



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

BOARD OF DIRECTORS
MEETING

November 1, 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

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

Glenarden Library
8724 Glenarden Parkway
Glenarden, MD 20706

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/87261098018>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 8726 109 8018

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, NOVEMBER 1, 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 - 24)

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

The Board of Directors will consider approving the Draft Minutes of the Board of Directors meeting of October 4, 2023.

5. Board Communications Received from October 18, 2023 through October 31, 2023

A copy of communications directed to the Board of Directors received by the Air District from October 18, 2023 through October 31, 2023, if any, will be distributed to the Board Members by way of email.

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

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

7. Quarterly Report of the Executive Office and Division Activities for the Months of April 2023 - June 2023

This is an informational item only.

8. Notice of Proposed Amendments to Administrative Code – Comprehensive Administrative Code Update

The Board of Directors will receive notice that at its next meeting on November 15, 2023, the Board will consider a proposed comprehensive update and overhaul of the Administrative Code that will replace Division I and Division II of the current code, which contain the Air District's Operating Policies and Procedures and Fiscal Policies and Procedures, respectively, with a proposed new Administrative Code. The Board of Directors will also consider accompanying Implementation Policies and Board Rules of Procedure at that time.

9. Appointment of Hearing Board Members for the Public Category Positions - Principal Member B and Alternate Member B

The Board of Directors will consider appointing Hearing Board members for Public Category Positions - Principal Member B and Alternate Member B, as recommended by the Finance and Administration Committee.

10. Authorization to Issue a Credit Card to the Deputy Executive Officer of Engineering and Compliance and Deputy Executive Officer of Public Affairs

The Board of Directors will consider authorizing issuance of credit cards to the Deputy Executive Officer of Engineering and Compliance and Deputy Executive Officer of Public Affairs with a credit limit of \$5,000 each. This will increase the Air District's cumulative executive-level management staff credit card limit from \$80,000 to \$90,000.

11. Authorization to Allocate Remaining Wildfire Mitigation Designation Funds to Home Air Filtration Program

The Board of Directors will consider authorizing 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 categories and partners.

12. Authorization to Execute a Sponsorship Contract with the American Lung Association (ALA)

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a sponsorship of the American Lung Association (ALA) in an amount not to exceed \$60,000 to promote Air District programs, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.

13. Authorization to Execute Lease Agreement for a Compliance & Enforcement (C&E) Field Office in Hayward

The Board of Directors will consider authorizing the Executive Officer /APCO to execute a five-year Lease Agreement with Hayward Business Park, Inc., for a Compliance & Enforcement field office in Hayward for a total amount not to exceed \$107,772 over five years.

14. Authorization to Execute Professional Services Agreement with En2Action for Bayview Hunters Point/Southeast San Francisco AB 617 Community Steering Committee

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a Professional Services Agreement with En2Action in an amount not-to-exceed \$315,000 and a term to July 31, 2024 to provide facilitation and logistics support for the Bayview Hunters Point/ Southeast San Francisco AB 617 Community Steering Committee.

15. Authorization to Extend the Term and Increase the Total Dollar Amount of the Master Services Agreement with the Marie Harrison Community Foundation for the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (AB 617)

The Board of Directors will consider authorizing the Executive Officer/ APCO to extend the term of the Master Services Agreement with the Marie Harrison Community Foundation from October 31, 2023, to November 30, 2024, and increase the contract limit by \$150,000 from \$90,000 to \$240,000. The changes will support the development of the Bayview Hunters Point/ Southeast San Francisco's Community Emissions Reduction Plan (AB 617).

16. Authorization to Extend the Term and Increase the Total Dollar Amount of the Master Services Agreement with the Bayview Hunters Point Community Advocates for the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (AB 617)

The Board of Directors will consider authorizing the Executive Officer/ APCO to extend the term of the Master Services Agreement with the Bayview Hunters Point Community Advocates from October 31, 2024 to November 30, 2024 and increase the total not-to-exceed by \$150,000 from \$90,000 to \$240,000. The changes will support the development of the Bayview Hunters Point/ Southeast San Francisco's Community Emissions Reduction Plan (AB 617).

17. Authorization to Execute a Contract with NFP Retirement, Inc.

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with NFP Retirement, Inc. for an amount not to exceed \$88,500 for a term of three years. NFP Retirement will provide advisory services to complement the Air District's retirement plans, including a review of Investment Policy Statement, employee Education and Communication Services, and Plan Governance.

18. Authorization to Execute Contract Amendments for Website Maintenance and Improvements in the amount of \$440,335

The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract Amendments for Cylogy, and Malinda Lai in the amount of \$440,335 through June 30, 2024 for website maintenance and improvements, including providing public access to regulated facilities' permits, air pollution complaints, alternate language translation, ADA compliance, and software upgrades.

19. Report of the Legislative Committee Meeting of October 4, 2023

The Board of Directors will receive a report of the Legislative Committee meeting of October 4, 2023.

20. Report of the Finance and Administration Committee Meeting of October 4, 2023

The Board of Directors will receive a report of the Finance and Administration Committee meeting of October 4, 2023.

21. Report of the Stationary Source and Climate Impacts Committee Meeting of October 11, 2023

The Board of Directors will receive a report of the Stationary Source and Climate Impacts Committee Meeting of October 11, 2023.

22. Report of the Mobile Source and Climate Impacts Committee Meeting of October 11, 2023

The Board of Directors will receive a report of the Mobile Source and Climate Impacts Committee meeting of October 11, 2023, and will consider the following actions recommended by the Committee:

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

Action Item: The Board of Directors will consider approving recommended projects with proposed grant awards over \$500,000; and authorize the Executive Officer/Air Pollution Control Officer (APCO) to enter into all necessary agreements with applicants for the recommended projects.

For the full Committee agenda packet and materials, click on the link below:
www.baaqmd.gov/bodagendas

B. Participation in 2023-2024 Funding Agricultural Reduction Measures for Emissions Reductions (FARMER) Incentive Program

Action Item: The Board of Directors will consider authorizing the Air District to accept, obligate, and expend up to \$3.4 million in the new Fiscal Year 2023-2024 State funds from the California Air Resources Board (CARB) for the FARMER program; adopt a resolution to authorize the Air District's participation in the FARMER program; and authorize the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding, and to execute grant agreements and amendments for projects with individual grant award amounts up to \$500,000.

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

C. Updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025 and a Request from Alameda County Transportation Commission for Approval of a Cost-Effectiveness Limit for a FYE 2024 Project

Action Item: The Board of Directors will consider approving proposed updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025; and approve the proposed cost-effectiveness limit to enable Alameda County Transportation Commission (Alameda CTC) to award FYE 2024 TFCA 40% funds to an arterial management project.

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

23. Report of the Finance and Administration Committee's Special Meeting of October 18, 2023

The Board of Directors will receive a report of the Finance and Administration Committee Meeting of October 18, 2023, and will consider the following action recommended by the Committee.

24. Report of the Community Equity, Health and Justice Committee Meeting of October 18, 2023

The Board of Directors will receive a report of the Community Equity, Health and Justice Committee Meeting of October 18, 2023, and will consider the following action recommended by the Committee:

A. Authorization for Year 3 of the James Cary Smith Community Grant Program

Action Item: The Board of Directors will consider authorizing the Executive Officer/Air Pollution Control Officer (APCO) execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board for one additional year, and to approve the cumulative Year 3 grant amount in a not to exceed amount of \$1,688,575, to allow eligible grantees to begin the final year of the three-year grant program.

For the full Committee agenda packet and materials, click on the link below:

www.baaqmd.gov/bodagendas

ACTION ITEM(S)

25. Approval of Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association and Authorization of Compensation Package for Air District Employees for the Fiscal Year Ending 2024

The Board of Directors will consider approving the proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association, adopting the Resolution authorizing employee salaries and benefits for represented and non-represented employees, and authorizing the transfer of \$820,000 from the General Fund undesignated reserves for one-time salary payments and 401A contributions.

This is an action item and will be presented by Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration.

26. Update on Decommissioning Legacy Permitting and Enforcement Computer Systems and the Implementation of the My Air Online Replacement Systems; and Consider Finance and Administration Committee Recommendation that the Board of Directors Authorize the APCO to Execute Related Service Contracts Not to Exceed \$2,650,000.

Staff presented the status of the decommissioning of legacy permitting and enforcement software and hardware systems, the implementation schedule for the new My Air Online replacement systems, and a request to recommend contract amendments to the Finance and Administration Committee (FAC) on October 18, 2023. The Board of Directors will consider the FAC recommendation to authorize the APCO to execute contracts for related services not to exceed \$2,650,000. This is an action item and will be presented by John Chiladakis, Chief Technology Officer.

INFORMATIONAL ITEM(S)

27. Update on the Home Air Filtration Program by Air District Staff and Asthma Mitigation Project (AMP) Partner Agencies

The Board of Directors will receive a presentation on an overview of the District's Home Air Filtration Program by Air District staff and Asthma Mitigation Project (AMP) partner agencies from 2021 to 2023. This update will include Regional Asthma Management and Prevention (RAMP)'s case study report on client-level data and the partnership between the District, RAMP and AMP partner agencies, and a spotlight on Breathe CA – one of the AMP partners providing air filters and asthma education to low-income clients with lung conditions. The item will be presented by Amy Smith of the District's Community Engagement Office, Anne Kelsey Lamb of RAMP, and Tanya Payyappilly of Breathe CA.

28. Air District Strategic Planning Update

BluePoint Planning, together with Air District staff, will provide an update on the Air District's strategic planning efforts and next steps.

OTHER BUSINESS

29. 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. .

30. 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)

31. Report of the Executive Officer/APCO
32. Chairperson's Report
33. Time and Place of Next Meeting

November 15, 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

34. 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.

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

Significant exposure to litigation pursuant to Government Code section 54956.9(a) and (d)(2): Claim of Makena "Ruby" World (1 claim).

OPEN SESSION

36. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

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

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

NOVEMBER 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	1	9:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	1	1:00 p.m.	1 st Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee	Wednesday	8	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Mobile Source and Climate Impacts Committee	Wednesday	8	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Meeting	Wednesday	15	9:00 a.m.	1 st Floor Board Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	15	1:00 p.m.	1 st Floor Board Room
Community Advisory Council Meeting	Thursday	16	6:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Legislative Committee Meeting	Wednesday	29	10:00 a.m.	1 st Floor Board Room

DECEMBER 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Nominating Committee	Wednesday	6	8:59 a.m.	1 st Floor Board Room
Board of Directors Meeting	Wednesday	6	9:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	6	1:00 p.m.	1 st Floor Board Room

DECEMBER 2023

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

MV 10/26/2023 – 12:02 p.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Approval of the Draft Minutes of the Board of Directors Meeting of October 4, 2023

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of October 4, 2023

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of October 4, 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 October 4, 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, October 4, 2023

DRAFT MINUTES

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

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 930 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Margaret Abe-Koga, Juan Gonzalez, Sergio Lopez, Myrna Melgar, Katie Rice, and Vicki Veenker.

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

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

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

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

Absent: Directors Noelia Corzo, Tyrone Jue, Otto Lee, Nate Miley, Ray Mueller, Shamann Walton, and Steve Young.

2. **PLEDGE OF ALLEGIANCE**
3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters introduced new employees: Patricia Roman, My Air Online Director/Officer, Christopher Easter, Senior Air Quality Specialist in the Rules and Strategic Policy Division, and Gregory Dhawan

Muren, Assistant Counsel II. Chair Bauters also congratulated Alex Gordon, who was promoted to Air Quality Technician I in the Compliance and Enforcement Division.

NOTED PRESENT: Director Lopez was noted present at 9:38 a.m.; and Director Hannigan was noted present at 9:46 a.m.

CONSENT CALENDAR (ITEMS 4 – 16)

4. Approval of the Draft Minutes of the Board of Directors Meeting of September 20, 2023
5. Board Communications Received from September 20, 2023, through October 3, 2023
6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of August 2023
7. Authorization to Amend Legal Services Agreement with Shute Mihaly & Weinberger
8. Authorization to Purchase Equipment from Thermo Electron North America LLC
9. Appointment of Hearing Board Members for the Professional Engineer, Professional Engineer Alternate and Medical Alternate Hearing Board Positions
10. Authorization to Execute a Contract Amendment with Renne Public Law Group
11. Authorization to Transfer of \$925,000 of General Reserve Funds for the FYE 2024 Spare the Air Summer Advertising and Messaging Campaign
12. Authorization to Execute a Contract Amendment with Oppenheimer Investigations Group, LLP
13. Authorization to Execute a Contract with ICF Incorporated, LLC
14. Authorization to Continue Using and to Expend Monies Under the Existing Agreements with Enterprise Fleet Management, Inc. (EFM) and EAN Services, LLC (EAN) for Fleet Management Services and Rental Vehicle Services
15. Report of the Community Advisory Council Retreat/Special Meeting of September 14 - 15, 2023
16. Report of the Community Equity, Health and Justice Committee Meeting of September 20, 2023

Public Comments

Public comments were given by “Call-In User_1.” This speaker was removed from the meeting by Chair Bauters after giving public comments.

Board Comments

Regarding Item 11, Authorization to Transfer of \$925,000 of General Reserve Funds for the FYE 2024 Spare the Air Summer Advertising and Messaging Campaign, Vice Chair Hurt expressed her desire for Allison+Partners, the advertising contractor, to prioritize directing communication and messaging to youth in highly impacted communities.

Board Action

Vice Chair Hurt made a motion, seconded by Director Gonzalez, 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, Gallagher, Gioia, Gonzalez, Hannigan, Haubert, Hopkins, Hudson, Hurt, Lopez, Melgar, Rice, Ross, Veenker. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | Corzo, Jue, Lee, Miley, Mueller, Walton, Young. |

OTHER BUSINESS

17. BOARD MEMBER COMMENTS

None.

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

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

- The Bay Area Air Quality Management District is inviting residents to participate in the 6th Annual California Clean Air Day on October 4. Designed around individual actions, the event is a statewide initiative built on the idea that shared experiences unite people to improve community health. Hosted by the Coalition for Clean Air, Clean Air Day is an accessible opportunity that allows for virtual and in-person participation. For a full list of Clean Air Day events being held around the Bay Area, visit www.cleanairday.org/events
- Principal Air Quality Specialist in the Air District’s Compliance and Enforcement Division, Chris Crowley, received the 2023 Rodney Swartzendruber Award from the Enforcement Managers Committee of the California Air Pollution Control Officers Association.
- The following individuals will serve in a four-week rotational assignment as acting Deputy Executive Officer (DEO) of Equity and Community Programs, while the recruitment for the permanent DEO is conducted. This position will oversee the Community Engagement Office, Diversity, Equity & Inclusion Office, Strategic Incentives Division, and Technology Implementation Office.
 - **Tim Williams**, Manager, Diversity, Equity, and Inclusion, 10/2/23 – 10/29/23
 - **Victor Douglas**, Manager, Rule Development, 10/30/23 – 11/26/23
 - **Suma Peesapati**, Environmental Justice and Community Engagement Officer, 11/27/23 – 12/24/23
 - **Marcia Raymond**, Assistant Counsel, 12/25/23 – 1/21/24

19. CHAIRPERSON’S REPORT

Chair Bauters announced that the Board’s Legislative Committee will meet following the Board meeting (on October 4, 2023), no earlier than 10:30 a.m., and the Finance and Administrative Committee will follow the Legislative Committee meeting (on October 4, 2023), no earlier than 1:00 p.m.

Every October, schools across the county—and the world—celebrate International Walk and Roll to School Day. The celebration is designed to encourage students, families and the school community to roll, walk, bicycle, take transit, or use other non-motorized transportation to get to school. This year, this event is being celebrated on October 4, 2023.

National Breast Cancer Awareness Month, is an annual international health campaign organized by major breast cancer charities every October to increase awareness of the disease and raise funds for research into its cause, prevention, diagnosis, treatment, and cure.

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

Wednesday, November 1, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION (9:53 a.m.)

21. **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.

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

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

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

John Chiladakis, Chief Technology Officer

Employee organization: BAAQMD Employees' Association

REPORTABLE ACTION: Mr. Crockett had nothing to report.

OPEN SESSION (12:22 p.m.)

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

No requests received.

26. **ADJOURNMENT**

The meeting was adjourned at 12:23 p.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Board Communications Received from October 18, 2023 through October 31, 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 October 18, 2023 through October 31, 2023, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman

Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations for the Month of September 2023

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Armer Norman & Associates	J8547	San Leandro	A59794A	9/27/2023	8-40-402	Aeration of Contaminated Soil and Removal of Underground Storage Tanks Violation
Berkeley Gas & Smog	FC259	Berkeley	A62856A	9/19/2023	8-7-301	Gas Dispensing Facility Violation
Berkeley Gas & Smog	FC259	Berkeley	A62856B	9/19/2023	2-1-307	Permit Requirement/Condition Violation
Cleveland Avenue Gas	FB808	San Leandro	A62267B	9/26/2023	1-420	Emission Source Data Violation
Kamaljit Sandhu	FC261	San Leandro	A62855A	9/19/2023	8-7-302.3	Gas Dispensing Facility Violation
Salkhi Family Holdings, Inc.	Z8126	San Leandro	A62265A	9/11/2023	8-7-302.2	Gas Dispensing Facility Violation
Salkhi Family Holdings, Inc.	Z8126	San Leandro	A62266A	9/22/2023	8-7-301.5	Gas Dispensing Facility Violation
Salkhi Petroleum Inc.	FB808	San Leandro	A62267A	9/26/2023	8-7-301.5	Gas Dispensing Facility Violation
Schnitzer Steel Products Company	A0208	Oakland	A62739A	9/15/2023	6-4-301.1	Metal Recycling and Shredding Violation
Schnitzer Steel Products Company	A0208	Oakland	A62740A	9/15/2023	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62835A	9/14/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62836A	9/14/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62837A	9/14/2023	2-6-307	Title V Permit Requirement/Condition Violation

Tesla, Inc.	A1438	Fremont	A62838A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62838B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62839A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62842B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62843A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62843B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62844A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62844B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62839B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62840A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62840B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62841A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A62841B	9/21/2023	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A62842A	9/21/2023	2-6-307	Title V Permit Requirement/Condition Violation
Turk Island Solid Waste Disposal Site	A3256	Union City	A61881A	9/14/2023	2-1-307	Permit Requirement/Condition Violation
Turk Island Solid Waste Disposal Site	A3256	Union City	A61881B	9/14/2023	1-523.1	Parametric Monitor Violation

Turk Island Solid Waste Disposal Site	A3256	Union City	A61881C	9/14/2023	1-523.3	Parametric Monitor Violation
William Coburn	FC232	Dublin	A62653A	9/12/2023	11-2-303.8	Asbestos Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Air Liquide Large Industries US LP	B7419	Rodeo	A62208A	9/19/2023	2-6-307	Title V Permit Requirement/Condition Violation
C & H Sugar Company, Inc.	B1911	Crockett	A62070A	9/11/2023	2-6-307	Title V Permit Requirement/Condition Violation
C & H Sugar Company, Inc.	B1911	Crockett	A62071A	9/11/2023	2-6-307	Title V Permit Requirement/Condition Violation
C & H Sugar Company, Inc.	B1911	Crockett	A62073A	9/11/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A58725A	9/26/2023	6-1-301	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A59974A	9/26/2023	1-522.4	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A59974B	9/26/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A59975A	9/26/2023	1-522.4	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A59975B	9/26/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A59976A	9/26/2023	1-522.4	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A62761A	9/26/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A62762A	9/26/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62763A	9/26/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62791A	9/25/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62792A	9/25/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62024A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62025A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62026A	9/25/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62027A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62643A	9/21/2023	1-523.1	Parametric Monitor Violation
Chevron Products Company	A0010	Richmond	A62760A	9/26/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62020A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62021A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62021B	9/20/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62022A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62023A	9/20/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A62023B	9/20/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62015A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62015B	9/18/2023	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A62016A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62017A	9/20/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62018A	9/20/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62019A	9/20/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61850A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62011A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62012A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62013A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62014A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62014B	9/18/2023	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A61844A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61845A	9/18/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A61846A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61847A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61848A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61849A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61823A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61824A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61836A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61837A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61842A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61843A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61809A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61811A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61815A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61817A	9/19/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61819A	9/18/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A61820A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61796A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61797A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61798A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61804A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61805A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61808A	9/18/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61790A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61791A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61792A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61793A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61794A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61795A	9/19/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61500A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61501A	9/21/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A61502A	9/21/2023	1-523.2	Parametric Monitor Violation
Chevron Products Company	A0010	Richmond	A61787A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61788A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61789A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61494A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61495A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61496A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61497A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61498A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61499A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61488A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61489A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61490A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61491A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61492A	9/21/2023	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A61493A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61482A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61483A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61484A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61485A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61486A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61487A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61476A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61477A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61478A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61479A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61480A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61481A	9/21/2023	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A61467A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61468A	9/26/2023	CCR	California Code of Regulation Violation

Chevron Products Company	A0010	Richmond	A61469A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61470A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61474A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61475A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61461A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61462A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61463A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61464A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61465A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61466A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61455A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61456A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61457A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61458A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61459A	9/26/2023	CCR	California Code of Regulation Violation

Chevron Products Company	A0010	Richmond	A61460A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A59976B	9/26/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60042A	9/25/2023	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61077A	9/18/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61126A	9/18/2023	1-301	Public Nuisance Violation
Chevron Products Company	A0010	Richmond	A61453A	9/26/2023	CCR	California Code of Regulation Violation
Chevron Products Company	A0010	Richmond	A61454A	9/26/2023	CCR	California Code of Regulation Violation
Danville Gas & Car Wash	FC308	Danville	A62104A	9/26/2023	8-7-302.3	Gas Dispensing Violation
K2 Pure Solutions Nocal, LP	B9931	Pittsburg	A62507A	9/26/2023	2-1-302	No Permit to Operate
Keller Canyon Landfill Company	A4618	Pittsburg	A62509A	9/26/2023	8-34-301.2	Landfill Violation
Keller Canyon Landfill Company	A4618	Pittsburg	A62509B	9/26/2023	8-34-303	Landfill Violation
Mariposa Energy, LLC	B9730	Byron	A62503A	9/26/2023	1-522	Continuous Emissions Monitor Violation
Mariposa Energy, LLC	B9730	Byron	A62504A	9/26/2023	1-522	Continuous Emissions Monitor Violation
Mariposa Energy, LLC	B9730	Byron	A62505A	9/26/2023	1-522	Continuous Emissions Monitor Violation
Mariposa Energy, LLC	B9730	Byron	A62506A	9/26/2023	1-522	Continuous Emissions Monitor Violation
Martinez Refining Company LLC	A0011	Martinez	A56451A	9/8/2023	2-6-307	Title V Permit Requirement/Condition Violation

