	1.5 µg/m <sup>3</sup> , 30-day avg. No State Calendar Quarter Standard No State 3-Month Rolling Avg. Standard	No Federal 30-day avg. Standard 1.5 µg/m <sup>3</sup> , calendar quarter 0.15 µg/m <sup>3</sup> 3-Month Rolling average	(a) Increased body burden; (b) Impairment of blood formation and nerve conduction
Visibility-Reducing Particles	In sufficient amount to give an extinction coefficient >0.23 inverse kilometers (visual range to less than 10 miles) with relative humidity less than 70%, 8-hour average (10am – 6pm)	No Federal Standard	Visibility based standard, not a health based standard. Nephelometry and AISI Tape Sampler; instrumental measurement on days when relative humidity is less than 70 percent

U.S. EPA requires CARB and air districts to measure the ambient levels of air pollution to determine compliance with the NAAQS. To comply with this mandate, in 2020 the Air District monitored levels of various criteria pollutants at over 30 monitoring stations within the San Francisco Bay Area. A summary of the 2019 maximum concentration and number of days exceeding state and federal ambient air standards at the Air District monitoring stations for which data were collected to determine NAAQS compliance in 2019 are presented in Table 3-2.

**TABLE 3-2  
Bay Area Air Pollution Summary – 2019**

MONITORING STATIONS	OZONE						CARBON MONOXIDE			NITROGEN DIOXIDE				SULFUR DIOXIDE				PM <sub>10</sub>				PM <sub>2.5</sub>				
	Max 1-Hr	Cal 1-Hr Days	Max 8-Hr	Nat 8-Hr Days	Cal 8-Hr Days	3-Yr Avg	Max 1-Hr	Max 8-Hr	Nat/Cal Days	Max 1-Hr	Ann Avg	Nat 1-Hr Days	Cal 1-Hr Days	Max 1-Hr	Max 24-Hr	Nat 1-Hr Days	Cal 24-Hr Days	Ann Avg	Max 24-Hr	Nat 24-Hr Days	Cal 24-Hr Days	Max 24-Hr	Nat 24-Hr Days	3-Yr Avg	Ann Avg	3-Yr Avg
<b>North Counties</b>	(ppb)						(ppm)			(ppb)				(ppb)				(µg/m <sup>3</sup> )				(µg/m <sup>3</sup> )				
Napa Valley College*	95	1	76	2	2	*	1.3	1	0	37	5	0	0	-	-	-	-	14.2	39	0	0	21.5	0	*	5.9	*
San Rafael	96	1	80	1	1	55	1.4	0.9	0	50	8	0	0	-	-	-	-	14.3	33	0	0	19.5	0	42	6.4	9
Sebastopol*	70	0	59	0	0	*	1.4	1	0	32	4	0	0	-	-	-	-	-	-	-	-	28	0	35	5.7	7.4
Vallejo	92	0	76	1	1	56	2	1.5	0	53	7	0	0	10.9	1.9	0	0	-	-	-	-	30.5	0	48	8.6	11.2
<b>Coast/Central Bay</b>																										
Berkeley Aquatic Pk	50	0	42	0	0.40		5.6	1.3	0	50	13	0	0	-	-	-	-	-	-	-	-	28.8	0	42	9.4	10.1
Laney College Fwy	-	-	-	-	-	-	1.5	1	0	58	15	0	0	-	-	-	-	-	-	-	-	28.5	0	45	7.4	11.1
Oakland	98	1	73	2	2	49	3.3	1.1	0	62	9	0	0	-	-	-	-	-	-	-	-	24.7	0	44	6.7	9.3
Oakland-West	101	1	72	1	1	48	2.4	1.7	0	50	12	0	0	19.2	2.7	0	0	-	-	-	-	29.3	0	45	7.8	11.7
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-	16	3.7	0	0	-	-	-	-	-	-	-	-	-
San Francisco	91	0	73	1	1	49	1.2	1	0	61	10	0	0	-	-	-	-	14.7	42	0	0	25.4	0	44	7.7	9.7
San Pablo	103	1	79	2	2	52	1.8	0.9	0	42	7	0	0	17.6	1.9	0	0	16.5	36	0	0	35.9	1	44	7.8	10.4
<b>Eastern District</b>																										
Bethel Island	82	0	72	1	1	65	1.8	1	0	30	4	0	0	9.8	2.2	0	0	15.4	57	0	2	-	-	-	-	-
Concord	92	0	74	2	2	62	3.3	0.8	0	41	6	0	0	8.4	2.1	0	0	11.4	36	0	0	28.2	0	40	6.8	10.8
Crockett	-	-	-	-	-	-	-	-	-	-	-	-	-	17.9	4.6	0	0	-	-	-	-	-	-	-	-	-
Fairfield	80	0	68	0	0	57	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Livermore	105	4	78	7	7	73	-	-	-	48	8	0	0	-	-	-	-	-	-	-	-	28.8	0	40	6.4	8.7
Martinez	-	-	-	-	-	-	-	-	-	-	-	-	-	22.4	4.2	0	0	-	-	-	-	-	-	-	-	-
Pleasanton*	-	-	-	-	-	-	1.3	1	0	64	13	0	0	-	-	-	-	-	-	-	-	29.1	0	*	6.3	*
San Ramon	95	1	72	1	1	67	-	-	-	45	6	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>South Central Bay</b>																										
Hayward	106	2	85	2	2	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Redwood City	83	0	77	2	2	52	2	1.1	0	55	9	0	0	-	-	-	-	-	-	-	-	29.5	0	36	7	8.9
<b>Santa Clara Valley</b>																										
Gilroy	79	0	67	0	0	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21.3	0	27	5.8	6.3
Los Gatos	87	0	78	2	2	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Jose	95	1	81	2	2	62	1.7	1.3	0	60	11	0	0	14.5	1.5	0	0	19.2	77	0	4	27.6	0	43	9.1	10.5
San Jose Freeway	-	-	-	-	-	-	2	1.6	0	65	14	0	0	-	-	-	-	-	-	-	-	32.8	0	43	7.4	10.1
San Martin	90	0	78	2	2	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Days over Standard</b>		<b>6</b>		<b>9</b>	<b>9</b>			<b>0</b>				<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>5</b>		<b>1</b>			

Source: BAAQMD, 2020.

\* Air monitoring at Napa Valley College began on April 1, 2018. Therefore, 3-year averages for ozone and PM2.5 are not available. Ozone data at Sebastopol had poor quality assurance results from July 17, 2019 through October 16, 2019 due to a failed California Air Resources Board audit. Therefore, the 3-year average for ozone is not available. Near-road air monitoring at Pleasanton began on April 1, 2018. Therefore, 3-year averages for PM2.5 are not available.<sup>7</sup>

(ppb) = parts per billion (ppm) = parts per million, (µg/m<sup>3</sup>) = micrograms per cubic meter



Air quality conditions in the San Francisco Bay Area have improved since the Air District was created in 1955. The long-term trend of ambient concentrations of air pollutants and the number of days on which the region exceeds (AAQS) have generally declined, although some year-to-year variability, primarily due to meteorology, causes some short-term increases in the number of exceedance days (see Table 3-3). The Air District is in attainment of the State AAQS for CO, NO<sub>2</sub>, and SO<sub>2</sub>. However, the Air District does not comply with the State 24-hour PM<sub>10</sub> standard, annual PM<sub>10</sub> standard, and annual PM<sub>2.5</sub> standard. The Air District is unclassifiable/attainment for the federal CO, NO<sub>2</sub>, SO<sub>2</sub>, Pb, and PM<sub>10</sub> standards. A designation of unclassifiable/attainment means that the U.S. EPA has determined to have sufficient evidence to find the area either is attaining or is likely attaining the NAAQS.

Based on the 2019 air quality data from the Air District monitoring stations, no monitoring stations measured an exceedance of any of State or federal AAQS for CO, NO<sub>2</sub>, and SO<sub>2</sub>. All monitoring stations were in compliance with the federal PM<sub>10</sub> standards in 2019, except for one day in San Pablo. The State 24-hour PM<sub>10</sub> standard was exceeded on five days in 2019, at the Bethel Island and San Jose monitoring stations.

The Bay Area is designated as a non-attainment area for the federal and state 8-hour ozone standard and the federal 24-hour PM<sub>2.5</sub> standard. The State and Federal 8-hour ozone standards were exceeded on nine days in 2019, at the Napa Valley College, San Rafael, Vallejo, Oakland, Oakland-West, San Francisco, San Pablo, Bethel Island, Concord, Livermore, San Ramon, Heyward, Redwood City, Los Gatos, San Jose, and San Martin monitoring stations. The State 1-hour ozone standard was exceeded six days in 2019, at the Napa Valley College, San Rafael, Oakland, Oakland-West, San Pablo, Livermore, San Ramon, Heyward, and San Jose monitoring stations.

**TABLE 3-3**

**Bay Area Air Quality Summary  
Days over Standards**

YEAR	OZONE			CARBON MONOXIDE				NO <sub>x</sub>		SULFUR DIOXIDE		PM <sub>10</sub>		PM <sub>2.5</sub>
	8-Hr	1-Hr	8-Hr	1-Hr		8-Hr		1-Hr		1-Hr	24-Hr	24-Hr*		24-Hr
	Nat	Cal	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat
2010	11	8	11	0	0	0	0	0	0	0	0	0	2	6
2011	9	5	10	0	0	0	0	0	0	0	0	0	3	8
2012	8	3	8	0	0	0	0	1	0	0	0	0	2	3
2013	3	3	3	0	0	0	0	0	0	0	0	0	6	13
2014	9	3	10	0	0	0	0	0	0	0	0	0	2	3
2015	12	7	12	0	0	0	0	0	0	0	0	0	1	9
2016	15	6	15	0	0	0	0	0	0	0	0	0	0	0
2017	6	6	6	0	0	0	0	1	0	0	0	0	6	18
2018	3	2	3	0	0	0	0	0	0	0	0	1	6	18
2019	9	6	9	0	0	0	0	0	0	0	0	0	5	1

Source: BAAQMD, 2020.

## Criteria Pollutant Health Effects

**Ozone:** Ozone is not emitted directly from pollution sources. Instead, ozone is formed in the atmosphere through complex chemical reactions between hydrocarbons, or reactive organic gases (ROG), also commonly referred to as volatile organic compounds (VOC), and nitrogen oxides (NOx), in the presence of sunlight. ROG and NOx are referred to as ozone precursors.

Ozone is harmful to public health at high concentrations near ground level. Ozone can damage the tissues of the lungs and respiratory tract. High concentrations of ozone irritate the nose, throat, and respiratory system and constrict the airways. Ozone also can aggravate other respiratory conditions such as asthma, bronchitis, and emphysema, causing increased hospital admissions. Repeated exposure to high ozone levels can make people more susceptible to respiratory infection and lung inflammation and permanently damage lung tissue. Ozone can also have negative cardiovascular impacts, including chronic hardening of the arteries and acute triggering of heart attacks. Children are most at risk as they tend to be active and outdoors in the summer when ozone levels are highest. Seniors and people with respiratory illnesses are also especially sensitive to ozone's effects. Even healthy adults can be affected by working or exercising outdoors during high ozone levels.

The propensity of ozone for reacting with organic materials causes it to be damaging to living cells, and ambient ozone concentrations in the Bay Area are occasionally sufficient to cause health effects. Ozone enters the human body primarily through the respiratory tract and causes respiratory irritation and discomfort, makes breathing more difficult during exercise, reducing the respiratory system's ability to remove inhaled particles and fight infection while long-term exposure damages lung tissue. People with respiratory diseases, children, the elderly, and people who exercise heavily are more susceptible to the effects of ozone.

Plants are sensitive to ozone at concentrations well below the health-based standards and ozone is responsible for significant crop damage. Ozone is also responsible for damage to forests and other ecosystems.

**Reactive Organic Gases (ROGs):** It should be noted that there are no state or national ambient air quality standards for ROGs because they are not classified as criteria pollutants. ROGs are regulated, however, because ROG emissions contribute to the formation of ozone. They are also transformed into organic aerosols in the atmosphere, contributing to higher PM<sub>10</sub> and lower visibility levels.

Although health-based standards have not been established for ROGs, health effects can occur from exposures to high concentrations of ROGs because of interference with oxygen uptake. In general, ambient ROG concentrations in the atmosphere are suspected to cause coughing, sneezing, headaches, weakness, laryngitis, and bronchitis, even at low concentrations. Some hydrocarbon components classified as ROG emissions are thought or known to be hazardous. Benzene, for example, one hydrocarbon component of ROG emissions, is known to be a human carcinogen.

ROG emissions result primarily from incomplete fuel combustion and the evaporation of paints, solvents and fuels. Mobile sources are the largest contributors to ROG emissions. Stationary

sources include processes that use solvents (such as manufacturing, degreasing, and coating operations) and petroleum refining, and marketing. Area-wide ROG sources include consumer products, pesticides, aerosol and architectural coatings, asphalt paving and roofing, and other evaporative emissions.

**Carbon Monoxide (CO):** CO is a colorless, odorless, relatively inert gas. It is a trace constituent in the unpolluted troposphere, and is produced by both natural processes and human activities. In remote areas far from human habitation, carbon monoxide occurs in the atmosphere at an average background concentration of 0.04 ppm, primarily as a result of natural processes such as forest fires and the oxidation of methane. Global atmospheric mixing of CO from urban and industrial sources creates higher background concentrations (up to 0.20 ppm) near urban areas. The major source of CO in urban areas is incomplete combustion of carbon-containing fuels, mainly gasoline used in mobile sources. Consequently, CO concentrations are generally highest in the vicinity of major concentrations of vehicular traffic.

CO is a primary pollutant, meaning that it is directly emitted into the air, not formed in the atmosphere by chemical reaction of precursors, as is the case with ozone and other secondary pollutants. Ambient concentrations of CO in the District exhibit large spatial and temporal variations, due to variations in the rate at which CO is emitted, and in the meteorological conditions that govern transport and dilution. Unlike ozone, CO tends to reach high concentrations in the fall and winter months. The highest concentrations frequently occur on weekdays at times consistent with rush hour traffic and late night during the coolest, most stable atmospheric portion of the day.

When CO is inhaled in sufficient concentrations, it can displace oxygen and bind with the hemoglobin in the blood, reducing the capacity of the blood to carry oxygen. Individuals most at risk from the effects of CO include heart patients, fetuses (unborn babies), smokers, and people who exercise heavily. Normal healthy individuals are affected at higher concentrations, which may cause impairment of manual dexterity, vision, learning ability, and performance of work. The results of studies concerning the combined effects of CO and other pollutants in animals have shown a synergistic effect after exposure to CO and ozone.

**Particulate Matter (PM<sub>10</sub> & PM<sub>2.5</sub>):** Particulate matter, or PM, consists of microscopically small solid particles or liquid droplets suspended in the air. PM can be emitted directly into the air or it can be formed from secondary reactions involving gaseous pollutants that combine in the atmosphere. Particulate pollution is primarily a problem in winter, accumulating when cold, stagnant weather comes into the Bay Area. PM is usually broken down further into two size distributions, PM<sub>10</sub> and PM<sub>2.5</sub>. Of great concern to public health are the particles small enough to be inhaled into the deepest parts of the lungs. Respirable particles (particulate matter less than about 10 micrometers in diameter) can accumulate in the respiratory system and aggravate health problems such as asthma, bronchitis and other lung diseases. Children, the elderly, exercising adults, and those suffering from asthma are especially vulnerable to adverse health effects of PM<sub>10</sub> and PM<sub>2.5</sub>.

A consistent correlation between elevated ambient particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>) levels and an increase in mortality rates, respiratory infections, number and severity of asthma attacks and

the number of hospital admissions has been observed in different parts of the United States and various areas around the world. Studies have reported an association between long-term exposure to air pollution dominated by fine particles (PM<sub>2.5</sub>) and increased mortality, reduction in lifespan, and an increased mortality from lung cancer.

Daily fluctuations in fine particulate matter concentration levels have also been related to hospital admissions for acute respiratory conditions, to school and kindergarten absences, to a decrease in respiratory function in normal children and to increased medication use in children and adults with asthma. Studies have also shown lung function growth in children is reduced with long-term exposure to particulate matter. The elderly, people with pre-existing respiratory and/or cardiovascular disease and children appear to be more susceptible to the effects of PM<sub>10</sub> and PM<sub>2.5</sub>.

**Nitrogen Dioxide (NO<sub>2</sub>):** NO<sub>2</sub> is a reddish-brown gas with a bleach-like odor. Nitric oxide (NO) is a colorless gas, formed from the nitrogen (N<sub>2</sub>) and oxygen (O<sub>2</sub>) in air under conditions of high temperature and pressure which are generally present during combustion of fuels; NO reacts rapidly with the oxygen in air to form NO<sub>2</sub>. NO<sub>2</sub> is responsible for the brownish tinge of polluted air. The two gases, NO and NO<sub>2</sub>, are referred to collectively as nitrogen oxides or NO<sub>x</sub>. In the presence of sunlight, NO<sub>2</sub> reacts to form nitric oxide and an oxygen atom. The oxygen atom can react further to form ozone, via a complex series of chemical reactions involving hydrocarbons. Nitrogen dioxide may also react to form nitric acid (HNO<sub>3</sub>) which reacts further to form nitrates, which are a component of PM<sub>10</sub>.

NO<sub>2</sub> is a respiratory irritant and reduces resistance to respiratory infection. Children and people with respiratory disease are most susceptible to its effects.

**Sulfur Dioxide (SO<sub>2</sub>):** SO<sub>2</sub> is a colorless gas with a sharp odor. It reacts in the air to form sulfuric acid (H<sub>2</sub>SO<sub>4</sub>), which contributes to acid precipitation, and sulfates, which are a component of PM<sub>10</sub> and PM<sub>2.5</sub>. Most of the SO<sub>2</sub> emitted into the atmosphere is produced by the burning of sulfur-containing fuels.

At sufficiently high concentrations, SO<sub>2</sub> affects breathing and the lungs' defenses, and can aggravate respiratory and cardiovascular diseases. Asthmatics and people with chronic lung disease or cardiovascular disease are most sensitive to its effects. SO<sub>2</sub> also causes plant damage, damage to materials, and acidification of lakes and streams.

### **Non-Criteria Pollutants Health Effects**

Although the primary mandate of the Air District is attaining and maintaining the national and state AAQs for criteria pollutants within the Air District jurisdiction, the Air District also has a general responsibility to control, and where possible, reduce public exposure to airborne toxic compounds. Toxic air contaminants (TACs) are a defined set of airborne pollutants that may pose a present or potential hazard to human health. TACs can be emitted directly and can also be formed in the atmosphere through reactions among different pollutants. The health effects associated with TACs are quite diverse and generally are assessed locally, rather than regionally. TACs can cause long-term health effects such as cancer, birth defects, neurological damage,

asthma, bronchitis or genetic damage; or short-term acute effects such as eye watering, respiratory irritation, running nose, throat pain, and headaches. TACs are separated into carcinogens and non-carcinogens based on the nature of the pollutant. Carcinogens are assumed to have no safe threshold below which health impacts would not occur. Non-carcinogenic substances differ in that there is generally assumed to be a safe level of exposure below which no negative health impact is expected to occur. These levels are determined on a pollutant-by-pollutant basis. The air toxics program was established as a separate and complementary program designed to evaluate and reduce adverse health effects resulting from exposure to TACs.

The major elements of the District's air toxics program are outlined below.

- Preconstruction review of new and modified sources for potential health impacts, and the requirement for new/modified sources with TAC emissions that exceed a specified threshold to use BACT.
- The Air Toxics Hot Spots Program, designed to identify industrial and commercial facilities that may result in locally elevated ambient concentrations of TACs, to report significant emissions to the affected public, and to reduce unacceptable health risks.
- Findings from the District's Community Air Risk Evaluation (CARE) Program have been implemented to identify areas where air pollution contributes most to health impacts and where populations are most vulnerable to air pollution; to reduce the health impacts in these areas; and to engage the community and other agencies to develop additional actions to reduce local health impacts.
- Control measures designed to reduce emissions from source categories of TACs, including rules originating from the state Toxic Air Contaminant Act and the federal Clean Air Act.
- The TAC emissions inventory, a database that contains information concerning routine and predictable emissions of TACs from permitted stationary sources.
- Ambient monitoring of TAC concentrations at a number of sites throughout the Bay Area.
- The District's Regulation 11, Rule 18: Reduction from Air Toxic Emissions at Existing Facilities which was adopted November 15, 2017. This rule requires the District to conduct screening analyses for facilities that report TAC emissions within the District and calculate health prioritization scores based on the amount of TAC emissions, the toxicity of the TAC pollutants, and the proximity of the facilities to local communities. The District will conduct health risk assessments for facilities that have priority scores above a certain level. Based on the health risk assessment, facilities found to have a potential health risk above the risk action level would be required to reduce their risk below the action level, or install Best Available Retrofit Control Technology for Toxics on all significant sources of toxic emissions.

## TAC Health Effects

TACs can cause or contribute to a wide range of health effects. Acute (short-term) health effects may include eye and throat irritation. Chronic (long-term) exposure to TACs may cause more severe effects such as neurological damage, hormone disruption, developmental defects, and cancer. CARB has identified roughly 200 TACs, including diesel particulate matter (diesel PM) and environmental tobacco smoke.

Unlike criteria pollutants which are subject to ambient air quality standards, TACs are primarily regulated at the individual emissions source level based on risk assessment. Human outdoor exposure risk associated with an individual air toxic species is calculated as its ground-level concentration multiplied by an established unit risk factor for that air toxic species. Total risk due to TACs is the sum of the individual risks associated with each air toxic species.

Occupational health studies have shown diesel PM to be a lung carcinogen as well as a respiratory irritant. Benzene, present in gasoline vapors and also a byproduct of combustion, has been classified as a human carcinogen and is associated with leukemia. 1,3-butadiene, produced from motor vehicle exhaust and other combustion sources, has also been associated with leukemia. Reducing 1,3-butadiene also has a co-benefit in reducing the TAC acrolein.

Acetaldehyde and formaldehyde are emitted from fuel combustion and other sources. They are also formed photo-chemically in the atmosphere from other compounds. Both compounds have been found to cause nasal cancers in animal studies and are also associated with skin and respiratory irritation. Human studies for carcinogenic effects of acetaldehyde are sparse but, in combination with animal studies, sufficient to support classification as a probable human carcinogen. Formaldehyde has been associated with nasal sinus cancer and nasopharyngeal cancer, and possibly with leukemia.

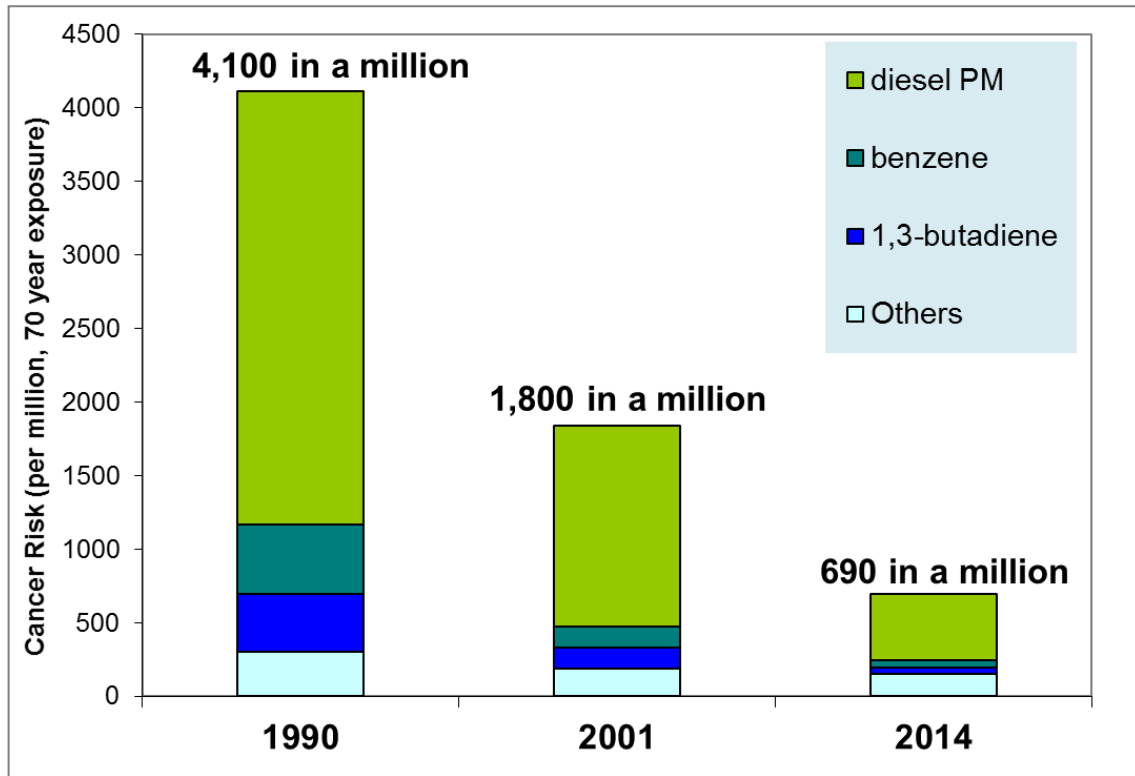
The primary health risk of concern due to exposure to TACs is the risk of contracting cancer. The carcinogenic potential of TACs is a particular public health concern because many scientists currently believe that there are not "safe" levels of exposure to carcinogens without some risk to causing cancer. The proportion of cancer deaths attributable to air pollution has not been estimated using epidemiological methods. Based on ambient air quality monitoring, and using OEHHA cancer risk factors,<sup>2</sup> the estimated lifetime cancer risk for Bay Area residents, over a 70-year lifespan from all TACs combined, declined from 4,100 cases per million in 1990 to 690

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<sup>2</sup> See CARB's Risk Management Guidance for Stationary Sources of Air Toxics, Discussion Draft, May 27, 2015, [https://www.arb.ca.gov/toxics/rma/rma\\_guidancedraft052715.pdf](https://www.arb.ca.gov/toxics/rma/rma_guidancedraft052715.pdf) and the Office Environmental Health Hazard Assessment's toxicity values at <http://oehha.ca.gov/media/CPFs042909.pdf>. The cancer risk estimates shown in Figure 3-1 are higher than the estimates provided in documents such as the Bay Area 2010 Clean Air Plan and the April 2014 CARE report entitled *Improving Air Quality and Health in Bay Area Communities*. It should be emphasized that the higher risk estimates shown in Figure 3-1 are due solely to changes in the methodology used to estimate cancer risk, and not to any actual increase in TAC emissions or population exposure to TACs.

cases per million people in 2014, as shown in Figure 3-1. This represents an 80 percent decrease between 1990 and 2014 (BAAQMD, 2020a).

**FIGURE 3-1 Cancer-Risk Weighted Toxics Trends**



Source: BAAQMD, 2020a.

The cancer risk related to diesel PM, which accounts for most of the cancer risk from TACs, has declined substantially over the past 15-20 years as a result of CARB regulations and Air District programs to reduce emissions from diesel engines. However, diesel PM still accounts for roughly 60 percent of the total cancer risk related to TACs.

**Air Toxics Emission Inventory**

The Air District maintains a database that contains information concerning emissions of TACs from permitted stationary sources in the Bay Area. This inventory, and a similar inventory for mobile and area sources compiled by CARB, is used to plan strategies to reduce public exposure to TACs. The Air District maintains detailed TAC emissions inventories for specified stationary sources, the most recent of which is for 2019<sup>3</sup>

Table 3-4 contains a summary of average ambient concentrations of TACs measured at monitoring stations in the Bay Area by the District.

<sup>3</sup> Bay Area AQMD TAC Inventory for 2019, available at: <https://www.baaqmd.gov/about-air-quality/emission-inventory/toxic-air-contaminants>

TABLE 3-4

## Air District Ambient Air Toxics Monitoring Data

Compound	Max. Conc. (ppb) <sup>(1)</sup>	Min. Conc. (ppb) <sup>(2)</sup>	Mean Conc. (ppb) <sup>(3)</sup>
1,3-Butadiene	0.541	0.000	0.012
Acetaldehyde	5.680	0.480	1.982
Acetone	29.901	0.345	4.072
Acetonitrile	3.799	0.000	0.088
Acrylonitrile	0.323	0.000	0.001
Benzene	3.123	0.000	0.221
Carbon Tetrachloride	0.130	0.024	0.098
Chloroform	0.115	0.000	0.023
Dichloromethane	1.791	0.000	0.159
Ethyl Alcohol	91.740	0.236	5.455
Ethylbenzene	1.136	0.000	0.138
Ethylene Dibromide	0.000	0.000	0.000
Ethylene Dichloride	0.000	0.000	0.000
Formaldehyde	7.290	0.480	2.707
Freon-113	0.205	0.051	0.070
Methyl Chloroform	1.226	0.000	0.006
Methyl Ethyl Ketone	5.743	0.000	0.259
Tetrachloroethylene	0.337	0.000	0.003
Toluene	3.925	0.000	0.503
Trichloroethylene	0.328	0.000	0.001
Trichlorofluoromethane	0.593	0.194	0.248
Vinyl Chloride	0.000	0.000	0.000
m/p-Xylene	2.929	0.000	0.236
o-Xylene	1.446	0.000	0.108

Source: BAAQMD, 2018a

NOTES: Table 3-4 summarizes the results of the Air District gaseous toxic air contaminant monitoring network for the year 2017. These data represent monitoring results at 21 separate sites at which samples were collected.

- (1) "Maximum Conc." is the highest daily concentration measured at any of the 21 monitoring sites.
- (2) "Minimum Conc." is the lowest daily concentration measured at any of the 21 monitoring sites.
- (3) "Mean Conc." is the arithmetic average of the air samples collected in 2017 at the 21 monitoring sites.
- (4) Acetaldehyde and formaldehyde concentrations reflect measurements from one monitoring site (San Jose-Jackson).



## Regulatory Background

### Criteria Pollutants

The U.S. EPA is responsible for setting and enforcing the NAAQS for ozone, CO, NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>, and lead. The U.S. EPA has jurisdiction over emissions sources that are under the authority of the federal government including aircraft, locomotives, and emissions sources outside state waters (Outer Continental Shelf). The U.S. EPA also establishes emission standards for vehicles sold in states other than California. Automobiles sold in California must meet the stricter emission requirements of the CARB.

At the federal level, the Clean Air Act Amendments of 1990 give the U.S. Environmental Protection Agency additional authority to require states to reduce emissions of ozone precursors and particulate matter in non-attainment areas. The amendments set attainment deadlines based on the severity of problems. At the state level, CARB has traditionally established state ambient air quality standards, maintained oversight authority in air quality planning, developed programs for reducing emissions from motor vehicles, developed air emission inventories, collected air quality and meteorological data, and approved state implementation plans. At a local level, California's air districts, including the Bay Area Air Quality Management District, are responsible for overseeing stationary source emissions, approving permits, maintaining emission inventories, developing air quality compliance plans, maintaining air quality stations, overseeing agricultural burning permits, and reviewing air quality-related sections of environmental documents required by CEQA.

Other federal regulations applicable to the Bay Area include Title III of the Clean Air Act, which regulates hazardous air pollutants (HAPs). Title V of the Act establishes a federal permit program for large stationary emission sources. The U.S. EPA also has authority over the Prevention of Significant Deterioration (PSD) program, as well as the New Source Performance Standards (NSPS), both of which regulate stationary sources under specified conditions.

The Air District is responsible for regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. The District is responsible for implementing emissions standards and other requirements of federal and state laws. Numerous regulations have been developed by the District to control emissions sources within its jurisdiction. It is also responsible for developing air quality planning documents required by both federal and state laws.

### Toxic Air Contaminants

TACs are regulated in the District through federal, state, and local programs. At the federal level, HAPs are regulated primarily under the authority of the Clean Air Act. Prior to the amendment of the Clean Air Act in 1990, source-specific National Emission Standards for Hazardous Air Pollutants (NESHAPs) were promulgated under Section 112 of the Clean Air Act for certain sources of radionuclides and HAPs.