Martinez Refining Company LLC	A0011	Martinez	A58111A	9/12/2023	6-1-305	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A60898A	9/1/2023	8-18-301	Equipment Leak Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A57828A	9/13/2023	10	Code of Federal Regulation Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A57830A	9/22/2023	1-522.7	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A57831A	9/22/2023	1-522.4	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61537A	9/22/2023	CCR	California Code of Regulation Violation
Reeza Inc.	Z8887	San Ramon	A62406A	9/28/2023	8-7-301.3	Gas Dispensing Facility Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Redwood Landfill Inc.	A1179	Novato	A61576A	9/26/2023	8-34-303	Landfill Violation
Redwood Landfill Inc.	A1179	Novato	A61576B	9/26/2023	10	Code of Federal Regulation Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Clover Flat Resource & Recovery Park	B1247	Calistoga	A60661A	9/14/2023	8-34-303	Landfill Violation
Clover Flat Resource & Recovery Park	B1247	Calistoga	A60661B	9/14/2023	10	Code of Federal Regulation Violation
George Altamura	FC208	Napa	A60688A	9/5/2023	2-1-301	No Authority to Construct and No Permit to Operate
George Altamura	FC208	Napa	A60688B	9/5/2023	2-1-302	No Authority to Construct and No Permit to Operate

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Tanforan Shell	FC213	San Bruno	A62404A	9/7/2023	2-1-307	Permit Requirement/Condition Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Amar Corporation	FC302	San Jose	A62928A	9/28/2023	2-1-307	Permit Requirement/Condition Violation
Chevron REO Inc.	Y5189	San Jose	A62301A	9/13/2023	8-7-302.1	Gas Dispensing Facility Violation
International Disposal Corp of CA	A9013	Milpitas	A61880A	9/14/2023	8-34-301.2	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61880B	9/14/2023	8-34-303	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61880C	9/14/2023	10	Code of Federal Regulation Violation

Lam Bao Corporation	FB732	San Jose	A62302A	9/21/2023	8-7-302.3	Gas Dispensing Facility Violation
Lehigh Southwest Cement Company	A0017	Cupertino	A60939A	9/5/2023	2-6-307	Title V Permit Requirement/Condition Violation
Lehigh Southwest Cement Company	A0017	Cupertino	A60940A	9/5/2023	2-1-307	Permit Requirement/Condition Violation
Lockheed Martin Corporation	A0055	Sunnyvale	A62405A	9/27/2023	8-7-302.1	Gas Dispensing Facility Violation
Oberoi & Son Inc.	FC237	San Jose	A62300A	9/12/2023	8-7-301.6	Gas Dispensing Facility Violation
Oberoi & Son Inc.	FC237	San Jose	A62300B	9/12/2023	8-7-302.3	Gas Dispensing Facility Violation
Pacheco's Body Shop	B4234	San Jose	A61646A	9/20/2023	2-1-302	No Permit to Operate
Robinson Oil Corporation	Z7198	Santa Clara	A62264A	9/5/2023	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Cal Inc.	FC209	Vacaville	A62611A	9/6/2023	11-2-303.6	Asbestos Violation
Cal Inc.	FC209	Vacaville	A62611B	9/6/2023	11-2-401.5	Asbestos Violation
Valero Refining Company - California	B2626	Benicia	A62196A	9/1/2023	8-2-301	Miscellaneous Operations Violation
Valero Refining Company - California	B2626	Benicia	A62197A	9/1/2023	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62198A	9/1/2023	2-6-307	Title V Permit Requirement/Condition Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Triton Construction	FC225	Santa Cruz	A60149A	9/7/2023	11-2-401.5	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There was 1 settlement(s) for \$10,000 or more completed in September 2023.

1) On September 26, 2023, the District reached settlement with Sunquest Properties Inc. for \$10,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59363A	4/29/2021	4/29/2021	8-34-301.2	Landfill Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Quarterly Report of the Executive Office and Division Activities for the Months of
April 2023 - June 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Second Quarter Report for the Months of April 2023 - June 2023

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

Fleet

This quarter, Fleet Services disposed of zero vehicles, acquired zero vehicles, and processed three (3) vehicles for body shop repairs and sent 46 vehicles for maintenance. There were 51 vehicle requests of which 15 were pool vehicles and 30 were Enterprise car rentals. Six (6) cancelations were received.

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

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

Facilities

Facilities received 84 Angus requests and completed 41 ad-hoc projects/tasks (with 83 offices, garages, rooftop equipment sites, trailers, and similar). No furniture orders were facilitated this quarter.

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

The Administrative Resources division staffs the mailroom which is responsible for all BAAQMD shipping and receiving services, including incoming and outgoing mail. Assists with reproduction requests and print orders and includes assistance with the inventory and procurement of stationery and supplies.

Business Office

The Business Office issued 738 purchase orders and executed 132 contracts. There were nine Requests for Proposals/Qualifications issued during this period.

**HUMAN RESOURCES OFFICE
J. CHILADAKIS, ACTING DEO OF FINANCE AND ADMINISTRATION**

The Human Resources (HR) Office conducted 14 recruitments including exams for: Accountant, Accounting Assistant I/II, Administrative Assistant I/II, Air Quality Engineer I/II, Air Quality Specialist I/II, Assistant Air Quality Specialist I/II, Assistant Staff Specialist I/II, Deputy Executive Officer of Engineering & Compliance, Deputy Executive Officer of Finance & Administration, Deputy Executive Officer of Public Affairs, Hearing Board Member, Programmer Analyst I/II,

Senior Air Quality Specialist, and Temporary Programmer Analyst I/II. The HR Office offered 34 wellness/fitness classes. Ten (10) employees utilized individual training courses and educational reimbursements. The HR Office continues to administer payroll, benefits, safety/worker's compensation, and labor/employee relations. There were 12 new employees, seven (7) promotions, and seven (7) separations from April 2023 to June 2023. There are currently 406 regular employees, five (5) temporary employees, and 59 budgeted vacant positions.

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

Enforcement Program

Air District Staff documented 202 air pollution violations that resulted in Notice of Violations (NOV) and responded to 459 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

On April 4, 2023, staff met with California Environmental Protection Agency (CalEPA) representatives regarding Darling Ingredients, a rendering plant located in San Francisco's Bayview Hunters Point. This was part of a larger meeting that CalEPA convened with local, state, and federal environmental agencies that oversee the rendering plant. The goal of the meeting was to discuss how to best collaborate on how to help create additional transparency for community members on each of the participating agencies work and oversight of Darling, which then could be put together in an activity-based fact sheet containing a summary of each agency's responsibilities and three year history of actions taken by each agency regarding Darling. Participating agencies included the Air District, CalEPA, United States EPA (US EPA), California Air Resources Board (CARB), SF Certified Unified Program Agencies (CUPA), and SF Regional Water Board.

On April 5, 2023, staff gave an enforcement presentation to the West Oakland Community Steering Committee (CSC). Staff provided an overview of the complaints, compliance inspections and violations issued in the West Oakland area over the past two years. Staff also updated the CSC on progress made regarding the enforcement strategies and answered questions from the CSC.

On May 10, 2023, staff attended the quarterly meeting with US EPA Region 9 Enforcement staff. During the meeting, updates were provided by all attendees on several activities and issues of interest to both agencies.

On May 18, 2023, staff attended a bi-weekly internal meeting of a working group which was established to coordinate actions regarding the Schnitzer facility. The working group is composed of staff from different divisions, including C&E, Legal, Engineering, M&M, Community Engagement, Planning and Communications.

On June 21, 2023 – June 23, 2023, California Air Resources Board (CARB) staff inspected the Keller Canyon landfill in Pittsburg, the Ox Mountain Landfill in Half Moon Bay, and the Clover Flat Landfill in Calistoga. Air District staff accompanied CARB staff during the unannounced inspections of the landfill gas collection and control systems and landfill surfaces subject to the

CARB Landfill Methane Regulation (LMR). Several component and surface leak exceedances of the LMR were discovered at the landfills. Enforcement action by the Air District is pending upon receipt of the CARB inspection reports.

On June 21, 2023, staff participated at the Bayview Hunters Point Environmental Justice Response Task Force meeting to provide an update on activities related to the Darling Ingredients facility and to listen to community concerns. Other invited participants included representatives from California Environmental Protection Agency (CalEPA), United States EPA (US EPA), California Air Resources Board (CARB), SF Certified Unified Program Agencies (CUPA), and SF Regional Water Board. CalEPA provided a general overview of the cross-agency collaboration on the oversight of Darling and an activity-based or “live” fact sheet.

Compliance Assurance

Air District Staff conducted over 1,379 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition, and renovation jobs, naturally occurring asbestos (NOA) projects, open burning, portable equipment, backup generator engines (BUG) and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

On April 14, 2023, staff submitted the 1st Quarter 2023 Prescribed Burn Report to the California Air Pollution Control Officers Association (CAPCOA) per the requirements of the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. From January 1 to March 31, 2023, there was a total of 447 acres burned from 156 prescribed fires conducted.

On May 4, 2023, staff participated in the quarterly California Air Pollution Control Officers Association (CAPCOA) Asbestos Work Group Meeting. Attendees included CAPCOA, California Air Resources Board (CARB), and other Air Districts within US EPA’s Region 9. Topics discussed included guidance for certain Air Districts requesting delegation from EPA to enforce the Federal NESHAP, recent cases of improper removal in Monterey County, and a review of California’s Homekey Program where grants are given to local entities to purchase a broad range of housing types to renovate for interim housing for targeted populations.

On June 26, 2023, staff attended the Bayview Hunters Point Community Coalition Meeting hosted by Greenaction for Health and Environmental Justice. The meeting was a follow-up to the Navy’s April Hunters Point Naval Shipyard Project Citizen Advisory Committee meeting. Staff provided compliance assistance to the attendees on the Air District’s complaint program.

On June 28, 2023, staff participated in the monthly conference call with the California Air Pollution Control Officers Association (CAPCOA) Prescribed Burn Workgroup comprised of representatives from the California Air Resources Board (CARB), CAPCOA and other air districts. The founder and CEO of “BurnBot” gave a presentation on its technology followed by a question-and-answer session and discussion. The BurnBot system uses remote prescribed burning machines for safe wildfire mitigation and is currently in an R&D phase with a goal of a scalable tool for fuels management.

Staff participated in monthly conference calls with Lehigh Southwest Cement representatives to discuss ongoing compliance and permitting issues at this Portland Cement manufacturing facility

and quarry. Lehigh has permanently shut down its cement kiln, which has not operated since April 2020.

Staff approved two Asbestos Dust Mitigation Plans (ADMP), RIN# 0256 Vantage Phase II and RIN#0257 557 Piercy Road; and two ADMP Amendment requests RIN# 0217 Potrero Power Station – amendment 1, and RIN#0023 Hunters Point – amendment six (6). These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

Compliance Assistance and Operations Program

Air District Staff received and evaluated over 1,988 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank, and flare regulations. Staff received and responded to over seven (7) compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

Air District staff approved 19 prescribed burn smoke management plans in Alameda, Contra Costa, Napa, San Mateo, Santa Clara, and Sonoma County. The Spring Marsh Management Season closed April 15, 2023. For spring 2023, there was a total of 136 acres burned from 16 marsh fires conducted in Solano County.

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

Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 39 engines.

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

Climate Tech Finance

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

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

develops these loan guarantees in close cooperation with Financial Development Corporations (FDC) throughout California, affiliates of IBank.

Companies approved for Climate Tech Finance loan guarantees who completed the Air District's Impact Evaluations for Q2 2023:

- **Charge Collective** - an EV mobility hub developer.
- **Mitra** - fast charger infrastructure for commercial fleets.
- **Voltaiq** - Software-as-a-Service (SaaS) data analytics and automation platform for batteries.
- **One Way Trigger** – pavement preservation technology.
- **Relyion Energy** – Stationary battery storage from repurposed EV batteries.

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

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

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

Clean Air Centers

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

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

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

applications. The Air District finalized contracting with applicants in May 2023 and have begun implementation for the following Grantees:

1. County of Alameda on behalf of its Alameda County Health Care Services Agency – Office of Homeless Care and Coordination
2. City of Benicia
3. Contra Costa County – Contra Costa Health Services
4. Contra Costa County – Library
5. Napa County Office of Emergency Services
6. City of Oakland
7. City and County of San Francisco – Department of Emergency Management
8. County of San Mateo - Department of Emergency Management
9. Solano County Department of Library Services
10. County of Sonoma – Department of Emergency Management

As of July 2023, the program has delivered 1,042 portable air cleaners with filter replacements and undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

Clean Cars for All

Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with a newer, cleaner vehicle or mobility options (e.g. public transit passes). (www.baaqmd.gov/cleancarsforall). To date the Air District has received \$73M in program and administrative resources to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and CARB funds, which include funding from California Climate Investments (CCI), Volkswagen Settlement (VW), and Air Quality Improvement Program (AQIP).

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

- 5,784 applications have been submitted since the program opened in March 2019, and 4,091 awards have been made (totaling over \$34.26 million). 3,355 grantees purchased new vehicles, 84 grantees selected PEX cards for public transit and other mobility options, 380 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 31% were battery electric vehicles (BEV), 41% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell vehicles (FCEV), and 2% were mobility option.

Clean Cars for All Program Key Performance Indicators (KPI)

Clean Cars for All Program KPI Totals to Date (2019-2023)	
Total budget	\$73M
Total available	\$3.14M (i.e. not awarded)
Applications received	5,784

Funds awarded	\$34.26M / 4,091 grantees
Funds paid	\$28.65M / 3,612 payments
Clean Cars for All Program KPI Totals During Q2 of 2023	
Applications received	227
Funds awarded	\$1.34M / 220 grants
Funds paid	\$1.28M / 215 payments

Charge! Program for Electric Vehicle (EV) Infrastructure

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

- The 2023 Charge! Program opened on November 15, 2022. A draft version of the Charge! Program Guidance was released on September 16, 2022, and public comments were accepted until October 9, 2022. A pre-application webinar was held on November 29, 2022, and was attended by 140 stakeholders. Program staff finished evaluating FYE 2023 Charge! Program applications and presented the recommended projects to the Mobile Source and Climate Impacts Committee meeting on May 10, 2023. The Board of Directors approved the FYE 2023 Charge! Program rank list and recommended projects on May 17, 2023. Program staff are currently in the process of preparing contracts with eligible applicants.
- Staff continue to administer and monitor current Charge! Program projects for compliance.

Outreach and Partnerships

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. The Air District held a kick-off meeting with the new facilitator, Acterra, in April 2023. A steering committee meeting was held on June 15th, 2023, to plan for the first event this summer. TIO has also partnered with StopWaste to provide technical assistance to encourage EV charging installations at multi-family buildings serving low-income residents or located in AB 617 communities.

TIO was awarded \$2,994,574 from the California Energy Commission for a project to increase access to electric vehicle chargers for multi-family housing residents. TIO has partnered with GRID Alternatives Bay Area and Marin Clean Energy on a proposed project that seeks to work with community groups to identify multi-family housing sites to install 148 chargers (6 DC Fast, 62 dual-port Level 2, and 80 single-port Level 1) at 12 sites in Oakland, Richmond/San Pablo, and Vallejo. The goal is to identify sites located solely in disadvantaged communities (or low-income areas) while prioritizing affordable housing facilities. TIO staff received the CEC contract on June 5, 2023, and the agreement was fully executed on July 20, 2023.

Sponsorship and Conferences

TIO staff attended the 36th Electric Vehicle Symposium & Exposition from June 11, 2023 – June 14, 2023, in Sacramento.

**ENGINEERING DIVISION
P. LEONG, DIRECTOR**

California Environmental Quality Act (CEQA) Projects

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

Staff met with Martin Marietta to discuss a request from the facility to change the project scope at both locations, Pier 92 and Pier 94. Staff will only consider changes to the projects under new permit applications.

Permits and Projects

Tesla (Fremont)

Tesla applied to remove a requirement to abate organic compound emissions from sources in Tesla's South Paint Shop Body Line from respective thermal oxidizers at all times of operation. The request would have resulted in multiple modified sources subject to Best Available Control Technology (BACT) and Best Available Control Technology for Toxics (TBACT) requirements that required abating organic compound emissions by thermal oxidizers at all times of operation. The application was denied for failure to comply with BACT and TBACT requirements. A denial letter was issued to Tesla on May 17, 2023.

Staff accompanied personnel from the Compliance and Enforcement Division and the Executive Office to the Tesla Fremont Manufacturing facility on June 8, 2023. Staff toured the facility and discussed Tesla's concerns with permitting and ongoing compliance.

Richmond Products Terminal

The Richmond Products Terminal stores and transports transportation fuels. Tank S-64 (Tank 35) is currently exempt from permits and listed in the facility's permit as a diesel fuel storage tank. The facility has proposed storage of detergent additives for motor fuels and will continue to be exempt. The owner/operator meets the exemption in Regulation 2-1-123.3.2 because the boiling point of the additives are greater than 302 degrees F and exceeds the actual storage temperature by at least 180 degrees F. The Certificate of Exemption was issued on April 4, 2023.

Supervisor Simitian's Lehigh Southwest Cement Plant and Permanente Quarry Public Meeting (Cupertino)

On April 26, 2023, Air District staff participated in a panel with other regulatory agencies at the 8th Annual public meeting sponsored by Supervisor Simitian to discuss issues at the Lehigh Southwest Cement Plant and Permanente Quarry. Staff discussed the shutdown of the major production sources (cement kiln, clinker cooler, and four mills). The sources have not been operated since April 2020. The Air District Permits to Operate were maintained until surrendered effective May 31, 2022. Operation is no longer allowed. A new permit application would be required to restart the equipment and would be subject to New Source Review. Lehigh may need to finish processing the clinker that is onsite. Lehigh continues to operate the Rock Plant or aggregate plant at the facility.

Phillips 66 Company – San Francisco Refinery (Rodeo)

Phillips 66 Company (Phillips 66) applied for a Temporary Permit to Operate for two steam boilers (Sources 622 and 623), which will be used during planned maintenance periods at the Steam Power Plant (SPP), which consists of three gas turbine power trains (each train consisting of a gas turbine and an associated duct-fired heat recovery steam generator). The SPP not only generates electricity for the refinery, but also generates steam needed for refinery processes. Numerous refinery units require adequate steam to function properly. One power train will be shut down at a time for maintenance while the other two power trains operate. Sources 622 and 623 will be operated to provide makeup steam during the shutdown of a power train for maintenance. This is necessary to provide adequate steam for refinery purposes. The SPP maintenance is expected to last no more than 90 days and Sources 622 and 623 will be operated as temporary steam generators during this period. Although this project is located within an Overburdened Community, it did not trigger a Health Risk Assessment and is not subject to public notification requirements. A Temporary Permit to Operate was issued on May 12, 2023. A Notice of Exemption for the California Environmental Quality Act was also filed with the Contra Costa County Clerk.

Eco Services Operation Corporation (Martinez)

The facility has applied for a Change of Conditions to S-58 Sulfur Storage Tank and for an Authority to Construct/Permit to Operate for abatement device A-58 Wet Scrubber. The proposed wet scrubber is necessary to bring S-58 into compliance with existing permit condition emission limits. A Notice of Violation was previously issued since a source test of S-58 showed that emissions exceeded the existing permit condition emission limits. The facility has also requested an increase in throughput at S-58 abated by A-58. The expected maximum increase of SO₂ emissions will be 0.211 tons per year. BACT was not triggered for this project. A health risk assessment was required due to increases in emissions of toxic air contaminants from S-58 and A-58 and was found to be in compliance with toxics New Source Review (Regulation 2-5).

Because the project is located in an overburdened community and required a health risk assessment, a public notice and comment period was required. A 30-day public comment period started on March 22, 2023, and ended on April 21, 2023. A notice was mailed to residential and business neighbors within 1,000 feet of the facility and was posted on the Air District's website. Staff did not receive any written or voicemail comments. A Change of Conditions and an Authority to Construct/Permit to Operate was issued and a Notice of Exemption for the California Environmental Quality Act was filed with Contra Costa County on May 19, 2023.

Equilon Enterprises LLC, (San Jose)

Equilon Enterprises applied to install an oily water lift station, oily water separator, an internal floating roof tank, and a carbon adsorption vapor recovery unit. The oily water lift station will collect contaminated water that has contacted residual product on the truck loading rack ground and send it to an oily water separator during normal operations. Oil from the separator will be sent to a storage tank while water from the separator will be sent to two contact water tanks that are exempt from air permitting requirements. Air emissions from the lift station and separator will first be sent to a vapor holding tank before they are abated by the carbon adsorption vapor recovery unit. Staff issued the Authorities to Construct and filed a Notice of Exemption for the California Environmental Quality Act with Santa Clara County on June 9, 2023.

Marathon Martinez Refinery (Martinez)

The Air District issued Authorities to Construct (ACs) for an alteration of a Fluidized Catalytic Cracking Unit (FCCU) and external floating roof tank, and an AC for a truck loading terminal on November 6, 2019, which expired on November 5, 2021. The proposed project was to replace a portion of FCCU feed gas oil with synthetic crude oil. The synthetic crude oil was to be trucked to and unloaded at an existing truck terminal. The synthetic crude oil would be blended with gas oil to improve material handling and to comply with permitted emission limits.

With the conversion to alternative fuels, the project is no longer needed. The applicant requested cancellation of the application on January 8, 2021. Per the applicant's request, the ACs were allowed to expire, and the accompanying Title V application has been canceled. The Air District issued letters of expiration and cancelation on May 25, 2023.

Mainspring Energy

Staff met with Mainspring Energy to discuss their linear generator technology, future industrial applications, and current Air District permit applications. Meetings were held on June 12, 2023, and 13, 2023.

H Cycle Pittsburg Renewable Hydrogen Project Pre-Application Meeting

On April 10, 2023, staff had a pre-application meeting with H Cycle and its consultants to discuss the proposed H Cycle Pittsburg Renewable Hydrogen Project and soon-to-be-submitted application. The proposed project includes construction and operation of a renewable hydrogen facility that would use waste organic materials as feedstock in a non-combustion thermal conversion process.

Bay Area Clean Water Agencies (BACWA) Meeting

BACWA and Air District held their quarterly workgroup meeting on June 12, 2023. The following items were covered: Air District strategic planning, source testing (deviations from permit conditions and standard formatting for test results), standard permit conditions, Air District and California Association of Sanitation Agencies Air Toxics Study coordination, PM^{2.5} Local Risk Method, management audit, permitting process and timelines, rule development, and preparation of a workgroup status report to the Board of Directors.

Performance Audit

On May 8, 2023, the director and managers had a kickoff meeting with Sjoberg Evashenk Consulting, Inc. (SEC) which covered introductions, audit scope and objectives, audit process standards/phases/estimated timeframes, establishment of contacts, next steps and wrap-up and questions. Interviews with the director and management team took place in May 2023 with follow-up meetings taking place in June. An initial request for information was sent to the Engineering Division on May 19, 2023. Most of the requested items were delivered by the end of May with the balance delivered in mid-June (reports with additional data requested by SEC and information provided from other divisions).

Production System

In March, new functionality to permit solvent cleaning operations was deployed. During the reporting period, 237 active facilities were cutover from the legacy system to the Production System. The facility types include, but were not limited to, auto body shops, emergency engines, other

combustion devices, soil remediation, solvent cleaning. In addition, 1,999 non-active facility records were transferred.

National Association of Clean Air Agencies (NACAA)

On May 9, 2023, and May 10, 2023, staff attended the NACAA hybrid spring membership meeting. At the meeting, topics discussed included zero emission vehicles, climate targets, innovative initiatives from state and local air agencies, national ambient air quality standard implementation issues, transportation-related air quality issues, Title VI civil rights complaints, careers in air quality and public health, and functions of EPA’s regional offices.

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

On April 24, 2023 and April 25, 2023, staff attended the CAPCOA Engineering Managers and TARMAC meeting. Topics discussed included: (1) EPA and CARB regulatory updates, (2) Assembly Bill 617 implementation, (3) Crematory emissions, (4) Ethanol project permitting, (5) Agency activities on parachlorobenzotrifluoride (PCBTF), which is a widely used solvent that is exempt from EPA’s volatile organic compound designation, (6) EPA’s new proposed National Emission Standard for Hazardous Air Pollutants (NESHAP) for ethylene oxide and California Office of Environmental Health Hazard Assessment’s new proposed cancer potency factor for ethylene oxide, (7) California’s proposed updates to the Air Toxic Control Measure that will phase out the use of hexavalent chromium in plating and anodizing operations, (8) Finalizing development of a Toxic Emission Factor Clearinghouse and a diesel particulate matter screening tool, and (9) San Joaquin Valley Air Pollution Control District’s updates to its Best Available Control Technology guidance for composting operations.

Rule Development and Implementation

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

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

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

Status as of June 30 for the Phase I facilities

HRA Review Stage	Number of Facilities
Validating Inventory and HRA Input Data	10
Preparing Preliminary HRA	14
On 90-Day Facility Review	0
Preparing Draft HRA	2

On 45-Day Public Comment	0
Preparing Final HRA	1
Final HRA Complete	0

Regulation 12, Rule 15 - Refining Emissions Tracking

On April 17, 2023, staff received annual emissions inventories from facilities subject to Regulation 12, Rule 15. Staff completed preliminary reviews of the inventories and determined all submittals to be deficient and therefore, not approvable as submitted. Staff drafted letters that identified the deficiencies of each submittal and listed actions and/or information required to correct the deficiencies. Staff issued deficiency letters to the applicable facilities on June 1, 2023, and met with the Western States Petroleum Association and the petroleum refineries on June 20, 2023, to discuss the deficiency items.

Assembly Bill 617 (AB 617)

On May 9, 2023, staff participated in the California Air Resources Board (CARB) Best Available Control Technology (BACT) and Best Available Retrofit Control Technology Working Group meeting with the Environmental Protection Agency (EPA) and local air districts to discuss the clearinghouse that CARB is developing as required by AB 617 regulations. It will include a clearinghouse of New Source Review permitting documentation from the EPA, CARB, and local air districts. Local air district implementation of BACT determinations in permit evaluations was discussed as well as various available policies and procedures of each air district. In addition, staff continue to support the strategy development for the community emission reduction plans for Richmond/North Richmond/San Pablo and East Oakland.

On May 23, 2023, staff participated in the California Air Resources Board (CARB) Best Available Control Technology (BACT) and Best Available Retrofit Control Technology Working Group meeting with the Environmental Protection Agency (EPA) and local air districts to discuss the clearinghouse that CARB is developing as required by AB 617 regulations. It will include a clearinghouse of New Source Review permitting documentation from the EPA, CARB, and local air districts. In addition, staff continue to support the strategy development for the community emission reduction plans for Richmond/North Richmond/San Pablo, East Oakland, and West Oakland.

Community Advisory Council and AB617 Community Steering Committees

On May 22, 2023, staff of the Engineering, Compliance & Enforcement, and Legal Divisions presented training to members of the Community Advisory Council and AB 617 Community Steering Committees. The presentations provided an overview of the Air District’s permitting program, compliance and enforcement programs and activities, and enforcement tools and mechanisms.

Regulation 3 Rule Development

On April 5, 2023, staff presented to the Air District’s Finance and Administration Committee the proposed amendments to Regulation 3 for Fiscal Year Ending (FYE) 2024. The first public hearing was held on May 3, 2023. At a second hearing on June 7, 2023, the Board of Directors adopted the Regulation 3 amendments, which became effective July 1, 2023.

Beyond increases from existing fees to improve cost recovery, the proposed amendments included new fees to implement permit rule changes that became effective on July 1, 2023. The adopted rule included fees for reevaluating emission reduction credits, renewing Authority to Construct permits, and fees to recover work mandated in other Air District rules which are evaluation of plans in Regulation 6, processing coating petitions and evaluation of reports in the waste recovery program. Metal shredding operations were moved from the general miscellaneous fee schedule to Schedule G2 or G3 depending on its capacity. The proposed fee amendments would increase overall Air District fee revenue in FYE 2023 by approximately \$5.3 million relative to fee revenue that would be expected without the amendments for the same permitted facility inventory.

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

The following summarizes the activities of the District Counsel’s Office for the 2nd Quarter.

The District Counsel’s Office received 181 violations reflected in Notices of Violations (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 76 violations reflected in NOVs. In addition, Zero Final 30 Day Letter(s) was/were sent regarding civil penalties for Zero violation(s). Finally, settlement negotiations resulted in collection of \$125,650 in civil penalties for 99 NOVs. *2 NOVs were settled by passing the Wood Smoke Awareness Course with \$0.*

Counsel in the District Counsel’s Office initiated settlement discussions regarding civil penalties for 124 violation(s). Settlement negotiations by counsel resulted in collection of \$52,000 in civil penalties for 5 violation(s).

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

Media Inquiries

Staff responded to 34 media inquiries, including requests about:

- AB 1465
- 9th Circuit court decision
- AB 1465
- AB 617
- Air quality forecast
- ALA State of the Air
- Allergens
- Berkeley natural gas ban
- CEQA
- Chevron lawsuit
- Clean fleets rule
- Climate Tech Finance

- Dutra plant
- EV increase
- Gemini ferry
- Green Sage
- Hazy skies
- Hazy skies/AQ forecast
- MRC
- MRC dust fallout study
- Refinery monitoring
- Rule 6-5 lawsuit
- Valero
- Valero settlement
- Wildfire impacts
- Wildfire preparedness resources
- Wildfire smoke impacts in NYC compared to Bay Area

Press Releases

- 06/29/2023 [Air District Asks Residents To Not Light Personal Fireworks This Fourth Of July](#)
- 06/20/2023 [Air District's Climate Tech Finance Program Funds Next-gen Battery Maker In California To Propel The Clean Energy Transition](#)
- 06/05/2023 [Contra Costa County And The Bay Area Air Quality Management District Push For At Least 40 Percent Of Tesoro Settlement Funds To Stay Local](#)
- 05/24/2023 [Air District Board Chair Statement Opposing The Selection Of COP28 President With Ties To Fossil Fuel Industry](#)
- 05/23/2023 [Agencies Celebrate Completion Of SF Bay Ferry Clean Air Conversion Project](#)
- 05/01/2023 [Spare The Air Smog Season Begins Today](#)
- 04/26/2023 [Air District Issues This Year's First Spare The Air Alert For Smog](#)
- 04/25/2023 [Air District Publishes First-of-its-kind Environmental Justice Guidance](#)
- 04/19/2023 [Global Shipping Companies Reduced Speeds Off California Coast To Protect Blue Whales And Blue Skies](#)

Media Highlights

The Air District was mentioned in 408 print/online stories and 55 radio/video clips from April 2023 through June 2023. Below are media coverage highlights:

- 06/21/2023 [Cooking on gas stoves is like standing over a car tailpipe, 'breathing in its pollution,' research finds](#)
- 06/14/2023 [Street construction set for downtown, Arleta Park](#)
- 06/12/2023 [Controlled Burns, Wildfire Training This Week In Marin County](#)
- 06/10/2023 [California's 2020 smoke storm was horrific. What did the state learn?](#)
- 06/07/2023 [County supervisor, air district ask feds to apply refinery fines to local health programs](#)
- 06/06/2023 [Chunk Of \\$27M Tesoro Settlement Should Stay Local, Officials Say](#)
- 06/06/2023 [Contra Costa County wants a bigger share of refinery fines to stay local](#)
- 06/06/2023 [Tuesday Morning News Roundup](#)
- 06/05/2023 [WETA's Gemini Class Clean Air Conversion Project Completed](#)

06/05/2023 [LPFD To Conduct Live Fire Training Burns At Sycamore Grove Park](#)

06/05/2023 [LPFD sets training burns at Sycamore Grove Park](#)

06/05/2023 [Berkeley's natural gas ban fight gets reignited](#)

06/02/2023 [A Rude Awakening with Najari Smith and Miriam Torres](#)

05/31/2023 [Is the Dutra asphalt plant still coming to Petaluma?](#)

05/30/2023 [WETA completes Bay Area ferry conversion project](#)

05/30/2023 [Four San Francisco Ferries Refit with Cleaner Engines](#)

05/30/2023 [U.S. Justice Department probes California refinery over emissions](#)

05/29/2023 [FBI, EPA investigating Thanksgiving toxic chemical release from Martinez refinery](#)

05/27/2023 [FBI, EPA investigating release at Martinez Refining Company](#)

05/27/2023 [FBI and EPA investigating particles found in neighborhoods near the Martinez oil refining plant](#)

05/27/2023 [FBI launches investigation into chemical release from Martinez Refinery](#)

05/27/2023 [DOJ Investigates 'Spent Catalyst' Release at Martinez Refinery](#)

05/27/2023 [FBI, EPA investigating hazardous chemical release from Martinez refinery](#)

05/27/2023 [FBI, EPA investigating release of toxic dust from Martinez refinery over Thanksgiving](#)

05/24/2023 [Summer Bike Challenge - Good for you, good for the air](#)

05/24/2023 [Letter to the Editor: Troubled by proposal to ban gas appliances](#)

05/22/2023 [Alternative energy company aims to turn landfill fumes into fuel](#)

05/20/2023 [Martinez residents voice anger, fear over refinery's toxic spew](#)

05/17/2023 [Bay Area Bike to Work Day is Thursday, May 18!](#)

05/15/2023 [City's Gas-Powered Leaf Blower Ban Aims To Lessen Air Pollution](#)

05/09/2023 [Napa Climate Summit set for May 24](#)

05/08/2023 [Meet Bill Petty, Your Sonoma County Bike Champion Of The Year](#)

05/08/2023 [Meet Violet And Donal, Your Napa County Bike Champions Of The Year](#)

05/07/2023 [City planners targeted a Black community for heavy pollution. Can the damage be undone?](#)

05/06/2023 [Soil sampling conducted around Martinez refinery to assess health risks from "Spent Catalyst" release](#)

05/05/2023 [Soil Testing In Hercules Related To Martinez Refinery Release](#)

05/05/2023 [Soil Testing In Benicia Related To Martinez Refinery Release](#)

05/05/2023 [Soil Testing In Martinez, Nearby 'To Provide Answers For Residents'](#)

05/05/2023 [Martinez refinery: Toxicologists to determine if residents were poisoned by tons of chemical dust](#)

05/05/2023 [Letter to the Editor: No time to waste](#)

05/05/2023 [Martinez refinery: Toxicologists to determine if residents were poisoned by tons of chemical dust](#)

05/04/2023 [Toxicologist takes soil samples around Martinez refinery following November chemical release](#)

05/04/2023 [Soil Testing Begins Near Martinez Refinery After November Flaring Event](#)

05/04/2023 [Soil Sampling Being Done Around Martinez Refinery To Assess Health Risks From 2022 "Spent Catalyst" Release](#)

05/04/2023 [Soil Sampling Being Done Around Martinez Refinery To Assess Health Risks](#)

05/03/2023 [Letter to the Editor: Ample ways to make electric cars accessible](#)

05/02/2023 [Letter to the Editor: Decommission the BAAQMD](#)

05/02/2023 [Letter to the Editor: The tyranny of local boards](#)

04/30/2023 [Cal Fire requires burn permits beginning Monday](#)

04/24/2023 [Santa Clara County air quality earns failing grade](#)

04/24/2023 [Letter to the Editor: Little net gain from electrification](#)

04/22/2023 [California's push to ban natural gas hit a snag. Could it derail the entire effort?](#)

04/21/2023 [New hydrogen ferry is a 'Sea Change' for San Francisco Bay](#)

04/21/2023 [23 Global shipping companies reduced speeds off California coast to protect blue whales and blue skies](#)

04/18/2023 [LA council approves new round of controversial reach codes](#)

04/18/2023 [Federal appeals court scraps Berkeley, California's ban on natural gas hookups](#)

04/18/2023 [Court tosses Berkeley gas ban, but wider impact is unclear](#)

04/18/2023 [Opinion: Looming gas appliance restrictions](#)

04/17/2023 [Demand for heat pumps in Bay Area rises amid bans on gas appliances](#)

04/17/2023 [Court strikes down Berkeley's first-in-the-nation ban on natural gas in new construction](#)

04/11/2023 [Officials release map of hazardous fallout from refinery mishap](#)

04/09/2023 [A catalyst for controversy: Martinez refinery criticized for lack of information before leak](#)

04/08/2023 [Letter to the Editor: Ban on gas a bad idea](#)

04/07/2023 [Valero Settles With EPA To Resolve Violations Of The Clean Air Act](#)

04/07/2023 [Here's Why Wildfire Experts Are Worried About an EPA Plan for Cleaner Air](#)

04/06/2023 [Martinez Refinery Problematic Before Spewing Spent Catalyst: Officials](#)

04/06/2023 [Officials say Martinez Refinery had problems worth reporting days before discharge](#)

04/06/2023 [New report shows extent of chemical release from Martinez refinery](#)

04/06/2023 [Environmental Justice, Up in Smoke](#)

04/05/2023 [Refinery Oversight Committee Holds First Meeting](#)

04/05/2023 [Valero to pay \\$1.2M for Benicia refinery chemical releases in settlement with EPA](#)

04/05/2023 [Valero agrees to pay \\$1.2 million to EPA over violations at Benicia refinery](#)

04/05/2023 [U.S. EPA hits Valero's oil refinery in Benicia with \\$1.2 million penalty for two toxic flaring incidents](#)

04/05/2023 [Martinez Residents Seek Answers on Toxic Refinery Release](#)

04/05/2023 [Letter to the Editor: Making a home all-electric is not a nightmare. Here's what can make it easier](#)

04/05/2023 [Peninsula Clean Energy plans for more electrification in coming years](#)

04/04/2023 [Prescribed Burn May Produce Smoke In Parts Of Lamorinda](#)

04/03/2023 [Bayview triage center sees new delay getting generators after permit stalls on technicality](#)

04/02/2023 [A Bay Area city reels from refinery's hazardous fallout. Did warnings come too late?](#)

04/01/2023 [This S.F. homeowner tried to go all-electric. Her case shows the extraordinary effort that can take](#)

Public Inquiries

Phone: 80 public calls

Events

- Earth Day in Napa on 4/12/23
- Jane Fondo Fundraising Ride in Marin on 4/15/23
- Oakland Zoo Earth Month in Oakland on 4/15/23
- Tri-Valley Innovation Fair in Pleasanton on 4/15/23
- Airport Runway Run in San Carlos on 4/16/23
- Earth Day Gilead in Foster City on 4/20/23
- Butter & Egg Days Festival in Petaluma on 4/22/23
- Earth Day in Belmont on 4/22/23
- Earth Day Arbor Day in Cupertino on 4/22/23
- Earth Day SF in San Francisco on 4/22/23
- Annual Earth Day Clean-Up and Community Fair in Hayward on 4/22/23
- Berkeley Bay Festival in Berkeley on 4/22/23
- Earth Day in Marin on 4/23/23
- Earth Day Arbor Day Celebration in Santa Clara on 4/27/23
- Bike to Work/Wherever Month on 5/1/23 – 5/31/23, Bay Area-wide
- Bike to School & Workday on 5/18/23 in Napa
- Ember Stomp on 5/20/23 in Marin
- Green Footprint Festival on 6/2/23 in Pittsburg
- 45th Union Street Festival on 6/3/23 – 6/4/23 in San Francisco
- East Oakland Futures Fest on 6/3/23 in Oakland
- San Mateo County Fair on 6/3/23 – 6/11/23 in San Mateo
- Sunday Streets on 6/4/23 in San Francisco
- Viva Calle on 6/11/23 in San Jose
- Gilead Benefits/Safety Day on 6/29/23 in Fremont
- Marin County Fair on 6/30/23 – 7/4/23 in Marin
- Alameda County Fair on 6/16/23 – 7/9/23 in Pleasanton

Spare The Air

- Media Relations/Public Outreach
 - o Spare the Air smog season:
 - Prepared for Spare the Air smog season launch on Monday, 5/1/23.
 - Developed pitch and targeted list of contacts for pre-pitching the kickoff of Spare the Air season.
 - Conducted outreach on 4/27/23 announcing Spare the Air summer smog season.
 - Provided media support for 4/27/23 Spare the Air Alert.
 - o Choose Transit campaign:
 - Sent outreach email for Bay Area transit authorities promoting the new summer “Choose Transit” campaign.
 - Conducted outreach to regional transit authorities in support of new summer ad.
 - Corresponded with City of Union City to coordinate in-vehicle STA Choose Transit cards.

- Advertising
 - o Paid media plan
 - Updated proposals from media vendors for summer 2023 campaign and added recommendations.
 - Updated paid media plan recommendations.
 - Summer campaign approved.
 - Reserved advertising inventory with vendors.
 - Secured paid media inventory for early June.
 - o Summer creative campaign
 - Finalized animatic for ad testing and forwarded to True North for fielding.
 - Reviewed ad testing topline and final report, discussed items to address, reviewed recap of takeaways.
 - Directed full production of summer “Choose Transit” video and photography shoot.
 - Developed updated post-production schedule for summer campaign.
 - Finalized multiple versions of potential :30 second video ad.
 - Developed English and Spanish radio :30 second scripts.
 - Developed 15 second video spots.
 - Coordinated voice talent casting for recording of radio spots (English and Spanish).
 - Provided final edits to video, radio, and static ads.
 - Finalized static ads.
 - Shared approved materials/assets with vendors; stayed in contact with vendors regarding forthcoming assets/files.
 - Trafficked approved materials/assets to vendors.
 - Coordinated with vendors regarding forthcoming assets/files and in-language versions.
 - o Winter advertising program
 - Reviewed end of season recap of results, analytics, and insights.
- Social Media
 - o Developed and finalized social content.
 - o Created accompanying social posts for the start of smog season press release.
 - o Shared topics for Instagram story highlights.
 - o Shared the Summer Ad creative on STA social channels: [Instagram](#), [Facebook](#), [Twitter](#).
- Employer Program
 - o Finalized template buildout based on Spare the Air design guidelines.
 - o Sent out Employer Program emails via Mail Chimp.
 - o Collected new contact sign-ups and prepared them to be added to member list in Mailchimp.

Spare the Air Social Media

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

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

In this quarter, Spare the Air social media follower numbers increased to 13,409 (+85) on Facebook, decreased to 14,877 (-122) on Twitter, increased to 2,005 (+65) on Instagram, and remained at 299 (+0) on Pinterest.

Air District Social Media

- TIO Clean Cars for All Google campaign ran 5/24/23 – 6/30/23.
- SID Carl Moyer Program ad campaigns ran through 5/31/23.
- SID grant program Facebook, Google and LinkedIn campaigns run 6/26/23 – 8/15/23.
- Strategized Clean HEET program campaign launch.
- Staff continued to run social posts daily including:
 - Air quality forecasts: daily, one-day or two-day forecasts.
 - Shared:
 - NY Times article on CA heavy-duty truck regulations and electrification
 - Energy update from U.S. DOE
 - SEI Earth Day Challenge for middle and high schoolers
 - NASA Tempo launch
 - Bay Area Summer Academy high school internship
 - BVHP community meeting
 - Clipper Cards on mobile phones
 - CCFA grantee testimony
 - CARB’s e-bike program
 - Article highlighting micro mobility options in the Bay Area
 - Earth Day posts
 - Earth Day Marin event
 - IG live conversation with CalEPA on Earth Day and the climate
 - Taking bikes/scooters on Caltrain
 - SFMTA survey for new Bayview-Hunters Point shuttle
 - Switch is On messaging
 - ALA State of the Air report
 - Blue Whales Blue Skies program results
 - SID funding availability
 - Earth Day bingo cards
 - Electric school buses in California
 - NASA Tempo launch
 - SID EV charging infrastructure pre-solicitation webinar
 - Dr. Fine statement on EPA’s proposed tailpipe standards

- IG live conversation with CalEPA on Earth Day and the climate
- NOV issued to Phillips 66 and flaring update
- EPA carbon footprint calculator
- Napa Bikefest
- EPA Good Neighbor Plan to reduce downwind pollution
- Air Quality Awareness Week
- Start of Spare the Air summer smog season
- Climate Smart San José webinar series on electrification
- California Smoke Spotter app
- Wildfire awareness month
- DIY air filters
- Particulate matter infographic
- World Asthma Day
- Bike to School Day
- EPA investments to decarbonize ports and trucks
- 2022 annual report
- EJ chapter in CEQA Air Quality Guidelines
- Transit grants from CAL STA
- Clean Cars for All grantee
- STA Alert
- Clever carbon's guide to carbon footprint of common items
- Statement on CARB's In-Use Locomotive Regulation
- CARB's Advanced Clean Fleets Regulation
- Air Quality Awareness Week
- Start of Spare the Air summer smog season
- 2022 annual report
- Climate Tech Finance partner organization Zevvy and their work to increase EV adoption
- Proposed EPA standards for power plants
- Call for applications for new DEO positions
- SF Bay Ferry Gemini Class Ferry Upgrades
- Vehicle Buy Back program
- Pride logos and links between air pollution and health in the LGBTQ+ community
- SID funding cycle closing announcement
- Earth Day Marin recap
- Statement on COP28 president
- Bay Air Center website launch
- Wildfire preparedness tips
- SF Bay Ferry Gemini Class Ferry Upgrades
- Clean air centers annual report video
- NASA satellite data to inform how wildfire and prescribed burns translate to community health
- Spare the Air summer advertising creative "Choose Transit"
- Clean Air Centers breakdown
- Smoke Ready messaging
- Bay Area EV adoption

- CA Climate Summit
- Air District and Contra Costa County push for Tesoro settlement funds to stay local
- 511 summer bike challenge
- Switch Is On heat pump messaging
- Veloz Electric for All campaign in English and Spanish
- Wildfire preparedness reel
- AirNow Fire & Smoke map available in Spanish
- AirNow app

In this quarter, Air District social media follower numbers increased to 5,587 (+41) on Facebook, decreased to 21,801 (-77) on Twitter, increased to 2,645 (+54) on Instagram, and increased to 3,213 (+137) on LinkedIn.