Title III of the 1990 Clean Air Act amendments required U.S. EPA to promulgate NESHAPs for certain categories of sources identified by U.S. EPA as emitting one or more of the 189 listed HAPs. Emission standards for major sources must require the maximum achievable control technology (MACT). MACT is defined as the maximum degree of emission reduction achievable considering cost and non-air quality health and environmental impacts and energy requirements.

Many of the sources of HAPs that have been identified under the Clean Air Act are also subject to the California TAC regulatory programs. CARB developed regulatory programs for the control of TACs, including: (1) California's TAC identification and control program, adopted in 1983 as Assembly Bill 1807 (AB 1807) (California Health and Safety Code §39662), a two-step program in which substances are identified as TACs, and airborne toxic control measures are adopted to control emissions from specific sources; and (2) the Air Toxics Hot Spot Information and Assessment Act of 1987 (AB 2588) (California Health and Safety Code §39656), which established a state-wide program to inventory and assess the risks from facilities that emit TACs and to notify the public about significant health risks associated with those emissions.

The Air District uses three approaches to reduce TAC emissions and to reduce the health impacts resulting from TAC emissions: 1) Specific rules and regulations; 2) Pre-construction review; and, 3) the Air Toxics Hot Spots Program. In addition, the Air District implements U.S. EPA, CARB, and Air District rules that specifically target toxic air contaminant emissions from sources at petroleum refineries.

In 2004, the Air District initiated the Community Air Risk Evaluation (CARE) program to identify areas with relatively high concentrations of air pollution – including TACs and fine particulate matter – and populations most vulnerable to air pollution's health impacts. Maps of communities most impacted by air pollution, generated through the CARE program, have been integrated into many Air District programs. For example, the Air District uses information derived from the CARE program to develop and implement targeted risk reduction programs, including grant and incentive programs, community outreach efforts, collaboration with other governmental agencies, model ordinances, new regulations for stationary sources and indirect sources, and advocacy for additional legislation. Information from the CARE program has been used to determine the communities most impacted by air quality for the purposes of AB617.

## Significance Criteria

The Air District's CEQA Guidelines have been developed and periodically updated to assist local jurisdictions and lead agencies in complying with the requirements of CEQA regarding potentially adverse impacts to air quality. The most recent version is the 2022 CEQA Air Quality Guidelines (BAAQMD, 2022). A project would result in significant impacts if the applicable thresholds in Table 3-5 are exceeded.

For air toxics concerns, the threshold for a significant air quality impact is a lifetime cancer risk of 10 additional cancers per million people exposed or a non-cancer (i.e., chronic or acute) risk greater than 1.0 hazard index (BAAQMD, 2022).

TABLE 3-5

Significance Thresholds for Criteria Air Pollutants and Precursors

Pollutant/Precursor	Daily Average Emissions (lbs/day)	Maximum Annual Emissions (tons/year)
<b>Construction-Related Emissions</b>		
ROG	54	NA <sup>(1)</sup>
NO <sub>x</sub>	54	NA
PM <sub>10</sub>	82 <sup>(2)</sup>	NA
PM <sub>2.5</sub>	54 <sup>(2)</sup>	NA
PM <sub>10</sub> / PM <sub>2.5</sub> Fugitive Dust	Best Management Practices	
<b>Project-Related Emissions</b>		
ROG	54	10
NO <sub>x</sub>	54	10
PM <sub>10</sub>	82	15
PM <sub>2.5</sub>	54	10

(1) Not Applicable.

(2) Applies to construction exhaust emissions only.

\*Source: BAAQMD, 2022

### Discussion of Impacts

**3. a). Conflict with or obstruct implementation of the applicable air quality plan? No Impact.** Amendments to Rule 8-8 would not conflict with or obstruct implementation of the applicable air quality plan. The applicable air quality plan is the Air District’s 2017 Clean Air Plan, *Spare the Air, Cool the Climate* (“Plan”). The Plan outlines a strategy for achieving the Bay Area’s clean air goals by reducing emissions of ozone precursors, particulate matter, TACs and other pollutants in the region (BAAQMD, 2017b). In addition, the Air District adopted AB 617 Expedited BARCT Implementation Schedule in December 2018. As part of the schedule, the Air District identified potential efforts to develop amendments to Rule 8-8 to address total organic compound emissions. Further, the proposed project would support the Air District’s objectives of reducing GHG emissions and related climate change impacts. Therefore, the proposed project will not conflict with or obstruct implementation of an applicable air quality plan.

**3. b). Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard? No Impact/Beneficial Impact.** The proposed amendments to Rule 8-8 are intended to further limit emissions of volatile organic compounds and methane from refinery wastewater collection and separation systems . These emission reductions would also reduce the emissions of toxic compounds. The existing emissions estimates from refinery wastewater treatment systems in the Bay Area are summarized in Table 3-6.

TABLE 3-6

**VOC Emission Estimates for Refinery  
Wastewater Treatment Units**

<b>Refinery</b>	<b>Total Annual Estimated Volatile Organic Compound Emissions (tons per year)</b>
Phillips 66 Rodeo	0.39
Martinez Refining Company	5.52
Marathon Martinez	21.97
Valero Benicia	2.23
Chevron Richmond	78.81
<b>TOTAL</b>	108.92

Organic compounds become entrained in waters used in refinery processes and this may result in volatile organic compound and methane emissions from wastewater collection and treatment systems. Volatile organic compound emissions may include TACs as well. These organic compounds are volatilized during transport to an onsite wastewater treatment system by exposure to high temperatures and turbulence in the transportation structures (e.g., pipes, manholes, junction boxes, sumps, and lift stations). The emitted vapors can collect in the headspaces of these transport structures and can be passively vented to the atmosphere through uncontrolled openings.

Under the proposed amendments to Rule 8-8, wastewater collection and separation system components at refineries must either ensure all system components are vapor-tight (and repair any leak discovered not to be vapor-tight) or operate a vapor-tight collection system that is routed to a vapor recovery or abatement system. All refinery wastewater separation and collection systems are expected to be able to comply with these requirements under their current configurations without substantial changes. Therefore, installation of additional controls are not expected to be required due to the proposed amendments to Rule 8-8 and no construction activities are expected to be required, so no construction emissions are expected.

The proposed amendments regulate total organic compounds that include methane. Therefore, operators would be required to use leak detection instrumentation under EPA Method 21 with the ability to detect methane, such as portable flame ionization detections. This provision would apply to both refinery and non-refinery facilities subject to Rule 8-8 amended requirements. The Air District understands that all affected facilities currently use leak detection instrumentation that would meet these requirements, and the proposed amendments would align Rule 8-8 instrumentation requirements with this industry practice.

The amendments to Rule 8-8 are expected to require more frequent monitoring to assure compliance, which could result in increases in the need for additional maintenance and repair. Since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities

while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Overall the monitoring is not expected to require additional employees, increases in employee travel, or any other activity that would result in an increase in operational emissions.

TAC emissions may be generated from the collection, separation, and treatment of refinery wastewater, which may contain hydrogen sulfide, ammonia, phenols, benzene, cyanides, and suspended solids containing metals and inorganic compounds. Refinery effluents may have polycyclic aromatic hydrocarbons which are also toxic and can be persistent in the environment. Improved monitoring and repair requirements would be expected to reduce emissions of TACs, providing beneficial air quality and health risks by reducing exposure to such compounds.

**3. c). Expose sensitive receptors to substantial pollutant concentrations? No Impact/Beneficial Impact.** The proposed amendments to Rule 8-8 are expected to require more frequent monitoring to assure compliance with the vapor-tight standards. This is expected to reduce fugitive emissions of volatile organic compounds and methane from refinery wastewater collection and separation systems, and therefore serve to implement the requirements of AB 617. The reduction of emissions of toxic compounds would reduce potential health impacts to sensitive receptors in nearby communities. The proposed amendments are also expected to increase enforceability of existing and new requirements of Rule 8-8, therefore allowing the Air District to better respond to and address concerns raised by nearby communities.

**3. d). Result in other emissions (such as those leading to odors adversely affecting substantial number of people?) No Impact.** Since the proposed rule amendments would require monitoring and leak repair, the rule amendments are expected to reduce total organic emissions, and reduce the potential for odor impacts, providing a beneficial impact on odors produced by the refineries. Additionally, the amendments are not expected to require the installation or operation of additional control equipment that may generate other emissions or odors.

## Conclusion

Based upon these considerations, no adverse air quality impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflicting with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The Bay Area supports numerous distinct natural communities composed of a diversity of vegetative types that provide habitat for a wide variety of plant and wildlife species. Broad habitat categories in the region include grasslands, coastal scrub and chaparral, woodlands and forests, riparian systems and freshwater aquatic habitat, and wetlands. Extensive aquatic resources are provided by the San Francisco Bay Delta estuary, as well as numerous other rivers and streams. Urban and otherwise highly disturbed habitats, such as agricultural fields, also provide natural functions and values as wildlife habitat, as are aquatic and estuarine resources (ABAG, 2021).

Special-status species are defined as species that are legally protected or that are otherwise considered sensitive by federal, State, or local resource agencies. The high diversity of vegetation and wildlife found in the Bay Area is a result of the variety in soil, topographic, and microclimates. This, in combination with the rapid pace of development in the Bay Area, has resulted in a number of flora and fauna being endangered because they are rare, or vulnerable to habitat loss or population decline. Some of these species are listed and receive specific protection defined in federal or State endangered species laws. Other species have not been formally listed as threatened or endangered but have been designated as “rare” or “sensitive” (ABAG, 2021).

The San Francisco Bay and Delta make up the Pacific Coast’s largest estuary, encompassing roughly 1,600 square miles of waterways and draining more than 40 percent of California’s fresh water. The Sacramento and San Joaquin Rivers flow from northern California’s inland valleys into the Delta’s winding system of islands, sloughs, canals, and channels before emptying into San Francisco Bay and the Pacific Ocean (ABAG, 2021). As the largest estuary on the west coast, the San Francisco Bay supports an abundance of species.

The proposed amendments to Rule 8-8 will affect refinery wastewater treatment systems at refineries in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. These facilities are located within heavy industrial areas, where native vegetation and biological resources have been removed.

## Regulatory Setting

The regulations and policies of various federal and State agencies mandate protection of wetlands, some special-status plant and wildlife species, and aquatic and terrestrial communities in the region. The U.S. Army Corps of Engineers has primary federal responsibility for administering regulations that concern waters and wetlands, while U.S. Fish and Wildlife Service, NOAA Fisheries oversee the federal Endangered Species Act. Development permits may be required from one or both of these agencies if development would impact rare or endangered species. The California Department of Fish and Wildlife administers the California Endangered Species Act, which prohibits impacting endangered and threatened species.

Biological resources are also generally protected by the City and/or County General Plans through land use and zoning requirements which minimize or prohibit development in biologically sensitive areas.

## Significance Criteria

The proposed project impacts on biological resources will be considered significant if:

- The project has a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or NOAA Fisheries.
- The project has a substantial adverse effect on any riparian habitat, state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.), or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, through direct removal, filling, hydrological interruption, or other means.
- The project interferes substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impedes the use of native wildlife nursery sites.
- The project conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

## Discussion of Impacts

**4. a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? No Impact.**

**4. b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? No Impact.**

**4. c). Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means? No Impact.**

**4. d). Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? No Impact.** Proposed amendments to Rule 8-8 are designed to improve monitoring and potentially reduce emissions of total organic emissions from wastewater treatment systems. No construction activities are required so there would be no construction impacts. Monitoring activities would be limited to existing wastewater treatment units within industrial areas, where native biological resources have been removed and are non-existent. Thus, the proposed project is not expected to result in any impacts to biological



resources and would not be expected to impact riparian, wetlands, or other sensitive communities.

**4. e). Conflicting with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? No Impact.**

**4. f). Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?. No Impact.** The proposed amendments to Rule 8-8 would not require any construction activities or any physical changes in operation. Therefore, the proposed amendments would not affect land use plans, local policies or ordinances, or regulations protecting biological resources such as a tree preservation policy or ordinances for the reasons described above. Land use and other planning considerations are determined by local governments and land use or planning requirements would not be altered by the proposed amendments. Similarly, the proposed amendments to Rule 8-8 would not affect any habitat conservation or natural community conservation plans, biological resources or operations, and would not create divisions in any existing communities, as no construction activities would be required. Rule 8-8 applies to existing industrial facilities that have already been developed, graded, and native vegetation has been removed, therefore, no impacts on biological resources would occur.

## Conclusion

Based upon these considerations, no adverse biological resources impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Cultural resources include prehistoric resources, historic-period resources, and tribal cultural resources (see Section XII for further details on tribal cultural resources) as well as sensitive locations where resources are likely to be identified in the future based on our existing knowledge of historic and prehistoric settlement patterns. Archaeological resources are locations where human activity has measurably altered the earth or left deposits of prehistoric or historic-era physical remains (e.g., stone tools, bottles, former roads, house foundations). Historical (or built-environment) resources include standing buildings (e.g., houses, barns, outbuildings, cabins) and intact structures (e.g., dams, bridges, roads, districts), or landscapes (ABAG, 2021).

The Carquinez Strait represents the entry point for the Sacramento and San Joaquin Rivers into the San Francisco Bay. This locality lies within the San Francisco Bay and the west end of the Central Valley archaeological regions, both of which contain a rich array of prehistoric and historical cultural resources. The areas surrounding the Carquinez Strait and Suisun Bay have been occupied for millennia given their abundant combination of littoral and oak woodland resources.

Historic resources are standing structures of historic or aesthetic significance. Architectural sites dating from the Spanish Period (1529-1822) through the late 1960s are generally considered for protection if they are determined to be historically or architecturally significant. These may include missions, historic ranch lands, and structures from the Gold Rush and the region’s early

industrial era. More recent architectural sites may also be considered for protection if they could gain historic significance in the future (ABAG, 2021).

Of the 8,118 sites recorded in the Bay Area, there are 1,006 cultural resources listed on the California Register of Historic Resources (CRHR), meaning that they are significant at the local, State or federal level; of those, 744 are also listed on the National Register of Historic Places (NRHP). From this list, 249 resources are listed as California Historic Landmarks. The greatest concentration of historic resources listed on both the NRHP and the CRHR in the Bay Area occurs in San Francisco, with 181 resources. Alameda County has the second highest number with 147 resources (ABAG, 2021).

The proposed amendments to Rule 8-8 will affect refinery wastewater treatment systems at refineries in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. These facilities are located within heavy industrial areas which have been graded and developed. Cultural resources are not usually located in industrial areas.

## Regulatory Setting

The State CEQA Guidelines define a significant cultural resource as a “resource listed or eligible for listing on the California Register of Historical Resources” (Public Resources Code §5024.1). A project would have a significant impact if it would cause a substantial adverse change in the significance of a historical resource (State CEQA Guidelines §15064.5(b)). A substantial adverse change in the significance of a historical resource would result from an action that would demolish or adversely alter the physical characteristics of a historical resource that convey its historical significance and that qualify the resource for inclusion in the California Register of Historical Resources or a local register or survey that meets the requirements of Public Resources Code §§5020.1(k) and 5024.1(g). In addition the General Plans for some jurisdictions set forth goals, objectives, policies, and actions for historic preservation.

## Significance Criteria

The proposed project impacts to cultural resources will be considered significant if:

- The project results in a substantial adverse change in the significance of historical resources as defined in CEQA Guidelines §15064.5. A substantial adverse change includes physical demolition, destruction, relocation, or alteration of a resource or its immediate surroundings such that the significance of the historical resources would be materially impaired.
- Cause a substantial adverse change in the significance of an archaeological resources pursuant to CEQA Guidelines §15064.5.
- Disturb any human remains, including those interred outside of formal cemeteries.

## Discussion of Impacts

**5. a). Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5? No Impact.**

**5. b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? No Impact.**

**5. c). Disturb any human remains, including those interred outside of formal cemeteries? No Impact.** CEQA Guidelines state that generally, a resource shall be considered “historically significant” if the resource meets the criteria for listing in the California Register of Historical Resources including the following:

- A. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- B. Is associated with the lives of persons important in our past;
- C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values;
- D. Has yielded or may be likely to yield information important in prehistory or history (CEQA Guidelines §15064.5).

Generally, resources (buildings, structures, equipment) that are less than 50 years old are excluded from listing in the National Register of Historic Places unless they can be shown to be exceptionally important. Proposed amendments to Rule 8-8 are designed to minimize total organic emissions from wastewater treatment systems. The amended rule would require monitoring which may lead to leak repairs but no construction activities or change in physical operations is expected to occur. Further, no demolition activities would be required. Therefore, no historic resources would be impacted or modified.

Rule 8-8 applies to wastewater treatment systems in heavy industrial areas. These areas have already been graded and developed, and no grading would be required to comply with the proposed amendments. Thus, the proposed rule amendments would not impact historical or archaeological resources as defined in CEQA Guidelines §15064.5, or disturb human remains interred outside formal cemeteries. Therefore, no impacts to cultural resources would occur as a result of the proposed project as no construction activities are required.

## Conclusion

Based upon these considerations, no adverse cultural resources impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VI. ENERGY.</b> Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources, during project construction or operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Pacific Gas and Electric Company (PG&E) supplies electricity to over five million customers in central and northern California. The counties within the Air District (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) used approximately 53,200 gigawatt/hours (millions of kilowatt/hours) in 2021<sup>4</sup>. Residential electricity use accounts for approximately 33 percent of the electrical use and non-residential use accounts for approximately 67 percent. PG&E’s electricity is supplied by natural gas power plants, nuclear generation, large hydroelectric facilities, and renewable sources (e.g., wind, geothermal, biomass, and small hydroelectric power).

In 2021, about 37.9 percent of electricity was generated by natural gas, 33.6 percent was generated by renewables, 10.2 percent was generated by hydroelectric facilities, 9.3 percent was generated by nuclear, and 3 percent was generated by coal in California.<sup>5</sup>

In 2021, the counties within the Air District used approximately 2,625 million therms of natural gas.<sup>6</sup> Residential natural gas use accounts for approximately 41 percent of the natural gas consumption in the Air District. Non-residential gas use accounts for approximately 59 percent of the natural gas consumption in the Air District.

<sup>4</sup> California Energy Commission, Electricity Consumption by County. Available at <https://ecdms.energy.ca.gov/elecbycounty.aspx>

<sup>5</sup> California Energy Commission, Total System Electric Generation. Available at: [https://www.energy.ca.gov/almanac/electricity\\_data/total\\_system\\_power.html](https://www.energy.ca.gov/almanac/electricity_data/total_system_power.html)

<sup>6</sup> California Energy Commission, Gas Consumption by County. Available at: <http://www.ecdms.energy.ca.gov/gasbycounty.aspx>

## Regulatory Setting

Energy efficiency requirements are primarily regulated at the state level. Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings, details requirements to achieve minimum energy efficiency standards. The standards apply to new construction of both residential and non-residential buildings, and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. Compliance with these standards is verified and enforced through the local building permit process.

Some local cities within the Bay Area have developed and implemented green building ordinances, energy and climate action plans, and sustainability plans that address energy efficiency, such as the cities of Belmont, Benicia, Martinez, Oakland, Palo Alto, Richmond, San Francisco, South San Francisco, and Walnut Creek, as well the counties of Marin and Contra Costa, among others.

## Significance Criteria

The impacts to energy will be considered significant if any of the following criteria are met:

- The project conflicts with adopted energy conservation plans or standards.
- The project results in substantial depletion of existing energy resource supplies.
- An increase in demand for utilities impacts the current capacities of the electric and natural gas utilities.
- The project uses non-renewable resources in a wasteful and/or inefficient manner.

## Discussion of Impacts

**6. a). Result in potentially significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources, during project construction or operations? No Impact.** Proposed amendments to Rule 8-8 would not require the construction or operation of any additional units, and thus will not require energy consumption for construction activities. The amendments to Rule 8-8 may result in more frequent monitoring and could result in the need for additional maintenance and leak repair. Since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Overall the monitoring and subsequent repair, if applicable, is not expected to require additional employees, increases in employee travel, or any other activity that would result in an increase in energy. Therefore, the proposed amendments are not expected to result in an increase in electricity or natural gas, or require any other energy resources.

**6. b). Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? No Impact.** As discussed in 6 a) above, the proposed amendments are not expected to require additional energy resources. Therefore, the project would not conflict or obstruct a state or local plan for renewable energy or energy efficiency. California's renewables portfolio standard (RPS) requires retail sellers of electricity to increase their procurement of eligible renewable energy resources by at least one percent per year, so that 20 percent of their retail sales were procured from eligible renewable energy resources by 2017. The RPS was further modified to require retailers to reach 33 percent renewable energy by 2020 and 50 percent by 2030. The proposed amendments would not hinder the utility's ability to meet these requirements as no increase in electricity is expected. Therefore, the proposed amendments to Rule 8-8 would not conflict or obstruct a state or local plan for renewable energy or energy efficiency and no adverse energy impacts are expected.

## Conclusion

Based upon these considerations, no adverse impacts on energy resources are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VII. GEOLOGY / SOILS.</b> Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the California Building Code, creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



## Environmental Setting

Most of the Bay Area is located within the natural region of California known as the Coast Ranges geomorphic province. The Coast Range, extends about 400 miles from Oregon south into Southern California, and is characterized by a series of northwest trending ridges and valleys that roughly parallel the San Andreas fault zone. Much of the Coast Range province is composed of marine sedimentary and volcanic rocks located east of the San Andreas Fault. The region west of the San Andreas Fault is underlain by a mass of basement rock that is composed of mainly marine sandstone and various metamorphic rocks (ABAG, 2021). Unconsolidated alluvial deposits, artificial fill, and estuarine deposits, (including Bay Mud) underlie the low-lying region along the margins of the Carquinez Straight and Suisun Bay.

The San Francisco Bay Area is a seismically active region that lies along the San Andreas Fault, which forms the boundary between the Pacific and North American tectonic plates. Other principal faults capable of producing significant ground shaking in the Bay Area include the Hayward Fault, the Rodgers Creek-Healdsburg Fault, the Marsh Creek-Greenville Fault, and the West Napa fault. A major seismic event on any of these active faults could cause significant ground shaking and surface rupture, as was experienced during earthquakes in recorded history, including the 1906 San Francisco earthquake (magnitude 7.8) and the 1989 Loma Prieta earthquake (magnitude 6.9), both of which occurred on the San Andreas Fault. The 1868 Hayward earthquake generated a magnitude 7.0 on the Hayward Fault (ABAG, 2021).

Strong ground movement for a major earthquake could affect the Bay Area during the next 30 years. Ground shaking may affect areas hundreds of miles away from the earthquake's epicenter. The intensity of ground movement during an earthquake can vary depending on the overall magnitude, distance from the fault, direction of earthquake energy, and type of geologic material. Areas in the Bay Area most susceptible to intense ground shaking are those areas located closest to the earthquake-generating fault and areas underlain by thick, loosely unconsolidated, saturated sediments, particularly soft, saturated bay muds, and artificial fill along the tidal margins of San Francisco Bay (ABAG, 2021).

Liquefaction is a phenomenon where unconsolidated and/or nearly saturated soils lose cohesion and are converted to a fluid state as a result of significant shaking. The relatively rapid loss of soil shear strength during strong earthquake shaking results in the temporary fluid-like behavior of the soil. Soil liquefaction can cause ground failure that can damage roads, airport runways, pipelines, underground cables, and buildings with shallow foundations. Liquefaction potential is highest in areas underlain by shallow groundwater and bay fills, bay mud, and unconsolidated alluvium (ABAG, 2021).

Expansive soils possess a “shrink-swell” characteristic. Shrink-swell is the cyclic change in volume (expansion and contraction) that occurs in fine-grained clay sediments from the process of wetting and drying. Changes in soil moisture can result from rainfall, landscape irrigation, utility leakage, roof drainage, and/or perched groundwater. Structural damage may occur incrementally over a long period of time, usually as a result of inadequate soil and foundation engineering or the placement of structures directly on expansive soils. Soils with high clay

content, such as the bay muds located on the margins of the San Francisco Bay, are highly expansive (ABAG, 2021).

Important vertebrate and invertebrate fossils and unique geologic units have been documented throughout California. The fossil yielding potential of a particular area is highly dependent on the geologic age and origin of the underlying rocks. Pleistocene or older (older than 11,000 years) continental sedimentary deposits are considered to have a high paleontological potential while Holocene-age deposits (less than 10,000 year old) are generally considered to have a low paleontological potential because they are geologically immature and are unlikely to contain fossilized remains of organisms. Metamorphic and igneous rocks have a low paleontological potential, either because they formed beneath the surface of the earth (such as granite), or because they have been altered under heat and high pressures (ABAG, 2021).

## Regulatory Setting

The California Building Code (CBC) has been codified in the CCR as Title 24, Part 2. Title 24 is administered by the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The purpose of the CBC is to establish minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, and general stability by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all building and structures within its jurisdiction.

The American Society of Civil Engineers (ASCE), Minimum Design Standard 7-05 (ASCE 7-05) provides requirements for general structural design and includes means for determining earthquake loads, as well as other loads (e.g., flood, snow, wind), for inclusion into building codes. The provisions of the CBC apply to the construction, alteration, movement, replacement, and demolition of every building or structure, or any appurtenances connected or attached to such buildings or structures throughout California.

Construction is regulated by the local City or County building codes that provide requirements for construction, grading, excavations, use of fill, and foundation work including type of materials, design, procedures, etc., which are intended to limit the probability of occurrence and the severity of consequences from geological hazards. Necessary permits, plan checks, and inspections are generally required.

The City and County General Plans include the Seismic Safety Element. The Element serves primarily to identify seismic hazards and their location in order that they may be taken into account in the planning of future development. The California Building Code is the principle mechanism for protection against and relief from the danger of earthquakes and related events.

In addition, the Seismic Hazard Zone Mapping Act (Public Resources Code §§2690 – 2699.6) was passed by the California legislature in 1990 following the Loma Prieta earthquake. The Act required that the California Division of Mines and Geology (DMG) develop maps that identify the areas of the state that require site specific investigation for earthquake-triggered landslides

and/or potential liquefaction prior to permitting most urban developments. The act directs cities, counties, and state agencies to use the maps in their land use planning and permitting processes.

Local governments are responsible for implementing the requirements of the Seismic Hazards Mapping Act. The maps and guidelines are tools for local governments to use in establishing their land use management policies and in developing ordinances and reviewing procedures that will reduce losses from ground failure during future earthquakes.

## Significance Criteria

The proposed project impacts on the geological environment will be considered significant if:

- Topographic alterations would result in significant changes, disruptions, displacement, excavation, compaction or over covering of large amounts of soil.
- Unique geological resources (paleontological resources or unique outcrops) are present that could be disturbed by the construction of the proposed project.
- Exposure of people or structures to major geologic hazards such as earthquake surface rupture, ground shaking, liquefaction or landslides.
- Secondary seismic effects could occur which could damage facility structures, e.g., liquefaction.
- Other geological hazards exist which could adversely affect the facility, e.g., landslides, mudslides.

## Discussion of Impacts

**7. a). Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42); ii) Strong seismic ground shaking; iii) seismic-related ground failure, including liquefaction; iv) Landslides? No Impact.**

**7. c). Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse? No Impact.**

**7. d). Be located on expansive soil, as defined in Table 18-1-B of the California Building Code, creating substantial direct or indirect risks to life or property? No Impact.** Proposed amendments to Rule 8-8 are designed to monitor and minimize total organic emissions from wastewater treatment units. No physical modifications are expected to be required and no units are expected to be built. The proposed rule amendments apply to existing refineries that have already been built and are operating. Since no new equipment or facilities are required to be built, the proposed project would not result in an increase in seismic hazards such as ground shaking, ground failure, subsidence, landslides or construction on expansive soils.

**7. b). Result in substantial soil erosion or the loss of topsoil? No Impact.** No construction activities are expected due to implementation of the proposed amendments to Rule 8-8.

Therefore, the proposed amendments would not result in soil erosion or the loss of topsoil as no construction activities would be required.

**7. e). Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater? No Impact.** Septic tanks or other similar alternative wastewater disposal systems are typically associated with small residential projects in remote areas. The proposed amendments to Rule 8-8 would affect existing refineries that have existing wastewater treatment systems and/or are connected to appropriate wastewater facilities. The proposed project will require additional monitoring of existing wastewater treatment systems but would not result in an increase in wastewater. Further, the affected facilities do not rely on septic tanks or similar alternative wastewater disposal systems. Based on these considerations, septic tanks or other alternative wastewater disposal systems would not be impacted by the proposed amendments to Rule 8-8.

**7. f). Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? No Impact.** The amendments to Rule 8-8 would apply to existing refineries that have been graded and developed. No construction or grading activities would be required due to implementation of the Rule 8-8 amendments. Thus, the proposed amendments to Rule 8-8 would not adversely affect paleontological resources. Therefore, no impacts to paleontological resources are anticipated to occur as a result of the proposed project as no construction activities are required.

## Conclusion

Based upon these considerations, no adverse impacts to geology and soils are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VIII. GREENHOUSE GAS EMISSIONS.</b> Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Global climate change refers to changes in average climatic conditions on the earth as a whole, including temperature, wind patterns, precipitation and storms. Global climate change is caused primarily by an increase in levels of greenhouse gases (GHGs) in the atmosphere. The major greenhouse gases are the so-called “Kyoto Six” gases – carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs) – as well as black carbon.<sup>7</sup> These greenhouse gases absorb longwave radiant energy (heat) reflected by the earth, which warms the atmosphere in a phenomenon known as the “greenhouse effect.” The potential effects of global climate change include rising surface temperatures, loss in snow pack, sea level rise, ocean acidification, more extreme heat days per year, and more drought years.

Increases in the combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.) since the beginning of the industrial revolution have resulted in a significant increase in atmospheric levels of GHGs. CO<sub>2</sub> levels have increased from long-term historical levels of around 280 ppm before the mid-18<sup>th</sup> century to over 400 ppm today. This increase in GHGs has already caused noticeable changes in the climate. The average global temperature has risen by approximately 1.4°F (0.8°C) over the past one hundred years, and 16 of the 17 hottest years in recorded history have occurred since 2001, according to the National Oceanic and Atmospheric Administration.

Total global GHG emissions contributing to climate change are in the tens of billions of metric tons of CO<sub>2</sub>e per year. The total GHG inventory for California in 2020 was 369.2 MMTCO<sub>2</sub>e

<sup>7</sup> Technically, black carbon is not a gas but is made up of solid particulates or aerosols. It is included in the discussion of greenhouse gas emissions because, like true greenhouse gases, it is an important contributor to global climate change.

(CARB, 2022). This is less than the 2020 target of 431 MMTCO<sub>2</sub>e required to meet legislative targets included in the Global Warming Solutions Act of 2006 (AB 32). Table 3.8-1 summarizes the Statewide GHG inventory for California by percentage. GHG emissions associated with the transportation sector account for the largest source of GHG emissions, followed by industry and electricity generation.