Other

- Video
 - Compiled comprehensive list of all completed videos.
 - Finalized Continuity of Operations Plan video.
 - Finalized Notice of Violation video.
 - Organized video database.
 - Edited Community Engagement CSC 8 video (English and Spanish).
- Publications
 - Worked on 5/1/23 edition of Air Currents, distributed and posted to web.
 - League of Women Voters contract finalized, and paperwork submitted.
- Annual Report
 - Finalized content.
 - Print completed.
 - Website launched on 5/2/23.
 - Translations completed.
 - RFP Annual Report design bids in review.
- Building Appliance Rules materials
 - Edited draft newsletter article for post-adoption language.
 - Reviewed and edited FAQs.
- Incident response kit
 - Draft completed.
 - Reviewed.
 - Updated.
- Photography
 - Active transportation photos (shots of five (5) main modes in SJ/Emeryville) – completed.
 - Exec photos – scheduled for April 2-23.
 - Ferry – media event on May 23, 2023.
 - Heat pump photos – completed.

- Graphics
 - Clean HEET
 - Logo – completed.
 - Flyer – in review.
 - Postcard – in design.
 - HR job posting doc – edits in review.
 - HR workplace safety form – completed.
 - Press release header designs – completed.
 - CERP layout/proofing – awaiting content.
 - Appliance Rule FAQ – completed.
 - Appliance Rule poster – completed.
 - DIY air filter graphic – completed.
 - Completed Incident Response Kit graphics.
 - Wildfire graphics updates – in progress.
- Web Updates
 - e-blasts
 - Grants Infrastructure Webinar – 4/11/23
 - Building Appliances SIP Hearing – 4/11/23
 - HD Equipment and Infrastructure grant cycle closing – 4/18/23.
 - Building Appliance Rule Opt-In list email – to be determined.
 - Building Appliances SIP
 - Agenda Highlights for SSCI 5/10/23 meeting
 - Agenda Highlights for MSCCI 5/10/23 meeting
 - Rule 8-8 Comment Period
 - Agenda Highlights CEHJC 5/17/23 meeting – 5/15/23
 - Agenda Highlights CAC 5/18/23 meeting – 5/16/23
 - Richmond NR SP PTCA Recruitment – 5/17/23
 - Zero Emission and Low Emission Vehicles, Equipment and Infrastructure Closing – 5/31/23.
 - Fenceline Monitoring Plan Comment Period Extension – 6/1/23.
 - Agenda Highlights e-blast – send of 6/14/23 MSCIC meeting.
 - CEQA guidelines page
 - Staged updates for the CEQA Guidelines webpage in prep for posting the new Guidelines on 4/20/23.
 - Posted new Guidelines (pending one chapter and appendix).
 - Published final documents.
 - Working on Table Help language for the new Notices of Violation table roll-out.
 - Ongoing AB 617 meeting and Board Meeting material postings.
 - Ongoing Current AQ site monitoring and station flag maintenance.
 - Clean HEET Program – Wood Smoke Rebate page conversion posted.
 - Fenceline Monitoring page updates with new table – awaiting approval for posting.
 - Fenceline Monitoring Plan page – updated with comment period extension language and notice on 6/1/23.
 - Refinery AMP Comment Period – Latest News posted.
 - New Bayview Hunter’s Point AB 617 webpage published.

- Apply for Funding webpage
 - Created new table for webinars.
 - Continued to work on blockers for webinar table.
 - Made structural updates for end of funding cycle.
- Annual Network Plan posting and Comment Period – posted 5/22/23.
- Annual Report website – posting with PDF 5/2/23.
- Baaqmd.gov home page Spare the Air hero slider image – took down winter version, posted summer version.
- Updated Criteria Toxics Reporting webpage.
- Annual Monitoring Network Plan – new page set up with archive table and newest plan for comment by 5/22/23.
- New Subscription Center page – continued development/content editing.
- Worked on Incident Response web banner text.
- Incidence Response Automation – working on language.
- Worked on new Emissions Inventory page content edits.
- Tesoro Penalty Letter press release posting with Latest News.
- Community Advisory Council – created and posted new Trainings sub-page.
- STA website – updated link to Enviroflash Air Alerts.
- Website User Survey – worked on questions.
- Ongoing Grants postings.
- Open Burn Orchard Pruning Season Extension
 - Added advisory content to the Open Burn and Open Burn Information pages.
 - Created Latest News item.
- Twilio/Text Alerts
 - Contacting Twilio for update on the 10-digit phone number cost changes.
 - Working with Twilio on Spare the Air text message service.
- Agency-Wide Spare the Air Events Staff Volunteer Training on 5/25/23.

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

Local Government Knowledge, Action, and Support

- Staff working on the Bay Area Regional Climate Action Plan (BARCAP) funded by the US EPA's Climate Pollution Reduction Grant (CPRG) presented to the StopWaste Technical Advisory Group (Alameda County), Contra Costa County's Energy Efficiency Collaborative, and Marin Clean Energy's Community Power Coalition (EJ organizations). Staff submitted a detailed Work Plan and Budget for the \$1 million award to develop a regional climate action plan for the Bay Area (Alameda, Contra Costa, Marin, San Francisco, and San Mateo counties), which was approved by the US EPA. Staff worked on developing requests for proposals and scopes of work for technical and outreach work required for the grant.
- Staff working on the Bay Area Healthy Homes Initiative submitted a one-year progress report to the State Attorney General's Office highlighting successful planning and participant recruitment efforts. Staff led and participated in monthly meetings of Contra Costa County's Asthma Mitigation Project and the Bay Area Healthy Homes Initiative collaborative.

- Staff presented the Air District's CEQA Guidelines Appendix C: Guidance for Greenhouse Gas Reduction Strategies on a webinar hosted by the Governor's Office of Planning and Research and the CA Air Resources Board to over 700 CEQA practitioners and local government staff.
- Staff submitted comment letters on the US Army Corps of Engineers Revised Feasibility Report on the Oakland Harbor Turning Basin, and the City of Oakland's Draft Environmental Justice Element.

Support Community Solutions and Community Health Protection Planning (AB617)

- Staff working on the East Oakland AB 617 project convened meetings with the community co-chairs, Communities for a Better Environment (CBE), and CARB to plan and hold monthly meetings of the Community Steering Committee.
- Staff working on the Richmond/North Richmond/San Pablo Path to Clean Air (PCTA) project convened meetings with the community co-chairs, ad hoc and standing committees to continue developing strategies and actions for the Community Emissions Reduction Plan (CERP), develop CERP goals, hold monthly Community Steering Committee meetings, and plan outreach and educational activities to socialize the CERP and call for public comment in the fall.
- Staff working on the West Oakland AB617 effort convened meetings with the West Oakland Environmental Indicators Project (WOEIP) to continue Community Emissions Reduction Plan (CERP) implementation and plan hold Community Steering Committee meetings. In preparation for the 4th annual progress report, staff held check-in meetings with all Air District divisions responsible for implementation. Staff began preparing for the 5th annual progress report which will include a 5-year inventory update. Staff met with CA Air Resources Board (CARB) staff to discuss the methodology for the inventory update and 5th year milestone report.
- Staff working on the Bayview-Hunters Point (BVHP) project attended outreach events in the BVHP neighborhood, met with the San Francisco Department of Emergency Management and Department of Public Health, coordinated a driving tour with the Air District APCO, and continued meeting with the BVHP co-leads on the process to recruit, select and launch the Community Steering Committee. Staff also participated in a meeting with the CA Air Resources Board (CARB) and the San Diego Air Quality Management District to discuss coordination between San Diego's Portside CERP community leaders and the Bayview Hunters Point co-leads.

Regional and Statewide Air Quality and Climate Planning and Policy

- Staff convened the kick-off meeting of the Building Appliance Implementation Working Group (IWG), securing commitment to group goals and charter, and identifying potential areas of focus moving forward. Staff also met with Silicon Valley Clean Energy to discuss potential collaboration with community choice aggregators and with Caliber Strategies, a consulting firm working with manufacturers (appliances and PV installers/home electrification services). Staff developed Request for Proposals #2023-011 *Technical & Expert Research, Writing, Knowledge Gathering & Meeting Coordination Services to support the Building Appliance Rules Implementation Working Group* which closed on May 12, 2023.

- Staff briefed Air District Board Vice Chair Hurt on the Air District's assessment of the California Air Resources Board's (CARB's) proposed amendments to their Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities.
- Staff attended the California Hydrogen Leadership Summit in Sacramento, a conference exploring the policies, programs and incentives needed to accelerate production, use, and storage of hydrogen.
- Staff attended CARB's Interstate Transport Federal Implementation Process (FIP) meeting. Discussions included FIP requirements and affected sources in each district.
- Staff attended the National Association of Clean Air Agencies' (NACAA's) Climate Change Committee meeting for a presentation from Edison Electric Institute and the Natural Resources Defense Council on the Environmental Protection Agency's Power Plant greenhouse gas proposal under Clean Air Act (CAA) Section 111.
- Staff played an active role in the protecting [Blue Whales and Blue Skies](#) sustainable shipping program, led coordination meetings and participated in the program's monthly meetings.
- Staff engaged in important discussions with the California Energy Commission (CEC) to align efforts on building decarbonization and met with Drawdown Bay Area to explore the development of interactive climate action maps for the nine Bay Area counties.

Innovation, Science and Research

- Staff prepared a Letter of Support for a joint Port of Oakland, West Oakland Indicators Project, & City of Oakland grant request to the Environmental Protection Agency to fund research into adaptations to sea level rise and bay water intrusion in West Oakland.
- Staff co-authored a paper accepted by Nature Communications entitled "Decadal decrease in Los Angeles methane emissions is much smaller than bottom-up estimates," a study led by the Jet Propulsion Laboratory and California Institute of Technology.
- Staff met with FluxSense to learn about new technology, including drones, to measure CH₄ fluxes from processes within facilities, such as the working face of a landfill.
- Staff attended the National Academies of Science, Engineering, and Mathematics webinar on Climate Conversations: Artificial Intelligence.

Division News

- Staff continue implementing the Division's Strategic plan, with a focus on tracking metrics and key results for all five strategic goals. Over the last quarter, the staff team focused on objectives to achieve Goal 5 - Supportive and Inclusive Planning Division.
- Staff prepared for and moderated two events in celebration of Asian/Asian American and Pacific Islander Heritage Month, a conversation with the Asian American pioneer author Amy Tan and a Cultural Movie Club discussion on 14 Peaks.
- Staff attended the 2023 Association of Environmental Professionals (AEP) conference in South Lake Tahoe, CA and presented a panel on the new chapter in the 2022 CEQA Guidelines on centering Environmental Justice.

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

At the June 21, 2023, Stationary Source and Climate Impacts (SSCI) Committee meeting, staff presented an information item on Health and Equity Assessments for Rulemaking. Staff presented health and equity analyses associated with the Air District's natural gas building appliances rule amendments to members of the Northeast States for Coordinated Air Use Management (NESCAUM) considering similar rules. Staff met with the representatives of the Office of Environmental Health Hazard Assessment (OEHHA) to discuss their comments on the PM2.5 local risk methodology white paper and provided a table of health impact functions for a variety of health impacts for review.

Emissions and Community Exposure Assessment

Under Assembly Bill (AB) 617 community assessment work, staff completed data summary for the Chevron refinery emissions inventory and hosted a meeting with the Compliance and Enforcement Division, Engineering Division, and Meteorology and Measurement Division staff to present the assessment of potential acute health impacts from Chevron's flaring events. Staff continued work to support the development of Community Emissions Reduction Plan (CERP) strategies for the Richmond-North Richmond-San Pablo (R-NR-SP) or Path to Clean Air (PTCA) community. For the East Oakland community, staff completed a draft planning inventory for on-road mobile sources and the Oakland International Airport, continued emissions refinement for permitted sources, and acquired gridded emissions data from the California Air Resources Board (CARB) to support inventory development for other sources; staff also presented the community boundary and emissions inventory boundary at the monthly East Oakland Community Steering Committee (CSC) meeting. For the West Oakland community, staff provided the Planning and Climate Protection Division staff an ArcGIS-based road dust density map with metadata; staff met with the West Oakland Environmental Indicators Project (WOEIP) and Sonoma Technology staff and provided comments on their proposed street sweeping and monitoring program. For the Bayview-Hunters Point (BVHP) community, staff worked with the San Francisco County Transportation Authority staff to refine data used for the development of local on-road mobile source inventory.

Under the District's California Environmental Quality Act (CEQA) support work, staff continued work to develop the screening analysis tool for assessing air pollution impacts from construction projects. Under emissions inventory development, staff addressed management review comments on the base year inventory report, incorporated biogenic emissions into the final draft emissions querying tool, and developed a work plan to update the greenhouse gas (GHG) emissions inventory for the Air District's EPA Climate Pollution Reduction Grant (CPRG) application. Staff also continued processing data for permitted sources to meet the reporting requirement under the California Emission Inventory Development and Reporting System (CEIDARS) and the new statewide Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR).

Staff compiled a technical appendix for the modeling of the incident at Martinez Refining Company (MRC) and participated in a Contra Costa County meeting of the Industrial Safety Ordinance/Community Warning System Ad Hoc Committee. Staff completed a technical memorandum on the community-scale air quality impacts of commercial harbor crafts to support CARB's authorization request of commercial harbor craft regulation. Staff met with

Providence/Santa Rosa Memorial Hospital staff to assist them and nearby residents in understanding air quality modeling for assessing impacts of helicopter visits. Staff tested regional meteorological modeling systems on the new computer cluster. Staff coordinated with multiple Air District Divisions to renew geographical information system (GIS) software licenses and services.

Air Quality Modeling and Analysis

Staff wrote a memo on locomotive impacts in AB 617 communities in response to a request from the National Association of Clean Air Agencies (NACAA). For the East Oakland AB 617 community, staff helped finalize a presentation on the community boundary and emissions inventory boundary and presented that material at the CSC meeting on May 11. To support the development of a draft 2021 emission inventory for East Oakland, staff obtained gridded emissions data from CARB, reviewed the data, and applied speciation profiles and toxicity weighting factors to develop a toxicity-weighted inventory. In preparation for AERMOD modeling of East Oakland, staff obtained, processed, and evaluated available observed and simulated meteorological data. Staff also participated in the June CSC meeting for the East Oakland AB 617 community. Staff wrote a brief overview of the PTCA community modeling approach and available modeling-related data in response to a public records request.

Staff attended a meeting with the PTCA CSC members at the Richmond office to discuss control strategies for the fuel refining sector; staff helped finalize a memo on a modeling-based evaluation of potential acute health effects from Chevron flaring events. Staff completed a first draft of the air quality overview chapter of the PTCA CERP and began coordinating with the Meteorology and Measurements Division on consolidating the modeling and monitoring information in that chapter. For the West Oakland community, staff responded to a public record request for emissions and modeling data developed for Schnitzer Steel as part of the AB 617 technical analysis.

Staff reviewed updates in the aerosol schemes of the latest version of the Community Multiscale Air Quality (CMAQ) model (version 5.4) and changes in the updated CAM-chem global modeling platform (CESM2.1 vs CESM2.2) for regional modeling boundary conditions. Staff prepared biogenic emissions data for 2020 and 2021 to support regional CMAQ modeling for those years and summarized available biogenic emissions inventories for the Bay Area for inclusion in the Air District's base year regional inventory.

Staff met with the joint Intervention Model for Air Pollution (InMAP) project team and discussed a plume rise issue in the model and the use of Google cluster for developing source-receptor matrices for the Bay Area. Staff conducted additional InMAP test runs to further investigate the plume rise issue and shared the results with the external InMAP team. Staff also conducted additional comparison analyses of CMAQ and InMAP results and shared the findings with the InMAP project team.

Staff finalized a memo on the air dispersion modeling and deposition analysis conducted for the November 2022 incident at Martinez Refining Company (MRC). Staff also participated in a meeting with the Contra Costa Health Department to discuss modeling results.

Staff processed the latest survey data from True North and examined the survey responses regarding neighborhood burning and burning under different meteorological conditions. Staff continued work on the woodsmoke emissions project by calculating an alternative device scaling factor. Staff

examined the burn-this-winter scaling factor for each device type (fireplace and woodstove) using the latest survey results and found no significant difference between hotspot areas and non-hotspot areas. Staff investigated whether the breakdown of the estimations of burn-this-winter scaling factor for distinct types of housing help mitigate the issue of overestimating emissions in dense multi-family housing areas. Staff reviewed EPA’s latest documentation on woodsmoke emission estimates and adjusting scaling factors in dense housing areas. Staff processed the latest residential wood combustion emissions inventory from Baseline to prepare the data for a CMAQ simulation and completed a new annual simulation to assess air quality impacts of these latest residential wood combustion emissions estimates.

Staff attended a webinar hosted by Lakes Environmental on modeling assessments for environmental justice communities. Staff attended the 2023 Unidata online workshop on environmental data sources, data types and formats, analysis methods, ethics, and other related topics associated with utilizing these data. Staff processed April and May 2023 one-minute local airport meteorological data into hourly averages and subsequently uploaded the data into the Air District’s data management system database (DMS). Staff set up a Windows virtual machine to run the FAA’s Aviation Environmental Design Tool (AEDT) to model airport emissions resulting from aircraft operations.

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

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

Status / Next Milestones:

- Implementation Working Group subcommittee and steering committee meetings scheduled for July 2023.
- Second Implementation Working Group plenary meeting scheduled for August 30, 2023.

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

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

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

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

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

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

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

Key Updates: On April 5, 2023, staff released a public notice that the Board of Directors will conduct a public hearing on June 21, 2023, to consider the submission of the current versions of Rule 9-4 and Rule 9-6 to the United States Environmental Protection Agency and the California Air Resources Board for inclusion in the State Implementation Plan (SIP). Comments related to the inclusion of Rules 9-4 and 9-6 to the SIP are due by Friday, May 12, 2023.

Staff received eight public comment letters and emails related to the submission of amended Rules 9-4 and 9-6 into the SIP. Six commenters expressed concerns regarding submission, including flexibility and interaction of the SIP submission with the Implementation Working Group as well as ongoing litigation of potentially related rules. Two commenters expressed support for submission of the amended rules to the SIP focusing on the health benefits.

On May 23, 2023, the Implementation Working Group held its first plenary session to discuss background of the rule development process, the structure of the working group moving forward and goals for the working group. The technical and equity subcommittees are currently planning for their first meetings to occur in June or July of 2023.

On June 21, 2023, the Board of Directors conducted a public hearing in which they voted to pass a resolution directing staff to submit Rule 9-4 and Rule 9-6 as amended on March 15, 2023, to the California Air Resources Board for inclusion in the State Implementation Plan.

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

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

Status / Next Milestones:

- Anticipated presentation to Stationary Source and Climate Impacts Committee in Q3 2023
- Anticipated release of final package for public comment and Board consideration in Q4 2023.

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

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

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

Staff provided updates on rule development progress to the Stationary Source and Climate Impacts Committee on September 19, 2022.

Key Updates: Staff released a request for comments package for public review on May 8, 2023, which included a Preliminary Staff Report and draft amendments to Rule 8-8. Written comments on the draft amendments and supporting materials will be accepted through June 7, 2023. In addition, staff met with members of the Western States Petroleum Association (WSPA) on May 25, 2023, to answer questions on the proposed amendments.

Staff received three public comment letters on the proposed rule amendments from the Western States Petroleum Association and two individual members of the public. Staff additionally plans to meet with community members to discuss potential concerns on June 15, 2023.

Staff are currently working with contractors to prepare socioeconomic and California Environmental Quality Act evaluations for the draft amendments to Rule 8-8. The staff is additionally working with internal and external stakeholders to address comments from the public comment period and make updates to the draft amendments and supporting materials as appropriate.

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

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

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

Status / Next Milestones:

- Stationary Source and Climate Impacts Committee—Q3 2023

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

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

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

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

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

Status / Next Milestones:

- Next CSC Meeting - July 24, 2023
- Fuel Refining, Support Facilities, Storage and Distribution Key Issue Category – Strategy Development and Writing with P2S Ad Hoc
- Rule Development is now leading strategy development discussions, following a meeting at HQE with Executives, management, and the P2S Ad Hoc Fuel Refining subgroup to discuss the community-developed Fuel Refining strategy document.

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

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

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

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

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

Key Updates: Staff continue to work with the Ad Hoc, with a focus on the Fuel Refining strategies. The first drafts of strategies were anticipated to be completed by early June. Additional drafting on some strategies will now need to occur in July, to reach consensus. Targeted stakeholder review, including some additional internal review, is also occurring in June and July.

East Oakland CERP development:

Status / Next Milestones:

- Next internal working group meeting is July 20, 2023
- Share key updates for any topics flagged for rule development

Background: In February 2022, East Oakland was selected by CARB amongst high priority communities in the Bay Area due to longstanding air quality challenges, environmental justice issues, and health inequities. East Oakland organizations have partnered with the Air District to build community capacity, increase understanding of local air pollution and environmental justice issues, and bring together cross-agency partnerships necessary for improving environmental health and local air quality improvement. The Air District is partnering with Communities for a Better Environment and other community-based organizations to create a community-based Steering Committee to develop the East Oakland AB 617 Community Emissions Reduction Plan. The community-based steering committee is responsible for developing a CERP, which will serve as a blueprint for improving air quality in East Oakland.

Staff are currently providing input on the first two key issues identified by the East Oakland community. These were identified as Argent Materials and the East Bay Crematorium. Argent Materials conducts asphalt and concrete recycling operations in proximity to community receptors and has plans for expansion. Their operations can produce fugitive dust emissions of particulate matter (PM) (PM2.5 and PM10) as well as possible toxic air contaminants (TACs). The East Bay Crematorium’s operations entail the incineration of human remains using natural gas-fired furnaces that can produce PM2.5 and PM10 and TACs near communities.

Key Updates: Staff are actively working alongside other divisions in partnership with the Planning division to provide input and background information related to any pertinent rule development efforts relevant to the problem statements provided by the community.

Fugitive Dust White Paper:

Status / Next Milestones:

- Commence drafting regulatory language and concepts
- Initiation of Public Engagement Efforts

Background: Advisory Council: The Air District’s Advisory Council convened a conference series on particulate matter, with a focus on fine (PM2.5) particulate matter. This series included presentations and discussions among nationally recognized scientists, health professionals, industry, community members, and the Air District, identifying the most effective measures to further protect public health. The symposia highlighted this public health challenge, as well as information and tools to inform future policy decisions. The first symposium took place on October 28, 2019, and covered topics on particulate matter health effects and particulate matter exposure and risk. In

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

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

Community Concerns: In 2021, staff met with community stakeholders in Bayview Hunters Point (San Francisco), and performed a community tour of various sites, including touring large aggregate facilities and construction sites. Staff took the opportunity to document community concerns surrounding PM and witness PM-related activity that may impact community health.

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

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

Key Updates: Staff presented an update to the Stationary Source and Climate Impacts Committee in April 2023. Staff released the Fugitive Dust White Paper and shared the findings of the report which reviewed existing Air District existing particulate matter programing, focusing on fugitive dust, identifying potential strategies and recommendations for program improvements, and future rule development efforts. During the presentation, staff received feedback from board members for the desire for additional collaboration with cities and counties to find ways to strengthen and streamline fugitive dust requirements.

Additionally, staff developed and published a webpage dedicated to fugitive dust. This webpage, which is currently live on the rule development portal, houses all the relevant information pertaining to fugitive dust, such as a copy of the white paper, links to past presentations, and general background information. As work on this effort continues to expand, staff plans to continue to collaborate with the Community Engagement division to determine appropriate next steps for strategically engaging on this effort with AB 617 communities.

Staff are initiating the rule development process and expects to engage with the public later this year.

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

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

Status / Next Milestones:

- Begin internal working group to discuss potential amendments.

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

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

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

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

Key Updates: Staff is refining regulatory concepts and will initiate public engagement efforts in Q3 of this year and presenting before the SSCI committee in Q3 or Q4 of this year.

Metal Recycling Emissions:

Status / Next Milestones:

- Continue the development of the Metal Recycling White Paper that scopes out the major air quality issues resulting from metal recycling facilities in the Bay Area and proposes possible mitigation measures.
- Assist as needed on any pertinent collaboration efforts relevant to the multi-agency stipulation implementation for Schnitzer Steel

Background: The impacts of fugitive PM from metal recycling were a focus during the AB 617 Community Emission Reduction Planning (CERP) Process in West Oakland. The CERP, *Owning Our Air: The West Oakland Community Action Plan*, included a Further Study Measure that states that "The Air District also will consider potential amendments to Rule 6-4, Metal Recycling and Shredding Operations, and Rule 12-13, Foundry and Forging Operations, to further reduce fugitive particulate matter emissions (Strategy #68)."

The primary metal recycling facility in West Oakland is Schnitzer Steel. Schnitzer Steel is located at 1101 Embarcadero West, in West Oakland and has been operating since 1965. The facility purchases end-of-life vehicles, appliances, and scrap metal from various sources and deconstructs them into recyclable scrap metal. The air pollutants of concern emitted from the facility are particulate matter (PM) (both PM_{2.5} and PM₁₀), light fibrous material, and organic gases (particulate organic compounds and/or volatile organic compounds (VOCs)). In addition to these broad groups of air pollutants, specific chemicals emitted during shredding operations are polycyclic aromatic hydrocarbons (PAHs); polychlorinated biphenyls (PCBs); toxic air contaminants (TACs) (primarily in the form of metals, including hexavalent chromium, manganese, lead, mercury, nickel, zinc, and selenium); and substances used for the chemical treatment of metal shredder residue; including aluminum and potassium silicate, and alkaline cement dust. Additional sources of pollution associated with the recycling activities from the facility include pollution emitted from frequent pile fires and from truck, ship, and rail exhaust.

The Schnitzer facility has had a long-standing history of violations and regulatory agency actions dating back to 2015, which required the facility to install an enclosure to their mega metal shredder. But the toxic emissions and alleged release of light fibrous material into the local communities has been prevalent since. The 2021 Stipulation requires Schnitzer to among other things, pay \$4.1 million in civil penalties, install two regenerative thermal oxidizers to reduce VOCs at least 98 percent and acid gases by 95 to 98 percent and temporary continuous emissions monitors, and conduct annual compliance testing per Air District permit terms.

Key Updates: Staff drafted a joint letter with the West Oakland Indicators Project (WOEIP) that formally invites external agencies to collaborate with the Air District to strategize a unified approach to implement the latest settlement agreement. Staff also sent preliminary emails to external agencies requesting their partnership as a step before sending them the letter. The agencies that the staff has so far reached out to are EPA Region IX, CARB, DTSC, EMBUD, SF Regional Water Quality Board, OEHHA, City of Oakland, Port of Oakland, Alameda DA's office, CA DA's Office, and City of Alameda.

Staff shall continue working on the development of the metal recycling white paper, as well as conducting the relevant research and outreach that may be necessary. Staff shall continue to pursue additional external agencies and send out the letter to all the said agencies when completed.

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

Community Engagement and Outreach Programs

AB 617 Community Health Protection Program

Bayview Hunters Point AB 617

District Staff partner with the Bayview Hunters Point Community Advocates (BVHPCA) and the Marie Harrison Community Foundation (MHCF), the Community Co-Leads, to develop the formation of the Community Steering Committee (CSC) and guide the development of the Bayview Hunters Point AB 617 Community Emissions Reduction Plan (CERP).

- **Thursday, June 22, 2023** – Staff from CARB organized a meeting between Air District staff, BVHP Community Co-Lead staff (from BVHPCA and MHCF), and Community Co-Leads from the San Diego Portside AB617 site. The San Diego Portside AB617 site has completed the CERP and is in the implementation phase. The purpose of the meeting is to share best practices and lessons learned and to answer questions from the Community Co-Lead perspective.
- **Thursday, May 19, 2023** – Staff from the District, MHCF, and BVHPCA reviewed and scored Community Steering Committee applications together.
- **Wednesday April 5, 2023** – Staff met with BVHPCA and MHCF and staff from the Meteorology and Measurement division to discuss monitoring needs for the BVHP Community Emissions Reduction Plan.

West Oakland AB 617

District Staff partner with our Co-Leads West Oakland Environmental Indicators Project (WOEIP) on a weekly basis to discuss next steps for implementation of the AB 617 Community Action Plan and engagement of the Community Steering Committee.

- **June 22, 2023** – Follow-up from May and June CSC meetings, WOCAP and WOEIP submitted public comments to the City of Oakland general plan. Comments reflect CSC members input on targeted EJ goals that align with the WOCAP plan and how specific strategies and concepts could be improved, expanded, or revised to fully capture WOCAP strategies.
- **Wednesday, June 7, 2023** – The CSC monthly meeting covered a part two discussion on the City of Oakland’s General Plan and EJ elements of the plan directly related to the WOCAP Community Emissions Reduction Plan (CERP).
- **Wednesday, May 3, 2023** – The West Oakland Clean Air Plan (WOCAP) agreed to pursue the City of Oakland’s Transformative Climate Communities grant focused on implementation tied to WOCAP’s plan. The monthly CSC meeting also covered the City of Oakland’s General Plan with a focus on its environmental Justice goals. Priority was given to the EJ goals that align with the West Oakland CERP
- **Wednesday, April 5, 2023** – The Steering Committee convened the second meeting of the year. The meeting covered priority issues on enforcement presented by Air District and CARB covering idling trucks, illegally parked trucks, and odors. CARB also presented efforts to reduce emissions at the port.

Richmond/San Pablo AB 617

District Staff partner with 21 community members that represent Richmond, North Richmond and San Pablo communities on a weekly basis across several Ad Hoc committees (Governance Ad Hoc, Problems to Solution Ad Hoc and the Co-Chair Committee) to work towards finalizing the AB-617 Community Emissions Reduction Plan (CERP).

- **Monday, June 26, 2023** – CSC meeting welcomed one new member that represents the City of Richmond. The CSC approved the new Charter to reflect community governed status. The team introduced the review process for Chapter 7 (CERP strategies) which launched on July 17th. Each review team was given four weeks to review strategies to identify any “red lines” and to ensure that strategies align with the following three criteria: Vision and Principles, feasibility, and Just Transition.
- **Monday, May 15, 2023** – CSC meeting discussed CERP Chapters, overview of CERP goals focused on the forms they can take and to set up the goals writing team. The Governance Ad Hoc presented and reviewed the revised Charter along with reporting on comments from the CSC members on the draft Charter.
- **Monday, April 24, 2023** – the CSC held its first community-led monthly steering committee, at Supervisor John Gioia’s office and over video conferencing. There was a strong turnout of community members both onsite and virtually. The meeting covered the current recruitment process, meeting format, CSC application, and the process for collecting comments on the Charter.
- **Wednesday, April 27, 2023** – CSC community leader Marisol Cantu and Greg Nudd spoke at the West County Mayors’ and Supervisors’ Association on AB 617 and the Path to Clean Air Plan for Richmond and San Pablo.
- **Tuesday, April 11, 2023** – The Fuel Ad Hoc met with Air District executive staff, division directors and technical staff at the Richmond office to discuss the draft fuels and refinery strategy document. Both entities came together to discuss key concepts, to gain greater clarity on positions and confirm next steps.
- **Wednesday, April 5, 2023** – Staff and CSC members presented to the Board of Directors to dissolve the Path to Clean Air Community (PTCA) Steering Committee that was appointed under Resolution No. 2021-02. The Board approved dissolving the PTCA and the members soon after moved towards transitioning to a community governed steering committee.

East Oakland AB 617

District Staff partner with the Communities for a Better Environment, the Community Co-Lead, Just Cities and CSC Co-Chairs, Aiyahna Johson and Charles Reed, to develop the formation of the Community Steering Committee (CSC) and guide the development of the East Oakland AB 617 Community Emissions Reduction Plan (CERP).

- **Thursday, June 8, 2023** – CSC met to vote on the CERP Vision and Guiding Principles, vote to fill the vacant Youth Co-Chair position, receive an overview of the work Co-Lead CBE has been conducting to research and develop potential strategies to address sources of air pollution in East Oakland and how the process will be informed by the CSC and align CERP development, and continue the discussion from the previous CSC meeting on the CERP community and emissions inventory boundaries of the Plan.
- **Thursday, May 12, 2023** – CSC met to vote on the request for a timeline extension, vote on the charter and discuss both the vision and principles and the CERP community and emissions inventory boundaries of the Plan.

- **Thursday, April 13, 2023** – The Steering Committee met and worked on developing their vision and guiding principles. In addition, the Co-Leads and Co-Chairs will ask the committee to support a formal request to CARB for an extension to the CERP timeline.

Spare the Air Resource Teams

District Staff partner with Critical Impact Consulting to work on the Spare the Air Resources Team project.

- **Friday, June 2, 2023** – Staff met with the contractor, Critical Impact Consulting, to discuss final deliverables of the contract, ending on June 30, 2023.

Community Grant Program

District staff partner with community-based organizations on grants that support capacity-building on air quality issues throughout the Bay Area.

- **Thursday, May 18, 2023** - In support of JCS Grantee Sequoia Foundation’s project, staff attended and evaluated student presentations of senior capstone projects at Skyline High School in Oakland.
- **Wednesday, May 3, 2023** – Year 2 Grantee Kickoff Event – Staff held a Zoom event for James Cary Smith Community Grantees (Cohort 1) to share information about Year 2 of the grant program, discuss best practices for reporting, connect grantees, and identify collaboration opportunities. Staff also shared information about the Clean Cars for All program. Eighteen staff from eleven funded organizations participated.
- **Friday, April 14, 2023** – Air Pollution in Marin City Listening Session – Staff participated in a listening session organized by James Cary Smith Community Grantee Marin City Climate Resilience and Health Justice. Participants discussed findings from community needs assessment surveys and solutions to include in a Community Air Action Plan for Marin City.

Community Advisory Council

- **Monday, May 22, 2023** – District staff presented an online training for seven CAC Members and a few AB617 CERP and CSC community representatives on Permitting and Compliance and Enforcement (C&E), including how C&E coordinates with Legal services. This training will be recorded as a future resource.
- **Thursday, May 18, 2023** – The Community Advisory Council (CAC) held its 8th meeting at the Cal State East Bay Oakland Conference Center in downtown Oakland. Dinner was served at 5 p.m. with the meeting starting at 6 p.m. The three main agenda items were: (1) Vote on the Revisions to the CAC Charter Memo (2) Strategic Incentives Division presentation on County Program Manager Transportation Fund, and (3) a presentation on Rule Development.
- **Thursday, March 16, 2023** – The CAC Charter was approved by the CAC at the March CAC meeting. The Co-Chairs then received edits to the CAC Charter from the Board. The CAC Co-Chairs are currently reviewing the edits and plan to meet with Board Leadership and the APCO on April 25th to discuss the edits. When changes are agreed upon, the Charter will then go to CEHJ for consideration, then to the full Board.

Home Air Filtration Program

District Staff partner with local health centers, community-based organizations, local health departments to distribute home air filters and filter replacements to vulnerable populations and communities in the Bay Area and provide high efficiency improvements in elementary schools.

Marie Harrison Youth Scholarship Program

District Staff partner with Marie Harrison Community Foundation and Kaleidoscope to design and administer the high school youth scholarship program to support youth from the Bay Area with college costs. This scholarship is in honor of the late Marie Harrison a long-time environmental justice advocate from Bayview Hunters Point, San Francisco.

- **Monday, April 24, 2023** – Staff from the Marie Harrison Community Foundation reviewed and scored the scholarship applications and made a decision on the eight applicants selected to receive a scholarship. An email announcement from Kaleidoscope (scholarship web platform) to those selected and those not selected will be sent by mid-May.

OFFICE OF DIVERSITY, EQUITY, AND INCLUSION T. WILLIAMS, MANAGER
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During the second quarter of 2023, the Office of Diversity, Equity, and Inclusion (Office) focused on three (3) functional areas; DE&I Strategies, Human Resources/DE&I Strategies, and Board of Directors/Community Equity, Health, and Justice Committee

DE&I Strategies –

The Office updated its 2023 Q2 demographic analysis information that included all Air District employees by gender and race/ethnicity compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the data:

*Bay Area -
ACS

Gender	
F	50%
M	50%

Air District

Gender	
F	44%
M	56%

*Bay Area - ACS

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

Air District

Ethnicity/Race - All Air District	
American Indian/Alaskan Native	1%
Asian	41%
Black or AA	8%
Hispanic or Latino	9%
Unknown or Other	2%
White	40%

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

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

In honor of Pride Month, the Office hosted an event featuring guest speakers Kelsi Evans (she/her) and Isaac Fellman (he/him) from the GLBT Historical Society in San Francisco. During this event staff learned about the meaning and evolution of the pride flag. In addition, staff also viewed a veritable treasure trove of historical LGBTQ+ gems from the GLBT Historical Society's archives vault, including some of the most unusual and surprising material objects in the archive.

The Office met with the Equity Resource Team Subcommittee and the Rules Development Division team to discuss the Racial Equity Toolkit pilot to be retroactively utilized by Rules for the Building Appliance Rules 9-4 and 9-6. Learnings from this pilot will inform Rules how the tool may be customized for upcoming projects and future rule creation. The tool is focused on creating a pathway/process for the Air District to factor in equity into all decision making related to policy, practices and programs, and budgets, where applicable.

The Office co-led discussions with the Participatory Budget (PB) Team regarding contract development and clear guidance of work expected from the selected vendor after an RFP shall be made public. A portion of the contract for the selected vendor will include training for the Community Advisory Council and the Board of Directors on PB. Participatory budgeting is a democratic process that allows community members to directly participate in budget-related decision making, i.e., community members decide how to spend a defined portion of a government agency's budget.

Human Resources/DE&I Strategies

The Office worked with the Human Resources Division to create recruitment strategies to develop and support a diverse workforce that's reflective of the diverse communities we serve. Items included inclusive language in job postings, targeted outreach efforts at colleges, universities, and job fairs, inclusive interview best practices, diverse job panels and additional inclusive practices.

The Office met with the Cultural Advisory Team, members of the Air District Mentorship Development Team, and the inaugural mentors selected for the formalized Mentorship Development Program. The initial program is a six-to-nine-month pilot program before formal introduction to the Agency.

The Office met with the Employee Association (EA) leadership team, Acting Chief Administration Officer Chiladakis and the Human Resources Division to discuss the EA's recommendations regarding the draft of the proposed Air District Anti-Bully Policy. The Office works to ensure fairness and an equity lens is applied.

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

- In coordination with the Air District's strategic planning effort, establish a formal Air District compensation philosophy as the guiding principle for compensation and classification planning.

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

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

The Office provided the Community Perspective speaker for the Board of Director’s Community, Equity, Health, and Justice Committee Meeting in May. The month of May’s guest speaker was Cecilia Mejia, Brightline Defense Program Manager, and Air District Community Advisory Council Member. Councilmember Mejia provided an update on Brightline's continued and expanded work in air quality, community engagement, and capacity building with San Francisco's frontline communities.

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

Key Performance Indicators for the period of April 1, 2023 through June 30, 2023.

<i>Project Activity</i>	<i>Qty.</i>	<i>Amount</i>
New Applications Evaluated	22	\$10,072,570
New Contracts Executed	23	\$14,909,737
Approved Changes to Projects (Contracts Amended)	43	n/a
Grantee Payments Processed	49	\$10,305,219

<i>Program Activity</i>		<i>Qty.</i>	<i>Description</i>
Grant agreement executed with CARB		1	<ul style="list-style-type: none"> • \$3,000,000 - CMP Year 25 State Reserve
Funding Agency Disbursements: Funds Received from CARB		1	<ul style="list-style-type: none"> • \$470,400 - VW ZEFM project funds
Reports	Submitted to CARB	5	<ul style="list-style-type: none"> • VW ZEF&M and LDV - Quarterly Progress and Semi-annual Fiscal • CAP Year 1 Liquidation • CAP Year 2-6 Semi-annual • FARMER Semi-annual
	Submitted to EPA	1	<ul style="list-style-type: none"> • TAG Woodsmoke Program 2023 Quarterly

Program Activities Overview

The Strategic Incentives Division administers over \$100M in new revenue annually that is used to incentivize businesses and public agencies to upgrade their existing older polluting mobile source equipment and vehicles. Administrative work and activities involve the evaluation of applications received, drafting of contracts for recommended projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for recently completed projects, submission of disbursement requests and progress reports to funding sources (e.g., CARB), and participation in and coordination of meetings and educational/informational events. Staff also monitor projects that are in the operational phase for up to 10 years after funding has been paid, close out projects that completed their contractual obligations, and when necessary, take enforcement action for non-compliant projects.

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

Key Program Updates, Accomplishments, and Milestones

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

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

Collectively referred to as Carl Moyer Program, these programs provide funding to reduce emissions from existing heavy-duty engines, primarily in the mobile source sector, including on-road trucks and buses, school buses, off-road, agricultural, marine equipment, and locomotives by replacing these with newer, cleanest available equipment, including zero-emission equipment and supporting infrastructure when possible. Applications are accepted through an online CMP application portal. On June 9, 2023, the Air District closed its Year 23 cycle. Applications were accepted on a first-come, first served basis. Over \$23 million was awarded as of June 30, 2023, with additional applications still under review. In July 2023, the Air District will open a \$30 million competitive solicitation for the installation of new electric charging equipment or the expansion of existing public and private electric charging stations for heavy- and medium-duty vehicles and equipment. At least 80% of the total funds will be awarded to projects that reduce emissions in priority communities.

- **CAPCOA/CARB Incentives Retreat:** On March 28, 2023 – March 30, 2023, staff attended the hybrid in-person/remote retreat in Riverside, CA. In addition to participating, staff also co-led a workshop on light duty voluntary vehicle retirement and other mobility options and co-led a workshop covering general administration of the **Carl Moyer Program**.
- On April 5, 2023, staff attended an AB 617 Accomplishments workgroup with CARB and other districts to discuss upcoming reporting on Community Emission Reduction Plan five-year implementation results for communities such as West Oakland.

- **Pre-solicitation stakeholder webinar for upcoming infrastructure solicitation:** On April 20, 2023, staff conducted a pre-solicitation webinar to gather input from interested parties on a new competitive funding opportunity that is being developed to provide funding for electric charging infrastructure projects. There were 69 attendees.
- **Carl Moyer Program comments submitted to CARB:** On May 1, 2023, staff provided comments and feedback to CARB on two Moyer program documents for the marine category, including (1) Marine Case-by-Case Request Guidance and (2) Draft Final Marine Source Category Implementation Chart.
- **Outreach Meeting with the Port of Richmond:** On May 8, 2023, staff met with the Port of Richmond representatives and other members of the Air District’s AB 617 team to discuss potential projects and grant opportunities to reduce emissions at the Port of Richmond.
- **Infrastructure workshops:** In anticipation of the division opening an electric charging infrastructure pilot program solicitation in July 2023, staff attended two webinars. The first, on May 18, 2023, was by the California Energy Commission on a forthcoming infrastructure solicitation “Innovative Charging Solutions for Medium- and Heavy-Duty Electric Vehicles”. The second, on May 22, 2023, was a presentation on the California Air Resource Board staff’s proposed Freight Infrastructure Plan.
- **Outreach and Meet and Greet with the Port of Oakland:** On May 18, 2023, managers and director met with representatives from the Port of Oakland’s maritime and airport divisions to present on the Air District’s grant programs and to discuss potential grant funding and coordination opportunities to reduce emissions at the Port.
- **Carl Moyer Year 25 State Reserve \$3M Award from CARB:** On May 19, 2023, CARB executed a grant agreement with the Air District that awarded \$3 million in Carl Moyer State Reserve (Fiscal Year 2022-2023) funding that will be directed toward on-road Voucher Incentive Program (VIP) truck replacement projects.
- **Port of Oakland 2020 and Beyond Working Group Meeting:** On June 6, 2023, staff attended the working group meeting hosted by Port of Oakland to discuss the revised harbor craft emissions inventory and the use of diesel particulate filter to reduce diesel emission from harbor craft.

Transportation Fund for Clean Air (TFCA)

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

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

Staff also continued to liaise with to the county representatives who administer the **TFCA 40% funds** to provide programmatic support, facilitate workgroup meetings, receive input to inform future policy updates, and answer questions. Staff also coordinated with the external auditors who are conducting a review of projects that were closed and paid out in the prior year.