**TABLE 3-7**

**2020 Statewide GHG Emissions by Sector**

Sector	Percent	MMTCO <sub>2</sub> e
Transportation	38	139.9
Industrial	23	85.3
Electricity Generation (in state)	11	41.1
Agriculture & Forestry	9	31.6
Residential	8	30.7
Commercial	6	22.0
Electricity (imports)	5	18.7
Total	100	369.2

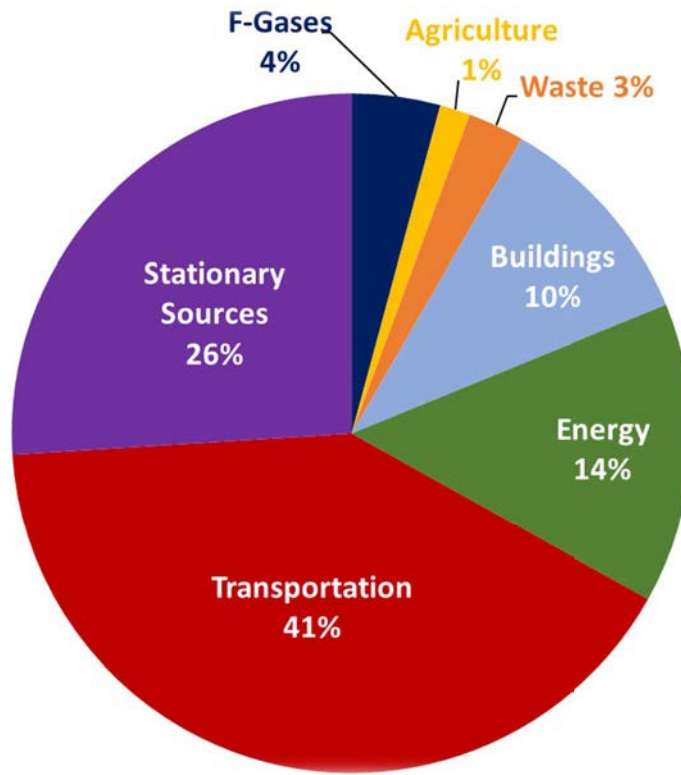
Source: CARB, 2022.

The Bay Area’s contribution to the global total is approximately 85 million tons per year. Figure 3-2 presents a breakdown of the region’s GHG emissions by major source categories. Transportation sources generate approximately 40 percent of the total, with the remaining 60 percent coming from stationary and area sources (see Figure 3-2).

Historically, regional GHG emissions rose substantially as the Bay Area industrialized. But emissions have peaked recently, and they are expected to decline in the coming years. Figure 3-3 shows the Bay Area’s total GHG emissions since 1990, with projections for future emissions through 2050. As the figure shows, emissions are expected to decline in the future as the region continues to shift away from burning fossil fuels and towards renewable energy resources such as wind and solar power. Emissions will need to decline even more than currently projected, however, in order to reach the aggressive targets adopted by California and by the Air District. These GHG reduction goals are represented by the dashed line on the graph in Figure 3-3.

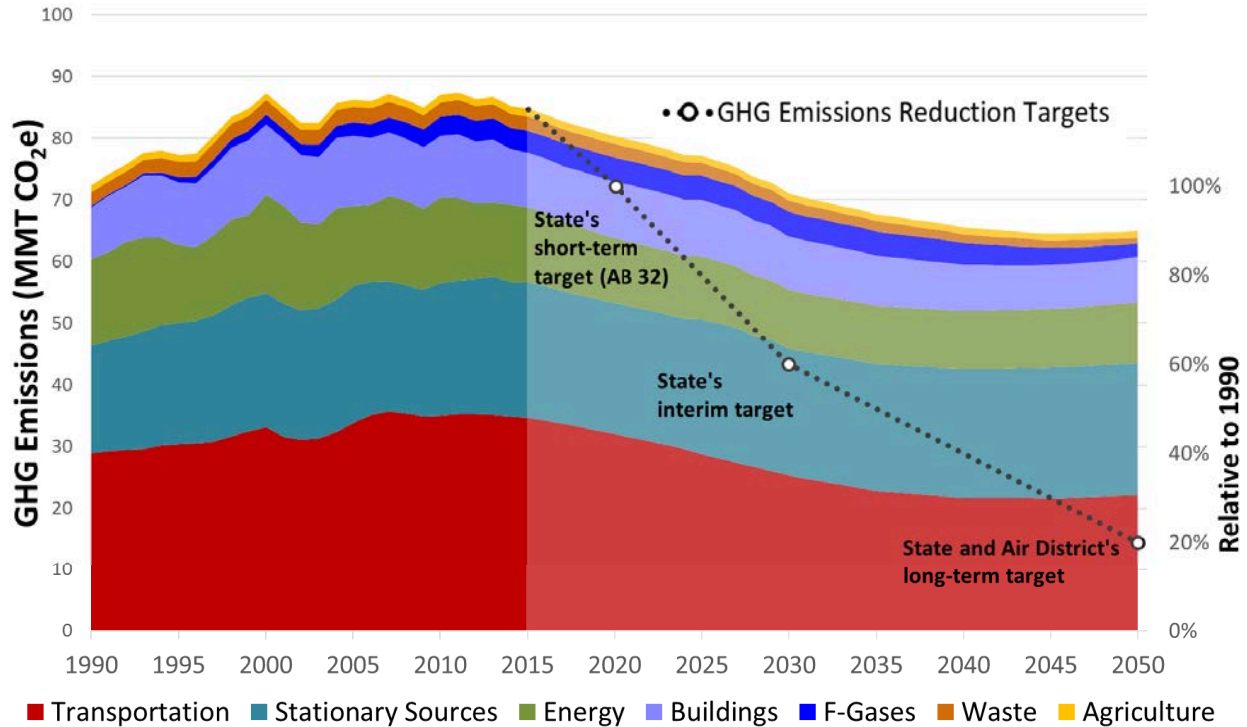
FIGURE 3-2

**B** Bay Area GHG Emissions by Source Category (Total = 85M MT CO<sub>2</sub>e)



Source: BAAQMD, 2017b

**FIGURE 3-3**  
**Projected Bay Area GHG Emissions by Sector Based on State Policies**



Source: BAAQMD, 2017b

### Regulatory Background

There is a general consensus that global temperature increases must be limited to well under 2°C in order to reduce the risks and impacts of climate change to an acceptable level. Limiting global climate change to no more than this amount drives GHG regulation at every level.

For purposes of the Bay Area, the most important regulatory actions on climate change have been undertaken by the State of California. To fulfill its share of the burden of keeping climate change within acceptable limits, California has committed to reducing its GHG emissions to 10 levels by 2020, to 40 percent below 10 levels by 2030, and to 80 percent below 10 levels by 2050. This commitment is enshrined in AB 32, the Global Warming Solutions Act of 2006 which adopted the 2020 target; in 2016 s SB 3 (Pavley), which adopted the 2030 target; and in Executive Order S-3-05, which adopted the 2050 target. The Air District has adopted the same 80 percent reduction target for 2050 for the Bay Area’s GHG emissions, in Board of Directors Resolution 2013-11.

To achieve these emission reduction goals, the California legislature has directed the California Air Resources Board (CARB) to develop a Scoping Plan setting forth regulatory measures that CARB will implement, along with other measures, to reduce the state’s GHG emissions. One of



the principal regulatory measures is CARB's Cap and Trade program, which requires industrial GHG sources to obtain "allowances" equal to their GHG emissions. The amount of available allowances is subject to a "cap" on total emissions statewide, which CARB will reduce each year. Regulated facilities will either have to reduce their emissions or purchase allowances on the open market, which will give them a financial incentive to reduce emissions and will ensure that total annual emissions from the industrial sector will not exceed the declining statewide cap.

California has also adopted the "Renewable Portfolio Standard" for electric power generation, which requires that at least 33 percent of the state's electric power must come from renewable sources by 2020, and at least 50 percent must come from renewables by 2030. To complement these efforts on electricity generation, the state has also committed to increasing the energy efficiency of existing buildings by 50 percent by 2050 in order to reduce energy demand.

California has also adopted regulatory measures aimed at reducing GHG emissions from mobile sources. These measures are referred to as the "Pavley" standards for motor vehicle emissions and the state's Low Carbon Fuel Standard, which set limits on the carbon intensity of transportation fuels. California has also adopted SB 375, the Sustainable Communities and Climate Protection Act of 2008, which requires regional transportation and land use planning agencies to develop coordinated plans, called "Sustainable Communities Strategies," to reduce GHG emissions from the transportation sector by promoting denser development and alternatives to driving. The current Sustainable Communities Strategy for the Bay Area is *Plan Bay Area 2050*, was adopted by the Metropolitan Transportation Commission and the Association of Bay Area Governments in October 2021 (ABAG, 2021).

The Air District supports these statewide goals through action at the regional level. The Air District has committed to reducing the Bay Area's regional GHG emissions to 80 percent below 1990 levels by 2050, as noted above. The Air District has also committed to a broad suite of specific measures to address GHGs in the 2017 Clean Air Plan, *Spare the Air, Cool the Climate*. That document lays out the Air District's vision for what the Bay Area may look like in a post-carbon year 2050 and describes policies and actions that the region needs to take in the near- to mid-term to achieve these goals.

## Significance Criteria

The Air District's 2022 CEQA Air Quality Guidelines (BAAQMD, 2022) established GHG thresholds for specific projects, general plans, and regional plans. An air quality rule does not fall neatly into any of these categories. Air quality rules are typically regional in nature, as opposed to general plans and community plans. In addition, air quality rules are usually specific to particular source types and particular pollutants.

The Air District's 2022 CEQA Air Quality Guidelines (BAAQMD, 2022) established a GHG threshold for air quality plans of "no net increase in emissions," which is appropriate for air quality plans because they include a mix of control measures with individual trade-offs. For example, one control measure may result in combustion of methane to reduce GHG emissions, while increasing criteria pollutant combustion emissions by a small amount. Those increases from the methane measure would be offset by decreases from other measures focused on

reducing criteria pollutants. In a particular rule development effort, there may not be opportunities to make these trade-offs.

The project-level GHG threshold for stationary source projects is 10,000 metric tons of carbon dioxide equivalent (CO<sub>2</sub>eq) emissions under the Air District draft CEQA Guidelines. This threshold is expected to capture approximately 95 percent of all GHG emissions from new permit applications from stationary sources within the jurisdiction of the Air District. The threshold level was calculated as an average of the combined CO<sub>2</sub> emissions from all stationary source permit applications submitted to the Air District during the three-year analysis period (BAAQMD, 2022). The project-level GHG significance thresholds of 10,000 MT CO<sub>2</sub>eq will be used to evaluate the cumulative GHG impacts associated with proposed Rule 8-8.

## Discussion of Impacts

**8. a). Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? No Impact.** The analysis of GHG emissions is a different analysis than for criteria pollutants for the following reasons. For criteria pollutant, significance thresholds are based on daily emissions because attainment or non-attainment is typically based on daily exceedances of applicable ambient air quality standards. Further, several ambient air quality standards are based on relatively short-term exposure effects to human health, e.g., one-hour and eight-hour. Using the half-life of CO<sub>2</sub>, 100 years for example, the effects of GHGs are longer-term, affecting the global climate over a relatively long timeframe. GHGs do not have human health effects like criteria pollutants. Rather, it is the increased accumulation of GHGs in the atmosphere that may result in global climate change. Due to the complexity of conditions and interactions affecting global climate change, it is not possible to predict the specific impact, if any, attributable to GHG emissions associated with a single project. Furthermore, the GHG emissions associated with a single project would be small relative to total global or even state-wide GHG emissions. Thus, the significance of potential impacts from GHG emissions related to proposed projects are analyzed for long-term operations on a cumulative basis.

The overall objective of the proposed amendments to Rule 8-8 is to minimize and strengthen monitoring of total organic compound emissions, including methane (GHG) emissions, from wastewater treatment systems at refineries. The proposed amendments would require repair of any components found to be leaking above specified amounts, which is expected to result in a reduction in total organic compounds, including methane. Overall, the proposed rule amendments are expected to result in a decrease in GHG emissions due to the monitoring/inspection and leak repair requirements for total organic emissions, including methane emissions, from wastewater treatment systems, providing a beneficial impact on GHG emissions and climate change.

**8. b). Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? No Impact.** The proposed amendments to Rule 8-8 will not conflict with any plans, policies, or regulations addressing climate change. The Air District adopted AB 617 Expedited BARCT Implementation Schedule in December 2018. As part of the schedule, the Air District identified potential efforts to develop amendments to Rule

8-8 to address total organic compound emissions. Further, the proposed project would support the Air District's objectives of reducing GHG emissions and related climate change impacts. Therefore, the proposed project will not conflict with or obstruct implementation of an applicable GHG reduction plan, policy or regulation, but would assist in GHG reductions efforts.

The Air District's 2017 Clean Air Plan, *Spare the Air, Cool the Climate* outlines a strategy for achieving the Bay Area's clean air goals by reducing emissions of ozone precursors, particulate matter, TACs and other pollutants in the region. The proposed amendments to Rule 8-8 would support the Air District's objectives of reducing GHG emissions and related climate change impacts. Therefore, the proposed project would implement portions of the 2017 Clean Air Plan that are aimed at reducing GHG emissions.

California's regulatory setting for GHG emissions ensures that most of the existing and foreseeable GHG emission sources are subject to one or more programs aimed at reducing GHG emission levels. The GHG emissions from refineries are regulated under CARB's Mandatory Reporting Rule and the AB 32 Cap-and-Trade regulations. Since refineries are included in the AB32 Cap-and-Trade Program, an allowance (offset) in an amount equal to the emissions from non-biogenic sources are required to be provided for stationary sources. It should be noted that the proposed Rule 8-8 amendments will not result in an increase in GHG emissions. Therefore, the proposed project would not conflict with any regulatory efforts to achieve the state and regional GHG emission reduction goals under CARB's Scoping Plan, the District's 2017 Clean Air Plan, *Plan Bay Area 2050*, or any other local climate action plan.

## Conclusion

Based upon these considerations, no adverse GHG emissions or climate change impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IX. HAZARDS &amp; HAZARDOUS MATERIALS.</b>				
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

### Generation and Disposal of Hazardous Materials and Waste

Materials and waste may be considered hazardous if they are poisonous (toxic); can be ignited by open flame (ignitable); corrode other materials (corrosive); or react violently, explode, or generate vapors when mixed with water (reactive). The term “hazardous material” is defined in the State of California’s Health and Safety Code, Chapter 6.95, Section 25501(o) as any material that, because of quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment.

Various hazardous materials are commonly transported, stored, used, and disposed of in activities such as construction, industry (both light and heavy), dry cleaning, film processing, landscaping, automotive maintenance and repair, and common residential/commercial maintenance activities. The use, transport, storage, and disposal of hazardous materials is regulated by the U.S. Environmental Protection Agency (EPA) and California Environmental Protection Agency (CalEPA) as well as the California Air Resources Board (CARB), California Department of Pesticide Regulation, California Department of Toxic Substances Control (DTSC), Office of Environmental Health Hazard Assessment (OEHHA), State Water Resources Control Board (SWRCB), and California Department of Public Health Center for Environmental Health.

### Transportation of Hazardous Materials and Waste

Hazardous materials, hazardous wastes, and petroleum products are a subset of the goods routinely shipped along the transportation corridors. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. DTSC maintains a list of active registered hazardous waste transporters throughout California, and the California Department of Public Health regulates the haulers of hazardous waste. Shipments of hazardous materials and wastes include a wide variety of chemicals, such as petroleum products, medical waste, and radioactive materials. Each movement of hazardous materials/wastes has a degree of risk, depending on the material being moved, the mode of transport, and numerous other factors. On a tonnage basis, petroleum products make up the majority—more than 80 percent—of hazardous material moved around the State (ABAG, 2021).

### Industrial Hazards

Hazards at a facility can occur due to natural events, such as earthquake, and non-natural events, such as mechanical failure or human error. A hazard analysis generally considers compounds or physical forces that can migrate off-site and result in acute health effects to individuals outside of the proposed project site. The risk associated with a facility is defined by the probability of an event and the consequence (or hazards) should the event occur.

The major types of public safety risks at industrial facilities consist of risk from accidental releases of regulated substances and from major fires and explosions. Shipping, handling,

storing, and disposing of hazardous materials inherently poses a certain risk of a release to the environment. The regulated substances currently handled by refineries include petroleum products, such as propane, butane, isobutane, gasoline, fuel oils, diesel, and other products, which pose a risk of fire and explosion.

A hazard analysis generally considers the compounds or physical forces that can migrate off-site and result in acute health effects to individuals outside of the refinery boundaries. It should be noted that hazards exist to workers on-site. However, the workers are trained in fire and emergency response procedures, wear protective clothing, have access to respiratory protection, and so forth. Therefore, workers could be exposed to hazards and still be protected because of training and personal protective equipment. The general public does not typically have access to these safety measures and, therefore, could be adversely affected if a hazard situation results in impacts to areas off-site.

The potential hazards associated with industrial activities are a function of the materials being processed, processing systems, and procedures used to operate and maintain the facility. The hazards that are likely to exist are identified by the physical and chemical properties of the materials being handled and their process conditions, and can include the following events:

**Exposure to Toxic Gas Clouds:** Toxic gas clouds, (gases, e.g., hydrogen sulfide), could form a dense cloud and migrate off-site, thus, exposing individuals to toxic materials. “Worst-case” conditions tend to arise when very low wind speeds coincide with an accidental release, which can allow the chemicals to accumulate as a dense cloud rather than disperse.

**Exposure to Flame Radiation:** Flame (thermal) radiation is the heat generated by a fire and the potential impacts associated with exposure to it. Exposure to thermal radiation would result in burns, the severity of which would depend on the intensity of the fire, the duration of exposure, and the distance of an individual to the fire.

Thermal radiation can be caused by a pool fire (fire of spilled material), torch fire (rupture of line followed by ignition), boiling liquid-expanding vapor explosion (BLEVE) of a pressurized storage vessel and/or flash fires (ignition of slow-moving flammable vapors).

**Exposure to Explosion Overpressure:** Process vessels containing flammable explosive vapors and potential ignition sources are present at the refineries. Explosions may occur if the flammable/explosive vapors come into contact with an ignition source. The greatest threat to off-site receptors could occur from a vapor cloud explosion (release, dispersion, and explosion of a flammable vapor cloud), or a confined explosion (ignition and explosion of flammable vapors within a building or confined area). An explosion could cause impacts to individuals and structures in the area due to overpressure.

**Exposure to Contaminated Water:** An upset condition and spill has the potential to adversely affect ground water and water quality. A spill of hazardous materials could occur under upset conditions, e.g., earthquake, tank rupture, and tank overflow. In the

event of a spill, materials could migrate off-site if secondary containment and appropriate spill control measures are not in place.

## Regulatory Background

There are many federal and state rules and regulations that facilities handling hazardous materials must comply with which serve to minimize the potential impacts associated with hazards at these facilities.

Under the Occupational Safety and Health Administration (OSHA) regulations [29 Code of Federal Regulations (CFR) Part 1910], facilities which use, store, manufacture, handle, process, or move highly hazardous materials must prepare a fire prevention plan. In addition, 29 CFR Part 1910.119, Process Safety Management (PSM) of Highly Hazardous Chemicals, and Title 8 of the California Code of Regulations, General Industry Safety Order §5189, specify required prevention program elements to protect workers at facilities that handle toxic, flammable, reactive, or explosive materials.

Section 112 (r) of the Clean Air Act Amendments of 1990 [42 U.S.C. 7401 et. Seq.] and Article 2, Chapter 6.95 of the California Health and Safety Code require facilities that handle listed regulated substances to develop Risk Management Programs (RMPs) to prevent accidental releases of these substances, U.S. EPA regulations are set forth in 40 CFR Part 68. In California, the California Accidental Release Prevention (CalARP) Program regulation (CCR Title 19, Division 2, Chapter 4.5) was issued by the Governor's Office of Emergency Services (OES). RMPs are documents prepared by the affected owner or operator of a stationary source containing detailed information including: (1) regulated substances held onsite at the stationary source; (2) offsite consequences of an accidental release of a regulated substance; (3) the accident history at the stationary source; (4) the emergency response program for the stationary source; (5) coordination with local emergency responders; (6) hazard review or process hazard analysis; (7) operating procedures at the stationary source; (8) training of the stationary source's personnel; (9) maintenance and mechanical integrity of the stationary source's physical plant; and (10) incident investigation. California updated the CalARP Program in October 2017, along with the state's PSM program, in response to an accident at the Chevron Richmond Refinery.

Affected facilities that store materials are required to have a Spill Prevention Control and Countermeasures (SPCC) Plan per the requirements of 40 Code of Federal Regulations, Section 112. The SPCC is designed to prevent spills from on-site facilities and includes requirements for secondary containment so spilled materials would not migrate off-site, provides emergency response procedures, establishes training requirements, and so forth.

The Hazardous Materials Transportation (HMT) Act is the federal legislation that regulates transportation of hazardous materials. The primary regulatory authorities are the U.S. Department of Transportation, the Federal Highway Administration, and the Federal Railroad Administration. The HMT Act requires that carriers report accidental releases of hazardous materials to the Department of Transportation at the earliest practical moment (49 CFR Subchapter C). The California Department of Transportation (Caltrans) sets standards for trucks in California. The regulations are enforced by the California Highway Patrol, among others.

California Health and Safety Code Section 25500 et seq., codifying Assembly Bill 2185 (Maxine Waters 1985), requires local agencies to regulate the storage and handling of hazardous materials and requires development of a business plan to mitigate the release of hazardous materials. Businesses that handle any of the specified hazardous materials must submit to government agencies (i.e., fire departments), an inventory of the hazardous materials, an emergency response plan, and an employee training program. The information in the business plan can then be used in the event of an emergency to determine the appropriate response action, the need for public notification, and the need for evacuation.

Contra Costa County has adopted an industrial safety ordinance that addresses the human factors that lead to accidents. The ordinance requires stationary sources to develop a written human factors program that considers human factors as part of process hazards analyses, incident investigations, training, and operating procedures, among others.

## Significance Criteria

The proposed project impacts associated with hazards will be considered significant if any of the following occur:

- Non-compliance with any applicable design code or regulation.
- Non-conformance with National Fire Protection Association standards.
- Non-conformance with regulations or generally accepted industry practices related to operating policy and procedures concerning the design, construction, security, leak detection, spill containment or fire protection.
- Exposure to hazardous chemicals in concentrations equal to or greater than the Emergency Response Planning Guideline (ERPG) 2 levels.
- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment.
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
- Exacerbate the risk of wildland fires, associated pollutant release, potential for flooding and landslides due to projected land use patterns and infrastructure in or near very high hazard severity fire zones.

## Discussion of Impacts

**9. a). Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? No Impact.**

**9. b). Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic compound (including methane) emissions from refinery wastewater treatment facilities. The proposed amendments may result in additional



monitoring and repair of equipment found to be leaking. However, the proposed amendments would not result in new equipment, construction activities, and would not introduce any new hazards or require the use of hazardous materials associated with operational activities.

Health and Safety Code §25506 specifically requires all businesses handling hazardous materials to submit a business emergency response plan to assist local administering agencies in the emergency release or threatened release of a hazardous material. Business emergency response plans generally require the following:

- Types of hazardous materials used and their locations;
- Training programs for employees including safe handling of hazardous materials and emergency response procedures and resources.
- Procedures for emergency response notification;
- Proper use of emergency equipment;
- Procedures to mitigate a release or threatened release of hazardous materials and measures to minimize potential harm or damage to individuals, property, or the environment; and
- Evacuation plans and procedures.

Hazardous materials at existing facilities would continue to be used in compliance with established OSHA or Cal/OSHA regulations and procedures, including providing adequate ventilation, using recommended personal protective equipment and clothing, posting appropriate signs and warnings, and providing adequate worker health and safety training. The exposure of employees is regulated by Cal-OSHA in Title 8 of the CCR. Specifically, 8 CCR 5155 establishes permissible exposure levels (PELs) and short-term exposure levels (STELs) for various chemicals. These requirements apply to all employees. The PELs and STELs establish levels below which no adverse health effects are expected. These requirements protect the health and safety of the workers, as well as the nearby population including sensitive receptors.

In general, all local jurisdictions and all facilities using a minimum amount of hazardous materials are required to formulate detailed contingency plans to eliminate, or at least minimize, the possibility and effect of fires, explosion, or spills. In conjunction with the California Office of Emergency Services, local jurisdictions have enacted ordinances that set standards for area and business emergency response plans. These requirements include immediate notification, mitigation of an actual or threatened release of a hazardous material, and evacuation of the emergency area.

The above regulations provide comprehensive measures to reduce hazards of explosive or otherwise hazardous materials. Compliance with these and other federal, state and local regulations and proper operation and maintenance of equipment should ensure the potential for

accidental releases of hazardous materials is not significant. The proposed amendments to Rule 8-8 would not create any new hazards to the public or environment.

**9. c). Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? No Impact.** The proposed amendments to Rule 8-8 would not result in any physical changes or modifications that would generate hazardous emissions or result in the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Therefore, no increase in hazardous emissions that impact a school site is expected due to the proposed project.

**9. d). Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? No Impact.** Government Code §65962.5 requires creation of lists of facilities that may be subject to Resource Conservation and Recovery Act (RCRA) permits or site cleanup activities. The refineries affected by the proposed rule amendments are located on lists of facilities that require cleanup activities. The proposed amendments to Rule 8-8 would have no impact on these cleanup actions or otherwise adversely affect the existing Cleanup and Abatement Orders. The Orders will remain in effect and continue to establish requirements for site monitoring and cleanup of existing contamination. The proposed amendments may require additional monitoring and leak repair of wastewater systems, but it would not have any impact on cleanup actions or create any additional hazards to the public or the environment associated with cleanup activities.

**9. e). For a project located within an airport land use plan or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area? No Impact.** Four of the five refineries affected by the proposed rule amendments are not located within two miles of an airport. Portions of the Marathon Martinez refinery are located within two miles of the Buchanan Field airport, an airport in the City of Concord. Airport Influence Areas are used in land use planning to identify areas commonly overflowed by aircraft as they approach and depart an airport, or as they fly within established airport traffic patterns. The Buchanan Field Airport Influence Area is defined as the area within 14,000 feet of the ends of the primary surfaces for runways. The Contra Costa County *Airport Land Use Compatibility Plan* Countywide Policy 4.3.5 requires FAA review and approval of any structure over 200 feet in height. The proposed amendments to Rule 8-8 may require additional monitoring and leak repairs but will not require the construction of any new equipment or facilities. Therefore, the project is not expected to result in any additional safety risk associated with operations at the Buchanan Field Airport or any other airport in the Bay Area.

**9 f). Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? No Impact.** Under the proposed amendments, additional monitoring and leak repair of wastewater treatment systems may be required but no construction activities or modifications to operations are expected. The existing refineries have prepared, adopted, and implemented emergency response plans and no revisions to the emergency response plans are expected due to the rule amendments as no equipment would be modified or

changed. Therefore, implementation of proposed amendments to Rule 8-8 would not impair implementation of or interfere with an adopted emergency response plan or emergency evacuation plans.

**9. g). Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? No Impact.** The California Department of Forestry and Fire Protection (CalFIRE) maps areas of significant fire hazard based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones, determine the requirements for special building codes designed to reduce the potential impacts of wildland fires on urban structures. The refineries in the Bay Area are located within a non-Very High Fire Hazard Severity Zone, as the areas are urbanized, are located adjacent to the Bay and marshlands, and are not located adjacent to wildland areas. The refineries are located well outside of Very High Fire Hazard Zones, which indicates that the facilities are not subject to significant wildfire hazard. Implementation of proposed amendments to Rule 8-8 may require additional monitoring and repair if leaks are found, but they would not require new equipment or modification to refinery operations. Therefore, the proposed amendments would not have any impact related to wildland fires.

## Conclusion

Based upon these considerations, no adverse hazards or hazardous materials impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. HYDROLOGY / WATER QUALITY.</b>				
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:				
i) result in substantial erosion or siltation onsite or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The San Francisco Bay estuary system is one of the largest in the country and drains approximately 40 percent of California. Water from the Sacramento and San Joaquin Rivers of the Central Valley flow into what is known as the Delta region, then into the sub-bays, Suisun

Bay and San Pablo Bay, and finally into the Central Bay and out the Golden Gate strait. Some of the fresh water flows through the Delta and into Bay, but much is diverted from the Bay for agricultural, residential, and industrial purposes, as well as delivery to distant cities of southern California as part of state and federal water projects (ABAG, 2021).

The two major drainages, the Sacramento and San Joaquin Rivers, receive more than 90 percent of runoff during the winter and spring months from rainstorms and snowmelt. Other surface waters flow either directly to the bay or Pacific Ocean. The largest watersheds include the Alameda Creek (695 square miles), the Napa River (417 square miles), and the Coyote Creek (353 square miles) watersheds. Of the water segments that make up the San Francisco Bay Estuary, Suisun Bay is the first water body that receives flows from the Sacramento and San Joaquin watershed. The San Francisco Bay estuary includes deep-water channels, tidelands, and marshlands that provide a variety of habitats for plants and animals.

Of the water segments that make up the San Francisco Bay Estuary, Suisun Bay is the first water body that receives flows from the Sacramento and San Joaquin watershed. Much of the land surrounding the Sacramento and San Joaquin watershed is devoted to agricultural and forestry land uses, with some major urban centers that contribute discharges into the rivers. The following major rivers and streams, listed by county, are located in the Bay Area (ABAG, 2021):

- Alameda County: Alameda Creek, San Leandro Creek, and San Lorenzo Creek;
- Contra Costa County: San Pablo Creek;
- Marin County: Corte Madera Creek, Lagunitas Creek, Gallinas Creek, Miller Creek, and Novato Creek;
- Napa County: Huichica Creek and Napa River;
- San Mateo County: Cordilleras Creek, San Mateo Creek, and Sanchez Creek;
- Santa Clara County: Adobe Creek, Coyote Creek, Guadalupe River, Llagas Creek (drains to the Pacific Ocean via the Pajaro River), Los Gatos Creek, Permanente Creek, San Francisquito Creek, and Stevens Creek;
- Solano County: Green Valley Creek, Napa River, Putah Creek, and Suisun Creek; and
- Sonoma County: Petaluma River, Russian River, Santa Rosa Creek, and Sonoma Creek.

The quality of surface water resources in the Bay Area varies considerably and is locally affected by point-source (i.e., emitted from a single point) and nonpoint-source (i.e., diffuse) discharges. Point sources, such as wastewater treatment effluent and industrial waste discharges, are often regulated and monitored to avoid adverse effects on water quality. Nonpoint-source pollutants are transported into surface waters through rainfall, air, and other pathways. Nonpoint-source pollutants are the leading cause of water quality degradation in the region's waterways. Stormwater runoff is estimated to contribute more heavy metals to San Francisco Bay than direct municipal and industrial dischargers, as well as significant amounts of motor oil, paints, chemicals, debris, grease, and detergents. Runoff in storm drains may also include pesticides and herbicides from landscaping products and bacteria from animal waste. Most urban runoff flows untreated into creeks, lakes, and San Francisco Bay (ABAG, 2021)

The San Francisco Bay Regional Water Quality Control Board (RWQCB), the main agency charged with protecting and enhancing surface water and groundwater quality in the Bay Area,

has classified the San Francisco Bay and many of its tributaries as impaired for various water quality constituents, as required by the Clean Water Act (CWA). The San Francisco Bay RWQCB implements the Total Maximum Daily Load (TMDL) Program for impaired water bodies, which involves determining a safe level of loading for each problem pollutant, determining the pollutant sources, allocating loads to all of the sources, and implementing the load allocations. Within the Bay Area region, the 2018 303(d) list (applied to impaired water bodies) includes nearly 350 listings for approximately 130 water bodies. Nearly 120 of these listings have an associated TMDL established. Primary pollutants for which a TMDL has been established on Bay Area surface waters include diazinon (a pesticide), PCBs, the metals mercury and selenium, pathogens, and indicator bacteria. RWQCB staff are currently developing TMDL projects or studies to address more than 190 additional listing (ABAG, 2021).

A groundwater basin is an area underlain by permeable materials capable of storing a significant amount of water. Groundwater basins are closely linked to local surface waters. As water flows from the hills toward San Francisco Bay, it percolates through permeable soils into the groundwater basins. The entire Bay Area region is divided into a total of 28 groundwater basins. Groundwater is used for numerous purposes, including municipal and industrial water supply, in the Bay Area; however, it accounts for only about 5 percent of total water consumption. Although some of the larger basins (such as Santa Clara Valley, Napa-Sonoma Valley, and Petaluma Valley) can produce large volumes of groundwater and generally have good water quality, many of the groundwater basins in the Bay Area are relatively thin and yield less water. Further, portions of the Bay Area have poor water quality as a result of past industrial uses or intrusion of brackish bay water. Because of water quality and available resources, water supply for much of the Bay Area is provided by imported water supplies through water conveyance facilities, such as the Hetch Hetchy Aqueduct, the Mokelumne Aqueduct, and the North and South Bay Aqueduct (ABAG, 2021).