- On April 6, 2023, April 11, 2023, and April 13, 2023, staff met with representatives of the San Francisco County Transportation Authority, Alameda County Transportation Commission, and Contra Costa Transportation Authority, respectively, regarding their incentive programs funded by the **Transportation Fund for Clean Air (TFCA) County Program Manager** fund. The discussions centered around how the county agencies make decisions about how to use the TFCA funds for programs and projects and what ways they solicit and incorporate engagement with communities into their decision-making processes. Staff also invited the agency representatives to attend the Air District’s Community Advisory Council meeting on May 18th where SID staff will present an overview of the County Program Manager fund. **TFCA County Program Manager Fund presentation for the Community Advisory Council (CAC):** On May 18, 2023, staff presented an overview of the Transportation Fund for Clean Air County Program Manager fund to the CAC and solicited input on how the program can better meet the needs of communities in the nine Bay Area counties.

Proposition 1B Goods Movement Program (GMP)

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

Volkswagen (VW) Environmental Mitigation Trust Fund Program

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

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

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

- **LDI – Hydrogen-Fueling Stations** – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to five stations. Two of these stations will be located in the Bay Area. Construction is anticipated to be completed on one of the two stations in mid-2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- **LDI – Electric Vehicle (EV) Stations** - A competitive solicitation offering the available \$5 million was conducted May 11, 2021 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the district has executed contracts with grantees for \$4.9 million and will work to contract the remaining funds by end of 2023.
- **ZEFM Program** – On September 29, 2022, staff opened a State-wide solicitation with up to \$25 million available to eligible off-road freight and marine equipment to scrap and replace with zero-emissions equipment. Staff also continued to work with CARB on updates to the program Implementation Manual and guidance, and recommendations for improving the administration and eligibility requirements for the VW ZEFM program.
 - **VW Environmental Mitigation Beneficiary Mitigation Plan (BMP):** On May 10, 2023, CARB notified the District that the CARB’s executive Officer had approved modifications to the VW Beneficiary Mitigation Plan (BMP) based on recommendations from the three air districts. Staff anticipates that applications and workload in the VW ZEFM program will increase as a result of these modifications. Staff has met with CARB, South Coast AQMD, and San Joaquin Valley APCDCARB to coordinate on the implementation of these modifications.
 - On June 28, 2023, staff submitted the revised VW ZEFM Implementation Manual to CARB for review and approval. Next steps include working with CARB to update program documents, including the Program Guidance, and to conduct statewide outreach, including webinars and e-blasts, to notify and explain these improvements to the public, and to reopen the update Program in late summer.
 - As of June 30, 2023, of the \$70 million allocated to the ZEFM category, the Bay Area VW team has contracted approximately \$12.3 million to eligible projects, with an additional \$2.3 million in the contracting phase.

Zero-Emission Hydrogen Ferry Demonstration Project

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

Clean HEET (Woodsmoke Reduction) Incentive Program

The Clean Heating Efficiently with Electric Technology, or Clean HEET, Program will offer up to 300 homeowners grant funding to offset a portion of the cost to replace woodstoves and fireplace inserts with zero-emission heat pumps. This program is funded by the Environmental Protection Agency (EPA) Targeted Airshed Grant (TAG) program (\$2 million) and matches funding provided by the Air District and is scheduled to open in fall 2023. The program will be available to homeowners throughout the Bay Area with prioritization of projects that occur in communities with the highest rates of air pollution and that can achieve the greatest emissions reductions.

During this period, the Air District staff worked with an IT contractor to continue updating the program's grant management system, finalized solicitation and outreach materials, and submitted the TAG 2023 1st-quarter report to the EPA. In addition, staff attended monthly Residential Wood Smoke Working Group meetings hosted by EPA.

Other Highlights, Updates, and Meetings:

- **AB 617 Accomplishments workgroup:** On April 5, 2023, staff attended an AB 617 Accomplishments workgroup with CARB and other air districts to discuss upcoming reporting on Community Emission Reduction Plan five-year implementation results for communities such as West Oakland.
- **Community Electrification Committee Meeting at Port of Oakland:** On April 21, 2023 May 19, 2023, and June 16, 2023, staff attended the monthly meeting hosted by the Port of Oakland to discuss updates related to electrification projects for the Port and West Oakland. Attendees included representatives from Port's maritime division, West Oakland Environmental Indicators Project (WOEIP), City of Oakland, Earth Justice, East Bay Community Energy (EBCE), Environmental Defense Fund, and UC Berkley. Staff also provided updates about Air District grant programs and a new upcoming infrastructure solicitation. The workgroup aims to coordinate the various elements that will be needed to provide adequate capacity to electrify all the equipment that would be used at the Port without impacting the electrical needs of the adjoining community.
- **East Bay Community Energy's Zero-Emission Medium- and Heavy-Duty Goods Movement Blueprint Work Group:** On May 10, 2023, May 25, 2023, and June 14, 2023, staff participated in EBCE's monthly workshop on creating a blueprint for zero-emission electric medium- and heavy-duty vehicle adoption in the Bay Area. On May 10, 2023, staff also shared a presentation about the Air District's incentive programs to the work group members.
- **Grants Presentation to the Port of Oakland:** On May 18, 2023, managers and director met with representatives from the Port of Oakland's maritime and airport divisions to present on the Air District's grant programs and to discuss potential grant funding and coordination opportunities to reduce emissions from Port operations that impact adjacent communities.
- **Zero-emission Lawn and Garden Equipment Outreach Event:** On May 19, 2023, staff hosted an outreach table at an event held in Richmond and organized by AGZA (American Zone Alliance) on behalf of CARB/CALSTART's CORE program for equipment operators to test out zero emission lawn and garden equipment and learn about available incentives.
- **CARB's Solicitation for Advanced Technology Demonstration and Pilot Projects:** On May 31, 2023, staff attended CARB's public meeting to discuss solicitation for advanced technology demonstration and pilot projects and the solicitation is expected to open in June and close in September.

- **Water Emergency Transit Authority (WETA) Gemini Ferry Launch event:** On May 23, 2023, staff attended the WETA Gemini Ferry Launch event at the Oakland Ferry Terminal.
- **Port of Oakland 2020 and Beyond Working Group Meeting:** On June 6, 2023, staff attended the working group meeting hosted by Port of Oakland to discuss the revised harbor craft emissions inventory and the use of diesel particulate filter to reduce diesel emission from harbor craft.
- **CALSTART Zero-Emission Drayage Coordination Group Meeting:** On June 14, 2023, staff participated in CALSTAT’s workgroup meeting on creating a path to zero-emission drayage adoption for California.
- **Zero-Emission Ferries US Conference:** On June 21, 2023, staff presented funding opportunities for zero-emission ferries and infrastructure with participating agencies and stakeholders including CARB, US EPA, FHWA, Caltrans, owners/operators, consultants, and technology providers from U.S. and other parts of the world.

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

Topic	Event Type	SID Role	Date
Path to Clean Air Steering Committee Meeting	Public Meeting - Oakland	Attended	5/15/23
CARB/Air District FARMER Demonstration Project discussion	Meeting	Hosted	5/23/23

Other external meetings and events:

Hosted by	Topic	Event Type	SID Role	Date
PG&E	Coordination meeting on electric school bus projects	Meeting	Attended	4/4/23
MTC	Active Transportation Working Group	Meeting	Attended	4/20/23 5/25/23
CARB/ CALSTAR T	Implementation Work Group Meeting: Fiscal Year 2022-23 Clean Off-Road Equipment Voucher Incentive Project	Webinar	Attended	4/27/23
CA Hydrogen Business Council	Hydrogen Ferry project and VW ZEFM Marine Incentive Program	Meeting	Attended/ Presented	4/28/23
CARB	Clean Truck and Bus Voucher Incentive Project (HVIP)	Pre-Solicitation Webinar	Attended	5/30/23
CARB	Advanced Technology Demonstration and Pilot Projects	Webinar	Attended	5/31/23
CARB	Off-Road New Diesel Engine Tier 5 Rulemaking	Webinar	Attended	6/27/23
CARB	VW Program Administrators Monthly Meeting	Meeting	Attended	6/27/23

METEOROLOGY & MEASUREMENT DIVISION
R. CHIANG, DIRECTOR

Air Quality Forecasting

	# of Days	Dates
Spare the Air alerts called for ozone	1	4/27/2023
Spare the Air Alerts called for PM _{2.5}	0	
Exceedances of the national 8-hour ozone standard (70 ppb)	0	
Exceedances of the national 24-hour PM _{2.5} standard (35 µg/m ³)	0	

During the second quarter of 2023, multiple weak storm systems moved through the Bay Area, generating above normal rainfall and strong winds, keeping air quality for ozone and PM_{2.5} generally in the Good range of the AQI scale. One Spare the Air alert was declared on April 27, 2023, however, a stronger than expected sea breeze kept ozone levels lower than forecasted. No exceedances were observed during the second quarter.

Laboratory

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

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

- Returned to a more frequent onsite schedule at the end of the public health emergency and at the same time as the Air District’s “Back to Beale” implementation
- Updated sampling forms associated with fixed site Air Monitoring programs and performed CoC training with the Quality Assurance Officer
- Performed virtual introductions to the laboratory for new employees and interns
- Provided guidance and input to Engineering regarding laboratory test methods and reports associated with permits.
- Provided guidance and input to Compliance and Enforcement regarding laboratory test methods and reports associated with compliance and enforcement actions
- Completed the OCEC analysis backlog
- Performed seven ammonia analyses for the Source Test section
- Performed VOC analyses on six ink and solvent samples submitted by Compliance and Enforcement which involved a supplemental analysis that had not been requested in more than ten years
- Rebuilt the method associated with the supplemental analysis in the above bullet on a new instrument and cross-trained on its analysis and calculations.

Regulatory Air Monitoring

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

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

Berkeley - Aquatic Park - Berkeley is down due to vandalism followed by power fluctuations caused by a loose neutral wire from PG&E. PG&E delayed repairs due to a planned relocation of a power pedestal for a new bike lane. PG&E will complete the necessary repairs once the relocation of the pedestal is completed.

Air Monitoring in Communities Near Refineries – The new community air monitoring station in Benicia has been clean and prepared. It is ready for instrument deployment. Purchase of a MiTAP P320 micro gas chromatography (microGC) analyzer for continuous and near real-time measurement is approved.

Community Monitoring

Intensive cross-training began on critical mobile platform custom tools. Staff participated in an all-day East Oakland-specific racial equity training, designed and facilitated by Air Monitoring Special Projects team members. Critical testing to characterize mobile lab data quality was completed and results are being summarized in a final report. In association with the Ambient Air Quality Analysis Section, prepared the public data set and associated technical documentation for the Air District project outlined in the Path to Clean Air Community Air Monitoring Plan (including Richmond, North Richmond, and San Pablo). Planning and acquisition of assets for a portable monitoring platform continued. Logistics and coordination for moving into the new Oakland office and workshop location began.

Performance Evaluation

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (26 monitoring stations, 69 parameters).

- o Calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers). The PE Section, working with the C&E Division, developed a schedule so that six (6) TVAs are calibrated by our section each month.
- o CARB, due to staffing shortages, will no longer certify our auditing standards, only the 2nd level ozone photometer. The PE Section is investigating other options, including certifying standards in-house, and using the standard's manufacturer for certification. This change will require more time and staff hours as well as having a financial impact on Program 807's operating budget.
- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H₂S) and sulfur dioxide (SO₂) gas-analyzers were conducted at Phillips 66, Shell, and Chevron Refineries. All gas-analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- o Investigating NO_y instrument auditing at the Livermore - Portola Site.
- o In coordination with the Air Monitoring Projects and Technology and Air Monitoring Operations Sections, completed new audit level calculations and placed a gas order with new gas concentrations to be able to institute the lower audit levels for future performance evaluations. The new lower levels incorporate the criteria specified in 40 CFR Part 58 Appendix A §3.1.2.1.

- o Regular duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.
- o Received its long-awaited Picarro G2401 CO, (CO₂, CH₄, and H₂O) Analyzer. The Picarro is essential for producing accurate gas analyzer audits throughout the network.
- o Performed mobile surveillance at Phillips 66 on the evening of April 11, after office hours at the request of the C&E Division. The refinery was flaring. Some SO₂ was detected, but not as violation levels. No H₂S was detected.
- o Preparing for meteorology sensor audits in the months ahead. Our auditing standards are being prepared for re-certification.
- o Performed semi-annual ozone transfer standard verifications on all Level 3 field ozone photometers.

Ambient Air Quality Analysis

Monitor Network Planning and Data Analysis

- Continue to coordinate with NACAA Monitoring Steering Committee and U.S. EPA on planning air monitoring program improvements and emerging air toxics issues.
- Attended the U.S. EPA National Air Toxics Conference (April 18, 2023 – April 20, 2023) in Chicago to coordinate with U.S. EPA headquarters offices and learn more about air toxics risk communication, advances in ethylene oxide air monitoring, near-road environment air monitoring insights, and other examples of near-source, fenceline, and community-focused air monitoring projects.
- Refinery monitoring programs
 - o [Refinery fenceline air monitoring plans for H₂S \(Rule 12-15\)](#): Worked with Source Test Section, Compliance and Enforcement and Legal to organize public comment period for H₂S fenceline air monitoring plans and QAPPs closed (April 20, 2023) and District staff reviewed refinery documents and public comment in preparation to be completed before the July deadline for review.
- Coordinated with Compliance and Enforcement Division and Communications Office to develop opportunities and improvements related to incident response.
- Continued working with DTSC on their public release of technical information related to the Schnitzer Steel facility in West Oakland.
- Assisted with ambient air monitoring data quality assurance including support for the annual data certification requirements and the compilation and data review and validation of multiwavelength black carbon and PM_{2.5} speciation data.
- Posted the 2023 air monitoring annual network plan (ANP) to the Air District website for a 30-day comment period, responded to comments received, and submitted the final air monitoring ANP to US EPA (June 29, 2023).
- Reviewed AQI data included in the most recent ALA State of the Air 2023 report for accuracy.

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

Implementation of the Community Air Monitoring Plan (CAMP)

- Coordinated ongoing work with the Air Monitoring Projects and Technology Section to document the PTCA CAMP air toxics monitoring study design, monitoring methods, analysis findings, and datasets for public release.

Support the Community Emissions Reduction Plan (CERP) Development

- Documented monitoring information, analyses, and insights for CERP chapters, including material for an air quality overview and to support categories of key air quality issues and strategies.
- Worked with Community Steering Committee members to draft CERP strategies improving air and emissions monitoring and data accessibility for the Fuel Refining and Cross Cutting-Monitoring and Underreported Dangers Ad Hoc writing teams.

AB 617: East Oakland CERP Development

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

AB 617: Eastern SF / Bayview-Hunters Point CERP Development

- Met with BVHP CERP Community Steering Committee Co-leads to learn about their air toxics inventory work and to answer technical questions about air monitoring.

Technical Support to Bay Area Communities and Stakeholders

- Eastern SF / Bayview-Hunters Point
 - Participated in the BVHP EJ Task Force Meetings (April 19, 2023, May 24, 2023, June 21, 2023)
 - Facilitated Bay Air Center support for Greenaction sensor network including data processing and review for development of a quarterly data summary template.
 - Ongoing coordination with U.S. EPA on air monitoring oversight at the Shipyard Superfund site to provide comments on the format of providing monitoring data to the public with context
- East Oakland
 - Received Board approval for the acceptance of a grant agreement from EPA for a community air monitoring project in East Oakland.
- West Oakland
 - Provided technical support to West Oakland Environmental indicators project and their contractors on the air monitoring approaches for two air monitoring projects:
 - A Supplemental Environmental Project funded air monitoring study to assess the impacts of road dust to total fine PM levels and the impacts of street sweeping,
 - A proposal for an EPA IRA EJ Community Problem Solving Grant to fund long-term black carbon monitoring in the focus areas identified in the AB 617 CERP.
- Support for Communities seeking funding for air monitoring and data projects
 - Drafted and coordinated letters of support for EPA EJCPS grants for the following community organizations
 - Bayview Hunters Point Advocates
 - Climate Resilient Communities
 - New Voices are Rising
 - WOEIP
 - Drafted and coordinated letters of support for CARB Community Air Grants for the following community organizations

- RISE South City
- Brightline Defense
- Vallejo Community Air Monitoring Network
- New Voices are Rising
- Healing Impacted Communities (Rodeo / Bayo Vista)
- Sequoia Foundation
- ACTERRA (Eastern San Jose)
- Institute for Local Government
- Bay Air Center
 - Executed no-cost extension of Bay Air Center contract documents, including revised task orders for FYE 2024 implementation.
 - Launched the Bay Air Center website at bayaircenter.org
 - Provided grant application support to RISE South City and Vallejo CAMN on CARB Community Air Grant proposals.
 - Conducted a training workshop with LUNA and promotoras on air quality foundations, air monitoring, and actions (May 9, 2023).
 - Began coordinating with the Bay Area Community Air Quality Collaborative on using the sensor verification system for a collocation deployment in East Oakland.
 - Compiled and conducted initial quality assurance data review for a dataset of all publicly available outdoor PurpleAir-II sensors in the Bay area from 2018 through 2022. Air District staff continue to work to verify the dataset and assess the calibration factors to determine its use alongside Air District monitoring data in regional and local scale air quality assessments.

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

- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for five (5) new and revised Asbestos Dust Monitoring Plans. Provided feedback on the NOA FAQs for air monitoring.
- Prepared agency talking points on prescribed fire and the PM NAAQS revision related to CAPCOA position statements.
- Contributed air monitoring and data related talking points for Vice Chair Hurt for the Sustainable Silicon Valley Air Quality & Sustainable Mobility Workshop 2023: Sustainability and Mobility (May 23, 2023).
- Support for the Communications Office for information or interviews about air monitoring and air sensors.
 - Media request from KDEQ on air monitoring gaps in San Leandro
 - Verification of worst AQI in CA from the Bay Area News Group during the East Coast wildfire smoke episodes.
 - Provided background information on wildfires for NYC NPR interview with the Executive Officer.
- Contributed air quality trends and air sensor information for Board Presentation on Wildfire Season Preview and Programs
- Provided SF Department of Public Health with relevant links and resources to download ozone data from Air District monitoring stations.

- Participating in the agency Fugitive Dust Internal Workgroup to provide advice on air impacts and compliance monitoring to improve characterization of fugitive dust emissions and community impacts and improve enforceability of revised rules and permit conditions (June 14, 2023).
- Contributed Air District air monitoring projects and upcoming priorities for a meeting between Air District technical staff and University of California, Berkeley researchers (June 28, 2023).

Source Test

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB 617, Regulation 11-18 and emission inventory improvement.
- Worked with Ambient Air Quality Analysis Section, Compliance & Enforcement, Legal on oversight of the Regulation 12-15 fence line monitoring programs and implementation of hydrogen sulfide monitoring requirements.
- Continued refinery CEMS and Source Test facilities compliance audits in partnership with the Compliance and Enforcement Division.
- Worked with Engineering on emergency backup engine testing requirements.
- Partnered with Compliance and Enforcement Division on priority investigations.
- Worked with Legal regarding ongoing settlement agreements and actions.
- Participated in Rule 8-8, 9-4 and 9-6 workgroups.
- Began assessment of Rule 11-10 cooling tower water sampling and reporting issues.
- Continued to work towards finalizing South Bay Odor Attribution Study reports.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting and discussed potential source test workshop for the wastewater treatment sector.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Continued development of source test prioritization system and review of current practices.
- Source tests conducted:
 - Conducted FTIR field trial and continued expansion of analysis software reference library.
 - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
 - Performance of source tests to determine emissions of particulate matter.
 - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
 - Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
 - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
- Technical advising to Air District Divisions:
 - Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
 - Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.

- Advice to the Rules Section on upcoming rule development efforts.
- Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

Recruitment News

New Hires and Promotions

- Ida Hui, Systems Analyst

**EXTERNAL AFFAIRS
L. FASANO, OFFICER**

Air District General

April 2023

- Staff finalized the sponsorship agreement contract for The Climate Center Policy Summit for \$5000.00. Members of the Air District’s Climate Team attended on Tuesday, April 11, 2023.
- Staff worked on a draft Air District sponsorship policy to identify the parameters around whom the Air District will sponsor, outlining the benefits of sponsorship and how to process sponsorship requests. Draft policy will be submitted to the Information Services Director and the acting Chief Administration Officer.
- Staff updated the External Affairs municipal parking requirements spreadsheet to include county municipal code requirements.
- External Affairs worked with AgreeYa and Human Resources to update and finalize the development of the General Workweek Arrangement application, which was sent to the Air District staff, as part of the transition to a new hybrid work environment at the Air District.

May 2023

- The sponsorship agreement for the Air & Waste Management Association 116th Annual Conference and Exhibition annual conference was finalized and executed. The conference took place in Orlando, Florida from June 5, 2023, to June 8, 2023.
- On May 16, 2023, staff met with MTC Commuter Benefits Program team to discuss parking cash out. External Affairs shared the informational white paper on parking cash out delivered to Dr. Fine in March 2023, and discussed the interest in parking cash out from an MTC board member, and the work being done in MTC’s planning division regarding parking cash out.
- Staff drafted a response to Assemblymember Alex Lee’s letter to the Air District on parking cash-out implementation. The letter was reviewed by External Affairs and the Air District’s Legislative Officer.

June 2023

- Staff reviewed all biweekly reports and began to develop a consistent and useful framework for how these reports are developed and information shared internally and with the Board of Directors.
- Staff drafted sponsorship agreement for the Greenbelt Alliance: Hidden Heroes of the Greenbelt Event. The total cost of the sponsorship was \$2,500.00.

- Staff reviewed biweekly reports and developed a proposed template and instructions. The document was shared with Interim Chief Operating Officer, Sharon Landers, who provided feedback on additional definitions for topic areas. Staff are incorporating Ms. Landers' comments and will forward them to her once review is complete.

Commuter Benefits Program

April 2023

- Coordinated with MTC staff to prepare a Q&A for the Commuter Benefits Program contract team presentation, that will be made to the Committee at their April 14, 2023, meeting.
- Coordinated with MTC on the timing of a letter sent out to employers who started the Commuter Benefits Program registration program but failed to complete it. MTC and the Air District worked together on a project to update the contact information for employers who started, but never finished their registration several years ago. A letter was mailed to these employers by MTC. Thirty days after the letter is received, the Air District will begin enforcement procedures for employers on this list who still have not completed their registration with the Commuter Benefits Program.
- Developed timeline for enforcement action on non-registered employers since 2014.
- Created updated compliance advisory information for employers about enforcement action for non-compliance.

May 2023

- Staff attended the first functionality demonstration of the new Commuter Benefit Program database portal on May 11, 2023.
- The External Affairs Office met with MTC's Commuter Benefits Program team on May 11, 2023, to discuss the results of the 2014 non-registered employer mail out, the timeline for enforcement follow-up with these employers, the timing of the new database system implementation, and funding to be made available to the Air District for Commuter Benefits Program enforcement and Flex Your Commute messaging campaign. The new funding is expected in the fall and will be used to increase our messaging reach for Flex Your Commute.
- Staff attended the second functionality demonstration of the new Commuter Benefits Program database portal on May 18, 2023. Staff continue to work with MTC as they transition the Commuter Benefits Program database to the new Salesforce format. The new format will provide the Air District with greater access to be able to develop reports helpful to keep staff and our Board updated on the process of the Commuter Benefits Program. The product addresses many of the inefficiencies the current software causes. The user experience for employers will be more straightforward as they will be able to make changes to their compliance information directly in the user portal. MTC contractor staff will not need to manually input changes to employers' information as a result. Referrals for enforcement will be easier, MTC contractor staff will be able to select a check box for "non-compliant employer" and this employer's profile will automatically drop into a queue for Air District enforcement staff.

June 2023

Staff met with MTC regarding the following:

- Commuter Benefits Program Kickoff meeting with new contractors (July 13, 2023), plan for regularly occurring future meetings.
- Slalom/Salesforce Database project, dates for database QA/QC by team (1st week of August).
- 2014 List Employer Mailout: returns for removal from data system provided to contractor.
- New Dunn & Bradstreet employer data purchase.
- Discussion about changes to Options 2 & 5 based on feedback.
 - Air District reviewed and provided updated text by July 20, 2023.
- Program Funding Update: Contract using new federal funds began on July 1, 2023. Document explaining requirements for this federal funding were sent to the External Affairs Officer who reviewed and discussed with the Technology Implementation Office staff for guidance.
- Air District enforcement update: list of corrected addresses from 2014 list for enforcement follow up.
- Flex Your Commute web design in process will launch date for program when we have completion date for website, new URL, gathering photos of Bay Area transit from Bay Area County Transportation Agencies (BACTA), will share campaign with MTC before its launched.

Staff drafted a white paper on potentially expanding the requirements of Regulation 14-1. The document is under review by the External Affairs Officer and will be shared with Sharon Landers to discuss next steps. Discussion continues internally about enhancements the Air District would make to increase overall registrations for the program, compliance and enforcement, and commute partnerships.

Flex Your Commute

April 2023

- The External Affairs team worked with the Web Team in developing the *Flex Your Commute* webpages and securing a branded URL to use in advertising that directs visitors to Flex Your Commute information and resources.

May 2023

- Staff continue to work on the updated *Flex Your Commute* website that will be finalized prior to the campaign launch.

June 2023

- Staff met with the Web Team to review updates to the *Flex Your Commute* webpages and confirm we have purchased the relevant URL's prior to relaunching the messaging campaign.
- Staff also met with the contractor to provide updates on the *Flex Your Commute* webpages. Developing communications strategy for action once the website is completed and approved. Images for ad campaign are in the process of being received from Regional Transit Agencies.

Sponsorships

- The Climate Center's California Policy Summit
- Air & Waste Management Association 116th Annual Conference
- Greenbelt Alliance – Hidden Heroes of Greenbelt

STATISTICS

<u>Administrative Services:</u>		<u>Human Resources:</u>	
Accounting/Purchasing/Comm.		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1414	Management Projects (Hrs.)	400
Purchase Orders Issued	738	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	5130	Training Sessions Conducted (Group)	0
Contracts Completed	132	Training Sessions Conducted (Individual)	10
RFP/RFQ	9	Applications Processed	581
		Exams Conducted	14
<u>Executive Office:</u>		New Hires	12
APCO’S Meetings Attended	287	Promotions	7
Board Meetings Held (including Budget Hearing and CAF)	8	Separations	7
Committee Meetings Held	14	Payroll Administration (hrs)	900
Advisory Council/Community Advisory Council Meetings Held	2	Safety/Wellness Administration	150
Hearing Board Meetings Held	0	Inquiries	4000
New Variances/Appeals Received	2		
		<u>Communications and Public Information:</u>	
<u>Information Systems:</u>		Responses to Media Inquires	34
New Installation Completed	21	Events Staffed with Air District Booth	26
PC Upgrades Completed	13		
Service Calls Completed	640	<u>Community Engagement:</u>	
		Presentations Made	3
<u>Facility/Vehicle:</u>		Visitors	0
Request for Facility Service	84	Air District Tours	0
Vehicle Request(s)	51	Community Meetings Attended	11
Vehicle Maintenance/Service/Repair(s)	46		

STATISTICS (cont'd)			
<u>Compliance Assurance Program:</u>		<u>Compliance and Enforcement Division:</u>	
Industrial Inspections Conducted	1074	<u>Enforcement Program</u>	
Gas Station Inspection Conducted	262	Violations Resulting in Notices of Violations	202
Open Burning Inspections Conducted	4	Violations Resulting in Notice to Comply	33
PERP Inspections Requested	63	New Hearing Board Cases Reviewed	3
PERP Inspections Conducted	0	Reportable Compliance Activity Investigated	138
BUGs Inspections Conducted	0	General Complaints Investigated	459
Mobile Source Inspections	0	Wood Smoke Complaints Received	81
Grant Inspections Conducted	39	Mobile Source Violations	0
SF Restaurant Complaints	7		
		<u>Compliance Assistance and Operations Program:</u>	
		Asbestos Jobs Received	1512
<u>Engineering Division:</u>		NOA Plans Received	9
Annual Update Packages Completed	964	NOA Plans Approved	4
New Applications Received	267	NOA Inspections Conducted	159
Authorities to Construct Issued	139	Coating and other Petitions Evaluated	5
Permits to Operate Issued (New and Modified)	113	Open Burn Notifications Received	395
Permit Exemptions (Entire application deemed exempt)	3	Prescribed Burn Plans Evaluated	20
New Facilities Added	95	Tank/Soil Removal Notifications Received	34
Registrations (New)	8	Compliance Assistance Inquiries Received	5
Health Risk Assessments (HRA)	88	Green Business Reviews	2
		Refinery Flare Notification	13
<u>Meteorology Measurements & Rules:</u>			
<u>Laboratory</u>		<u>Ground Level Monitoring (GLM)</u>	
Analyses Performed	1348	Apr. – Jun. Ground Level Monitoring SO ₂ Excess Reports	0
Inter-Laboratory Analyses	0	Apr. – Jun. Ground Level Monitoring H ₂ S Excess Reports	0

STATISTICS (cont'd)			
<u>Continuous Emissions Monitoring (CEM)</u>		<u>Meteorology Measurements & Rules:</u>	
Indicated Excess Emission Reports Evaluated	65	2nd Quarter 2023 Ambient Air Monitoring	
Monthly CEM Reports Reviewed	100	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	0
Indicated Excesses from CEM	39	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Field Accuracy Tests Performed	5	Days Exceeding State 24-Hour PM ₁₀ Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	0
<u>Source Test</u>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	0
Total Source Tests	25		
Pending Source Tests	0	Particulate Totals, Year to Date 2023	
Further Evaluation Notices Recommended	8	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	0
Contractor Source Tests Reviewed	4733	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Outside Test Observed	9	Days Exceeding State 24-Hour PM ₁₀ Std.	0
Further Evaluation Notices Recommended After Review	30		
Contractor Source Test Protocols Reviewed	43	Ozone Totals, Year to Date 2023	
Contractor Source Tests invalidated	84	Days Exceeding State 1-Hour Ozone Std.	0
		Days Exceeding Nat'l 8-Hour Ozone Std.	0
2nd Quarter 2023 Agricultural Burn Days		Days Exceeding State 8-Hour Ozone Std.	0
Apr. - Jun. Permissive Burn Days-North	84		
Apr. - Jun. No-Burn Days-North	7		
Apr. - Jun. Permissive Burn Days-South	84		
Apr. - Jun. No-Burn Days-South	7		
Apr. - Jun. Permissive Burn Days-Coastal	85		
Apr. - Jun. No-Burn Days-Coastal	6		

**These facilities have received one or more Notices of Violations
Report period: April 1, 2023 – June 30, 2023**

Alameda County				
Status Date	Site #	Site Name	City	Regulation Title
4/18/2023	A0059	University of California, Berkeley	Berkeley	Non-Compliance; Major Facility Review
6/27/2023	FC000	SFD	Berkeley	Asbestos; Wetting Method
6/27/2023	FC000	SFD	Berkeley	Asbestos; Containment Requirement
5/16/2023	FB883	MFD	Emeryville	Asbestos; Written Plan or Notification
4/3/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/3/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/3/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/10/2023	E2881	Tesla, Inc	Fremont	Failure to Meet Permit Conditions
4/14/2023	A8391	Western Digital Technologies	Fremont	Failure to Meet Permit Conditions
4/26/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/26/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/2/2023	FB920	Meta Platforms Inc	Fremont	No Authority to Construct
5/2/2023	FB920	Meta Platforms Inc	Fremont	No Permit to Operate
5/23/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/12/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/23/2023	X8056	CA Dept of Transportation	Fremont	Failure to Meet Permit Conditions
5/9/2023	FB852	MFD	Hayward	Asbestos; Written Plan or Notification
5/8/2023	A9452	Healthy Coffee Lifestyles Inc	Livermore	No Permit to Operate
5/11/2023	A2066	Waste Management of Alameda County	Livermore	Landfill Surface Requirements
5/11/2023	A2066	Waste Management of Alameda County	Livermore	California Code of Regulations
5/18/2023	E0432	Ameresco Vasco Road LLC	Livermore	Non-Compliance; Major Facility Review
4/3/2023	FB757	MFD	Oakland	Asbestos; Written Plan or Notification
4/10/2023	A0208	Schnitzer Steel Products Company	Oakland	Failure to Meet Permit Conditions
4/10/2023	FB825	NG Grewal Inc.	Oakland	GDF Phase I Requirements
4/10/2023	FB825	NG Grewal Inc.	Oakland	GDF Phase II Equipment Not Maintained
5/11/2023	A0591	East Bay Municipal Utility District	Oakland	Non-Compliance; Major Facility Review
5/23/2023	FB929	Baldwin Pacific Properties LLC	Oakland	No Authority to Construct
5/23/2023	FB929	Baldwin Pacific Properties LLC	Oakland	No Permit to Operate
6/1/2023	B2691	Berkeley Millwork & Furniture Co	Oakland	Failure to Meet Permit Conditions
6/21/2023	A4557	EBMUD Upper San Leandro WTP	Oakland	No Permit to Operate
5/2/2023	A1371	Dublin San Ramon Services District - Wastewa	Pleasanton	Failure to Meet Permit Conditions
Contra Costa County				
Status Date	Site #	Site Name	City	Regulation Title
4/20/2023	B9730	Mariposa Energy, LLC	Byron	Non-Compliance; Major Facility Review
4/20/2023	A8930	California Department of Water Resources	Byron	No Permit to Operate
4/20/2023	A8930	California Department of Water Resources	Byron	Failure to Meet Permit Conditions
6/6/2023	A4556	East Bay Municipal Utility District	El Sobrante	No Permit to Operate
4/24/2023	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	GDF Phase I Requirements
4/25/2023	A0011	Martinez Refining Company LLC	Martinez	Standards for New Stationary Sources
5/16/2023	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Parametric Monitoring and Recordkeeping Procedures
5/25/2023	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
6/1/2023	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Failure to Meet Permit Conditions
6/1/2023	FB932	Phanindra Yarlagadda	Martinez	GDF Phase II Requirements
5/11/2023	FB859	Smart Stop	Pinole	GDF Phase I Equipment Not Maintained
4/6/2023	A9902	Recycling Center And Transfer Station	Pittsburg	Emergency Standby and Low Usage Engines, Monitoring & Recordkeeping
4/10/2023	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
4/10/2023	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
4/10/2023	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
5/2/2023	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review
5/15/2023	B7667	Ameresco Keller Canyon LLC	Pittsburg	Landfill Emission Control System Requirement
5/30/2023	B1866	Los Medanos Energy Center	Pittsburg	Parametric Monitoring and Recordkeeping Procedures
5/18/2023	FB894	Valero Service Station	Pleasant Hill	GDF Phase I Equipment Not Maintained
5/18/2023	FB894	Valero Service Station	Pleasant Hill	GDF Phase II Equipment Not Maintained
4/24/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
4/24/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
4/24/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
4/27/2023	A2482	City of Richmond Wastewater Treatment Plan	Richmond	Public Nuisance
4/27/2023	A2482	City of Richmond Wastewater Treatment Plan	Richmond	Public Nuisance
5/15/2023	A0706	Gold Bond Building Products, LLC	Richmond	Public Nuisance
5/22/2023	A0023	Chemtrade West US LLC	Richmond	Non-Compliance; Major Facility Review

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

Contra Costa County (Continued)				
Status Date	Site #	Site Name	City	Regulation Title
5/22/2023	A0023	Chemtrade West US LLC	Richmond	Non-Compliance; Major Facility Review
5/25/2023	A0010	Chevron Products Company	Richmond	Organic Compounds Equipment Leaks General
5/25/2023	A0010	Chevron Products Company	Richmond	Open -Ended Line or Valve
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
5/31/2023	A0010	Chevron Products Company	Richmond	Excessive Visible Emissions
6/1/2023	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Landfill Gas Collection & Emission Control System Requirements
6/2/2023	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
6/15/2023	FB981	EcoTerra	Richmond	No Authority to Construct
6/15/2023	FB981	EcoTerra	Richmond	No Permit to Operate
4/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Public Nuisance
4/13/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Excessive Visible Emissions
4/18/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	California Code of Regulations
4/18/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	California Code of Regulations
5/22/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/22/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Continuous Emission Monitoring and Recordkeeping
5/31/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
6/6/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
6/21/2023	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review

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

Marin County					
Status Date	Site #	Site Name	City	Regulation Title	
5/1/2023	FB839	SFD	Mill Valley	Asbestos; Written Plan or Notification	
6/6/2023	A1179	Redwood Landfill Inc	Novato	Failure to Meet Permit Conditions	
5/26/2023	FB919	SFD	San Anselmo	Asbestos; Containment Requirement	
Napa County					
Status Date	Site #	Site Name	City	Regulation Title	
5/15/2023	FB882	COM	Napa	Asbestos; Schedule Changes and Updates	
San Francisco County					
Status Date	Site #	Site Name	City	Regulation Title	
4/13/2023	FB779	EnviroPac LLC	San Francisco	No Authority to Construct	
4/13/2023	FB779	EnviroPac LLC	San Francisco	No Permit to Operate	
4/18/2023	E4640	PRIII/Wood Potrero Hill, LLC	San Francisco	Failure to Meet Permit Conditions	
4/21/2023	Z4868	UNOCAL #1063	San Francisco	GDF Phase I Equipment Not Maintained	
4/21/2023	Z9295	Salkhi Petroleum Inc	San Francisco	GDF Phase I Equipment Not Maintained	
5/3/2023	A1700	California Pacific Med Ctr, Pacific Campus	San Francisco	Inorganic Gaseous Pollutants Final Emission Limits	
5/9/2023	FB922	City Sewer Rehabilitation work	San Francisco	No Authority to Construct	
5/9/2023	FB922	City Sewer Rehabilitation work	San Francisco	No Permit to Operate	
5/24/2023	FB905	Port of San Francisco	San Francisco	No Authority to Construct	
5/24/2023	FB905	Port of San Francisco	San Francisco	No Permit to Operate	
San Mateo County					
Status Date	Site #	Site Name	City	Regulation Title	
5/4/2023	A1364	Cypress Amloc Land Co, Inc	Colma	Landfill Emission Control System Requirement	
4/10/2023	FB823	Daly City Fast Fill Market	Daly City	GDF Phase I Equipment Not Maintained	
4/12/2023	B9183	Ritz Carlton Resort	Half Moon Bay	Periodic Testing	
4/12/2023	B9183	Ritz Carlton Resort	Half Moon Bay	Periodic Testing	
4/12/2023	B9183	Ritz Carlton Resort	Half Moon Bay	No Authority to Construct	
4/12/2023	B9183	Ritz Carlton Resort	Half Moon Bay	No Permit to Operate	
5/11/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Landfill Emission Control System Requirement	
5/11/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Landfill Surface Requirements	
5/23/2023	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	GDF Phase II Requirements	
5/3/2023	FB841	City of Palo Alto (Fire Station #4)	Palo Alto	Failure to Meet Permit Conditions	
6/7/2023	E0271	Atlantic Richfield Company c/o Antea Group	San Bruno	Failure to Meet Permit Conditions	
6/7/2023	E2429	Antea Group	San Bruno	Failure to Meet Permit Conditions	
4/6/2023	A1945	Wedemeyer Bakery	South San Francisco	Inorganic Gaseous Pollutants Final Emission Limits	
5/16/2023	Z9472	Unocal #1020 Grand Martco Inc.	South San Francisco	GDF Phase I Equipment Not Maintained	
Santa Clara County					
Status Date	Site #	Site Name	City	Regulation Title	
4/18/2023	A5962	Measurement Specialties, Inc	Milpitas	Solvent Sink Requirements	
4/18/2023	A5962	Measurement Specialties, Inc	Milpitas	Solvent Sink Requirements	
4/26/2023	A8765	Greif Packaging LLC	Morgan Hill	No Authority to Construct	
4/26/2023	A8765	Greif Packaging LLC	Morgan Hill	No Permit to Operate	
5/30/2023	FB935	SFD	Morgan Hill	Asbestos; Written Plan or Notification	
6/9/2023	FB985	Chevron Inc #2060	Morgan Hill	GDF Operating Practices	
4/11/2023	FB828	Moffett Valero	Mountain View	Failure to Meet Permit Conditions	
4/11/2023	FB828	Moffett Valero	Mountain View	GDF Phase II Equipment Not Maintained	
5/3/2023	B4932	City of Palo Alto - Fire Station #1, Unit #3756	Palo Alto	Failure to Meet Permit Conditions	
5/3/2023	B4933	City of Palo Alto	Palo Alto	Failure to Meet Permit Conditions	
4/11/2023	FB826	Auto Pride Car Wash	San Jose	GDF Phase II Equipment Not Maintained	
4/11/2023	FB826	Auto Pride Car Wash	San Jose	GDF Phase I Requirements	
5/16/2023	B5918	Caltrans - South San Jose Maintenance Station	San Jose	Failure to Meet Permit Conditions	
5/16/2023	B5918	Caltrans - South San Jose Maintenance Station	San Jose	GDF Phase II Equipment Not Maintained	
5/17/2023	FB888	Meridian Ave Valero	San Jose	GDF Phase I Requirements	
5/17/2023	FB888	Meridian Ave Valero	San Jose	GDF Phase II Equipment Not Maintained	
5/24/2023	FB907	Flyers #418	San Jose	GDF Phase II Equipment Not Maintained	
5/25/2023	A6066	San Jose Evergreen Community College Dist	San Jose	Inorganic Gaseous Pollutants Final Emission Limits	
6/14/2023	A4020	SFPP, LP	San Jose	Organic Compounds Equipment Leaks General	
6/14/2023	A4020	SFPP, LP	San Jose	Organic Compounds Equipment Leaks General	
6/27/2023	FB748	DC Electronics	San Jose	No Authority to Construct	
6/27/2023	FB748	DC Electronics	San Jose	No Permit to Operate	
4/18/2023	FB995	SFD	San Martin	Open Burning; Prohibition of Fires	
5/10/2023	FB873	City of Sunnyvale - Corporation Yard	Sunnyvale	Failure to Meet Permit Conditions	

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

Solano County				
Status Date	Site #	Site Name	City	Regulation Title
4/5/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Equipment Leaks General
4/6/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Equipment Leaks General
4/17/2023	B2626	Valero Refining Company - California	Benicia	Secondary Seal Requirements
4/17/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
4/20/2023	A0901	Valero Benicia Asphalt Plant	Benicia	Organic Compounds Equipment Leaks General
4/20/2023	A0901	Valero Benicia Asphalt Plant	Benicia	Organic Compounds Equipment Leak Open-Ended Line/Valve
4/28/2023	A0901	Valero Benicia Asphalt Plant	Benicia	Organic Compounds Equipment Leak Open-Ended Line/Valve
5/1/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Repeat Release - Refinery Pressure Relief Devices
6/1/2023	A0901	Valero Benicia Asphalt Plant	Benicia	Non-Compliance; Major Facility Review
6/20/2023	B2626	Valero Refining Company - California	Benicia	Continuous Emission Monitoring and Recordkeeping
6/26/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
6/26/2023	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
6/26/2023	B2626	Valero Refining Company - California	Benicia	Emission Limitations for Sulfur Recovery Plants
4/18/2023	FB795	Suisun union 76	Suisun City	GDF Phase I Equipment Not Maintained
5/9/2023	FB853	Marine World Shell	Vallejo	GDF Phase I Equipment Not Maintained
5/9/2023	FB853	Marine World Shell	Vallejo	GDF Phase II Equipment Not Maintained
Sonoma County				
Status Date	Site #	Site Name	City	Regulation Title
4/18/2023	FB801	SFD	Petaluma	Asbestos; Written Plan or Notification
5/10/2023	FB872	SFD	Petaluma	Asbestos; Schedule Changes and Updates
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	Landfill Emission Control System Requirement
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	Solid Waste Disposal Wellhead Requirements
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	California Code of Regulations
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	Landfill Emission Control System Requirement
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	Landfill Surface Requirements
6/28/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	California Code of Regulations
4/14/2023	FB788	CND	Rohnert Park	Asbestos; Containment Requirement
4/17/2023	A1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	Non-Compliance; Major Facility Review
5/24/2023	FB927	Cleveland Avenue Gas	Santa Rosa	GDF Phase I Equipment Not Maintained

**Closed Notice of Violations with Penalties by County
April 1, 2023 – June 30, 2023**

Alameda

Site Name	Site #	City	Penalty	# of NOV's
ABE Petrol - Olympic Oil	Z4600	Hayward	\$250	1
Beliveau Engineering Contractors, Inc.	U6752	Oakland	\$300	1
Community First	Z4002	Newark	\$200	1
Engineer's Associate Inc.	FA045	Newark	\$1,200	4
ERI	FB756	Hayward	\$500	1
Lake Merritt Gasoline	\$45,078	Oakland	\$600	2
Liaoning Benefit Petroleum (US) Corporation	Z9773	Alameda	\$7,000	2
P.W. Stephens Environmental	FB498	Fremont	\$5,000	1
Pawnk, Garg and Som Gupta	FA976	Union City	\$2,400	1
Pious Petroleum LLC	Z8844	Oakland	\$500	1
RADC Enterprises Inc	Z8552	San Leandro	\$1,000	1
S E Combined Services of California	E0905	Oakland	\$3,000	1
Salkhi Family Holdings, Inc	Z8126	San Leandro	\$2,000	3
Salkhi Family Holdings, Inc	Z8990	San Leandro	\$2,500	5
Simply Gasoline	Z9357	Fremont	\$900	1