Wastewater treatment in the Bay Area is provided by various agencies as well as individual city and towns wastewater treatment systems. Some treatment plants serve individual cities while others serve multiple jurisdictions. More than 50 agencies provide wastewater treatment throughout the Bay Area. Rule 8-8 applies to industrial wastewater treatment operations at refineries in the Bay Area as well as a small group of other industrial facilities in the Bay Area that operate wastewater treatment facilities as part of their process.

## Regulatory Background

The Federal Clean Water Act of 1972 primarily establishes regulations for pollutant discharges into surface waters in order to protect and maintain the quality and integrity of the nation's waters. This Act requires industries that discharge wastewater to municipal sewer systems to meet pretreatment standards. The regulations authorize the U.S. EPA to set the pretreatment standards. The regulations also allow the local treatment plants to set more stringent wastewater discharge requirements, if necessary, to meet local conditions.

The 1987 amendments to the Clean Water Act enabled the U.S. EPA to regulate, under the National Pollutant Discharge Elimination System (NPDES) program, discharges from industries and large municipal sewer systems. The U.S. EPA set initial permit application requirements in

1990. The State of California, through the State Water Resources Control Board, has authority to issue NPDES permits, which meet U.S. EPA requirements, to specified industries.

The Porter-Cologne Water Quality Act is California's primary water quality control law. It implements the state's responsibilities under the Federal Clean Water Act but also establishes state wastewater discharge requirements. The Regional Water Quality Control Board administers the state requirements as specified under the Porter-Cologne Water Quality Act, which include storm water discharge permits. The water quality in the Bay Area is under the jurisdiction of the San Francisco Bay Regional Water Quality Control Board.

In response to the Federal Act, the State Water Resources Control Board prepared two state-wide plans in 1991 and 1995 that address storm water runoff: the California Inland Surface Waters Plan and the California Enclosed Bays and Estuaries Plan, which have been updated in 2005 as the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California. Enclosed bays are indentations along the coast that enclose an area of oceanic water within distinct headlands or harbor works. San Francisco Bay, and its constituent parts, including Carquinez Strait and Suisun Bay, fall under this category.

The San Francisco Bay Basin Plan identifies the: (1) beneficial water uses that need to be protected; (2) the water quality objectives needed to protect the designated beneficial water uses; and (3) strategies and time schedules for achieving the water quality objectives. The beneficial uses of the Carquinez Strait that must be protected which include water contact and non-contact recreation, navigation, ocean commercial and sport fishing, wildlife habitat, estuarine habitat, fish spawning and migration, industrial process and service supply, and preservation of rare and endangered species.

The Sustainable Groundwater Management Act (SGMA) was enacted in September of 2014. Pursuant to SGMA, sustainable groundwater management is the management and use of groundwater in a manner that can be maintained during a 50-year planning and implementation horizon without causing undesirable results. The SGMA requires all groundwater basins of high or medium priority to prepare Groundwater Sustainability Plans (GWP). Sonoma, Napa, Solano, Contra Costa, Alameda and Santa Clara counties include basins designated as high or medium priority.

## Significance Criteria

### Water Demand:

- The existing water supply does not have the capacity to meet the increased demands of the project, or the project would use more than 263,000 gallons per day of potable water.

### Water Quality:

- The project will cause degradation or depletion of ground water resources substantially affecting current or future uses.

- The project will cause the degradation of surface water substantially affecting current or future uses.
- The project will result in a violation of National Pollutant Discharge Elimination System (NPDES) permit requirements.
- The capacities of existing or proposed wastewater treatment facilities and the sanitary sewer system are not sufficient to meet the needs of the project.
- The project results in substantial increases in the area of impervious surfaces, such that interference with groundwater recharge efforts occurs.
- The project results in alterations to the course or flow of floodwaters.

## Discussion of Impacts

**10. a). Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? No Impact.** Process wastewater, sanitary sewage, and most of the storm water runoff from the refineries are collected and managed in the existing wastewater treatment systems that are regulated by an NPDES permit. The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries, which are located within developed, existing industrial areas. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems. No construction activities are required and no changes in refinery configurations are expected. Therefore, no increase in water use or wastewater generation would occur. Further, the proposed amendments to Rule 8-8 would not result in any increase in water runoff or wastewater discharge, would not result in water quality impacts, would not result in the degradation of surface water, and would not result in any violation of NPDES permits.

**10. b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? No Impact.**

**10. e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? No Impacts.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems. No construction activities are required and no changes in refinery configurations are expected. Therefore, the proposed Rule 8-8 amendments will not impact water demand or interfere with groundwater recharge or cause any notable change in the groundwater table level.

**10. c). Substantially alter the existing drainage pattern of the site or area, including through alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would: i) result in substantial erosion or siltation onsite or offsite; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) impede or redirect flood flows? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and



minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems. The proposed rule amendments would not result in the construction of additional impervious surfaces or increase storm water runoff. There are no streams, rivers or other natural drainage within the confines of the existing refineries that would be impacted by the proposed amendments. Most rainwater and surface runoff within the existing industrial areas are controlled, collected, and treated within the existing wastewater treatment plants. Therefore, no significant adverse impacts to storm water runoff or existing drainage patterns are expected as a result of the proposed Rule 8-8 amendments.

**10. d). In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? No Impact.** As mapped on the National Flood Insurance Program Flood Insurance Rate Maps prepared by the Federal Emergency Management Agency, the operating portions of the Bay Area refineries are designated Zone X, which means that it is an area determined to be an area of minimal flood hazard (outside the 0.2 percent annual chance floodplain) (FEMA, 2023). The proposed amendments to Rule 8-8 would not require any new equipment and no new equipment would be located in flood hazard zones. Therefore, the proposed amendments to Rule 8-8 would not create or increase risks from flooding or expose people or structures to significant risk of loss, injury or death involving flooding.

A seiche is a tidal change in an enclosed or semi-enclosed water body caused by sustained high winds or an earthquake. Tsunamis are seismically induced sea waves that, upon entering shallow near-shore waters, may reach heights capable of causing widespread damage to coastal areas. The waterfront area adjacent to the Suisan Bay is at risk of inundation from tsunamis that could be generated in the Pacific Ocean, San Francisco Bay, or Carquinez Strait. The area that is at risk of inundation from tsunamis along the waterfront is mostly marshland. Since no new equipment is required, the proposed rule amendments would not result in increased risk of inundation by seiche, tsunami, or mudflow.

## Conclusion

Based upon these considerations, no adverse hydrology or water quality impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. LAND USE / PLANNING.</b> Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The Bay Area includes 101 cities, with San Jose, San Francisco, and Oakland representing the largest urban centers. The counties with the highest population are Santa Clara, Alameda, and Contra Costa (ABAG, 2021).

The land uses surrounding the San Francisco Bay tend to be more intensely developed, particularly from San Francisco south along the peninsula to Santa Clara County, and from Contra Costa County south through Alameda County to Santa Clara County. These areas also include extensive networks of open space. The counties north of the bay (Marin, Sonoma, and Napa) are more sparsely developed with a combination of suburban development, smaller cities and towns, and agricultural areas of the Bay Area. The East Bay (away from the bay margins) and Solano County further to the east, tend to be more suburban in character, with heavy industry related to oil refineries, as well as areas of agricultural activities (ABAG 2021).

Proposed Rule 8-8 amendments would affect refineries in the Bay Area, which are located in heavy industrial areas.

## Regulatory Background

Land uses are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

In 1965, the McAteer-Petris Act (California Government Code, Section 66600 et seq.) established the San Francisco Bay Conservation and Development Commission to regulate development on and adjacent to the San Francisco Bay. The mandate of this Commission is to protect the Bay and the quality of its waters; to maximize public access to the Bay; to allow

planned, controlled development along the Bay, particularly water-oriented land uses; to restrict uncoordinated and haphazard filling of the Bay; and to maintain salt ponds and managed wetlands along the Bay. The Commission developed the San Francisco Bay Plan (BCDC, 2020). as a comprehensive and enforceable plan for fulfilling its legislated mandate.

The Bay Plan identifies five high priority uses of the Bay and shoreline for which shoreline areas should be reserved. These “priority uses” are ports, water-related industry, airports, wildlife refuges, and water-related recreation (BCDC, 2020).

## Significance Criteria

The proposed project impacts will be considered significant on land use and planning if the project conflicts with the land use and zoning designations established by local jurisdictions, or any applicable habitat conservation or natural community conservation plan.

## Discussion of Impacts

**11. a). Physically divide an established community? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems. No construction activities are required and no changes in refinery configurations are expected. Thus, the proposed project would not result in impacts that would physically divide an established community.

**11. b). Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? No Impact.** As discussed in 11 a) above, the proposed amendments would not require the installation of any new equipment. Land uses surrounding the refineries are primarily industrial. The General Plans and land use plans for areas with industrial land uses, such as Contra Costa County, allow for and encourage the continued use of industrial land uses within their respective communities. The proposed amendments to Rule 8-8 would not conflict with any applicable land use plan, policy or regulation of an agency, because no new equipment would be required. The jurisdictions with land use approval recognize and support the continued use of industrial facilities and the proposed amendments to Rule 8-8 would not interfere with those land use policies or objectives.

## Conclusion

Based upon these considerations, no adverse land use impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XII. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Most of the mineral resources in the Bay Area are located in the populated plains or valleys, as opposed to the mountainous areas. The major mineral resources recovered in the Bay Area are: (1) construction materials, such as limestone and oyster shells (used in the manufacture of cement), sand and gravel, and crushed stone; (2) energy sources, such as gas, oil, and geothermal power; and (3) salines. Historically, most mineral products have been used locally to fulfill the need for construction materials and to supply energy (ABAG, 2021).

According to the California Department of Conservation Division of Mines and Geology’s Aggregate Resources Map, two Aggregate Resource areas are located in the Bay Area. North San Francisco has 492 million tons of permitted aggregate reserves sector and South San Francisco has 1,320 million tons of permitted reserves. Other smaller aggregate production areas in the Bay Area include Fremont, Pleasanton, Santa Clara, Santa Cruz, among others (California Geological Survey, 2018).

## Regulatory Background

Mineral resources are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

## Significance Criteria

The proposed project impacts on mineral resources will be considered significant if:

- The project would result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

- The proposed project results in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

## Discussion of Impacts

**12. a). Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? No Impact.**

**12. b). Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? No Impact.** The proposed amendments to Rule 8-8 are not associated with any action that would result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, or of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems or result in any construction activities. The refinery sites do not contain any known mineral resources including sand, gravel, timber resources, or oil or natural gas reserves. No known locally important mineral resources are known to occur at the affected sites. As a result, no adverse impacts on available mineral resources are anticipated.

## Conclusion

Based upon these considerations, no adverse impacts to mineral resources are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XIII. NOISE.** Would the project:

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Environmental Setting**

The ambient noise environment in the urban areas of the Bay Area is defined by a wide variety of noise sources, with the predominant noise source being traffic. Traffic noise exposure is primarily a function of the volume of vehicles per day, the speed of those vehicles, the type of ground surface, the number of those vehicles represented by medium and heavy trucks, the distribution of those vehicles during daytime and nighttime hours, and the proximity of noise-sensitive receptors to the roadway. Existing average traffic noise exposure ranges from 52.6 decibels (dBA) (next to collector and small roads) to as high as 74.9 dBA (next to freeways). Bus transit also contributes to roadway noise levels. In San Francisco, a large portion of the transit bus fleet is electrified and, consequently, the contribution of bus transit to localized roadway noise levels is decreased (ABAG, 2021).

The Bay Area is also affected by noise from freight and passenger rail operations. While these operations generated significant noise levels in the immediate vicinity of the railways, train operations are intermittent and area railways are widely dispersed. Commuter rail operates with more frequency than standard gauge rail operations but at lower speeds, resulting in lower noise levels. Bay Area Rapid Transit operations can attain higher speeds and have the potential for great noise levels along extended stretches. Based on available data, noise levels from rail

operations with the Bay Area can range from 62 dBA Community Noise Equivalent Level (CNEL) to 81 dBA CNEL (ABAG, 2021).

A wide variety of industrial and other non-transportation noise sources are located within the Bay Area. These include manufacturing plants, landfills, treatment plants, power generation facilities, food packaging plants, lumber mills and aggregate mining facilities, to name a few. Noise generated from these sources varies widely but, in many cases, may be a dominant contributor to the noise environment (ABAG, 2021).

## Regulatory Background

Noise levels related to construction and operation activities are addressed in local General Plan policies and local noise ordinance standards. The General Plans and noise ordinances generally establish allowable noise limits within different land uses including residential areas, other sensitive use areas (e.g., schools, churches, hospitals, and libraries), commercial areas, and industrial areas.

## Significance Criteria

The proposed project impacts on noise will be considered significant if:

- Construction noise levels exceed the local noise ordinances or, if the noise ordinance is currently exceeded, project noise sources increase ambient noise levels by more than three decibels (dBA) at the closest off-site receptor.
- The proposed project operational noise levels exceed any of the local noise ordinances at the site boundary or, if the noise threshold is currently exceeded, project noise sources increase ambient noise levels by more than three dBA at the site boundary.

## Discussion of Impacts

**13. a). Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems or result in any construction activities. Since no construction activities are required, no construction noise impacts would occur.

The existing noise environment at each of the affected refineries is typically dominated by noise from existing equipment onsite, vehicular traffic around the facilities, trucks entering and exiting the refinery premises and adjacent businesses, noise from other businesses in the area, and rail traffic. The amendments to Rule 8-8 are expected to require more frequent monitoring to assure compliance, which could result in increases in the need for additional maintenance and repair. Since the refineries have existing monitoring programs, it is expected that existing contractors or employees may conduct additional inspections, monitoring or sampling activities while onsite.

Inspections, monitoring and sampling activities do not require equipment that generates noise. Any additional repair activities would occur within existing refineries and would be expected to use hand-held tools that do not generate substantial noise. Therefore, no adverse noise impacts are expected due to implementation of the proposed amendments to Rule 8-8.

**13. b). Generation of excessive groundborne vibration or groundborne noise levels? No Impact.** The proposed project is not expected to generate or expose people to excessive ground borne vibration or ground borne noise. No equipment that generates vibration, e.g., large grading equipment, pile drivers, etc. are required as no construction activities are required to implement the amendments to Rule 8-8. Further, no new industrial equipment is required. Therefore, the proposed amendments to Rule 8-8 would not generate excessive ground borne vibration or noise.

**13. c). For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels? No Impact.** The closest airport to a refinery is Buchanan Field Airport, an airport in the City of Concord. Portions of the Marathon Martinez refinery are located within two miles of the Buchanan Field Airport. The proposed amendments to Rule 8-8 may require additional monitoring and repair but will not require the construction of any new equipment or facilities. The proposed modifications to Rule 8-8 would not result in an increase in noise or place residential or occupational receptors closer to the Buchanan Field Airport. Therefore, proposed rule amendments would not expose people residing or working in the project area to excessive noise levels associated with airports.

## Conclusion

Based upon these considerations, no adverse noise impacts are expected due to implementation of the proposed amendments to Rule 8-8.



	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XIV. POPULATION / HOUSING.** Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial unplanned population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g. through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace a substantial number of existing people or housing units, necessitating the construction of replacement housing elsewhere?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Environmental Setting**

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Proposed amendments to Rule 8-8 would apply to facilities which are typically located within industrial or commercial areas.

Population in the Bay Area in January 2023 was about 7.5 million people, which is about 19 percent of California’s population. The population in California decreased by approximately 138,500 people (0.4 percent) from January 2022 to January 2023 (California Department of Finance, 2023). The population of the Bay Area was predicted to grow to about 10.3 million people by 2050 (ABAG, 2021). Approximately 4 million people in the Bay Area were employed in 2015, and that number is expected to grow to 5.4 million jobs by 2050 (ABAG, 2021).

There has been a mismatch between growth in jobs and growth in housing supply in the Bay Area. Jobs have grown by at least three percent each year since 2012, reaching a peak of over 4 million jobs. The Bay Area has added nearly two jobs for every housing unit built since 1990. This deficit in housing production has resulted in rising housing prices and a limited supply of affordable housing (ABAG, 2021). There were approximately 3 million households in the Bay Area in 2023, an increase of approximately 1 percent from 2022 (California Department of Finance, 2023). The number of households was predicted to increase by an additional 1.4 million by 2050 (ABAG, 2021).

## Regulatory Background

Population and housing growth and resources are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

A number of state regulations have been imposed to increase housing, especially affordable housing. California Government Code Sections 65583(a)(1) and 65584 require the preparation of a Regional Housing Needs Allocation to determine each region's existing and projected housing. The RHNA allocates a share of the regional housing need to each city, county, or city and county based on an analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels, including extremely low income households, as defined in subdivision (b) of Section 50105 and Section 50106 of the Health and Safety Code.

## Significance Criteria

The proposed project impacts on population and housing will be considered significant if:

- The demand for temporary or permanent housing exceeds the existing supply.
- The proposed project produces additional population, housing or employment inconsistent with adopted plans either in terms of overall amount or location.
- The project displaces substantial numbers of people or existing housing, necessitating the construction of replacement housing elsewhere in excess of that contained in a City or County Housing Element.

## Discussion of Impacts

**14. a). Induce substantial unplanned population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g. through extension of roads or other infrastructure)? No Impact.** Population in the Bay Area is currently about 7.5 million people and is expected to grow to about 10.3 million people by 2050 (ABAG, 2021). Approximately 4 million people in the Bay Area were employed in 2015, and that number is expected to grow to 5.4 million jobs by 2050 (ABAG, 2021). The amendments to Rule 8-8 are expected to require more frequent monitoring to assure compliance, which could result in increases in the need for additional maintenance and repair. Since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Overall the monitoring is not expected to require additional employees. As such, implementing the proposed rule amendments is not expected to induce substantial population growth in the Bay Area, either directly or indirectly.

**14. b). Displace a substantial number of existing people or housing units, necessitating the construction of replacement housing elsewhere? No Impact.** Because the project modifications will occur within existing industrial facilities located in a highly urbanized area, no

housing units will be displaced. Because the labor force is not expected to increase over historical levels, no additional housing will be necessary to accommodate the labor force. Substantial housing growth in the area will not occur as a result of the project modifications. Therefore, no significant adverse population or housing impacts are expected due to implementation of the proposed Rule 8-8 modifications.

## **Conclusion**

Based upon these considerations, no adverse population and housing impacts are expected due to implementation of the proposed amendments to Rule 8-8.

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	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XV. PUBLIC SERVICES.**

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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**Environmental Setting**

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The proposed amendments to Rule 8-8 would generally apply to facilities which are located within industrial areas in the District.

Given the large area covered by the BAAQMD, public services are provided by a wide variety of local agencies.

**Fire Protection**

Fire protection services are managed at the local level, typically by municipalities, counties, fire protection districts, or volunteer fire companies. California Government Code §38611 states that any city organized under general law must establish a fire department unless it is included within the boundaries of an established fire protection district. State and federal lands are generally served by State and federal fire agencies, e.g., CALFIRE and National Park Service. In some cases, businesses and native tribes manage their own fire departments. Each fire protection

agency is responsible for serving its own prescribed area, but mutual aid agreements are in wide use across the region such that agencies can rely on assistance from neighboring agencies in the case of overwhelming demand (ABAG, 2021).

Each county in the Bay Area, including incorporated cities and towns within those counties, provides emergency medical services to its residents through the training and certification of paramedics and emergency medical technicians. The various departments charged with administering emergency medical services contract with private ambulance services and local fire departments to deploy emergency medical services within their service areas (ABAG, 2021)

### **Police Protection**

Police services are provided on the State, county, and local levels. Police services provide law enforcement in crime prevention, traffic and congestion control, safety management, emergency response, and homeland security. The California Highway Patrol (CHP) is responsible for police protection along the interstate highway systems and provides services for traffic management, emergency response, and protection of the highway system. Each county in the Bay Area has its own sheriff's department responsible for police protection in unincorporated areas of each county. Each incorporated city and town has a police department responsible for police protection within its own jurisdiction (ABAG, 2021).

### **Schools**

Although the California public school system is under the policy direction of the Legislature, the California Department of Education relies on local control for the management of school districts. School district governing boards and district administrators allocate resources among the schools of the district and set education priorities for their schools. Each jurisdiction in the Bay Area provides residents with local public education facilities and services, including elementary, middle, secondary, and post-secondary schools, as well as special and adult education (ABAG, 2021).

### **Parks and Other Public Facilities**

The Bay Area contains over 1 million acres of parks and open space. According to the Bay Area Protected Areas Database compiled by the Bay Area Open Space Council, about 140,000 acres of open space were permanently conserved between 2010 and 2018. While access by the general public to these reserve areas is restricted, the areas are important for the preservation of wildlife habitats and the protection of the environmental and rural characteristics of various parts of the region (ABAG, 2021).

## **Regulatory Background**

City and/or County General Plans usually contain goals and policies to assure adequate public services are maintained within the local jurisdiction.

## Significance Criteria

The proposed project impacts on public services will be considered significant if the project results in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response time or other performance objectives.

## Discussion of Impacts

**15. a). Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services: Fire Protection? Police Protection? Schools? Parks? Other public facilities? No Impact.** The existing refineries maintain personnel and equipment on-site for fire suppression efforts. Fire hydrants are located throughout the refineries that provide additional fire water flow in the event of an emergency. The proposed amendments to Rule 8-8 would not require construction activities or changes in operations. The amendments would require additional monitoring of wastewater treatment systems but would not introduce any additional fire hazards to the facilities and no new flammable materials would be required at the refineries. Increased monitoring for emissions of total organic compounds would be expected to reduce potential fire hazards. It is expected that the refineries will continue to maintain equipment and fire response staffing as part of the existing refinery operations.

Compliance with State and local fire codes minimizes the need for additional fire protection services. All refineries have their own emergency response team, along with the local fire department and other emergency services. Since no new equipment or changes in operation are required, the proposed rule amendments would not change the requirements for additional or altered fire protection.

Entry and exit at the existing refineries are currently monitored and no additional or altered police protection is expected. The refineries are fenced with 24-hour security forces. All monitoring activities will occur within the confines of the existing refineries/industrial facilities which already have security measures in place. Therefore, no impacts to the local police department are expected related to the project modifications.

As noted in the “Population and Housing” discussion above, the proposed amendments to Rule 8-8 are not expected to induce population growth. Since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Overall the monitoring is not expected to require additional employees. Therefore, there will be no increase in local population and, thus, no impacts are expected to local schools or parks.

Implementation of the amendments to Rule 8-8 would not result in the need for new or physically altered government facilities in order to maintain acceptable service ratios, response times, or other performance objectives. The facilities affected by the amendments to Rule 8-8 are existing refineries for which public services are already required and no increase in the need for such services is expected. There will be no increase in population as a result of the adoption of the proposed rule amendments, therefore, no need for physically altered government facilities.

## **Conclusion**

Based upon these considerations, no adverse impacts to public services are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVI. RECREATION.** Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Environmental Setting**

The Bay Area contains approximately 1.4 million acres of parks and open space. According to the Bay Area Protected Areas Database compiled by the Bay Area Open Space Council, about 140,000 acres of open space were permanently conserved between 2010 and 2018. While access by the general public to these reserve areas is restricted, the areas are important for the preservation of wildlife habitats and the protection of the environmental and rural characteristics of various parts of the region (ABAG, 2021).

Parks and open space are generally categorized according to their size and amenities. Smaller parks, such as pocket parks, neighborhood parks, community parks, urban forests, and community gardens, serve local communities, typically are located in urbanized areas, and often include a wide range of improvements from playing fields and picnic areas to playgrounds and fitness trails. These parks are most often managed by local park districts or municipalities, which typically set minimum standards for park acreage based on their population. Larger open space areas, such as regional parks, greenbelts, trails and pathways, natural and wildlife preserves, some private farmlands, some public rangelands, State parks, and federal parks, serve a broader geographic range, typically are located outside of major urbanized areas, and generally include fewer improvements. Management of these parks is divided among a range of organizations and agencies, including regional park districts, State and federal government, private individuals, and nonprofit land trusts. (ABAG, 2021).

**Regulatory Background**

Recreational areas are generally protected and regulated by the City and/or County General Plans at the local level through land use and zoning requirements. Some parks and recreation areas are designated and protected by state and federal regulations.



## Significance Criteria

The proposed project impacts on recreation will be considered significant if:

- The project results in an increased demand for neighborhood or regional parks or other recreational facilities.
- The project adversely affects existing recreational opportunities.

## Discussion of Impacts

**16. a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? No Impact.**

**16. b). Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? No Impact.** As discussed under “Land Use” (Section XI), there are no provisions in the proposed amendments to Rule 8-8 that would affect land use plans, policies, or regulations. Land use and other planning considerations are determined by local governments; no land use or planning requirements will be altered by the proposed amendments to Rule 8-8. No construction activities are expected. Further, since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. Overall the monitoring is not expected to require additional employees. Thus, since there would be no change in land use or increase in population, there would be no impacts on recreation facilities due to increased use.

The proposed amendments to Rule 8-8 would not increase or redistribute population and, therefore, would not increase the demand for or use of existing neighborhood and regional parks or other recreational facilities or require the construction of new or the expansion of existing recreational facilities. Therefore, implementation of the amendments to Rule 8-8 would not have any significant adverse impacts on recreation.

## Conclusion

Based upon these considerations, no adverse recreation impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVII. TRANSPORTATION** Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Bay Area currently contains over 650 miles of limited-access highways, which include both interstates and State highways. These facilities provide access to major employment centers and to destinations outside of the Bay Area. In addition, the Bay Area has over 20,000 miles of arterials and local streets, providing more access to individual communities. Together, these roadway facilities accommodate nearly 165 million vehicle miles each weekday. The road network also serves nearly 660,000 vehicles that travel into or out of the region from adjacent areas (ABAG, 2021).

The region is served by numerous interstate and U.S. freeways. On the west side of San Francisco Bay, Interstate 280 and U.S. 101 run north-south. U.S. 101 continues north of San Francisco into Marin County. Interstates 880, and 680 run north-south on the east side of the Bay. Interstate 80 starts in San Francisco, crosses the Bay Bridge, and runs northeast toward Sacramento. Interstate 80 is a six-lane north-south freeway which connects Contra Costa County to Solano County via the Carquinez Bridge. State Routes 29 and 84 become freeways that run east-west, and cross the Bay. Interstate 580 starts in San Rafael, crosses the Richmond-San Rafael Bridge, joins with Interstate 80, runs through Oakland, and then runs eastward toward Livermore. From the Benicia-Martinez Bridge, Interstate 680 extends north to Interstate 80 in Cordelia. Interstate 780 is a four lane, east-west freeway extending from the Benicia-Martinez Bridge west to I-80 in Vallejo.

The Bay Area public transit system includes a combination of heavy rail (e.g., Bay Area Rapid Transit or BART), light rail (e.g., Muni Metro and Santa Clara Valley Transportation Authority Light Rail), commuter rail (e.g., Caltrain and Alameda Commuter Express), diesel and electric buses, cable cars, and ferries. This public transit system accommodates a total of over 1.7 million passengers a day, with about 45 percent of daily passengers (744,000) on Muni, about 26 percent of daily passengers (427,000) on BART, 11 percent (180,000) on Alameda County Transit, and 7 percent (121,000) on Santa Clara Valley Transportation Authority (ABAG, 2021).

The Bay Area has an extensive system of pedestrian facilities including multi-use paths, sidewalks, crosswalks, walkways, stairs, and ramps. Other pedestrian facilities include pedestrian signals, pedestrian refuge islands and median, and curb extensions. In addition to pedestrian facilities, the Bay Area has a bikeway network that includes 1,450 miles of bike paths.

## Regulatory Background

The Metropolitan Transportation Commission (MTC) is the state designated metropolitan planning organization for the nine-county San Francisco Bay Area; it has authority for regional planning, distributing and administering federal and state funds for all modes of transportation, and assuring that projects are consistent with the Regional Transportation Plan.

MTC updated its Regional Transportation Plan in 2021, referred to as the Plan Bay Area 2050, which forecasts transportation needs through 2050, while providing more housing and transportation choices and reducing pollution caused by transportation.

Most local counties maintain a transportation agency that has the duties of transportation planning and administration of improvement projects within the county and implements the Transportation Improvement and Growth Management Program, and the congestion management plans (CMPs). The CMP identifies a system of state highways and regionally significant principal arterials and specifies level of service standards for those roadways.

## Significance Criteria

The proposed project impacts on transportation will be considered significant if:

- The project would conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
- The project conflicts with or is inconsistent with CEQA Guidelines §15064.3 subdivision (b).
- Water borne, rail car or air traffic is substantially altered.
- Traffic hazards to motor vehicles, bicyclists or pedestrians are substantially increased due to geometric design features or incompatible uses.
- The project would result in inadequate emergency access.

## Discussion of Impacts

**17. a). Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? No Impact.**

**17. b). Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b)? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems or result in any construction activities. The amendments to Rule 8-8 may require more frequent monitoring to assure compliance which could result in increases in the need for additional maintenance and repair. All refineries currently have existing leak detection programs for fugitive components associated with wastewater treatment operations.

Since the refineries have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. As discussed in XIV - Population and Housing, it is not expected that the affected facilities would need to hire additional personnel. The amendments also would not result in an increase in truck traffic requirements.

The proposed amendments to Rule 8-8 would not result in a conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. Therefore, the project would not conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b), as no increase in traffic is expected to occur.

**17. c). Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)? d). Result in inadequate emergency access? No Impact.** The proposed project would not increase traffic hazards or create incompatible uses. The proposed amendments to Rule 8-8 would not require the construction of any roadways or other transportation design features, so no changes to current roadway designs that would increase traffic hazards are expected. Since changes to the roadway system are not expected, no impacts to emergency access would be expected. Emergency access at the affected refineries is not expected to be impacted, as no modifications that effect traffic or access are expected to be required. Based on the above, the proposed amendments to Rule 8-8 are not expected to increase vehicle trips or to alter the existing long-term circulation patterns, thus do not create traffic hazards or impacting emergency access.

## Conclusion

Based upon these considerations, no adverse transportation impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVIII. TRIBAL CULTURAL RESOURCES.**

- |     |   |                          |                          |                          |                                     |
|-----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a)  | Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i)  | Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) | A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Environmental Setting**

The Carquinez Strait represents the entry point for the Sacramento and San Joaquin Rivers into the San Francisco Bay. This locality lies within the San Francisco Bay and the west end of the Central Valley archaeological regions, both of which contain a rich array of prehistoric and historical cultural resources. The areas surrounding the Carquinez Strait and Suisun Bay have been occupied for centuries given their abundant natural resources and moderate climate. The Bay Area has supported human habitation for several thousand years. Some theories suggest that the prehistoric bay and river margins were inhabited as early as 10,000 years ago (ABAG, 2021).

Six different groups of Native American population, identified by their language, lived within the Bay Area, including Ohlone, Bay Miwok, Patwin, Coast Miwok, Pomo, and Wappo. These

native populations periodically increased between 5,000 BC and the arrival of the Spanish in the late 18<sup>th</sup> Century. Native villages and campsites were inhabited on a temporary basis and are found in several ecological niches due to the seasonal nature of their subsistence base. Remains of these early populations indicate that main villages, seldom more than 1,000 residents, were usually established along water courses and drainages. By the late 1760s, about 300,000 Native Americans lived in California (ABAG, 2021).

Tribal cultural resources are defined by Assembly Bill (AB) 52, Statutes of 2014, in PRC Section 21074), as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe.

## Regulatory Background

The State CEQA Guidelines were amended in July 2015 to include evaluation of impacts on tribal cultural resources. Tribal cultural resources include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe (Public Resources Code 21074).

## Significance Criteria

The proposed project impacts to tribal resources will be considered significant if:

- The project results in the disturbance of a significant prehistoric or historic archaeological site or a property of tribal cultural significance to a community or ethnic or social group or a California Native American tribe.
- Unique objects with cultural value to a California Native American tribe are present that could be disturbed by construction of the proposed project.

## Discussion of Impacts

The State CEQA Guidelines were amended in July 2015 to include evaluation of impacts on tribal cultural resources, which include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe. Assembly Bill (AB) 52 specifies that a project that may cause a substantial adverse change to a tribal cultural resource may result in a significant effect on the environment. AB52 requires tribes interested in development projects within a traditionally and culturally affiliated geographic area to notify a lead agency of such interest and to request notification of future projects subject to CEQA prior to determining if a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The lead agency is then required to notify the requesting tribe within 14 days of deeming a development application subject to CEQA complete with an invitation to consult on the project.

**18. a). Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the**

landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe? **No Impact.** As discussed under Cultural Resources (Section V), the Bay Area has locations that were historically used by Native Americans. Thus, there is the potential for the presence of unrecorded tribal cultural resources to be buried throughout the District. The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not require additional control equipment to be installed at the wastewater treatment systems or result in any construction or demolition activities. Therefore, the proposed amendments would not impact historic resources as identified in Public Resources Code 5020.1(k) for listing in a local register of historical resources (Public Resources Code Section 5020.1(k), and would not impact resources that have cultural value to a California Native American tribe.

Because the proposed amendments would not result in construction or grading activities, there would be no physical changes to a site, feature, place, cultural landscape, sacred place or object with cultural value to a California Native American Tribe. Furthermore, the proposed amendments to Rule 8-8 would not result in a physical change to a resource determined to be eligible for inclusion or listed in the California Register of Historical Resources or included in a local register of historical resources. The proposed amendments to Rule 8-8 would not result in impacts on historical and tribal resources as defined in Public Resources Sections 5020.1(k), or 5024.1. Therefore, no to tribal resources impacts are anticipated to occur as a result of implementing the amendments to Rule 8-8.

## Conclusion

Based upon these considerations, no adverse tribal cultural impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less-than-Significant Impact	No Impact
<b>XIX. UTILITIES / SERVICE SYSTEMS.</b> Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Given the large area covered by the BAAQMD, public utilities are provided by a wide variety of local agencies. Most industrial facilities have wastewater and storm water treatment facilities and discharge treated wastewater under the requirements of National Pollutant Discharge Elimination System (NPDES) permits. Water is supplied to affected facilities by several water purveyors in the Bay Area. Solid waste is handled through a variety of municipalities, through recycling activities and at disposal sites.



## **Water Demand**

Water is supplied to affected facilities by several water purveyors in the Bay Area. Most counties contain several water providers. The major water providers in the Bay Area include the following:

- Alameda County Water District – serves the Cities of Fremont, Newark, Union City and portions of Hayward.
- Bay Area Water Supply and Conservation Agency – serves San Mateo, Santa Clara, and Alameda counties.
- Contra Costa Water District – serves Clayton, Clyde, Pacheco, Port Costa, and parts of Martinez, Pleasant Hill, Walnut Creek, Antioch, Oakley, Brentwood, and Pittsburg.
- East Bay Municipal Utility District – serves Alameda, Alamo, Albany, Berkley, Castro Valley, Crockett, Danville, Diablo, El Cerrito, El Sobrante, Emeryville, Hayward, Hercules, Kensington, Lafayette, Moraga, Oakland, Orinda, Piedmont, Pinole, Pleasant Hill, Richmond, Rodeo, San Leandro, San Lorenzo, San Pablo, San Ramon, Selby, and Walnut Creek.
- Marin Municipal Water District – serves Marin, San Rafael, Mill Valley, Fairfax, San Anselmo, Ross, Larkspur, Corte Madera, Tiburon, Belvedere, and Sausalito.
- City of Napa Water Department – serves portions of Napa County.
- San Francisco Public Utilities Commission – serves San Francisco, San Mateo, Santa Clara, Alameda, and Tuolumne Counties.
- Santa Clara Valley Water District – serves Palo Alto, Mountain View, Sunnyvale, Santa Clara, San Jose, Milpitas, Purissima Hills Water District, and Stanford University.
- Solano County Water Agency – serves Fairfield, Suisun City, Vacaville, Vallejo, Solano Irrigation District, Maine Prairie Water District, University of California, Davis, and the California State Prison in Solano.
- Sonoma Water – serves northern Marin County and Sonoma County.
- Zone 7 Water – serves Livermore-Amador Valley, Sunol Valley, portions of the Diablo Range, California Water Service Company, Dublin San Ramon Services District, Livermore, and Pleasanton.

Water to supply the water agencies includes supplies from local and imported sources including: local sources (31%), Mokelumne (19%), Tuolumne (19%), Central Valley Project (15%), State Water Project (13%), and other (3%). Wastewater is also recycled for water use (ABAG, 2021).

## **Wastewater Treatment**

Urbanized and unincorporated areas of cities and counties throughout the Bay Area provide wastewater treatment facilities. These facilities include systems made up of pipelines, pipe stations, interceptor stations, and discharge stations. Treatment plants send wastewater through up to three treatment processes (primary, secondary, tertiary) depending on treatment requirements established by the pertinent RWQCB for the particular plant. The level of treatment is often dictated by where treated effluent is discharged (land, water body) and if there is an end use that requires higher treatment levels (recycling). Many of the Bay Area's wastewater treatment plants include primary and secondary treatment for wastewater, as well as

recycled water programs that require tertiary treatment. In many cases, secondary effluent is discharged into the San Francisco Bay, and wastewater from Solano County is pumped into the Delta. Wastewater is also recycled for other uses, such as agriculture, irrigation, or landscaping. Treatment requirements are promulgated by the RWQCB and are typically reviewed, along with treatment capacity, every 5 years. As a result of this process, planning and upgrading of treatment plants is an ongoing process for each plant.

Wastewater treatment in the Bay Area is provided by various agencies, as well as individual city and town wastewater treatment systems. There are approximately 55 wastewater treatment facilities within the Bay Area (ABAG, 2021). Rule 8-8 applies to industrial wastewater treatment operations at refineries in the Bay Area as well as a small group of other industrial facilities in the Bay Area that operate wastewater treatment facilities as part of their process, but does not apply to municipal wastewater treatment systems.

### **Stormwater Treatment**

Stormwater has been identified as urban runoff, which can be discharged over land or through storm sewer systems, often untreated with direct flow into water bodies, after a precipitation event. Stormwater is regulated at the regional, county, and city level. In the early 1990s, the RWQCB issued countywide municipal stormwater permits to operators of municipal separate storm sewer systems (MS4s) serving populations over 100,000. Subsequently, in 2015, the RWQCB reissued these countywide municipal stormwater permits as one Municipal Regional Stormwater NPDES Permit to regulate stormwater discharges from municipalities and local agencies in Alameda, Contra Costa, San Mateo, and Santa Clara Counties, as well as the Cities of Fairfield, Suisun City, and Vallejo. MS4s are defined as conveyance systems that are owned by cities or other public entities, are designed to collect, or convey stormwater (including gutters, storm drains, pipes, and ditches), and are not part of a combined sewer or a publicly owned sewage treatment plant. A General Permit for Discharge of Stormwater is also issued to small MS4s including Marin county and its cities, Napa County and its cities, San Francisco, Solano County, the City of Benicia, Sonoma County, Petaluma and the City of Sonoma (ABAG, 2021)

Additionally, each county has its own storm water pollution prevention programs (SWPPPs), which are intended to facilitate compliance with State and federal regulations through coordination with local municipalities, residents, businesses, and schools. These programs provide initiatives for preventing stormwater pollution; protecting and enhancing water quality in watersheds, waterways, creeks, and wetlands; and preventing water pollution in the San Francisco Bay and Pacific Ocean (ABAG, 2021).

### **Solid/Hazardous Waste**

Each Bay Area county, plus the Cities of Berkeley, Pittsburg, and San Jose, has a local enforcement agency (LEA) covering all solid waste facilities in the region. LEAs are responsible for ensuring the correct operation and closure of solid waste facilities in the State, as well as for guaranteeing the proper storage and transportation of solid wastes. LEAs issue operating permits to facilities, including landfills, transfer stations, material recovery, and composting facilities.

There are 14 privately operated landfills in the Bay Area with a total remaining capacity of 259,634,119 cubic yards, and daily throughput of 40,254 tons per day, and an estimated average of 46 percent remaining capacity (ABAG, 2021). In addition, there are 57 transfer stations in the Bay Area that receive solid waste and transfer it into containers or vehicles before it is finally disposed of or taken to a transformation facility. The maximum combined daily throughput capacity of the transfer stations in the Bay Area is 54,136 tons per day (ABAG, 2021).

There are no hazardous waste disposal sites within the jurisdiction of the Air District. Hazardous waste generated at facilities, which is not recycled off-site, is required to be disposed of at a licensed hazardous waste disposal facility. Two such facilities are the Chemical Waste Management Inc. (CWMI) Kettleman Hills facility in King's County, and the Safety-Kleen facility in Buttonwillow (Kern County). Hazardous waste can also be transported to permitted facilities outside of California.

## Regulatory Background

City and/or County General Plans usually contain goals and policies to assure adequate utilities and service systems are maintained within the local jurisdiction.

The Porter-Cologne Water Quality Control Act established SWRCB and divided the State into nine regions, each overseen by a separate RWQCB. Each RWQCB region is required to prepare and update a basin plan for its jurisdictional area. The RWQCBs also issue waste discharge requirements (WDRs) for discharges of privately or publicly treated domestic wastewater to locations other than surface water, such as groundwater basins. The Bay Area is largely within the San Francisco Bay RWQCB, with portions in the North Coastal, Central Coastal, and Central Valley RWQCBs.

The Resource Conservation and Recovery Act of 1976, Subtitle D (Subtitle D) focuses on State and local governments as the primary planning, regulating, and implementing entities for the management of nonhazardous solid waste, such as household garbage and nonhazardous industrial solid waste. Subtitle D provides regulations for the generation, transportation, and treatment, storage, or disposal of hazardous wastes. EPA developed federal criteria for the proper design and operation of municipal solid waste landfills and other solid waste disposal facilities, but State and local governments are the primary planning, permitting, regulating, implementing, and enforcement agencies for management and disposal subject to approval by EPA. EPA approved the State of California's program on October 7, 1993.

The California Construction Stormwater Permit (Construction General Permit), adopted by SWRCB, regulates construction activities that include clearing, grading, and excavation resulting in soil disturbance of at least 1 acre of total land area. The Construction General Permit authorizes the discharge of stormwater to surface waters from construction activities and prohibits the discharge of materials that contain a hazardous substance in excess of reportable quantities, unless a separate NPDES permit has been issued to regulate those discharges.

## Significance Criteria

The proposed project impacts on utilities/service systems will be considered significant if:

- The capacities of existing or proposed wastewater treatment facilities and the sanitary sewer system are not sufficient to meet the needs of the project.
- An increase in demand for utilities impacts the current capacities of the electric utilities.
- The existing water supply does not have the capacity to meet the increased demands of the project, or the project would use a substantial amount of potable water.
- The project increases demand for water by more than 263,000 gallons per day.
- The generation and disposal of hazardous and non-hazardous waste exceeds the capacity of designated landfills.

## Discussion of Impacts

**19. a). Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?. No Impact.** The potential water use and wastewater impacts associated with implementation of the proposed project were discussed under Hydrology and Water Quality (see Section X). The proposed amendments to Rule 8-8 would require monitoring for total organic compounds at industrial wastewater treatment facilities but would not require additional water use or generate additional wastewater. Further, the proposed project would not require any construction activities or alter storm water generation or runoff.

The potential increase in energy consumption associated with proposed project was discussed under Energy (see Section VI). The proposed amendments to Rule 8-8 would not require any additional increase in electricity or natural gas use and would not require any additional telecommunications facilities. Therefore, the proposed project would have no impact on water demand, wastewater treatment, storm water generation, energy use or telecommunication facilities.

**19. b). Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? No Impact.** The potential water demand impacts associated with implementation of the proposed project were discussed under Hydrology and Water Quality (see Section X). The proposed amendments to Rule 8-8 would require monitoring for total organic compounds at industrial wastewater treatment facilities but would not require additional water use. Therefore, no impacts on water demand would occur.

**19. c). Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? No Impact.** The proposed amendments to Rule 8-8 would not result in the construction of new equipment or change operations that would increase wastewater generation. The refineries treat wastewater generated onsite and will

continue to do so in the future. Therefore, the proposed amendments to Rule 8-8 would not impact or require additional capacity from any public wastewater treatment provider.

**19. d). Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? No Impact.** Additional monitoring for total organic compounds as a result of the proposed amendments to Rule 8-8 would not increase solid or hazardous wastes generated by the affected existing facilities. No waste generation impacts are expected due to implementation of the proposed rule amendments as no construction activities are required and no change in operations would occur. Routine maintenance of wastewater treatment facilities occurs today and will continue following implementation of the amendments to Rule 8-8. Therefore, no impacts to hazardous or solid waste disposal facilities are expected due to implementation of the proposed rule amendments. The affected refineries are expected to continue to comply with all applicable federal, state, and local statutes and regulations related to solid and hazardous wastes.

**19. e). Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? No Impact.** Additional monitoring for total organic compounds as a result of the proposed amendments to Rule 8-8 would not increase solid wastes generated by the affected existing facilities. No waste generation impacts are expected due to implementation of the proposed rule amendments as no construction activities are required and no change in operations would occur. Therefore, the project would not impact affected facilities from complying with federal, state, or local management and reduction statutes related to solid waste.

## Conclusion

Based upon these considerations, no adverse utilities and service system impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XX. WILDFIRE.</b> If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evaluation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Wildland fires are a natural part of the California landscape and the number of fires and their impact vary from year to year. 2022 was a moderate fire year by the California Department of Forestry and Fire Protection (CalFire), who reported that 362,455 acres of land burned because of 7,490 incidents, resulting in 9 fatalities and 876 structures damaged or destroyed.<sup>8</sup> In comparison, CalFire reported that 3,627,010 acres of land burned in 2020, because of 8,648 incidents, resulting in 33 fatalities and 11,116 structures damaged or destroyed.<sup>9</sup>

<sup>8</sup> CalFire Incident Reports <https://www.fire.ca.gov/incidents/2022>

<sup>9</sup> CalFire Incident Reports <https://www.fire.ca.gov/incidents/2020/>

While all of California is subject to some degree of wildfire hazard, there are specific features that make certain areas more hazardous. CalFire is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors (PRC Sections 4201–4204 and Government Code 51175–51189). Factors that increase an area’s susceptibility to fire hazards include slope, vegetation type and condition, and atmospheric conditions. CalFire maps significant fire hazard areas, referred to as Fire Hazard Severity Zones, and determines the requirements for special building codes designed to reduce the fire hazards in these areas.

Wildfire behavior is a product of several variables—primarily weather, vegetation, topography, and human influence—that combine to produce local and regional fire regimes that affect how, when, and where fires burn. Once a fire is started, the spread and behavior of a fire become a function of fuel characteristics, terrain, and weather conditions. Development that has spread into less densely populated, often hilly areas has increased the number of people living in heavily vegetated areas that are prone to wildfire. This area where wildlands meet urban development is referred to as the wildland-urban interface (WUI) and is subject to urban wildfire (ABAG, 2021)

People have intervened deliberately and dramatically in the natural fire regime through fire suppression and actions that affect fuel connectivity. Historically, fire suppression was used to prevent and limit wildfires. Contemporary fire management practices include fuel management activities that are intended to reduce the intensity and severity of wildfires.

Throughout the Bay Area, there is a full range of conditions and fire hazards, with all Bay Area counties except San Francisco having areas of High and Very High Fire Hazard in areas of CalFire responsibility. The areas of greatest wildfire hazard are concentrated in the hillside areas of San Mateo, Santa Clara, Sonoma, and Napa Counties, with smaller hazard areas in Marin County, the East Bay Hills of Alameda and Contra Costa Counties, and on the slopes of Mount Diablo.

Wildfires tend to be larger under drier atmospheric conditions and when fed by drier fuel sources. Several large wildfires in California have started by lightning storms coupled with dry fuels, including the Santa Clara Unit Lightning complex fires which burned in the Diablo Range in Santa Clara, Alameda, Contra Costa, San Joaquin, Merced, and Stanislaus counties in August 2020. In 2017, the Tubbs Fire caused substantial destruction in parts of Napa, Sonoma, and Lake counties. Believed to have been started by a private electrical system, the fire damaged 5,636 structures and resulted in 22 deaths, with much of the destruction in Santa Rosa (ABAG, 2021)

## **Regulatory Background**

The State of California has passed numerous laws to address wildfire and structural fires. Wildfire-prevention laws regulate activities in areas deemed by the state to be hazardous fire areas; the maintenance of buildings and other structures in areas covered by forest, brush, or other flammable materials; and the setting and burning of fires on open land.

Title 24 of the California Building Code sets forth the fire, life-safety and other building-related regulations applicable to any structure fit for occupancy statewide for which a building permit is sought. Title 24 Part 9 is the California Fire Codes that addresses automatic sprinkler systems,

fire-alarm systems, access by fire-fighting equipment, fire hydrants, explosion-hazards safety, hazardous materials storage and use, protection for first responders, industrial processes, and many other general and specialized fire-safety requirements for new and existing buildings.

Executive Order N-05-19 was issued in 2019 to address the increasing threat of wildfires due to climate change. The executive order was issued to earmark funding from the Greenhouse Gas Reduction Fund to active forestland management to reduce wildfires in the state. As a result, the 2019 Strategic Plan prepared by CalFire and the California Natural Resources Agency lays out central goals for reducing and preventing the impacts of fire in the State. The goals are meant to establish a natural environment that is more resilient and human-made assets that are more resistant to the occurrence and effects of wildland fire.

In addition to the 2019 Strategic Plan for California, individual CalFire units develop fire plans, which are major strategic documents that establish a set of tools for each CalFire unit for its local area. Updated annually, unit fire plans identify wildfire protection areas, initial attack success, assets and infrastructure at risk, prefire management strategies, and accountability within their unit's geographical boundaries.

Local cities and counties generally include safety elements in their General Plans that establishes goals and policies to assure adequate fire services are maintained within the local jurisdiction. Cities and counties also may establish building and fire prevention codes which place regulations on the separation of buildings, ventilation criteria, roof materials, landscaping, building access, and the installation of automatic fire-extinguishing systems in public buildings.

## Significance Criteria

The impacts to wildfires will be considered significant if:

- The project results in new structures located within or adjacent to lands classified as very high fire hazard severity zones
- The project adversely effects emergency response or emergency evacuation plans.

## Discussion of Impacts

**20. a) Substantially impair an adopted emergency response plan or emergency evaluation plan? No Impact.**

**20. b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? No Impact.**

**20. c). Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? No Impact.**

**20. d). Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**



**No Impact.** As discussed in Section IX - Hazards above, CalFire maps areas of significant fire hazard based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones, determine the requirements for special building codes designed to reduce the potential impacts of wildland fires on urban structures.

The refineries in the Bay Area are located within a non-Very High Fire Hazard Severity Zone, as the areas are urbanized, are located adjacent to the Bay and marshlands, and are not located adjacent to wildland areas. The refineries are located well outside Very High Fire Hazard Zones, which indicates that they are not subject to significant wildfire hazard. Implementation of proposed amendments to Rule 8-8 may require additional monitoring and repair if leaks are found, but they would not require new equipment or modification to refinery operations. Therefore, the proposed amendments would not have any impact related to wildland fires.

## Conclusion

Based upon these considerations, no adverse wildfire impacts are expected due to implementation of the proposed amendments to Rule 8-8.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XXI. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Discussion of Impacts

**21. a). Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? No Impact.** The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not change the operation of the wastewater treatment systems or result in any construction or demolition activities at the affected refineries.

As discussed in Section IV – Biological Resources above, the refineries are located in heavy industrial areas that have been developed and graded. Native biological resources have been removed and are non-existent. Further, the proposed project would not result in construction activities so no impacts to biological resources, including riparian, wetlands, or other sensitive communities, would be expected.

As discussed in Section V – Cultural Resources above, the proposed amendments to Rule 8-8, would not adversely affect historical or archaeological resources as defined in CEQA Guidelines §15064.5, or disturb human remains interred outside formal cemeteries. The affected facilities are located in heavy industrial areas that have already been graded and developed and no construction or demolition activities would occur due to the proposed project. Therefore, no impacts to cultural resources are anticipated to occur as a result of the proposed amendments to Rule 8-8.

Therefore, proposed amendments to Rule 8-8 do not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory, as discussed in the previous sections of the CEQA checklist. As discussed in Section IV - Biological Resources, Section V - Cultural Resources, and Section XVIII – Tribal Cultural Resources, no adverse impacts are expected to biological, cultural or tribal cultural resources.

**21. b). Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects). No Impact.**

The existing refineries include the operation of numerous units and equipment. The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not change the operation of the wastewater treatment systems or result in any construction or demolition activities at the affected refineries. Further, increased monitoring and repair of leaking equipment is expected to result in a reduction in total organic compounds, including methane emissions, providing overall beneficial impacts on air quality and GHG emissions, as well as toxic air contaminants and their related health impacts. Therefore, since no project impacts are expected, no cumulatively considerable impacts are expected either.

**21. c). Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly? No Impact.**

The proposed amendments to Rule 8-8 are designed to require monitoring and minimization of total organic and methane emissions from wastewater treatment units at refineries. The rule amendments would not change the operation of the wastewater treatment systems or result in any construction or demolition activities at the affected refineries. Further, increased monitoring and repair of leaking equipment is expected to result in a reduction in total organic compounds, including methane emissions, providing overall beneficial impacts on air quality and GHG emissions, as

well as toxic air contaminants and their related health impacts. Therefore, no direct or indirect impacts on human beings are expected.

# **CHAPTER 4**

## **REFERENCES**

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**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NEGATIVE DECLARATION**

**Proposed Amendments to  
Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems**

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 et seq, and Sections 15071 and 15074 of the CEQA Guidelines, the Board of Directors of the Bay Area Air Quality Management District (Air District) hereby adopts this Negative Declaration finding that the adoption of Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems will not have a significant effect on the environment.

**Project Name:** Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems.

**Project Description:** The Air District has regulatory authority over stationary sources of air pollution in the San Francisco Bay Area. The proposed amendments to Regulation 8, Rule 8 (Rule 8-8) address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from wastewater collection and separation systems at industrial facilities in the Bay Area. The proposed amendments would enact more stringent best available retrofit control technology (BARCT) levels at the refinery wastewater treatment systems by increasing frequency of leak inspections, updating leak detection methodologies and standards to include a wider range of organic compounds (including methane), and strengthening protocols for repairing and minimizing leaks. The amendments also include a number of other changes to improve enforceability of the provisions and expand sampling and monitoring requirements.

**Project Location:** The nine-county jurisdiction of the Bay Area Air Quality Management District, which includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties, and portions of southwestern Solano County and southern Sonoma County. A map of the project location is provided in Figure 2-1 on page 2-11 of the Initial Study attached hereto.

**Project Proponent and Lead Agency:** The Bay Area Air Quality Management District.

**Finding of No Significant Impact:** The Board of Directors of the Bay Area Air Quality Management District hereby finds, using its own independent judgment and analysis, that based on the whole record (including the Initial Study and public comments received) there is no substantial evidence that the proposed amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems will have a significant effect on the environment.

**Initial Study:** A copy of the Initial Study documenting the reasons supporting the finding of no significant impact is attached hereto.

**Mitigation Measures:** No mitigation measures need to be included in the project to avoid potentially significant effects, as the project will not have any potentially significant effects.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**FINAL STAFF REPORT  
APPENDIX D**

**Summary of Comments and Responses**

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# Summary of Comments and Responses on the Regulatory Package for Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems

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## List of Commenters

The following table lists the individuals and organizations from whom Air District staff received written comments prior to the November 26, 2023 comment deadline.

Commenter	Contact Information
Western States Petroleum Association (WSPA)	Kevin Buchan Senior Manager, Bay Area Regulatory Affairs Letter, November 26, 2023

## Drain Requirements

### *Drain repair requirements*

Comment: The commenter states that the amended rule will be more stringent due to the inclusion of methane in all standards, including vapor-tight requirements for drains, and expresses concern that Air District staff will find a drain to be in noncompliance with the standard and insufficient time will be allowed for operator remedy. The commenter accepts the expectation that “*facilities would take the appropriate steps to control this leak to comply with the proposed standards, including measures such as installing seals*” as stated in the Staff Report. However, the commenter is concerned that Air District staff may discover leaks during active draining, or under other unexpected conditions and require remedy in an unreasonable time frame. The commenter requests that the rule language in Section 8-8-315.1 be changed so that repair of any non-vapor tight drain discovered by Air District staff be completed within 7 days, rather than 24 hours as it is currently written in the draft amended rule. The commenter asserts that the most likely remedy would be the installation of seals that would require more than 24 hours to execute, as required when the leak is discovered by the APCO. The commenter contends that the rule language inappropriately requires “repair” to uncontrolled drains because they are not “broken”. The commenter also suggests changes to rule language to address “active drains”.

WSPA

Response: As stated in the Staff Report, the Air District acknowledges that the inclusion of methane in the proposed standards would increase stringency. The Air District agrees with the commenter that facilities would be expected to take appropriate steps to comply with proposed standards, and anticipates that the increased inspection frequency required under the proposed amendments would result in increased compliance with the standards, as well as expedited leak discovery and repair within the 7 days required by the proposed amendments when the leak is discovered by the owner/operator. Additionally, the increased inspection frequency should minimize the likelihood of the APCO making the initial discovery of a leak during an inspection. Also, “leak repair” is defined in proposed amended Section 8-8-209; while the installation of a seal is one potential option for leak repair, the leak repair definition is intended to provide flexibility and allow the facility to reduce leakage (as defined in the proposed amendments) in a manner that is most effective and appropriate for the specific circumstance and leak. Therefore,

the changes to the proposed rule language in Section 8-8-315.1 requested by the commenter are not necessary and are unwarranted.

Regarding comments and suggested changes to rule language on “active drains”, please see the response to the comment on “*Active Drains*” below.

### ***Active drains***

Comment: The commenter states that it is not appropriate to check for leaks when organic material is actively being drained. The commenter suggests that language be added to Section 8-8-603 that specifies that vapor-tightness for drains needs to be assessed at a time when material is not actively being drained.

WSPA

Response: The Air District’s longstanding and current practices and procedures for leak inspections align with the commenter’s description, therefore the commenter’s suggested changes to the rule language are not necessary.

## **Methane Inclusion**

### ***Methane inclusion***

Comment: The commenter states that while there has not been any indication or study showing that methane from wastewater collection systems or aerobic treatment systems is significant enough to warrant quantification, carbon adsorption systems that the District previously approved (and in some cases specified) for controlling hydrocarbon vapors do not control methane. The commenter states that there could potentially be some instances where these systems achieve 95% control of non-methane hydrocarbons but do not comply with the requirement for 95% control of total organic carbon. The commenter states that wastewater systems would need to retrofit vapor controls to include an incineration system with associated assist gas, which would likely not be cost-effective and would increase greenhouse gas (GHG) emissions. The commenter proposes that the following language be added to Section 8-8-315.2: “In cases where existing controls (including but not limited to carbon adsorption systems) do not meet the 95% destruction efficiency requirement solely because of methane, retrofits will only be required to the extent that they actually reduce GHG overall and are shown to be cost-effective.”

WSPA

Response: Proposed amended Section 8-8-315.2 allows for 95% control or meeting an outlet concentration of 500 ppm by volume total organic compounds (expressed as methane). As stated in the Staff Report, in the case of an abatement system that may not be able to achieve 95 percent control efficiency of methane, demonstration of an outlet concentration of less than 500 ppmv [expressed as methane] would also meet the requirements of Section 8-8-315. The Air District does not anticipate that additional incineration systems would need to be added as a result of the proposed amendments, and therefore, the commenter’s suggested rule changes are not necessary.

## **Exemption for Systems Less than 760 Liters Per Day**

### ***Facilities affected by change in exemption for systems less than 760 liters per day***

**Comment:** The commenter states that the removal of the exemption in Section 8-8-110 appears to impose additional conditions on non-refinery entities and asks if the Air District has conducted outreach to the affected facilities. The commenter states that the facilities may now require controls, and such sources were neither named in the Staff Report or Socioeconomic documents nor was the cost effectiveness analysis performed for sources affected by this change. The commenter states that Health & Safety Code Section 40728.5(b)(1) requires that affected entities be described in the rule making documents.

WSPA

**Response:** Section 8-8-110 was removed for clarity and is unlikely to impose additional conditions on regulated non-refinery facilities. Section 8-8-110 is a duplicative limited exemption (for wastewater separators that process less than 760 gallons per day) from the requirements of Section 8-8-301 (for wastewater separators with a design capacity greater than 760 gallons per day). Air District staff is not aware of any permitted non-refinery facility operating wastewater separators below their design capacity as a means to qualify for this limited exemption. Wastewater separators operating at refineries would be exempt from the requirements of Section 8-8-301 by new proposed Section 8-8-118 which would exempt wastewater separators at refineries from the requirements of Section 8-8-301 along with other previously imposed requirements.

## **Prohibition of Discharges**

### ***Prohibition of discharges of non-aqueous phase hydrocarbon streams into wastewater collection system components***

**Comment:** The commenter states that a significant amount of petroleum industry wastewater could be interpreted as meeting the definition of “non-aqueous phase hydrocarbon streams” and would therefore be prohibited from being discharged into the wastewater collection system under Section 8-8-316. The commenter states that this language in Section 8-8-316 does not reflect the interpretation included in the Staff Report. The commenter also states that there are several instances in which small amounts of hydrocarbons need to get routed to drains (for example: a pump leaks and drips into a drain; a thermal relief safety system for a hydrocarbon pipe necessitates relief to a drain), and the cost effectiveness analysis for the proposed amendments need to include costs for piping of all potential thermal relief and seal drips into a new system.

The commenter states that current Air District Rules 8-18 and 8-28 contemplate these activities and have addressed those with the highest emission risk. The commenter also states that other activities (for example: surface residual runoff, dock sumps, active drain slots at hazardous waste

pads, and slot drains used during equipment cleaning) would also be prohibited under the proposed amendments.

WSPA

Response: The Air District disagrees with the commenter's claim that a significant amount of petroleum industry wastewater would meet the proposed Section 8-8-212 definition of "non-aqueous phase hydrocarbon streams," and is not aware of substantial evidence of this claim or potential issues related to the definition or prohibition.

The Staff Report is intended to provide further information, including information on intent and examples, beyond the regulatory language. As stated in the Staff Report, the standard is intended to prohibit regular, programmatic, or significant discharges of non-aqueous phase hydrocarbon streams into the wastewater collection system. Air District staff understands that there may be instances in which drips or small spills of non-aqueous phase hydrocarbons may be discharged into drains or other wastewater system components, such as those discussed by the commenter. Should these discharges be observed by Air District enforcement staff, further monitoring or procedural review may take place to determine if the discharge is incidental or insignificant, or if enforcement is warranted. This interpretation is consistent with the language in Section 8-8-316 prohibiting the discharge of non-aqueous phase hydrocarbon streams. As such, the Air District does not anticipate that new piping of thermal relief devices and seal drips (or new piping for the other activities stated by the commenter) would be required, and would not be an expected cost required for compliance with the proposed amendments.

#### ***Prohibition of discharges of free phase organic streams into wastewater secondary treatment***

Comment: The commenter states that many discharges would be disallowed by the proposed definition of "free phase organic liquid" because hydrocarbons typically do not mix well with water (and oil-water separators are designed to take advantage of this fact). The commenter states that during the treatment process, "dissolved" hydrocarbons can sometimes come out of solution under certain conditions.

WSPA

Response: The proposed amendments add prohibitions for discharge of free phase organic liquid streams into secondary treatment process components. Air District staff understands that throughout the secondary treatment system, separation of small amounts previously entrained hydrocarbons or organic liquids may occur. This is understood to be a normal part of the treatment process and does not meet the definition of discharge of a free-phase organic liquid stream. As stated in the Staff Report, samples taken by Air District staff to determine compliance with this standard will be taken at the point of discharge into secondary treatment; as such, these samples would not be anticipated to be impacted by the potential issues of downstream separation and formation of sheen discussed by the commenter.



### ***Contradiction between Section 8-8-316 and California/Federal Pollution Prevention Laws***

Comment: The commenter states that proposed Section 8-8-316 would prohibit refineries from taking advantage of the California exemption for managing oily waste to recover hydrocarbons under H&SC 25143.2(d)(2)(C). The commenter states that this exemption allows refineries to minimize overall wastes by capturing and recycling hydrocarbons (either in mostly hydrocarbon form or as small amounts present in wastewaters), and that the proposed definition in Section 8-8-204 of Free Phase Organic Liquid appears to prohibit recovery of hydrocarbons, as it could be strictly interpreted to include aqueous solutions that have a visible sheen or emulsification of oil on top. The commenter states that most of the aqueous solutions with recoverable hydrocarbons that are managed will have a sheen or visible surface presence, which is what API Separators are designed to manage. The commenter states that proposed Section 8-8-316 has the potential to end the recovery of hydrocarbons from hydrocarbon-bearing aqueous solutions, resulting in a large volume of liquid that would need to be disposed as hazardous waste offsite rather than recycled onsite.

WSPA

Response: The prohibition of discharges of free phase organic liquid streams in proposed Section 8-8-316 is intended to ensure that wastewater separation systems, including oil-water separators, dissolved air flotation units, dissolved nitrogen flotation units, and induced static flotation units, are adequately removing hydrocarbons from wastewater streams, and that this removal takes place under vapor-tight conditions. The proposed amendments would not prohibit refineries from recovering hydrocarbons from wastewater streams; they would only prohibit discharge of free phase organic liquids into secondary treatment systems, thereby encouraging the effective performance of these separation systems, including effective removal and recovery of hydrocarbons prior to secondary treatment. Additionally, if there are further opportunities to recover hydrocarbons in wastewater that do not conflict with the discharge provisions, those are not expressly prohibited by the proposed amendments.

### ***Conflict between Section 8-8-316 and Federal SPCC regulations***

Comment: The commenter states that proposed Section 8-8-316 conflicts with Federal SPCC regulations that require facilities to provide containment for equipment containing hydrocarbons (general containment). The commenter states that, based on SPCC requirements on drainage and discharge and EPA guidance, oil-water separator units comprise a portion of SPCC secondary containment systems, and proposes changes to Section 8-8-316 to address this issue and allow for accidental or incidental releases of non-aqueous phase hydrocarbon or free phase organic liquid.

The commenter also suggests that the definition of “free phase organic liquid” in Section 8-8-204 be revised to refer to “hydrocarbon liquid, that is present as a discrete liquid phase” (i.e., delete the subsequent text). The commenter also suggests that the definition of “non-aqueous phase hydrocarbon stream” in Section 8-8-212 be revised from “organic liquids not dissolved in, or mixed with, wastewater” to “organic liquids not dissolved in, or mixed with, or floating on top of wastewater”.

Response: The Federal Spill Prevention, Control, and Countermeasure (SPCC) regulations cited by the commenter do not require that facilities use oil-water separators as secondary containment systems. While the EPA guidance notes that an oil-water separator could be used to retain discharges as an example, the SPCC regulations do not require this specific method or approach, and the SPCC regulations and EPA guidance list several other methods that may be used to provide secondary containment, including dikes, berms, or retaining walls; curbing or drip pans; culverting, gutters, or other drainage systems; weirs, booms, or other barriers; or sorbent materials. Therefore, the proposed amendments are not in conflict with Federal SPCC regulations, and the commenter has not provided substantial evidence to support the need for the suggested changes to proposed Section 8-8-316.

Additionally, the commenter has not provided substantial evidence to support the need for the suggested changes to proposed definitions in Section 8-8-204 or 8-8-212. See response to comment on “*Prohibition of discharges of non-aqueous phase hydrocarbon streams into wastewater collection system components*”.

## **Implementation and Effective Date**

### ***Effective dates for proposed amendments***

Comment: The commenter states that the rule amendments do not identify a reasonable compliance timeframe should existing control systems be insufficient to ensure compliance with rule amendments and/or if any new systems need to be put in place. The commenter states that if new equipment is necessary, time is needed to plan, budget, permit, and safely install the equipment into the facility’s operations. The commenter requests a compliance timeline of 3 to 5 years from the time that the District issues the requisite preconstruction permit for the equipment.

Response: As discussed in the Staff Report, the Air District does not anticipate that installation of new control equipment would be required under the proposed amendments. Therefore, the additional rule language and delayed compliance timeline suggested by the commenter is not necessary.

## **Sampling and Testing**

### ***Wastewater Organic Concentration Monitoring at Refineries***

Comment: The commenter requests that monitoring of wastewater organic concentrations be performed as a study outside of the regulation as the sampling is intensive, costly, and often a duplicate of testing required under each site’s NPDES permit. The commenter states that H&SC §40728.5(6) requires an air district to state the necessity of adopting or amending a regulation to attain state and federal ambient air standards. The commenter states that while sampling will

assist with building an emissions baseline and quantifying emissions, it does not contribute to attaining state and federal ambient air standards. The commenter proposes that the Air District either remove Section 8-8-507 entirely or revise to include a sunset date two years after adoption.

WSPA

Response: The Air District recognizes that the proposed sampling requirements can result in additional costs, and has included an estimate of these costs in the Staff Report and related analyses. The Air District is not aware of any specific proposed sampling requirement that is duplicative of other required NPDES testing, nor has the commenter provided any specific examples of such duplications. Additionally, the proposed amendments provide flexibility, both in terms of test methods and sampling schedules, to allow for the efficient use of testing and sampling resources where appropriate.

The commenter has not provided substantial evidence to justify the suggested removal of this requirement or a sunset date two years after adoption. As stated in the Staff Report, wastewater characteristics and related emissions can fluctuate and may be highly episodic. These sampling requirements are needed to improve characterization and quantifications of the potential for emissions from these secondary treatment systems, as well as better understand the performance and efficacy of these wastewater separation and treatment systems.

Regarding Health & Safety Code Section 40728.5(b)(6), please see the section “Health and Safety Code Requirements” for the response to the comment on “*Necessity*”.

#### ***Section 8-8-504***

Comment: The commenter states that the proposed language requires detectors that have "been approved by the APCO". The commenter requests staff provide which detectors the APCO has approved, and the process/criteria and timeline for approval. The commenter also states that page 21 of the Staff Report mentions that facilities can use PIDs (which do not detect methane), but Air District inspectors have previously issued NOV's to people using PIDs to evaluate compliance with standards expressed "as methane". The commenter requests clarification of the apparent discrepancy.

WSPA

Response: Detectors are approved on a case-by-case basis by the APCO. The facility would need to submit the specifications of the device they intend to use, demonstrate that it meets EPA Method 21 requirements, and ensure it can be calibrated as detailed in EPA Method 21. Air District staff works as expeditiously as possible to review, evaluate, and approve submittals and requests, however, the timing of any approval process can be highly dependent on the completeness and adequacy of the information submitted.

The section of the Staff Report referenced by the commenter provides an overview of the types of detectors available. While information on PIDs is provided in the Staff Report, the Staff Report notes that FIDs are expected to be used to determine compliance with the proposed total

organic compound standards, as PIDs cannot measure methane as required by the proposed amendments.

### ***Section 8-8-506***

Comment: The commenter states that annual source testing requirements under proposed Section 8-8-506 is burdensome and unnecessary and/or a surrogate like temperature monitoring should be allowed. The commenter states that once the design is certified and initial source test completed, the data is used to estimate emissions.

WSPA

Response: Proposed amended Section 8-8-506 allows for parametric monitoring or other periodic source testing for permitted abatement devices. Section 8-8-506 states that the section does not apply to any device that is subject to parametric monitoring or periodic source testing in accordance with an Air District permit to operate.

### ***Sampling effective date and frequency***

Comment: The commenter states that refineries are relatively unfamiliar with some of the test methods listed in Section 8-8-605, and it is not feasible to implement sampling on the date that the rule is adopted as identified in Section 8-8-507. The commenter requests that all the dates identified in Section 8-8-507 be delayed by one year to allow time for laboratory evaluation/bidding/contracting and personnel training. The commenter also suggests adding a new Section 8-8-507.3 to allow operators to submit a request to decrease sampling system frequency after eight quarterly samples have been obtained.

WSPA

Response: The test methods listed in Section 8-8-605 are well established and commonly used methods in water and wastewater sampling. Air District experience suggests wide availability of local laboratories, vendors, and contractors that would be capable of providing these services, and additional time would not be required to conduct this sampling. Given that the Air District published draft rule amendments in May 2023 and proposed amendments in October 2023, and the first required sampling must occur within 30 days of adoption (anticipated in December 2023), affected facilities have had, and continue to have, adequate notice and time for planning required to meet these sampling requirements. In addition, proposed Section 8-8-605.4 allows for the use of alternative methods if determined to be equivalent by the EPA or approved by the APCO, providing additional flexibility for facilities if there are equivalent methods that are more readily accessible.

The commenter has not provided substantial evidence to justify the suggested language for reduced sampling frequency. The rule language allows for quarterly sampling after the initial six monthly samples. As stated in the Staff Report, wastewater characteristics and related emissions can fluctuate and may be highly episodic. These sampling requirements are needed to improve characterization and quantifications of the potential for emissions from these secondary

treatment systems, as well as better understand the performance and efficacy of these wastewater separation and treatment systems.

### ***Section 8-8-601 clarification***

Comment: The commenter states that Section 8-8-601 does not clearly identify the intent that this testing only applies to facilities interested in the limited exemption in Section 8-8-113.2. The commenter suggests revisions to this section to clarify.

WSPA

Response: Section 8-8-113.2 clearly references the testing and methods that are required for the limited exemption. Other testing requirements throughout the rule also clearly reference the applicable test methods that are required for compliance with those specific sections.

### ***Equivalent test methods***

Comment: The commenter states that although Sections 8-8-601 and 8-8-605 allow for alternative methods determined to be equivalent by the EPA and approved by the APCO, EPA makes relatively few determinations of method equivalency and often may take years to do so. The commenter suggests the District change the language to replace "...and [approved by the APCO]" with "...or [approved by the APCO]".

WSPA

Response: The Air District has updated the proposed amendment language in proposed Section 8-8-601 and Section 8-8-605 to provide additional flexibility as suggested by the commenter. The language in the updated proposed amendments allow for alternative methods if determined to be equivalent by the EPA "or" approved by the APCO.

### ***EPA Method 1664A***

Comment: The commenter states that in proposed Section 8-8-605.1, the District has specified EPA Method 1664A, and asks if there is any reason why the more recent 1664B (which was approved in 2010) was excluded.

WSPA

Response: In proposed Section 8-8-605, the Air District allows for use of the specified method or latest revision to provide for additional flexibility. For this provision, either EPA Method 1664A or 1664B would be acceptable.

### ***EPA Method 5310D***

Comment: The commenter states while Method SM 5310D specified in Section 8-8-605 is listed by the National Environmental Methods Index (NEMI), NEMI identifies that “The method is not suitable for the determination of volatile organic constituents” and cites Standard Methods Online, which in turn notes that one of the major changes since 2012 is that “The Wet-Oxidation Method (5310D) was dropped from this edition.” The commenter states that a recent EPA Federal Register notice regarding methods also mentions only 5310B and 5310C without mentioning 5310D.

WSPA

Response: The proposed amendments require analysis for “total organic carbon content” as defined by EPA Method SM 5310D. Although not all organic compounds in the wastewater may be considered volatile organic compounds, these compounds still have the potential to be emitted throughout the wastewater collection, separation, and treatment processes. SM 5310D is the latest revision of the method, but the earlier revisions 5310B and 5310C are also acceptable.

### ***BAAQMD Manual of Procedures Test Methods***

Comment: The commenter states that while proposed Section 8-8-604 refers to the BAAQMD Manual of Procedures (MOP), Volume IV, ST-7, industry is finding that the Air District is leaning away from some of the historic MOP procedures. The commenter states that they are uncertain whether the Air District source testing group would approve this method for abatement efficiency determination. The commenter states that it would be beneficial to provide flexibility in this section, and suggests changes in this section to allow another method that Air District approves as part of the source test protocol submittal process.

WSPA

Response: The Air District continues to use procedures in the Air District Manual of Procedures, however, the Air District recognizes that additional flexibility or alternative methods may be warranted or necessary in some instances. The Air District has updated the proposed amendments in Section 8-8-604 to allow for other methods approved by the APCO.

## **Health and Safety Code Requirements**

### ***Necessity***

Comment: The commenter states that the Air District is not complying with applicable rulemaking requirements in Sections 40727 through 40728.5 of the state’s Health and Safety Code, including H&SC 40727(a) requirements for the board to make findings of necessity. The commenter states that the sole reason given by the Staff Report for necessity is that the Bay Area is nonattainment for ozone, “and further reductions [of] precursor organic compound emissions are needed for attainment and maintenance of the standards”. The commenter states that the Air District’s air monitoring data show that the monitors with the highest ozone concentrations and most exceedances--i.e., those that drive the nonattainment designation—are those in Livermore

and the Santa Clara Valley, neither of which are impacted by refinery emissions. The commenter states that ozone formation can be VOC- or NO<sub>x</sub>-limited, however nothing in the record shows whether VOC reductions or NO<sub>x</sub> reductions are what are needed to reduce the ozone formation.

The commenter also states that the Air District did not evaluate the necessity of amending the rule to attain ozone standards as required by H&SC 40728.5(b)(6). The commenter states that H&SC §40728.5(6) requires the BAAQMD to state the necessity of adopting or amending a regulation to attain state and federal ambient air standards, and the sampling of the wastewater treatment system at refineries does not contribute to attaining state and federal ambient air standards.

WSPA

Response: Health & Safety Code Section 40727(a) requires that an air district adoption or amendment of a rule must be supported by certain findings, among them a finding of “necessity” for the rule. Health & Safety Code Section 40728.5(b) also requires that an assessment of socioeconomic impacts be performed, and include the necessity of adopting, amending, or repealing the rule or regulation to attain state and federal ambient air standards. “Necessity” is defined in Section 40727(b) to mean that “a need exists for the regulation, or for its amendment or repeal, as demonstrated by the record of the rulemaking authority.” The meaning of “necessity” in Section 40727(a) is further illuminated by Health & Safety Code Section 40001(c) which provides that “prior to adopting any rule or regulation to reduce criteria pollutants, a district shall determine that there is a problem that the proposed rule or regulation will alleviate and that the rule or regulation will promote attainment or maintenance of state or federal ambient air quality standards.”

These statutory provisions do not require a showing that a proposed rule or amendment will, by itself, bring about compliance with ambient air quality standards. Nor do these provisions require a comparison of a proposed rule with other rules that may be possible to adopt. Contrary to what the comments imply, the finding of “necessity” need not be based on a showing that a proposed rule or amendment is the only available option for reducing emissions, or even that it is the best available option. Moreover, a finding of “necessity” may be supported even where ambient air quality standards have been achieved if the rule is an appropriate measure to help maintain that status. Read together, Sections 40727 and 40001 clarify that the “necessity” finding is a demonstration based on the rulemaking record that a proposed rule or amendment will achieve progress towards attainment or maintenance of federal or state ambient air quality standards.

While the proposed sampling and monitoring requirements in the proposed amendments do not directly reduce emissions, the requirements will alleviate issues associated with quantifying and characterizing emissions from these sources, and promote the attainment or maintenance of ambient air quality standards through this improved quantification and understanding of organic emissions sources.

### *Clarity*

Comment: The commenter states that the District is not complying with H&SC 40727(a) requirements to make findings of clarity. The commenter disagrees with the Staff Report

statement that the proposed amendments to Rule 8-8 are written so that their meaning can be easily understood by the persons directly affected by them, and have specified in various previous comments which aspects of the rule language are not easily understood. The commenter states that the current draft Section 8-8-316 is ambiguous and does not meet the clarity requirement of H&SC §40727.

WSPA

Response: As discussed in the Staff Report, the California Health and Safety Code Section 40727(b)(3) states that “‘Clarity’ means that the regulation is written or displayed so that its meaning can be easily understood by the persons directly affected by it.” The proposed amendments to Rule 8-8 are written so that its meaning can be easily understood by the persons directly affected by them, and further details in the Staff Report clarify the proposals, delineate the affected industry, compliance options, and administrative requirements for the industries subject to this rule. The Air District has responded to comments indicating a perceived lack of clarity regarding specific rule language in the Staff Report and throughout this document, including specific aspects about proposed Section 8-8-316 raised by the commenter.

### ***Regulatory Impacts Analysis***

Comment: The commenter states that H&SC 40727.2(c) requires the Air District’s rulemaking analysis to “compare the elements of each of the identified applicable federal air pollution control requirements to the corresponding element or elements of the district’s proposed new or amended rule or regulation”, and 40727.2(e) states that if there are differences, the Air District’s analysis shall note those differences. The commenter states that the Staff Report makes only cursory mention of the applicable federal air pollution control regulations, with no such comparisons.

WSPA

Response: The Regulatory Impacts Analysis included in Table 5 of the Staff Report includes the necessary information to adequately meet the applicable requirements of California Health and Safety Code Section 40727.2. The information is presented in matrix or tabular format, and compares the proposed amendments to the identified applicable federal air pollution control requirement. The Staff Report makes note of any differences between the sets of provisions, providing details where appropriate.

### ***Socioeconomic impacts***

Comment: The commenter states that H&SC 40728.5 requires that the Air District’s assessment of socioeconomic impacts address impacts to all businesses, including small businesses. The commenter states that the Staff Report and Socioeconomic Analysis instead focus on refineries, even though several of the rule changes—including the removal of the low-volume exemption in Section 8-8-110 and the change in the definition of “Total Organic Compounds” to include methane—also apply to non-refineries. The commenter states this is particularly relevant given



that controls that the District has commonly approved as BACT for oil-water separators (i.e., carbon drums) are known to not control methane well.

WSPA

Response: The Socioeconomic Impact Analysis includes an evaluation of the potential significant socioeconomic impacts as required by California Health and Safety Code Section 40728.5. Air District Rule 8-8 applies to refineries as well as non-refinery industrial wastewater systems. As stated in the Staff Report, the proposed amendments to Rule 8-8 include updates to leak detection methods and related definitions that would apply to both refinery and non-refinery industrial systems, however the Air District understands that these updated methods are currently in use by all affected facilities and reflect the current industry practice, and therefore would not result in additional impacts. Additionally, the Air District is not aware of any facility utilizing the limited exemption in current Section 8-8-110 being proposed for deletion. Therefore, the Socioeconomic Impact Analysis focuses on industries and facilities expected to incur compliance costs.

### ***Emission Reduction Potential***

Comment: The commenter states that H&SC 40728.5(b)(5) requires the Air District to evaluate the emission reduction potential of the rule or regulation, and the Air District has not done this evaluation. The commenter states that within the Staff Report and the Socioeconomic Impacts Analysis, there appears to be no quantification of estimated emission reductions to be made from the proposed rule changes. The commenter states that those estimated reductions should be quantified and published.

WSPA

Response: California Health and Safety Code Section 40728.5(a) states that whenever a district intends to propose the adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations, that agency shall, to the extent data are available, perform an assessment of the socioeconomic impacts of the adoption, amendment, or repeal of the rule or regulation. The Staff Report provides relevant information about emissions and emission reductions to the extent available. As discussed in the Staff Report, quantitatively estimating the anticipated emission reductions from these changes may be too speculative and uncertain to accurately predict. Further information about these potential uncertainties and various unpredictable factors is provided in the Staff Report. In addition, historical information on previous Rule 8-8 amendment efforts has been provided in the Staff Report to provide further context of the costs and emission reductions associated with inspection programs and existing requirements. The information presented provides the best available information for consideration by the Air District Board of Directors.

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**Kevin Buchan**  
Senior Manager  
Bay Area Regulatory Affairs

November 26, 2023

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

sent via email: [ruledevelopment@baaqmd.gov](mailto:ruledevelopment@baaqmd.gov)

Re: WSPA Comments on Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems

Dear Ms. Dixit,

The Western States Petroleum Association (WSPA) is a non-profit trade association representing companies that explore for, produce, refine, transport and market petroleum, petroleum products, natural gas and other energy supplies in California, Arizona, Nevada, Oregon, and Washington. Our members in the Bay Area have operations and facilities regulated by the Bay Area Air Quality Management District (BAAQMD or District).

WSPA provides the following comments on the proposed amendments to Regulation 8, Rule 8.

### **General Outreach**

Section 8-8-110. The BAAQMD appears to be imposing additional conditions on non-refinery wastewater systems. Has the BAAQMD conducted the necessary outreach been conducted for non-refinery affected entities. It appears that through elimination this exemption many non-refinery wastewater separators throughout the Bay Area may now require controls. Affected sources were neither named in the Staff Report or Socioeconomic documents nor was the cost effectiveness analysis performed for sources affected by this change. H&S Code 40728.5(b)(1) requires that affected entities be described in the rule making documents.

### **Socioeconomic Analysis and Rule Compliance with State Health and Safety Code**

The District is not complying with applicable rulemaking requirements in Sections 40727 through 40728.5 of the state's Health and Safety Code (H&SC or HSC). Specifically,

H&SC 40727(a) states that among other things, the board needs to make findings of necessity and clarity.

Necessity means that a need exists for the regulation “as demonstrated by the record”. The sole reason given by the Staff Report is that the Bay Area is nonattainment for ozone, “*and further reductions [of] precursor organic compound emissions are needed for attainment and maintenance of the standards*”. The District’s own air monitoring data show that the monitors with the highest ozone concentrations and most exceedances--i.e., those that drive the nonattainment designation—are those in Livermore and the Santa Clara Valley, neither of which are impacted by refinery emissions. Ozone formation can be VOC- or NO<sub>x</sub>-limited, however nothing in the record shows whether VOC reductions or NO<sub>x</sub> reductions are what are needed to reduce the ozone formation.

The District’s staff report states that “*The proposed amendments to Rule 8-8 are written so that their meaning can be easily understood by the persons directly affected by them.*” WSPA disagrees. We have specifically detailed which aspects of the rule language are not easily understood in our June 7, 2023, comment letter, in our verbal comments to District staff on July 21, 2023, our e-mailed comments to staff on August 30, 2023 and in our comments below.

H&S Code §40727 requires that a regulation is written or displayed so that its meaning can be easily understood by the persons directly affected by it. The current draft Section 8-8-316 is ambiguous and does not meet the clarity requirement of H&S Code §40727.

H&SC 40727.2(c) requires that the District’s rulemaking analysis “*shall compare the elements of each of the identified applicable federal air pollution control requirements to the corresponding element or elements of the district’s proposed new or amended rule or regulation*”, and 40727.2(e) states that if there are differences, the District’s analysis shall notes those differences. The District’s staff report makes only cursory mention of the applicable federal air pollution control regulations, with no such comparisons.

H&SC 40728.5 requires that the District’s assessment of socioeconomic impacts address impacts to all businesses, including small businesses. The District’s Staff Report and Socioeconomic Analysis instead focus on refineries, even though several of the rule changes—including the removal of the low-volume exemption at 8-8-110 and the change in the definition of “Total Organic Compounds” to include methane—also apply to non-refineries. This is particularly relevant given that controls that the District has commonly approved as BACT for oil-water separators (i.e., carbon drums) are known to not control methane well.

H&SC 40728.5(b)(5) requires the District to evaluate the emission reduction potential of the rule or regulation, which the District has not done.

H&SC §40728(b)(5) for Emission Reduction Potential. Under this H&S Code one element required for rulemaking to take place is that the emission reduction potential of the rule or regulation must be quantified. Within both the Staff Report and the Socioeconomic Impacts Analysis there appears to be no quantification of estimated emission reductions to be made from the proposed rule changes. Those estimated reductions should be quantified and published.

H&SC 40728.5(b)(6) requires that the District evaluate the necessity of amending the rule to attain ozone standards, which the District did not do.

HSC §40728.5(6) requires the BAAQMD to state the necessity of adopting or amending a regulation to attain state and federal ambient air standards. Based on the staff report, intensive sampling of the wastewater treatment system at refineries will build an emissions baseline.

While this sampling could assist with quantifying emissions, it does not contribute to attaining state and federal ambient air standards.

### 8-8-315 Requirements for Drains

Based on meetings with staff, WSPA's understanding is that the principal mitigation being mandated by this requirement is water seals/drain traps to prevent vapors from coming up from the wastewater collection system through drains, and that the requirement is triggered by a Method 21 survey finding a total organics concentration of 500 ppmvC<sub>1</sub> or more. The proposed requirement is more stringent than the current version of Regulation 8-8 because it proposes that the 500 ppmvC<sub>1</sub> threshold apply to organics including methane. The current rule applies the thresholds to organics excluding methane.

Vapor-tight drains can therefore be divided into two categories, those that are already equipped with seals/traps and those that are uncontrolled, but which have not historically had concentrations of 500 ppmvC<sub>1</sub> or more (based on the current semiannual monitoring requirements). Page 27 of the District's staff report states that "*In the case that an uncontrolled drain or other wastewater system component registers as a leak with a non-vapor tight reading of over 500 ppmv [expressed as methane], it is expected that facilities would take the appropriate steps to control this leak to comply with the proposed standards, including measures such as installing seals*". WSPA does not take issue with that statement.

However, WSPA is concerned that the proposed rule language is not consistent with the staff report language. Specifically, in the case of an uncontrolled drain/component where District inspectors find a reading of over 500 ppmv, Section 8-8-315.1 identifies that this "*shall constitute a violation of the Rule*" whether it is minimized and repaired in a timely manner or not, and requires it be "repaired" within 24 hours. It is unclear how an uncontrolled drain/component would be "repaired", given that it is not "broken".

The appropriate step to control the drain would be to install a seal/trap, which is often not going to be feasible within 24 hours. For consistency with the Staff Report—and keeping in mind the fact that readings are not always steady, sometimes due to conditions such as air entrainment (as is mentioned on page 13 of the Staff Report)—WSPA proposes the following changes to 8-8-315.1 (in ~~strikeout~~):

- 315.1 All wastewater collection system components and wastewater separation system components shall be vapor-tight. Any component discovered ~~by the owner or operator~~ not to be vapor-tight shall be repaired or controlled in accordance with the schedule in Section 8-8-405. ~~Any component discovered by the APCO not to be vapor-tight shall constitute a violation of this Rule and shall be repaired within 24 hours in accordance with Section 8-8-405.3; or~~

The staff report also recognizes that "*even with water seals installed in drains, emissions can be generated from volatile organic compound-containing liquid left standing in the water seal that was not flushed into the sewer line*" (p. 15). Accordingly, as WSPA pointed out in our comments on the draft rule, this means it is not appropriate to check for leaks while material is actively

being drained (or before there has been enough time to flush it). To address this concern, WSPA proposes that in Section 603, the following language be added:

*“For drains, vapor-tightness needs to be assessed at a time when material is not actively being drained, and (in the case of water seals/traps) after a reasonable amount of time has passed to allow the water seal/trap to be flushed.”*

### **8-8-316 Prohibition of “Non-Aqueous Phase Hydrocarbon Streams”**

Rule 8-8 Staff Report vs. Rule language: Unintended consequences

The language in Section 8-8-316 does not reflect the interpretation BAAQMD made in its staff report. The staff report states that,

*“This standard is intended to prohibit regular, programmatic, or significant discharges of non-aqueous hydrocarbon streams and free-phase organic liquid streams into the wastewater collection and treatment system. Air District staff understands that there may be instances in which drips or small spills of non-aqueous phase hydrocarbon streams may be discharged into drains or other wastewater system components. Should these discharges be observed by Air District enforcement staff, further monitoring or procedural review may take place to determine if the discharge is incidental or insignificant or if it requires enforcement action to be taken. For example, measurements with an FID may determine that an accidental discharge does not register over 500 ppmv [expressed as methane] and that the system therefore remains vapor tight. Any observed discharge that does not meet the requirements of Section 8-8-316 may be investigated to determine if facility procedures for sampling or other standard operating procedures dictate the regular, significant discharge of non-aqueous hydrocarbon or free-phase organic liquid into the wastewater collection and treatment system.”*

WSPA does not take issue with the staff report language; however, the District’s proposed rule language is different:

*Prohibition of Discharge at Refineries: The owner or operator of a wastewater collection system component, separation system component or secondary treatment process component at a refinery shall not discharge non-aqueous phase hydrocarbon streams into wastewater collection system components and shall not discharge any free phase organic liquid streams into wastewater secondary treatment process components. The organic concentration in wastewater shall be determined by the methods specified in Section 8-8-605.*

A significant amount of refinery industry wastewater could be interpreted as meeting the definition of “non-aqueous phase hydrocarbon streams.” There are several instances in which small amounts of hydrocarbons do need to get routed to drains. For example: pump leaks which

drip into a drain; a thermal relief safety system for a hydrocarbon pipe necessitates relief to a drain; and others.

BAAQMD current rules 8-18 and 8-28 contemplate these activities and have addressed those with highest emission risk. There are also surface residual runoff (parking lots, railroad cars, etc.), dock sumps (i.e., atmospheric sumps that dock loading arms drain to) that are monitored on the same frequency as drains and have a flame arrestor on their vents, active slot drains at hazardous waste pad areas, and slot drains used for when heat exchanger bundles are cleaned with high pressure water. The plain read of the District's language is that all these activities would be prohibited.

In addition, many discharges would be disallowed by the District's definition of "free phase organic liquid" and "non-aqueous phase hydrocarbon streams" because hydrocarbons typically do not mix well with water (and oil-water separators are designed to take advantage of this fact). Furthermore, during the treatment process 'dissolved' hydrocarbons can sometimes come out of solution under certain conditions.

### **Cost Effectiveness**

The cost effectiveness review did not include costs for piping all potential thermal relief and seal drips into a new system.

### **Contradiction between Section 8-8-316 and California/Federal Pollution Prevention Laws**

Section 8-8-316 as written would prohibit Refineries from taking advantage of the California exemption for managing oily waste to recover hydrocarbons (H&SC 25143.2(d)(2)(C)). The CA version of this limited exemption mirrors the Federal exemption (40 CFR 261.4(a)(12) and was created so that Refineries would be able to minimize overall wastes by capturing and recycling hydrocarbons – either in mostly hydrocarbon (HC) form, or as small amounts present in wastewaters. The proposed Section 8-8-204 definition of,

*Free Phase Organic Liquid. A term to describe hydrocarbon liquid, that is present as a discrete liquid phase, rather than dissolved in the wastewater phase, commonly floating on the water and visible at the surface",*

appears to prohibit recovery of hydrocarbons as it could be strictly interpreted to include aqueous solutions that have a visible sheen or emulsification of oil on top. Most of the aqueous solutions with recoverable hydrocarbons that are managed will have exactly that, a sheen or visible surface presence. This small amount of free oil is what API Separators are designed to manage. As such, Section 8-8-316 has the potential to end the recovery of HC from HC-bearing aqueous solutions, resulting in a large volume of liquid that would need to be disposed as hazardous waste offsite rather than recycled onsite.

### **Conflict exists between Section 8-8-316 and Federal SPCC regulations.**

Federal SPCC Regulations require facilities to provide containment for equipment containing hydrocarbons, also known 'general containment'. This presents an issue with the proposed

language in Section 8-8-316 that states “*The owner or operator of a wastewater collection system component, separation system component or secondary treatment process component at a refinery shall not discharge non-aqueous phase hydrocarbon streams into wastewater collection system components.*”

Specifically, SPCC regulations provide that onshore facility own/operators must:

40 cfr 112.8(a) “Meet the general requirements for the Plan listed under § 112.7, and the specific discharge prevention and containment procedures listed in this section.”

40 cfr 112.8(b) ‘Facility Drainage’ (1) “Restrain drainage from diked storage areas by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. You may empty diked areas by pumps or ejectors; however, you must manually activate these pumps or ejectors and must inspect the condition of the accumulation before starting, to ensure no oil will be discharged.”

40 cfr 112.8(b) ‘Facility Drainage’ (3) “Design facility drainage systems from undiked areas with a potential for a discharge (such as where piping is located outside containment walls or where tank truck discharges may occur outside the loading area) to flow into ponds, lagoons, or catchment basins designed to retain oil or return it to the facility. You must not locate catchment basins in areas subject to periodic flooding.”

The EPA guidance document ‘*SPCC Guidance for Regional Inspectors* ver. December 16, 2013 pg. 4-8 confirms that EPA intends that oil/water separator units comprise a portion of SPCC secondary containment systems. The guidance states (**emphasis added**) “*Section 112.7(c) lists several methods of providing secondary containment, which are described in Table 4-2. These methods are examples only; other containment methods may be used, consistent with good engineering practice. For example, a facility could use an oil/water separator, combined with a drainage system, to collect and retain discharges of oil within the facility.*”

#### Proposed rule language changes

Accordingly, WSPA is proposing the following language for that section instead:

*8-8-316 Prohibition of Discharge at Refineries: The owner or operator of a wastewater collection system component, separation system component or secondary treatment process component at a refinery shall not programmatically or during normal operation discharge non-aqueous phase hydrocarbon streams into wastewater collection system components downstream of the API separator and shall not directly discharge any free phase organic liquid streams into wastewater secondary treatment process components. An accidental or incidental release of non-aqueous phase hydrocarbon or free phase organic liquid to the sewer or wastewater secondary treatment process is not programmatic or normal operation. The organic concentration in wastewater shall be determined by the methods specified in Section 8-8-605.*



With regard to the definition of “free phase organic liquid” [8-8-204], WSPA suggests that the District’s proposed definition in 8-8-204 be revised to simply refer to “hydrocarbon liquid, that is present as a discrete liquid phase” (i.e., delete the subsequent text).

With regard to the definition of “non-aqueous phase hydrocarbon stream” [8-8-212], WSPA suggests that the proposed definition in 8-8-212 be revised from

*“organic liquids not dissolved in, or mixed with, wastewater”*

to:

*“organic liquids not dissolved in, or mixed with, or floating on top of wastewater”.*

### **8-8-507 Wastewater Organic Concentration Monitoring at Refineries**

Per BAAQMD’s staff report, this monitoring requirement was written to establish a baseline and provide a better understanding of the emissions potential from secondary treatment systems at refineries:

“The proposed amendments provide detailed monitoring requirements for wastewater at the inlet to oil-water separators, at the inlet to secondary treatment, and at the outlet of secondary treatment. Monitoring shall be monthly for the first 6 months after adoption to establish a baseline, and quarterly thereafter to provide a better understanding of the emissions potential from secondary treatment systems at refineries.”

WSPA requests that this study be performed outside of regulation as the sampling is intensive, costly, and often a duplicate of testing required under each site’s NPDES permit. HSC §40728.5(6) requires an air district to state the necessity of adopting or amending a regulation to attain state and federal ambient air standards. Based on the staff report, intensive sampling of the wastewater treatment system at refineries will build an emissions baseline. While this sampling could assist with quantifying emissions, it does not contribute to attaining state and federal ambient air standards.

The District’s proposed rule language reads as follows:

“The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall monitor the concentrations of oil and grease, total organic carbon, and volatile and semi-volatile organic compounds in wastewater along with total wastewater flowrate at the inlet to oil-water separators, inlet to secondary treatment system, and outlet of secondary treatment system. Monitoring shall be conducted on the following frequency:

507.1 Effective XXXX (date of rule adoption) until YYYY (6 months after rule adoption date), at least once every 30 days.

507.2 Effective YYYY (6 months after rule adoption date), at least once every 90 days.”

WSPA proposes that the District either remove section 507 entirely or revise as follows:

“The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall monitor the concentrations of oil and grease, total organic carbon, and volatile and semi-volatile organic compounds in wastewater along with total wastewater flowrate at the inlet to oil-water separators, inlet to secondary treatment system, and outlet of secondary treatment system. Monitoring shall be conducted on the following frequency:

507.1 Effective XXXX (date of rule adoption) until YYYY (6 months after rule adoption date), at least once every 30 days.

507.2 Effective YYYY (6 months after rule adoption date) until YYYY (1 year after date of rule adoption), at least once every 90 days.”

507.3 Effective two (2) years after the adoption of the rule, the sampling requirements for refineries in section 507 will sunset.

### **Compliance Timeframe**

Should existing control systems be insufficient to ensure compliance with rule amendments and/or if any new systems need to be put in place, the draft rule amendments do not identify a compliance timeframe. The reasonableness of any potential compliance timeframe depends on the extent of equipment needed. Should new equipment be necessary, time is needed to plan, budget, permit, and safely install the equipment into the facility's operations. WSPA is requesting a compliance timeline of 3 to 5 year(s) from the time that the District issues the requisite preconstruction permit for the equipment.

### **Sampling and Testing**

#### Section 8-8-504

The District's proposed language requires detectors that have "been approved by the APCO". WSPA requests staff provide which ones has the APCO approved, and what is the process/criteria and timeline for approval. In addition, while the leak standard is 500 ppmv as methane, page 21 of the staff report mentions that facilities can use PIDs (which don't detect methane), but District inspectors have previously issued NOVs to people using PIDs to evaluate compliance with standards expressed "as methane". We request staff to clarify the apparent discrepancy.

### Section 8-8-506

Annual source testing is burdensome and unnecessary and/or a surrogate like temperature monitoring should be allowed. Once the design is certified and initial source test completed, the data is used to estimate emissions.

### Section 8-8-507

Given the relative unfamiliarity that refineries have with at least some of the Section 8-8-605 methods, it is not feasible to implement sampling on the date that the rule is adopted as identified in Section 8-8-507. WSPA requests that all the dates identified in -507.1 and -507.2 be pushed back one year to allow time for laboratory evaluation/bidding/contracting and personnel training.

In addition, WSPA proposes that the following language be added after 8-8-507.2:

507.3 After eight quarterly samples have been obtained from wastewater separation system components or secondary treatment processes, the owner and/or operator of a wastewater separation system components or secondary treatment processes may submit a request to the APCO for a decreased monitoring frequency.

### Section 8-8-601 Clarification

In our meeting, staff mentioned that the scope of testing in Section 8-8-601 applied to facilities who were interested in the limited exemption in 8-8-113.2. As currently worded, 8-8-601 does not identify that intent. To clarify the District's stated intent, WSPA proposes that the language of 8-8-601 be revised (in underline/strikeout) below:

*"Samples of wastewater as specified in this Rule shall be taken at the influent for each wastewater collection system and wastewater separation system unit seeking an exemption under 8-8-113.2 and analyzed for the ..."*

### **Methane Inclusion**

While there has not been any indication or study showing that methane from wastewater collection systems or aerobic treatment systems is significant enough to warrant quantification, carbon adsorption systems that the District has previously approved (and in some cases specified) for controlling hydrocarbon vapors do not control methane.

Therefore, there could potentially be some instances where these systems achieve 95% control of non-methane hydrocarbons but do not comply with the requirement for 95% control of total organic carbon. Wastewater systems would need to retrofit vapor controls to include an incineration system with associated assist gas. It is pertinent to highlight that this is an unintended consequence of such rule change, as it would likely not be cost-effective for the relative emissions reduction. It would certainly increase GHG emissions in the form of CO<sub>2</sub> from the addition of assist gas and cause the wastewater systems to pull more recoverable total

organic compounds to the vapor phase rather than recovering them and recycling them back to the recovered oil system.

WSPA proposes that the following sentence be added to Section 8-8-315.2:

*“In cases where existing controls (including but not limited to carbon adsorption systems) do not meet the 95% destruction efficiency requirement solely because of methane, retrofits will only be required to the extent that they actually reduce GHG overall and are shown to be cost-effective.”*

## Test Methods

The District outlined several test methods in Sections 8-8-601 and -605. Although these sections allow for alternative methods “*determined to be equivalent by the EPA and approved by the APCO*” [underline added], EPA makes relatively few determinations of method equivalency and often may take years to do so. Given that methods often change for good reasons, WSPA requests that the District replace the “and” with an “or”. In addition, we have the following questions about the specific methods.

Section 8-8-605.1. The District has specified EPA Method 1664A; is there any reason why the more recent 1664B (which was approved in 2010) was excluded?

Section 8-8-605.2. Method SM 5310D is specified in this section, and while that method is listed by the National Environmental Methods Index (NEMI), NEMI identifies that “*The method is not suitable for the determination of volatile organic constituents*”<sup>1</sup> and cites Standard Methods Online, which in turn notes that one of the major changes since 2012 is that “*The Wet-Oxidation Method (5310D) was dropped from this edition.*”<sup>2</sup> Similarly, a recent EPA Federal Register notice regarding methods also mentions only 5310B and 5310C without mentioning 5310D.<sup>3</sup>

## BAAQMD MOP Test Methods

Section 8-8-604. This section refers to the BAAQMD Manual of Procedures, Volume IV, ST-7. Industry is finding that BAAQMD is leaning away from some of the historic MOP procedures. We are uncertain whether the source testing group would approve this method for abatement efficiency determination. It would be beneficial to provide flexibility in this section such as narrative proposed below.

8-8-604 Determination of Abatement Efficiency: Abatement efficiency of an abatement device as specified in Section 8-8-506 shall be determined as prescribed in the Manual of Procedures, Volume IV, ST-7 or through another method that BAAQMD approves as part of the source test protocol submittal process.

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<sup>1</sup> [NEMI Method Summary - 5310 D](#), “Scope and Application” section.

<sup>2</sup> <https://www.standardmethods.org/action/doSearch?AllField=5310d&ConceptID=>

<sup>3</sup> <https://www.govinfo.gov/content/pkg/FR-2021-05-19/pdf/2021-09596.pdf>

Ms. Poornima Dixit  
November 26, 2023  
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WSPA appreciates the opportunity to provide comments on this important matter, and looks forward to responses by staff.

Sincerely,

*Kevin Buchan*

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

### RESOLUTION No. 2023-

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District  
Amending Regulation 8 (Organic Compounds), Rule 8 (Wastewater Collection and  
Separation Systems)  
and  
Adopting a California Environmental Quality Act Negative Declaration**

#### RECITALS

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has the authority and the responsibility to adopt, amend and repeal rules and regulations as necessary and appropriate to control air pollution from stationary sources in the San Francisco Bay Area as provided in Sections 40000, 40001, 40702 of the California Health & Safety Code;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined that a need exists to strengthen the District's rules and regulations that address emissions of volatile organic compounds and methane from wastewater collection and separation systems at refineries in the Bay Area by adopting amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems ("Rule 8-8") as set forth in Attachment A hereto (collectively "Proposed Amendments");

WHEREAS, the Proposed Amendments further reduce emissions of total organic compounds and are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure;

WHEREAS, the San Francisco Bay Area does not currently attain all federal and state ambient air quality standards for ozone, and further reductions of precursor organic compound emissions are needed for attainment and maintenance of the standards;

WHEREAS, the Proposed Amendments are also part of the Air District's efforts to meet the requirements of California Assembly Bill 617 (AB 617), which requires the Air District to adopt and implement an expedited schedule for implementing Best Available Retrofit Control Technology (BARCT) at industrial facilities covered by the State's Cap-and-Trade program;

WHEREAS, the Expedited BARCT Implementation Schedule adopted by the Air District in 2018 identified refinery wastewater treatment systems as a potential source of substantial emissions of organic compounds (as well as toxic air contaminants such as benzene, toluene, ethylbenzene, and xylene) where BARCT controls and requirements under Rule 8-8 should be evaluated and considered for amendment;

WHEREAS, the Proposed Amendments would enact more stringent BARCT levels at refinery wastewater treatment systems by increasing frequency of leak inspections, updating leak detection methodologies and standards to include a wider range of organic compounds (including methane), and strengthening protocols for repairing and minimizing leaks;

WHEREAS, the Proposed Amendments also include a number of other changes to improve enforceability of the provisions and expand sampling and monitoring requirements;

WHEREAS, the Proposed Amendments are intended to ensure that these controls are effectively implemented, can be adequately enforced, and reflect the state of industry best practices and updated technologies and methodologies;

WHEREAS, the Air District set a policy goal of reducing Bay Area greenhouse gas emissions to 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050;

WHEREAS, methane is a potent and short-lived greenhouse gas that represents the second largest component of greenhouse gas emissions in the region and given the importance of controlling methane, the Air District developed a comprehensive Basin-wide Methane Strategy as part of its 2017 Clean Air Plan;

WHEREAS, emissions of volatile organic compounds from refineries can contribute to the formation of ozone, which is harmful when inhaled and can lead to lung damage and aggravation of respiratory conditions such as asthma, bronchitis, and emphysema;

WHEREAS, while the Proposed Amendments are anticipated to result in potential emission reductions, quantitatively estimating the anticipated emission reductions from these changes may be too speculative and uncertain to accurately predict;

WHEREAS, the Board of Directors understands that these estimated greenhouse gas emissions reductions are not guaranteed by the Proposed Amendments;

WHEREAS, in 2022 and 2023 Air District met periodically with community stakeholders and industry representatives to discuss concepts and specific issues relating to Rule 8-8 and drafting the Proposed Amendments;

WHEREAS, during this rule development process, Air District staff presented briefings to the Stationary Source & Climate Impacts Committee on September 19, 2022 and September 13, 2023;

WHEREAS, Air District staff published an initial draft of the Proposed Amendments on May 8, 2023, accepted comments through June 7, 2023, and received 3 comment letters on those materials;

WHEREAS, in response to feedback from the public, interested stakeholders, and Air District staff, as well as the Board of Directors, Air District staff prepared Proposed Amendments and a detailed Staff Report, along with a request for public comment, which staff published on the District website on October 24, 2023 and for which comments were accepted until November 26, 2023;

WHEREAS, the Air District received one comment letter on the Proposed Amendments, which opposed the Proposed Amendments, and has carefully reviewed the comment letter;

WHEREAS, Air District staff have prepared summaries of the comments received and staff's responses in a Response to Comments document, which has been considered by the Board of Directors and is incorporated herein by reference;

WHEREAS, on or before October 24, 2023, Air District staff published in newspapers, and published and distributed on the Air District's website a notice of a public hearing on or after December 20, 2023, to consider adoption of the Proposed Amendments;

WHEREAS, Air District staff have prepared and presented to the public and to the Board of Directors a final Staff Report describing the purpose of and need for the Proposed Amendments, which has been considered by the Board of Directors and is incorporated herein by reference;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District held a public hearing on December 20, 2023, which was properly noticed in accordance with the provisions of Health & Safety Code Section 40725 and was conducted in accordance with the provisions of Health & Safety Code Section 40726, to consider the Proposed Amendments in accordance with all provisions of law;

WHEREAS, at the public hearing, the subject matter of the Proposed Amendments was discussed with interested persons in accordance with all provisions of law;

WHEREAS, in accordance with Health & Safety Code Section 40727, and based on substantial evidence presented at the hearing and described in the Staff Report and other documentation, the Board of Directors of the Bay Area Air Quality Management District has found and determined that the Proposed Amendments are necessary; that the District has the authority to adopt the Proposed Amendments; that the Proposed Amendments are clearly written and displayed; that the Proposed Amendments are consistent with other legal requirements; that the Proposed Amendments are not impermissibly duplicative of existing regulatory requirements; and that the Proposed Amendments will implement specific provisions of law as referenced and identified below;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined that a need exists to adopt the Proposed Amendments to address emissions in the Bay Area;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined that the Air District has the authority to adopt the Proposed Amendments pursuant to Sections 40000, 40001, 40702 of the Health & Safety Code, which authorize the Air District to adopt and implement regulations to control air pollution from stationary sources, and to execute the powers and duties imposed upon the Air District, among other things;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined, based on a review of the text of the Proposed Amendments set forth in Attachment A and the rulemaking materials prepared by District staff, that the Proposed Amendments are written and displayed so that their meaning can be easily understood by the persons directly affected by the Proposed Amendments, and by the public at large;



WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined that the Proposed Amendments are in harmony with and not in conflict with or contradictory to existing statutes, court decisions, and state and federal regulations;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has determined that the Proposed Amendments do not impose the same requirements as any existing state or federal regulations, except to the extent necessary and proper to execute the powers and duties granted to and imposed upon the Air District as the agency with authority to control air pollution emissions from stationary sources in the San Francisco Bay Area;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has identified and determined that the Proposed Amendments will implement, interpret and/or make specific the provisions of Sections 40000, 40001, 40702 and 40727 of the California Health & Safety Code;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District finds and intends that its determinations stated in the preceding paragraphs constitute the findings the Board is required to make before adopting the Proposed Amendments pursuant to Health & Safety Code Section 40727;

WHEREAS, in accordance with the requirements of Health & Safety Code Section 40728 and other requirements of law, the District has maintained a file of the documents and other materials that constitute the record of proceedings on which this rulemaking project is based (including the environmental analysis for the project prepared in accordance with the California Environmental Quality Act), which record documents and other materials are located at the Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, 94105, and the custodian for which is Marcy Hiratzka, Clerk of the Boards;

WHEREAS, in accordance with the requirements of Health & Safety Code Section 40728.5 to the extent that such requirements are applicable, and also as a matter of sound public policy notwithstanding whether or not such requirements are applicable, the Board of Directors of the Bay Area Air Quality Management District has actively considered the socioeconomic impacts of the Proposed Amendments and has reviewed and considered the Socioeconomic Impact Analysis for the Proposed Amendments prepared by BAE Urban Economics, and has determined that the Proposed Amendments will not have any significant adverse socioeconomic impacts;

WHEREAS, the Board has considered the estimated cost-effectiveness of the Proposed Amendments, and staff estimates the total cost of these Proposed Amendments to be comparatively low at approximately \$0.5M for all sources;

WHEREAS, the Board has considered that the potential emissions reductions associated with the Proposed Amendments cannot be accurately quantified given the inherent unpredictability and uncertainty associated with these leak emissions and the interventions under the proposed requirements; therefore, information on compliance costs for the Proposed Amendments is provided, but no further calculations on cost effectiveness can be accurately developed;

WHEREAS, the Board of Directors finds and determines that the Proposed Amendments are collectively a “project” (“Proposed Project”) pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code § 21000 et seq.);

WHEREAS, the District is the CEQA lead agency for this project pursuant to Section 21067 of CEQA and Sections 15050 and 15051 of the CEQA Guidelines (“Guidelines”) (Title 14 of the California Code of Regulations);

WHEREAS, potential environmental impacts related to projects under the AB 617 Expedited BARCT Implementation Schedule, including amendments to Rule 8-8, were previously analyzed in an Environmental Impact Report (EIR) certified by the Air District Board of Directors in December 2018;

WHEREAS, Air District staff contracted with an external environmental consultant, Environmental Audit Inc., to prepare an Initial Study to evaluate the potential for significant environmental impacts resulting from Proposed Amendments to Rule 8-8, and the Initial Study showed that no significant environmental impacts are expected, and therefore a Negative Declaration has been prepared;

WHEREAS, Air District staff prepared, published, and provided notice of (with the assistance of Environmental Audit, Inc.) an Initial Study and proposed Negative Declaration on or before November 22, 2023, pursuant to all applicable requirements of CEQA, including but not limited to Section 15072 of the CEQA Guidelines, which included publication of notice in Bay Area newspapers, in County Clerks’ offices, on the Air District’s website, by email and United States mail ;

WHEREAS, in connection with the notice of the Initial Study and proposed Negative Declaration, Air District staff invited interested members of the public to submit comments on the Initial Study and proposed Negative Declaration, and received no comments;

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District has considered the entire record, including the Initial Study, and has determined using its own independent judgment and analysis that there is no substantial evidence that the Proposed Amendments could have a significant effect on the environment, and has therefore determined that it is appropriate to adopt the Negative Declaration as proposed by Air District staff pursuant to Section 15074 of the CEQA Guidelines;

WHEREAS, this matter has been duly noticed and heard in compliance with applicable requirements of the Health & Safety Code and the Public Resources Code;

WHEREAS, District staff provided copies of (i) the Proposed Amendments, and (ii) the Final Negative Declaration to each of the members of the Board of Directors for their review and consideration in advance of the public meeting of the Board of Directors on December 20, 2023;

WHEREAS, District staff has recommended that the Board of Directors adopt the Final Negative Declaration, which was prepared as the CEQA document for the Proposed Project, as being in compliance with all applicable requirements of CEQA;

WHEREAS, the Board of Directors concurs with recommendations of District staff regarding the Final Negative Declaration;

WHEREAS, District staff recommends that the Board of Directors adopt the Proposed Amendments;

WHEREAS, the Board of Directors concurs with the recommendations of District staff regarding the Proposed Amendments.

### RESOLUTION

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt the Final Negative Declaration set forth in Attachment B hereto and incorporated by reference as if fully set forth herein, finding that, in the Board's own independent judgment and analysis, and based on the whole record (including the Initial Study, the proposed Negative Declaration, and any and all public comments received), there is no substantial evidence that the Proposed Amendments will have a significant effect on the environment.

BE IT FURTHER RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt the Proposed Amendments to Rule 8-8 with instructions to staff to correct any typographical or formatting errors before final publication.

BE IT FURTHER RESOLVED that in support of and as part of its adoption of the Proposed Amendments, the Board of Directors hereby makes the following additional findings: For all of the reasons contained in the Staff Report, Section XI, which are incorporated by reference as if fully set forth herein, the Proposed Amendments are necessary; the District has the authority to adopt the Proposed Amendments; the Proposed Amendments are clearly written and displayed; the Proposed Amendments are consistent with other legal requirements; the Proposed Amendments are not impermissibly duplicative of existing regulatory requirements; and the Proposed Amendments will implement specific provisions of law as referenced and identified.

BE IT FURTHER RESOLVED that the record documents and other materials supporting this Resolution shall be maintained and made available for public review at the headquarters of the Bay Area Air Quality Management District at 375 Beale Street, Suite 600, San Francisco, CA 94105, and that the custodian for these documents and other materials shall be Marcy Hiratzka, Clerk of the Boards.

The foregoing Resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote of the Board:

## **ATTACHMENT A**

### **AMENDMENTS TO REGULATION 8: ORGANIC COMPOUNDS, RULE 8: WASTEWATER COLLECTION AND SEPARATION SYSTEMS**

**DRAFT**

**REGULATION 8  
ORGANIC COMPOUNDS  
RULE 8  
WASTEWATER COLLECTION AND SEPARATION SYSTEMS**

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**REGULATION 8  
ORGANIC COMPOUNDS  
RULE 8  
WASTEWATER COLLECTION AND SEPARATION SYSTEMS**  
(Adopted January 17, 1979)

**8-8-100 GENERAL**

**8-8-101 Description:** The purpose of this Rule is to limit the emissions of total organic compounds from wastewater collection and separation systems that handle liquids containing total organic compounds from industrial processes.

*(Amended 11/1/89; 9/15/04)*

**8-8-102 Applicability:** This Rule applies to any person who operates a wastewater collection system and/or a wastewater separation system component.

~~**8-8-110 Exemption, Less Than 760 Liters:**~~ ~~The requirements of Section 8-8-301 shall not apply to any wastewater separator which processes less than 760 liters (200 gals.) per day of wastewater containing organic liquids. This exemption shall not apply to wastewater separators at refinery complexes after March 1, 1980.~~

*(Amended 11/3/21)*

**8-8-111 Deleted November 1, 1989**

**8-8-112 Limited Exemption, Wastewater** ~~**Critical Organic Compound Concentration Or Temperature:**~~ The requirements of Sections 8-8-301, 302, 306, 307, and 308 shall not apply to any wastewater separation system component that processes influent wastewater with a temperature of less than 20 degrees C (68 °F) ~~except at refineries.~~ To qualify for this limited exemption, the owner or operator shall comply with requirements of Section 8-8-502.

*(Adopted 11/1/89; Amended 9/15/04; 11/3/21)*

**8-8-113 Limited Exemption, Wastewater Critical Total Organic Compound Concentration:** Wastewater having a concentration of less than 1.0 ppm (volume) critical total organic compounds, as defined in Section 8-8-~~240~~203, dissolved in the water samples, is exempt from the following:

113.1 At non-refinery facilities, from the requirements of Sections 8-8-301, 302, 306, 307, and 308, ~~312, and 313.~~ To qualify for this limited exemption, the owner or operator shall comply with the requirements of Section 8-8-502 ~~must be met.~~

113.2 At any refinery, from the requirements of Section 8-8-315. To qualify for this limited exemption, the owner or operator shall comply with the requirements of Section 8-8-502. This limited exemption does not apply to wastewater processed at any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components installed after XXXX (date of rule adoption);

2.2 Gauging and sampling devices;

2.3 Sludge-dewatering units; or

2.4 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted 11/1/89; Amended 9/15/04; 11/3/21)*

**8-8-113~~4~~ Limited Exemption, Secondary Wastewater Treatment Processes A and Stormwater Sewer Systems:** The following requirements shall not apply to any secondary wastewater treatment processes or stormwater sewer systems, as defined in Sections 8-8-~~208~~225 and ~~246~~228, respectively, that are used as a wastewater polishing step or for collection of stormwater that is segregated from the process wastewater collection system:

114.1 At non-refinery facilities, the requirements of Sections 8-8-301, 302, 306, and 308.

114.2 At any refinery, the requirements of Section 8-8-315. This limited exemption does not apply to any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components;

2.2 Air flotation units;

2.3 Gauging and sampling devices;

2.4 Sludge-dewatering units; or



2.5 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-1145 Limited Exemption, Bypassed Oil-Water Separator or Air Flotation Influent:** The following requirements shall not apply for to wastewater which that bypasses either the oil-water separator or air flotation unit provided that: (1) the requirements of Section 8-8-501 are met; and (2) on that day the District did not predict an excess of the Federal Ambient Air Quality Standard for ozone:

115.1 At non-refinery facilities, the requirements of Sections 8-8-301, 302, and 307.

115.2 At any refinery, the requirements of Section 8-8-315. This limited exemption does not apply to wastewater processed at any of the following wastewater system components at any refinery:

2.1 Wastewater collection system components;

2.2 Oil-water separator effluent channels;

2.3 Ponds, trenches, or basins;

2.4 Junction boxes;

2.5 Gauging and sampling devices;

2.6 Sludge-dewatering units; or

2.7 Oil-water separator and/or air flotation unit slop oil vessels.

*(Adopted November 1, 1989)*

**8-8-1156 Exemption, Municipal Wastewater Collection, Separation and Treatment Facilities:** The requirements of Sections 8-8-301, 302, 303, 304, 305, 306, 307, 308, ~~312, 313, and 314~~ 315 and 316 shall not apply to any publicly owned municipal wastewater treatment facility.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-1167 Limited Exemption, Oil-Water Separation Trenches:** The requirements of Sections ~~8-8-312, 313~~ 315 or 314 shall not apply to oil-water separation trenches used as part of maintenance or turnaround activities.

*(Adopted September 15, 2004)*

**8-8-118 Limited Exemption, Refineries:** The requirements of Sections 8-8-301, 302, 303, 305, 306, 307, and 308 shall not apply to any wastewater collection system component or separation system component located at any refinery. The requirements of Section 8-8-304 continue to apply at any refinery.

**8-8-119 Limited Exemption, Inspection, Maintenance, Repair and Sampling at Refineries:** The requirements of Section 8-8-315 shall not apply to wastewater collection system and wastewater separation system components at refineries when in use for active inspection, active maintenance, active repair, or active sampling. Active repair timelines are included in Sections 8-8-405 and 406. Active inspection, active maintenance, and active sampling shall be performed expeditiously without interruption and shall be completed as quickly as possible.

**8-8-200 DEFINITIONS**

**8-8-201 Air Flotation Unit:** Any device, equipment, or apparatus in which wastewater is saturated with air or gas under pressure and removes floating oil, floating emulsified oil, or other floating liquid ~~precursor~~ total organic compounds by skimming. Also included in this definition are: induced air flotation units and pre-air flotation unit flocculant sumps, tanks, or basins. [Formerly Section 8-8-209]

*(Adopted November 1, 1989)*

**8-8-202 Alternative Feedstock:** Any feedstock, intermediate, product or byproduct material that contains organic material that is not derived from crude oil product, coal, natural gas, or any other fossil-fuel based organic material. [Formerly Section 8-8-233]

*(Adopted November 3, 2021)*

**8-8-203 Critical Total Organic Compound:** Any compound of carbon that may be emitted during separation, processing, transportation, or storage of wastewater, excluding ~~methane,~~ carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates and ammonium carbonate, ~~emitted during separation, processing, transportation or storage of~~

wastewater, and/or any organic compound having a carbon number greater than of C-14 or less (excluding phenolic compounds) that is not listed in Regulation 2, Rule 5, Table 2-5-1 as a Toxic Air Contaminant). [Formerly Section 8-8-210]

(Adopted 11/1/89; Amended 9/15/04)

**8-8-204 Free Phase Organic Liquid:** A term to describe hydrocarbon liquid, that is present as a discrete liquid phase, rather than dissolved in the wastewater phase, commonly floating on the water and visible at the surface.

**8-8-205 Full Contact Fixed Cover:** A stationary separator cover that which is always in full contact with the liquid surface of the oil-water separator. [Formerly Section 8-8-207]

(Adopted November 1, 1989)

**8-8-206 Junction Box:** Any structure where one or more sewer lines meet, and one or more wastewater streams are co-mingled. [Formerly Section 8-8-217]

(Amended September 15, 2004)

**8-8-207 Leak (or Leakage):** The concentration of total organic compounds (expressed as methane) above background, as measured in accordance with Section 8-8-603.

**8-8-208 Leak Minimization:** Reducing the leak to the lowest achievable level using best modern practices and without shutting down the process the equipment serves. [Formerly Section 8-8-219]

(Adopted September 15, 2004)

**8-8-209 Leak Repair:** The tightening, adjustment, or addition of material, or the replacement of the equipment, which that reduces leakage to the atmosphere from the entire piece of equipment (e.g. the entire cover, the entire seal, the entire inspection hatch, the entire piece of gasketing material, etc.) to below 500 parts per million (ppm) by volume total organic compounds (expressed as methane) above background. [Formerly Section 8-8-220]

(Adopted September 15, 2004)

**8-8-210 Lift Stations:** Any structure whose function is to take water from a low point on a gradient and transport it to the treatment system via a pumping mechanism. [Formerly Section 8-8-221]

(Adopted September 15, 2004)

**8-8-211 Manholes:** Any service entrance into sewer lines that allows access for inspection and cleaning. [Formerly Section 8-8-222]

(Adopted September 15, 2004)

**8-8-212 Non-aqueous Phase Hydrocarbon Streams:** Organic liquids not dissolved in, or mixed with, wastewater.

**8-8-213 Oil-Water Separation Trench:** Any grated open topped culvert used to separate debris from oil-water during equipment washing or steaming associated with maintenance or turnaround. [Formerly Section 8-8-223]

(Adopted September 15, 2004)

**8-8-214 Oil-Water Separator Effluent:** Any process wastewater downstream of the oil-water separator that has not been treated by an air flotation unit. [Formerly Section 8-8-214]

(Adopted November 1, 1989)

**8-8-215 Oil-Water Separator Effluent Channel/Pond:** An open channel, trench, pond, or basin that which handles wastewater downstream of an oil-water separator that has not been treated by an air flotation unit (usually located between the separator and the air flotation unit). [Formerly Section 8-8-206]

(Adopted November 1, 1989)

**8-8-216 Oil-Water Separator Slop Oil:** Floating oil, flocculant sludge, and solids that which accumulate in an oil-water separator or air flotation unit or slop oil vessel. [Formerly Section 8-8-205]

(Adopted November 1, 1989)

**8-8-217 Oil-Water Separator Slop Oil Vessel:** Any vessel that which, as its sole function, treats or dewateres oil-water separator slop oil. [Formerly Section 8-8-213]

(Adopted November 1, 1989)

- 8-8-218 Organic Compound:** Any compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate. [\[Formerly Section 8-8-201\]](#)  
(Amended 11/1/89; 9/15/04)
- 8-8-219 Deleted November 3, 2021** [\[Formerly Section 8-8-224\]](#)  
(Adopted September 15, 2004)
- 8-8-220 Pre-Air Flotation Unit Flocculation Sump, Basin, Chamber, or Tank:** Any facility ~~that~~**which** pretreats the air flotation unit's influent with chemical coagulants, and/or adjusts the influent's pH. [\[Formerly Section 8-8-212\]](#)  
(Adopted November 1, 1989)
- 8-8-221 Process Drains:** Any point in the wastewater collection system where [a stream or](#) streams from a source or sources enter the collection system. A process drain may be connected to the main process sewer line or to trenches, sumps, or ditches. [\[Formerly Section 8-8-225\]](#)  
(Adopted September 15, 2004)
- 8-8-222 Reaches:** Any segments of sewer pipe that convey wastewater between two manholes or other sewer components such as lift stations or junction boxes. [\[Formerly Section 8-8-226\]](#)  
(Adopted September 15, 2004)
- 8-8-223 Refinery:** An establishment that is located on one or more contiguous or adjacent properties that processes any petroleum or alternative feedstock, to produce more usable products such as gasoline, diesel fuel, aviation fuel, lubricating oils, asphalt or petrochemical feedstocks, or any other similar product. Refinery processes include separation processes (e.g., atmospheric or vacuum distillation, and light ends recovery), conversion processes (e.g., cracking, reforming, alkylation, polymerization, isomerization, coking, and visbreaking), treating processes (e.g., hydrodesulfurization, hydrotreating, chemical sweetening, acid gas removal, and deasphalting), feedstock and product handling (e.g., storage, crude oil blending, non-crude oil feedstock blending, product blending, loading, and unloading), and auxiliary facilities (e.g., boilers, waste water treatment, hydrogen production, sulfur recovery plant, cooling towers, blowdown systems, compressor engines, and power plants). [\[Formerly Section 8-8-234\]](#)  
(Adopted November 3, 2021)
- 8-8-224 Secondary Treatment Processes:** Any wastewater treatment process ~~that~~**which** is downstream of the air flotation unit, any other biological treatment process at a refinery, or any treatment process which is regulated by the EPA National Categorical Pretreatment Standards. These treatment processes are considered to be wastewater polishing steps and include: activated sludge tanks/basins, trickling or sand filters, aerated lagoons, oxidation ponds, rotating biological contactors, and other biological wastewater treatment processes. [\[Formerly Section 8-8-208\]](#)  
(Adopted November 1, 1989)
- 8-8-225 Sewer Line:** A lateral, trunk line, branch line, ditch, channel, or other conduit used to convey wastewater to downstream oil-water separators. [\[Formerly Section 8-8-218\]](#)  
(Adopted November 1, 1989)
- 8-8-226 Sludge-dewatering Unit:** Any device ~~that~~**which**, as its sole function, is used to dewater oil-water separator and air flotation slop oil/sludge. [\[Formerly Section 8-8-215\]](#)  
(Adopted November 1, 1989)
- 8-8-227 Stormwater Sewer System:** A drain and collection system that is designed and operated for the sole purpose of collecting stormwater and is segregated from the wastewater collection system. [\[Formerly Section 8-8-216\]](#)  
(Adopted 11/1/89; Amended 9/15/04)
- 8-8-228 Sumps:** Any below-grade structure typically used as a collection point for wastewater from multiple sewer lines prior to pumping or overflow to wastewater treatment. [\[Formerly Section 8-8-227\]](#)  
(Adopted September 15, 2004)
- 8-8-229 Total Organic Compounds:** [The concentration of organic compounds and methane as indicated by a hydrocarbon analyzer as specified by Section 8-8-504.](#)

- 8-8-230 Trenches:** Any open-topped culvert used to transport wastewater from the point of process discharge to subsequent wastewater collection system components, such as junction boxes and lift stations. [\[Formerly Section 8-8-228\]](#)  
(Adopted September 15, 2004)
- 8-8-231 Vapor-tight:** A leak of less than 500 ppm [by volume total organic compounds](#) (expressed as methane) above background, measured at the interface of the component in accordance with Section 8-8-603. [\[Formerly Section 8-8-204\]](#)  
(Amended 11/1/89; 9/15/04)
- 8-8-232 Vent Pipes:** Any piping used to ventilate a wastewater collection system component or a wastewater separation system. [\[Formerly Section 8-8-229\]](#)  
(Adopted September 15, 2004)
- 8-8-233 Wastewater:** Any process water ~~that~~[which](#) contains oil, emulsified oil, or other [total organic compounds](#) which is not recycled or otherwise used within a facility. [\[Formerly Section 8-8-211\]](#)  
(Adopted November 1, 1989)
- 8-8-234 Wastewater Collection System Components:** Any structure or part of structures used to collect and transport wastewater prior to any treatment. These structures are usually located before oil/water separators and may include but are not limited to process drains, sewer lines, trenches, manholes, junction boxes, reaches, sumps and lift stations (including vent pipes). [\[Formerly Section 8-8-230\]](#)  
(Adopted September 15, 2004)
- 8-8-235 Wastewater (Oil-Water) Separator:** Any device used to separate liquid [total organic compounds](#) from oil-water waste streams (excluding wastewater separator forebays, air flotation (AF) units, sludge-dewatering units, oil-water separator and /or AF Unit slop oil vessels, and junction boxes). [\[Formerly Section 8-8-202\]](#)  
(Amended November 1, 1989)
- 8-8-236 Wastewater Separation System Components:** Any structure used to remove oil from water via a physical process including but not limited to oil-water separators, dissolved air flotation units or dissolved gas flotation units. [\[Formerly Section 8-8-231\]](#)  
(Adopted September 15, 2004)
- 8-8-237 Wastewater Separator Forebay:** That section of a gravity-type separator ~~that~~[which](#) (a) receives the untreated, contaminated wastewater from the preseparator flume, and (b) acts as a header which distributes the influent to the separator channels. [\[Formerly Section 8-8-203\]](#)  
(Amended November 1, 1989)
- 8-8-238 Water Seal or Equivalent Control:** Any seal pot, p-leg trap, or other type of trap filled with a liquid not containing [total organic compounds](#) in order to create a barrier between the sewer and the atmosphere, or an equivalent physical seal, enclosed piping, pollution prevention measure or abatement device that meets the criteria of Regulation 2, Rule 1. [\[Formerly Section 8-8-232\]](#)  
(Adopted September 15, 2004)

**8-8-300 STANDARDS**

- 8-8-301 Wastewater Separators Greater than 760 Liters per Day and Smaller than 18.9 Liters per Second:** ~~A person shall not~~ [No person shall](#) operate any wastewater separator and/or forebay with a design rated or maximum allowable capacity greater than 760 liters per day and smaller than 18.9 liters per second (oil-water separators and/or forebays between 200 gals per day to 300 gals per min.) unless such wastewater separator and/or forebay is operated within its design rated or maximum allowable capacity and is equipped with one of the following:
- 301.1 A solid, gasketed, fixed cover totally enclosing the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall;

and that the access doors and other openings are closed and gasketed properly;  
or

301.2 A floating pontoon or double-deck vapor-tight type cover. All floating roofs must rest entirely on the liquid surface. The floating roof shall consist of two seals, one above the other, the one below shall be referred to as the primary seal, while the other seal shall be referred to as the secondary seal.

2.1 Oil-Water Separator Liquid-Mounted Primary Seal Gap Criteria: No gap between the separator wall and the liquid-mounted primary seal shall exceed 3.8 cm (1.5 inch). No continuous gap greater than 0.32 cm (0.125 inch) shall exceed 10 percent of the perimeter of the separator. The cumulative length of all primary seal gaps exceeding 1.3 cm (0.5 inch) shall be not more than 10 percent of the perimeter and the cumulative length of all primary seal gaps exceeding 0.32 cm (0.125 inch) shall be not more than 40 percent of the perimeter.

2.2 Oil-Water Separator Secondary and Wiper Seals Gap Criteria: No gap between the separator wall and the secondary and wiper seals shall exceed 1.5 mm (0.06 inch). The cumulative length of all secondary and wiper seals gaps exceeding 0.5 mm (0.02 inch) shall be not more than 5 percent of the perimeter of the separator. The secondary and wiper seals must exert a positive pressure against the separator such that the seal surface in contact with the separator wall does not pull away from the separator wall more than the gaps allowed.

2.3 Primary and Secondary Seal Gap Inspection: The primary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every 5 years thereafter in accordance with the requirements of Section 8-8-301.2.1. The secondary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every year thereafter in accordance with the requirements of Section 8-8-301.2.2. The owner or operator shall make necessary repairs within 30 calendar days of identification of seals not meeting the requirements listed in Sections 8-8-301.2.1 and 301.2.2; or

301.3 A ~~total~~ organic compound vapor recovery system with a combined collection and destruction efficiency of at least 95 percent, by weight.

301.4 Deleted October 6, 1993

*(Amended 11/1/89; 10/6/93; 9/15/04)*

**8-8-302 Wastewater Separators Larger than or Equal to 18.9 Liters per Second:** ~~A person shall not~~ No person shall operate any wastewater separator and/or forebay with a rated or maximum allowable capacity larger than or equal to 18.9 liters per second (300 gals per min.) unless such wastewater separator and/or forebay is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

302.1 A solid, vapor-tight, full contact fixed cover which totally encloses the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed and sealed, except when the opening is being used for inspection, maintenance, or wastewater sampling; or

302.2 A floating pontoon or double-deck vapor-tight type cover. All floating roofs must rest on the liquid surface. The floating roof shall consist of two seals, one above the other, the one below shall be referred to as the primary seal, while the other seal shall be referred to as the secondary seal.

2.1 Oil-Water Separator Liquid-Mounted Primary Seal Gap Criteria: No gap between the separator wall and the liquid-mounted primary seal shall exceed 3.8 cm (1.5 inch). No continuous gap greater than 0.32 cm (0.125 inch) shall exceed 10 percent of the perimeter of the separator. The cumulative length of all primary seal gaps exceeding 1.3 cm (0.5 inch) shall be not more than 10 percent of the perimeter and the cumulative length of all primary seal gaps exceeding 0.32 cm (0.125 inch) shall be not more than 40 percent of the perimeter.

- 2.2 Oil-Water Separator Secondary and Wiper Seals Gap Criteria: No gap between the separator wall and the secondary and wiper seals shall exceed 1.5 mm (0.06 inch). The cumulative length of all secondary and wiper seals gaps exceeding 0.5 mm (0.02 inch) shall be not more than 5 percent of the perimeter of the separator. The secondary and wiper seals must exert a positive pressure against the separator such that the seal surface in contact with the separator wall does not pull away from the separator wall more than the gaps allowed. ~~or~~
- 2.3 Primary and Secondary Seal Gap Inspection: The primary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every 5 years thereafter in accordance with the requirements of Section 8-8-302.2.1. The secondary seal shall be inspected within 60 calendar days after initial installation of the floating roof and once every year thereafter in accordance with the requirements of Section 8-8-302.2.2. The owner or operator shall make necessary repairs within 30 calendar days of identification of seals not meeting the requirements listed in Sections 8-8-302.2.1 and 302.2.2; or
- 302.3 A vapor-tight fixed cover with a ~~a~~ total organic compound vapor recovery system which has a combined collection and destruction efficiency of at least 95 percent, by weight, inspection and access hatches shall be closed except when the opening is being used for inspection, maintenance, or wastewater sampling; ~~or~~
- 302.4 A solid, sealed, gasketed, fixed cover which totally encloses the separator tank, chamber, or basin (compartment) liquid contents, with all cover openings closed and sealed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include a pressure/vacuum valve. The concentration of total organic compounds, measured at the interface of the roof seals, fixed cover, access doors, pressure/vacuum valve, and other openings shall not exceed 1,000 ppm (expressed as methane) above background. Roof seals, fixed cover, access doors, and other openings shall be inspected initially and semiannually thereafter to ensure that there are no emission leaks greater than 1,000 ppm. Any emission leak greater than 1,000 ppm must be reported to the APCO and repaired within 15 days.
- 302.5 Deleted October 6, 1993
- ~~302.6 Roof seals, fixed covers, access doors, and other openings at refineries shall be inspected initially and semiannually thereafter to ensure that they are vapor tight. A leak in any component that is not vapor tight must be minimized within 24 hours and repaired within 7 days.~~

*(Adopted 1/1/89; Amended 10/6/93; 9/15/04; 11/3/21)*

- 8-8-303 Gauging and Sampling Devices:** Any compartment or access hatch shall have a vapor ~~vapor~~-tight cover. Any gauging and sampling device in the compartment cover shall be equipped with a vapor ~~vapor~~-tight cover, seal, or lid. The compartment cover and gauging or sampling device cover shall at all times be in a closed position, except when the device is in use for inspection, maintenance, or wastewater sampling.
- (Amended, Renumbered November 1, 1989)*
- 8-8-304 Sludge-dewatering Unit:** Any sludge-dewatering unit, equipment, machinery, apparatus, or device shall be totally enclosed and vented to an ~~control~~ abatement device which has a minimum combined collection and destruction efficiency of 95 percent by weight; or shall have vapor-tight covers on the unit, conveyer belts, and storage bins or tanks except during inspection, maintenance or when the solids storage bin is in use. Sludge must be maintained in vapor ~~vapor~~-tight containers during storage.
- (Adopted 11/1/89; Amended 10/6/93; 9/15/04)*
- 8-8-305 Oil-Water Separator ~~And/Or~~ and/or Air Flotation Unit Slop Oil Vessels:** ~~A person shall~~ not ~~No person shall~~ store any oil-water separator and/or air flotation unit sludges in an oil-water separator slop oil vessel unless such oil-water separator slop oil vessel is equipped with one of the following:

- 305.1 A solid, gasketed, fixed cover totally enclosing the vessel liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include an atmospheric vent or a pressure/vacuum valve. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 305.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 305.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-306 Oil-Water Separator Effluent Channel, Pond, Trench, or Basin:** ~~A person shall not~~ No person shall operate any oil-water separator effluent channel, pond, trench, or basin a design rated or maximum allowable capacity greater than 25.2 liters per second (any oil-water separator effluent channel, pond, trench, or basin greater than 400 gals per min) unless such oil-water separator effluent channel, pond, trench, or basin is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

- 306.1 A solid, gasketed, fixed cover totally enclosing the oil-water separator effluent channel, pond, trench, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 306.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 306.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-307 Air Flotation Unit:** ~~A person shall not~~ No person shall operate any air flotation unit and/or pre-air flotation unit flocculation sump, basin, chamber, or tank with a design rated or maximum allowable capacity greater than 25.2 liters per second (air flotation units and/or pre-air flotation unit flocculation sump, basin, chamber, or tank greater than 400 gals per min.) unless such air flotation unit and/or pre-air flotation unit flocculation sump, basin, chamber, or tank is operated within its design rated or maximum allowable capacity and is equipped with one of the following:

- 307.1 A solid, gasketed, fixed cover totally enclosing the air flotation and pre-air-flotation-unit flocculation tank, chamber, or basin (compartment) liquid contents, with all cover openings closed, except when the opening is being used for inspection, maintenance, or wastewater sampling. The cover may include an atmospheric vent or pressure/vacuum valve. Roof seals, access doors, and other openings shall be checked by visual inspection initially and semiannually thereafter to ensure that no cracks or gaps greater than 0.32 cm (0.125 inch) occur in the roof or between the roof and wall; and that the access doors and other openings are closed and gasketed properly; or
- 307.2 A total organic compound vapor recovery system with a combined collection and destruction efficiency of at least 70 percent, by weight.
- 307.3 Deleted October 6, 1993

*(Adopted 11/1/89; Amended 10/6/93; 9/15/04)*

**8-8-308 Junction Box:** Any junction box shall be equipped with either a solid, gasketed, fixed cover totally enclosing the junction box or a solid manhole cover. Junction boxes may include openings in the covers and vent pipes if the total open area of the junction box does not exceed 81.3 cm<sup>2</sup> (12.6 in<sup>2</sup>) and all vent pipes are at least 3 feet in length.

*(Adopted 11/1/89; Amended 10/6/93)*

**8-8-309 Deleted October 6, 1993**

**8-8-310 Deleted October 6, 1993**

**8-8-311 Deleted October 6, 1993**

~~**8-8-312 Controlled Wastewater Collection System Components at Refineries:** Effective January 1, 2006, all controlled wastewater collection system components at refineries shall be vapor tight except when in use for active inspection, maintenance, repair or sampling. A leak in any controlled wastewater collection system component that is not vapor tight must be minimized within 24 hours and repaired within 7 days.  
(Adopted September 15, 2004, amended November 03, 2021)~~

~~**8-8-313 Uncontrolled Wastewater Collection System Components at Refineries:** Refineries shall comply with either Section 8-8-313.1 or 313.2 below:  
313.1 Each uncontrolled wastewater collection system component must be equipped with a water seal or equivalent control according to the schedule in Section 8-8-403. Any uncontrolled collection system component that is not vapor tight must be minimized. Upon installation of a water seal or equivalent control, the provisions of Section 8-8-312 will apply; or  
313.2 Effective January 1, 2006 and until January 1, 2007, each uncontrolled wastewater collection system component must be inspected bi-monthly. Effective January 1, 2007, each uncontrolled wastewater system component must be inspected semi-annually. Any uncontrolled wastewater collection system component that is not vapor tight shall be identified, minimized within 24 hours and re-inspected every 30 days. The component may be returned to a semi-annual inspection schedule if it is vapor tight during three consecutive 30-day inspections. Any uncontrolled wastewater collection system component that is not vapor tight during any three inspections in a five-year period must be equipped with a water seal or equivalent control within 30 days after the third inspection. Upon installation of the water seal or equivalent control, the provisions of Section 8-8-312 shall apply. Unless previously identified by the refinery, any wastewater system component discovered by the APCO not to be vapor tight must be minimized within 24 hours and repaired within 7 days.  
(Adopted 9/15/04; Amended 11/3/21)~~

~~**8-8-314 New Wastewater Collection System Components at Refineries:** Effective January 1, 2005, any new wastewater collection system component at a refinery shall be equipped with a water seal or equivalent control.  
(Adopted 9/15/04; Amended 11/3/21)~~

**8-8-315 Wastewater Collection System Components and Wastewater Separation System Components at Refineries:** The owner or operator of a wastewater collection system component or a wastewater separation system component at a refinery shall comply with one of the following:  
315.1 All wastewater collection system components and wastewater separation system components shall be vapor-tight. Any component discovered by the owner or operator not to be vapor-tight shall be repaired in accordance with the schedule in Section 8-8-405. Any component discovered by the APCO not to be vapor-tight shall constitute a violation of this Rule and shall be repaired within 24 hours in accordance with Section 8-8-405.3; or  
315.2 Operate a vapor-tight collection system that is routed to a vapor recovery or abatement system that has a minimum destruction efficiency of 95 percent, by weight, for abating emissions of total organic compounds from the component or components, as determined in accordance with the requirements in Section 8-8-506, or which can meet an outlet concentration of 500 ppm by volume total organic compounds (expressed as methane).

**8-8-316 Prohibition of Discharge at Refineries:** The owner or operator of a wastewater collection system component, separation system component or secondary treatment process component at a refinery shall not discharge non-aqueous phase hydrocarbon streams into



wastewater collection system components and shall not discharge any free phase organic liquid streams into wastewater secondary treatment process components. The organic concentration in wastewater shall be determined by the methods specified in Section 8-8-605.

**8-8-400 ADMINISTRATIVE REQUIREMENTS**

**8-8-401 Deleted October 6, 1993**

**8-8-402 Wastewater Collection and Separation System Identification and Inspection and Maintenance Plan at Refineries:** All refineries must ~~implement an inspection and maintenance plan that~~ meets all of the following requirements:

402.1 ~~By October 1, 2005, A~~all wastewater collection system and separation system components must be equipped with a unique tag and permanent identification code. The tag and identification code shall be used to differentiate between vapor-tight components and those components routed to a vapor recovery or abatement system.

~~identified and the APCO must be provided with lists, diagrams or other information sufficient to locate all components. It shall not be violation of this requirement if the refinery discovers that a component has been omitted from the list, diagram, or other information and submits information to the APCO regarding the component. Effective October 1, 2005, any wastewater collection system component found by the APCO that was not identified pursuant to the provisions of this section shall constitute a violation.~~

402.2 ~~By October 1, 2005, an initial inspection of all wastewater collection system components must be completed by the refinery. The results of the initial inspection shall be made available to the APCO, but any wastewater collection system component that is not vapor tight shall not trigger the requirements of Section 8-8-313 before the effective date of that Section.~~

402.3 ~~Effective January 1, 2006, for refineries that elect to comply with Section 8-8-313.2, the plan must provide for the identification and minimization of leaking components and a re-inspection within 30 days of discovery. The plan must also provide for re-inspections every thirty days until the affected component is either controlled or is returned to the inspection schedule in Section 8-8-313.2.~~

402.4 ~~Effective January 1, 2006, Except as provided under Section 8-8-405.5, each controlled wastewater collection or separation system~~ component shall be inspected quarterly, semi-annually.

402.5 Records must be maintained pursuant to Section 8-8-505.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-403 Refinery Compliance Schedule:** Any refinery electing to comply with Section 8-8-313.1 shall install controls on uncontrolled wastewater collection system components according to the following schedule:

403.1 ~~By October 31, 2005, install controls on 25% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.2 ~~By April 30, 2006, install controls on 50% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.3 ~~By October 31, 2006, install controls on 75% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

403.4 ~~By April 30, 2007, install controls on 100% of wastewater collection system components that were uncontrolled as of January 1, 2005.~~

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-404 Uncontrolled Wastewater Collection System Components Election:** By November 1, 2004, each refinery shall choose a compliance option from Section 8-8-313 and notify the APCO in writing indicating which option has been chosen.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-405 Repair Schedule for Leak Excesses at Refineries:** For any leak that is not vapor-tight, the owner or operator shall meet the following requirements:

- 405.1 The date, location, and value of each excess shall be recorded and the location shall be marked.
- 405.2 If the leak has been discovered by the owner or operator, the leak shall be minimized within 24 hours and repaired within seven (7) days; or
- 405.3 If the leak has been discovered by the APCO, the leak must be repaired within 24 hours.
- 405.4 Any equipment found to have a leak shall be reinspected within 24 hours after any leak repair or minimization.
- 405.5 If any equipment is found leaking more than three (3) consecutive quarters, the inspection frequency shall change from quarterly to monthly pursuant to Section 8-8-406.

**8-8-406** **Recurrent Leak Schedule at Refineries:** For any equipment found leaking in more than three consecutive quarters, a person subject to this Rule shall comply with the following requirements:

- 406.1 The inspection frequency shall be changed from quarterly to monthly.
- 406.2 If the equipment remains leak free for four consecutive months the inspection frequency will revert back to quarterly upon request and after APCO approval.

**8-8-500 MONITORING AND RECORDS**

**8-8-501 API Separator or Air Flotation Bypassed Wastewater Records:** Any person who bypasses wastewater past their API Separator or Air Flotation unit shall maintain records on the amount of bypassed wastewater, duration, date, causes for bypasses, and dissolved critical total organic compound concentration (volume). These records shall be retained and available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-502 Wastewater Critical Total Organic Compound Concentration ~~or~~ Temperature Records:** Any person who seeks an exemption of ~~exempts~~ their wastewater separator because of either wastewater critical total organic compound concentration or temperature shall sample and test the wastewater initially and semiannually thereafter and maintain records on the date, time of test, location, and wastewater temperature and/or critical total organic compound concentration (volume), where applicable. These records shall be retained and available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted 11/1/89; Amended 9/15/04)*

**8-8-503 Inspection and Repair Records:** Records of inspections and repairs as required by Sections 8-8-301, 302, 305, 306, ~~or~~ 307, 315, 402, 405 or 406 shall be retained and made available for inspection by the APCO for at least ~~24 months~~five years.

*(Adopted October 6, 1993)*

**8-8-504 Portable Hydrocarbon Detector:** Any instrument used for the measurement of total organic compounds shall be a combustible gas detector that has been approved by the APCO and meets the specifications and performance criteria of and has been calibrated in accordance with EPA Reference Method 21 (40 CFR 60, Appendix A).

*(Adopted June 15, 1994)*

**8-8-505 Records for Wastewater Collection System and Wastewater Separation System Components at Refineries:** Any person subject to the requirements of this ~~R~~Rule shall:

- 505.1 Maintain records of the type and location of each wastewater collection system and separation system component.
- 505.2 Record the date of each wastewater collection system and separation system component inspection, and re-inspection and leak concentration measured for each inspection or re-inspection.
- 505.3 Record a description of the minimization or repair efforts on each leaking component that is not vapor-tight.
- 505.4 Maintain required records for at least ~~5~~ five years and make them available to the APCO for inspection at any time.

*(Adopted 9/15/04; Amended 11/3/21)*

**8-8-506** **Source Test Requirements at Refineries:** Any owner or operator who uses an abatement device to comply with the requirements set forth in Section 8-8-315 of this Rule shall perform a source test on the system verifying operation at the required abatement efficiency at least once in any calendar year in which the system is used to comply with this Rule. Source testing, including prior notification of the Air District, shall be performed in accordance with the Manual of Procedures, Volume IV. This section does not apply to any device that collects all emissions and vents them to a fuel gas collection system for combustion, or to any device that is subject to parametric monitoring or periodic source testing in accordance with an Air District permit to operate.

**8-8-507** **Wastewater Organic Concentration Monitoring at Refineries:** The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall monitor the concentrations of oil and grease, total organic carbon, and volatile and semi-volatile organic compounds in wastewater along with total wastewater flowrate at the inlet to oil-water separators, inlet to secondary treatment system, and outlet of secondary treatment system. Monitoring shall be conducted on the following frequency:

507.1 Effective XXXX (date of rule adoption) until YYYY (6 months after rule adoption date), at least once every 30 days.

507.2 Effective YYYY (6 months after rule adoption date), at least once every 90 days.

**8-8-508** **Wastewater Organic Concentration Recordkeeping Requirements at Refineries:** The owner or operator of wastewater separation system components or secondary treatment processes at a refinery shall keep the following records in a form suitable for inspection for a period of at least five years and made available to the APCO upon request:

508.1 Concentration of oil and grease.

508.2 Concentration of total organic carbon.

508.3 Concentration of volatile and semi-volatile organic compounds.

508.4 Location of each recorded concentration (inlet to oil-water separator, inlet to secondary treatment system, or outlet of secondary treatment system).

## **8-8-600** **MANUAL OF PROCEDURES**

**8-8-601** **Wastewater Analysis for Critical Total Organic Compounds:** Samples of wastewater as specified in this Rule shall be taken at the influent stream for each wastewater collection system and wastewater separation system unit and analyzed for the concentration of dissolved critical total organic compounds ~~as prescribed in the~~ by any of the following methods, or latest revision, where applicable:

601.1 Concentration of total organic carbon shall be determined by ~~Manual of Procedures, Volume III, Lab Method 33~~ EPA Method 9060A or SM 5310D.

601.2 Concentration of organic Toxic Air Contaminants listed in Regulation 2, Rule 5, Table 2-5-1 shall be determined by EPA Methods 8260D and 8270E.

601.3 Any alternative method to those listed above if determined to be equivalent by the EPA or approved by the APCO.

*(Amended 11/1/89; 10/6/93; 9/15/04)*

**8-8-602** **Determination of Emissions:** Emissions of total organic compounds as specified in Sections 8-8-301.3, ~~8-8-302.3, 8-8-304, 8-8-305.2, 8-8-306.2, and 8-8-307.2,~~ and 315.2 shall be measured as prescribed by any of the following methods: 1) BAAQMD Manual of Procedures, Volume IV, ST-7, 2) EPA Method ~~25, or 25A~~, or 3) any other method approved by the APCO. A source shall be considered in violation if the total organic compound emissions measured by any of the referenced test methods exceed the standards of this ~~R~~Rule.

*(Amended 11/1/89; 10/6/93; 6/15/94; 9/15/04, 11/3/21)*

**8-8-603** **Inspection Procedures:** For the purposes of Sections 8-8-301, 302, 303, 304, ~~312, 315, 313 and~~ 402, 405, and 406, leaks shall be measured using a portable combustible gas detector as prescribed in EPA Reference Method 21 (40 CFR 60, Appendix A).

*(Adopted 6/15/94; Amended 9/15/04)*

**8-8-604** **Determination of Abatement Efficiency:** Abatement efficiency of an abatement device as specified in Section 8-8-506 shall be determined as prescribed in the Manual of Procedures, Volume IV, ST-7 or any other method approved by the APCO.

**8-8-605** **Determination of Organic Concentration in Wastewater:** The organic concentration determination as specified by Section 8-8-507 shall be measured using any of the following methods, or latest revision, where applicable:

605.1 Oil and grease content shall be determined using EPA Method 1664A.

605.2 Total organic carbon content shall be determined by using EPA Method 9060A or Method SM 5310D.

605.3 Volatile and semi-volatile organic compounds content shall be determined by EPA Methods 8260D and 8270E.

605.4 Any alternative method to those listed above if determined to be equivalent by the EPA or approved by the APCO.

**ATTACHMENT B**

**CEQA NEGATIVE DECLARATION**

**DRAFT**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NEGATIVE DECLARATION**

**Proposed Amendments to  
Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems**

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 et seq, and Sections 15071 and 15074 of the CEQA Guidelines, the Board of Directors of the Bay Area Air Quality Management District (Air District) hereby adopts this Negative Declaration finding that the adoption of Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems will not have a significant effect on the environment.

**Project Name:** Proposed Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems.

**Project Description:** The Air District has regulatory authority over stationary sources of air pollution in the San Francisco Bay Area. The proposed amendments to Regulation 8, Rule 8 (Rule 8-8) address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from wastewater collection and separation systems at industrial facilities in the Bay Area. The proposed amendments would enact more stringent best available retrofit control technology (BARCT) levels at the refinery wastewater treatment systems by increasing frequency of leak inspections, updating leak detection methodologies and standards to include a wider range of organic compounds (including methane), and strengthening protocols for repairing and minimizing leaks. The amendments also include a number of other changes to improve enforceability of the provisions and expand sampling and monitoring requirements.

**Project Location:** The nine-county jurisdiction of the Bay Area Air Quality Management District, which includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties, and portions of southwestern Solano County and southern Sonoma County. A map of the project location is provided in Figure 2-1 on page 2-11 of the Initial Study attached hereto.

**Project Proponent and Lead Agency:** The Bay Area Air Quality Management District.

**Finding of No Significant Impact:** The Board of Directors of the Bay Area Air Quality Management District hereby finds, using its own independent judgment and analysis, that based on the whole record (including the Initial Study and public comments received) there is no substantial evidence that the proposed amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems will have a significant effect on the environment.

**Initial Study:** A copy of the Initial Study documenting the reasons supporting the finding of no significant impact is attached hereto.

**Mitigation Measures:** No mitigation measures need to be included in the project to avoid potentially significant effects, as the project will not have any potentially significant effects.