Tony Star Gas	Z6202	Oakland	\$1,800	3
Western Digital Technologies	A8391	Fremont	\$1,000	1

Total NOV's: 30

Contra Costa

Site Name	Site #	City	Penalty	# of NOV's
Bedrock Pinole Chevron #4014	FB537	Pinole	\$250	1
Circle "A" Foodmart GDF	FA637	Brentwood	\$1,000	1
Collins Brandon	FB490	Martinez	Passed Wood Smoke Exam	1
Concord Smog & Gas	V4831	Concord	\$250	2
G3 Minerals, Byron Plant	A1472	Byron	\$1,500	2
Galaxy HVAC	FB243	Pleasant Hill	\$6,000	2
John Muir Health - Concord Campus	FB916	Concord	\$9,000	3
Kirby Offshore Marine LLC	Z7321	Richmone	\$15,000	1
Kwik Serv	Z9630	Walnut Creek	\$500	1
Lennar Homes of California	Z6568	San Ramon	\$30,000	2
Mash Gas & Food Orinda	Z9174	Orinda	\$200	1
R&R Petroleum Inc.	FB716	Martinez	\$250	1
RADC Enterprise Inc	FA454	Orinda	\$1,500	1
Reeza Inc.	Z8887	San Ramon	\$900	3
Roberts John E	FB785	Lafayette	Passed Wood Smoke Exam	1
Russo's Marina Inc	Z8597	Bethel Island	\$750	1

Salkhi Petroleum	Z4042	El Cerrito	\$400	1
San Ramon Valley USD	Z4769	San Ramon	\$1,000	1
SFD	FA667	Moraga	\$1,450	3
TEXXOIL	W4423	Walnut Creek	\$300	1
Value Plumbing Co. Inc.	Y2493	Byron	\$3,000	1

Total NOV's: 31

Marin

Site Name	Site #	City	Penalty	# of NOV's
RADC Enterprise Inc	FA454	Novato	\$2,500	2

Total NOV's: 2

Napa

Site Name	Site #	City	Penalty	# of NOV's
Crystal Geyser Water Company	FA457	Calistoga	\$1,500	2
KAFV, Inc	Z7168	Napa	\$1,250	2

Total NOV's: 4

San Francisco

Site Name	Site #	City	Penalty	# of NOV's
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Dean Najdawi	Z4023	San Francisco	\$2,000	1
San Francisco South East Treatment Plant	A0568	San Francisco	\$1,250	1
Signal Restoration Services	FA475	San Francisco	\$400	1

Total NOV's: 3

San Mateo

Site Name	Site #	City	Penalty	# of NOV's
City and County of San Francisco	FB698	Millbrae	\$500	1
City of Millbrae - Dept. Utilities and Operations	FB948	Millbrae	\$500	1
Darck Pearl Investments LLC	FB274	Atherton	\$3,500	2
Double AA Corp.	Z8614	South San Francisco	\$3,500	1
Magic Auto Paint & body	FB923	Redwood City	\$300	1
Menzies Aviation Inc	A5852	Millbrae	\$1,000	2
Quality Builders	FA616	Foster City	\$500	1
Skyline Auto Service	Z8023	Daly City	\$1,000	1
The Towers Association	Z9494	San Mateo	\$1,500	2
Westborough Kwik Serv	Z8022	South San Francisco	\$300	1

Total NOV's: 13

Santa Clara

Site Name	Site #	City	Penalty	# of NOV's
Babbitt Bearing Co Inc	A4019	San Jose	\$1,000	1
Gate of Heaven Cemetery	FB724	Los Altos	\$1,000	2
Great Gas San Pablo Inc	FB367	Santa Clara	\$2,500	3
Hadad Enterprises, Inc.	Z8882	Sunnyvale	\$350	1
Linda Kalai	FB649	Sunnyvale	\$250	1
Northrop Grumman Systems Corporation	B0861	Sunnyvale	\$32,000	2
Streamline Circuits LLC dba Summit Interconnect SC	A2206	Santa Clara	\$5,000	1
Tesoro West Coast Company	FB658	San Jose	\$250	1
The Forum at Rancho San Antonio	FA189	Cupertino	\$1,000	1
Urban Catalyst	FB404	San Jose	\$500	1
Yua Hua Construction	FA948	San Jose	\$500	1
Total NOV's:				15

Solano

Site Name	Site #	City	Penalty	# of NOV's
Ali Moslehi	FB451	Vallejo	\$500	1
Costco Wholesale Corporation	FB582	Vallejo	\$1,500	1

R&M Rashidy Investment Co Grand Gas	FB440	Vallejo	\$200	1
William Kreysler & Assoc Inc	B2852	American Canyon	\$5,000	1

Total NOV's: 4

Sonoma

Site Name	Site #	City	Penalty	# of NOV's
Kruljac William B	FB487	Petaluma	\$100	1
Salkhi Petroleum Inc.	Z8547	Santa Rosa	\$1,100	3

Total NOV's: 41

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Notice of Proposed Amendments to Administrative Code – Comprehensive
Administrative Code Update

RECOMMENDED ACTION

The Board of Directors will receive notice that at its next meeting on November 15, 2023, the Board will consider a proposed comprehensive update and overhaul of the Administrative Code that will replace Division I and Division II of the current code, which contain the Air District's Operating Policies and Procedures and Fiscal Policies and Procedures, respectively, with a proposed new Administrative Code. The Board of Directors will also consider accompanying Implementation Policies and Board Rules of Procedure at that time.

BACKGROUND

The Air District's Administrative Code is outdated and in need of updating. Much of the current Code dates to the 1990s, and it does not align with current law. In addition, it is cumbersome and inefficient, difficult to use, and does not comport with current best-practice standards.

The Board of Directors discussed this situation at its retreat on March 1, 2023, and gave direction to staff to undertake a complete overhaul of the current Administrative Code. Staff have been working on this project since that time, in conjunction with an Ad Hoc Committee of the Board of Directors composed of Chair Bauters and Directors Barnacle, Jue and Melgar.

Staff initiated a Request for Proposals seeking a consultant to assist with the administrative code update project, and based on the proposals received selected Renne Public Law Group, a law firm in San Francisco specializing in all aspects of California public agency law. Renne Public Law Group put together a team of specialists in multiple relevant areas, led by partner Amy Ackerman, head of the firm's Government Practice Group. Ms. Ackerman and her team from Renne Public Law Group were joined by District Counsel Alexander Crockett, Interim Chief Operating Officer Sharon Landers, Acting Deputy Executive Officer for Administration (now Chief Technology Officer) John Chiladakis, and Director of External Affairs Lisa Fasano. These staff members, along with Ms. Ackerman and her colleagues from Renne Public Law Group, made up the staff team for this project.

The staff team realized at the outset that the project would need to be divided into two phases, for a number of reasons. **Phase One** is the current phase, and it will overhaul Division I and Division II of the current Administrative Code, which contain the Operating Policies & Procedures and Fiscal Policies & Procedures, respectively. The proposed new Administrative Code will replace these provisions. **Phase Two** of the project will address Division III of the current Administrative Code, which contains the Personnel Policies & Procedures. Division III is in need of an update for the same reasons as Divisions I and II, and the staff team has begun to look at the process for doing so. But that portion of the overall update project will be implemented next year, in Phase Two, in part because some of those policies and procedures will be subject to negotiation with the Employees Association (EA). It is important to provide sufficient time to engage cooperatively with the EA in developing revised personnel policies and procedures that comport with current best-practices standards. We anticipate that this process will result in improved personnel policies and procedures that will benefit all parties.

Focusing on Phase One of the project, the staff team met regularly with the Ad Hoc Committee to develop the proposed Administrative Code that will be considered by the Board of Directors. This included an early meeting to discuss the conceptual design of the project, and subsequent meetings as Ms. Ackerman and the rest of the staff team drafted the code and rule provisions and finalized the language of the documents. The Ad Hoc Committee and the staff team jointly recommended the resulting proposed new Administrative Code to the Finance & Administration Committee. That Committee discussed the new Code at its October 4, 2023, meeting and voted to recommend adoption to the Board of Directors.

DISCUSSION

As directed by the Ad Hoc Committee, Ms. Ackerman and the rest of the staff team have followed several guiding principles in developing the proposed new Administrative Code. The fundamental goals of the Ad Hoc Committee and the staff team have been to ensure that the Air District's Administrative Code is consistent with current law; that it promotes effective oversight of Air District functions by the Board of Directors; that it promotes transparency in all of the agency's programs and operations; that it incorporates current best practices for public agency management and administration; and that it streamlines the work of the Board of Directors so the Board can perform its functions in an efficient manner.

One of Ms. Ackerman's first recommendations consistent with these principles was to address the level of detail appropriate for the Administrative Code, as compared with implementation policies that specify procedures to govern specific agency program or functions. The current Administrative Code does not strike the right balance in this respect, with no provisions addressing some important areas, and overly detailed provisions governing the smallest minutiae in others. For example, the current Administrative Code has a provision specifying that agency memoranda should be dated. (*See* Div. I, § 12.1) Putting the date on a memorandum is certainly good practice. But it is not something that needs to be specified in the agency's Administrative Code.

Ms. Ackerman therefore suggested separating out much of the detail in the current Administrative Code into policy documents. The Administrative Code should set forth the rules and principles under which the Air District will govern itself, with the details of implementation left to the policies – similar to the relationship between an agency’s authorizing statutes and its implementing regulations. The Ad Hoc Committee approved of this approach and directed the staff team to go ahead with it.

Consistent with this approach, the proposed new Administrative Code provides for how the Board of Directors and related bodies (the Advisory Councils and Hearing Board) will conduct their business. To accompany the Code, staff are preparing a comprehensive suite of implementation policies, including:

- An Executive Leadership Continuity Policy
- A Records Management and Access Policy
- A Non-Discrimination Policy
- A Procurement Policy
- A Grants Policy
- A Sponsorship Policy
- A Meeting Compensation and Expense Reimbursement Policy.

Some of these have already been approved by the Board of Directors, and others will be drawn from existing provisions in the current Administrative Code that will be moved into a policy document. But in all cases, the staff team is using this opportunity to evaluate these policies and see if there are opportunities for improvement. Staff will present this suite of implementation policies to the Finance & Administration Committee at its November 1 meeting, and based on any recommendation from that Committee, will present the implementation policies as recommended for consideration by the Board of Directors on November 15, along with the proposed new Administrative Code.

Proposed New Administrative Code

Turning to the Administrative Code itself, the Ad Hoc Committee and the staff team developed a number of important updates based on the guiding principles that have driven this project as outlined above. Significantly, the proposed new Administrative Code incorporates the following changes:

Two-Officer Board Leadership Model: The revised Code moves from the current three-officer Board leadership model, with a Chairperson, Vice-Chairperson, and Secretary, to a two-officer model, with only a Chairperson and Vice-Chairperson. The Secretary position is not crucial for the Air District’s Board, since the Board employs the service of a professional Clerk of the Boards to run meetings, keep a record the proceedings, and oversee the Board’s related administrative affairs. This two-officer model is used by the Metropolitan Transportation Commission (MTC) and South Coast Air Quality Management District, and it has worked

successfully for those agencies.

Two-Year Officer Terms: The revised Code provides that the Chairperson and Vice-Chairperson will serve two-year terms, instead of the current one-year officer terms. Two-year terms allow for a greater focus on the Air District's business by each individual member who serves in the officer roles, which will provide for more effective oversight. This is also the approach MTC and the South Coast air district use for their two-officer model, and again it has worked successfully for those agencies.

Streamlined Board Committees: The revised Code consolidates the Board's standing committees into four main committees corresponding to the principal areas of the Board's work (plus the Nominating Committee, which is specialized committed that meets only to nominate candidates for officer positions). Specifically, the three committees that currently deal with grants, advocacy, and similar areas outside of the Air District's core stationary-source regulatory function – which are the Mobile Source & Climate Impacts Committee, the Legislative Committee, and the Technology Implementation Office Steering Committee – would be merged into a new, consolidated Policy, Grants & Technology Committee that would have jurisdiction over all of these related areas. With this consolidated committee, the Board's four main standing committees would be:

1. The **Stationary Source Committee**, with jurisdiction over the Air District's core regulatory function of regulating emissions from stationary source of air pollution;
2. The **Community, Equity Health & Justice Committee**, with jurisdiction over the Air District's equity-related work;
3. The new **Policy, Grants & Technology Committee**, which will address all the other areas besides stationary-source regulation in which the Air District seeks to encourage a lower-emissions, decarbonized Bay Area through advocacy and incentivizing clean air choices; and
4. The **Finance & Administration Committee**, which will handle all of the administrative matters regarding how the agency runs itself.

This consolidated committee structure will streamline the number of committees, which means fewer committees that Board members need to sit on; fewer meetings for Board members to attend; and fewer meetings that staff have to support – which will lead to overall efficiency improvements while still giving a space for all of the Air District's important work be heard in a committee.

Board and Committee Meeting Schedules: Per direction from the Finance and Administration Committee, the Code moves to a meeting schedule of one regular Board meeting a month, with the potential for a second meeting in months when it may be necessary, for example around budget time. Additional regular meetings would be specified in an annual Board and committee meeting schedule adopted at the beginning of each year. Per the Finance and Administration Committee's direction, Board meetings will be in-person at the Air District's Beale Street headquarters, with no provisions for remote teleconferencing (except for AB 2449 just cause/emergency circumstances remote participation), with a 10:00 am start time to make sure members have sufficient travel time. Committee meetings will continue to use remote teleconferencing options.

Quorum Required for All Board and Committee Meetings: The new Code specifies that Board and Committee meetings cannot be held unless a quorum is present. The current code provides that committees can meet without a quorum, as long as they do not take action, which raises some significant Brown Act concerns and is not recommended. To alleviate these concerns, the new Code provides that a quorum needs to be present for any meeting to go ahead.

Codify Community Advisory Council in Administrative Code: The new Code formally codifies the Community Advisory Council, or CAC, for the first time, which will give it equal dignity with the Board's technical Advisory Council and put it on the footing it deserves in the Administrative Code. There would be no change to the CAC as it is currently constituted. The new Code incorporates the CAC governance structure that the Board recently approved in July, but formally codifies it as an official part of the Air District's Administrative Code.

Specify Board and Council Compensation Amounts in Code: The new Code specifies provisions for compensation for meeting attendance for members of the Board of Directors, Advisory Council, Community Advisory Council, and Hearing Board. The one notable change to current practice in this area is that the Code will provide for compensation for Advisory Council members for the first time. Compensation for the Advisory Council, whose members put in a great deal of time advising the Air District on technical matters related to air quality, was recently authorized by a change in state law that will allow such compensation starting January 1, 2024. The staff team are recommending compensation for Advisory Council members at a rate of \$200 per meeting.

Single Comprehensive Expense Reimbursement Policy: The staff team are also preparing a single, comprehensive expense reimbursement policy that will apply to the Board and to all of these other bodies, based on the Board's own current expense reimbursement rules. Having a single policy applicable to all of these bodies will promote consistency and make it easier for staff to process reimbursement requests. Members of the CAC, Advisory Council, and Hearing Board will be subject to the same expense reimbursement rules as the Board of Directors.

Codify Roles of APCO, General Counsel, and Clerk of the Boards: The new Code specifies the powers and duties of the Air Pollution Control Officer (APCO) and General Counsel, the two staff positions that report to the Board of Directors. The Code specifies that the APCO is the sole appointing authority for Air District staff positions (except for positions in the Office of the General Counsel), with no role for the Board of Directors in such decisions. The Code specifies that the General Counsel is the appointing authority for positions in the General Counsel's office, and has contracting authority to retain outside counsel. The Code also changes the terminology from the current "District Counsel" to the more widely understood "General Counsel," which is what the chief legal officer is called at most public agencies, including MTC and the South Coast air district. The Code also specifies the role and duties of the Clerk of the Boards, who performs a number of functions referred to throughout the Code.

\$200,000 Contracting Authority for Procurement Expenditures: The new Code revises the current code's financial provisions to promote more effective and efficient financial management and oversight. It codifies the Air District's budget preparation and approval process, as well as the provisions governing the agency's annual audits. The new Code also updates the current code's procurement and contracting provisions. Specifically, it increases the APCO's contracting authority from \$100,000 to \$200,000 without requiring Board approval (although any contracts

over \$100,000 will still have to be reported to the Board). The current \$100,000 contracting authority limit was adopted many years ago, and inflation has reduced the effective purchasing power of that limit such that the Board is now being asked to consider and approve relatively small contracts. Increasing the limit to \$200,000 will reduce the volume of contracts the Board needs to consider and allow the Board to focus on truly significant agency expenditures, while still retaining Board visibility into all contracts over the current \$100,000 threshold.

The new Code also provides exceptions in case of emergency or where the APCO cannot appropriately execute a contract due to legal, confidentiality, or personnel reasons, or because other good cause exists. These exceptions are intended to be narrowly applied and used only in extremely unusual circumstances. But they are necessary to ensure that contracts can be executed when necessary to address emergent situations.

Incentive Grants Authority Remains at \$500,000: On April 6, 2023, the Board of Directors increased the APCO's authority to execute grant agreements and amendments for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees up to \$500,000. The new Code codifies the APCO's authority to award grants for these projects up to the previously authorized \$500,000 threshold. All other grants will be subject to the \$200,000 APCO authority limit that applies to procurement contracts.

\$50,000 Authority to Settle Legal Claims: The new Code also authorizes the APCO to settle legal claims up to \$50,000 without Board approval, although all such settlements would have to be reported to the Board. Any settlement over \$50,000 would require Board approval. This threshold would allow the APCO to settle minor claims without the need for Board involvement or action.

Develop New Procurements, Grants and Sponsorships Policies for Board Approval: The new Code also requires the APCO to develop policies to govern financial expenditures for approval by the Board of Directors -- including a Procurement Policy, a Grants Policy, and a Sponsorships Policy. These policies will specify procedures and protocols to protect public funds and to ensure that funds are being expended consistent with the Air District's mission, applicable legal requirements, and government contracting best practices. Staff have developed draft policies and will present them for consideration by the Finance and Administration Committee at its November 1 meeting. Based on what that Committee recommends, staff will present the policies as recommended by the Finance and Administration Committee to the Board of Directors for consideration on November 15.

Non-Interference in Administrative Affairs: The new Code states explicitly that members of the Board of Directors may not give direction to Air District staff except through the APCO (or subordinates if the APCO has given express consent), and only as a collective body and not as individual Board members. This is an important principle of good governance and is implicit in the Board's relationship with staff already. This new provision would make this restriction explicit in the Administrative Code. Violations of the non-interference requirement would constitute official misconduct and would be subject to enforcement as provided for under the proposed Board Rules of Conduct, which will also be presented to the Board for consideration on November 15.

Use of Electronic Signatures: Use of electronic signatures is commonplace in the modern world to reduce paperwork burdens associated with signing physical documents. The new Code would specify formal procedures for the use of electronic signatures to ensure consistency with the Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 *et seq.*).

The Finance and Administration Committee considered this proposed Administrative Code update at its October 4, 2023, meeting, and voted to recommend to the Board of Directors that the Board adopt the proposed Administrative Code update. Per Division I, Section 14.1 of the current Administrative Code, notice must be provided at a Board of Directors regular meeting before the Board may adopt any amendments to the Administrative Code. The Board will receive this notice at today's meeting, and will then consider adopting the attached proposed amendments at its next meeting on November 15, 2023. As noted above, the Board will also consider adopting Implementation Policies and the attached Board Rules of Conduct as recommended by the Finance and Administration Committee. Adoption of those policies and rules is not subject to the notice requirement in Division I, Section 14.1.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander Crockett
Reviewed by: Sharon Landers

ATTACHMENTS:

1. Draft Administrative Code
2. Draft Board Rules of Procedure
3. Current Admin Code - As Revised 9-6-2023



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

PROPOSED

Bay Area Air Quality Management District Administrative Code

**For Consideration by the Board of Directors
at its meeting on November 15, 2023**

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Bay Area Air Quality Management District Administrative Code

Section One. Title and Purpose

1.1 Title

This Code shall be known as the “Bay Area Air Quality Management District Administrative Code” or “Air District Administrative Code.”

1.2 Purpose and Overview

This Code sets forth the governance, administrative, and financial provisions for the Bay Area Air Quality Management District (hereafter “Air District”), the method of appointment of Air District employees, and procedures for the operation and management of the Air District.

The Air District is an independent special district created, pursuant to Chapter 4 of Part 3 of Division 26 of the California Health and Safety Code, to regulate 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.

1.3 Adoption and Amendment of the Air District Administrative Code

This Code is adopted and may be amended by ordinance of the Board of Directors, after review and recommendation by the Finance and Administration Committee. The Board of Directors shall ensure that the Air District Administrative Code is reviewed at least every five (5) years, and the Board of Directors shall approve amendments, as necessary.

1.4 Air District Seal

The Air District may provide for and adopt an official seal. The seal of the Air District shall be used only for purposes directly connected with the official business of the Air District.

1.5 Non-Discrimination

The Air District is committed to non-discrimination and equity throughout the organization and in carrying out the agency’s mission. The Board of Directors shall adopt by resolution a Non-Discrimination Policy to articulate this commitment and to ensure compliance with all legal obligations, including without limitation the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution, Title VI of the Civil Rights Act of 1964, and California Government Code Section 11135. The Air Pollution Control Officer (“APCO”) shall implement this Non-Discrimination Policy and shall ensure that the Policy is communicated in a transparent fashion to Air District staff and to the public and is posted on the Air District’s website.

Section Two. Board of Directors

2.1 Appointment

The Board of Directors is the governing body of the Air District and consists of members appointed pursuant to Article 3 of Chapter 4 of Part 3 of Division 26 of the Health and Safety Code. (Health and Safety Code section 40220 *et seq.*)

2.2 Terms

Each member of the Board of Directors appointed by a board of supervisors shall hold office for a term of four years and until the appointment and qualification of their successor, and each member appointed by a city selection committee shall hold office for a term of two years and until the appointment and qualification of their successor. (Health and Safety Code section 40222.)

2.3 Quorum

A majority of the members of the Board of Directors constitute a quorum for the transaction of business. The Board may meet only when a quorum is present. (Health and Safety Code section 40226.)

2.4 Action

Unless otherwise specified in state law or this Administrative Code, an action of the Board of Directors shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the Board. The Board may act by ordinance, resolution, or motion. (Government Code section 54952.6; Health and Safety section 40226.)

2.5 Rules of Procedure

The Board of Directors shall adopt Rules of Procedure to govern the conduct of its meetings. The Board of Directors may amend those Rules to conform to changes in law or as otherwise needed.

2.6 Board of Directors Meetings

(a) Location

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the Air District located at 375 Beale Street, San Francisco, California.

(b) Regular Meeting Time

The Board of Directors shall adopt annually by resolution a schedule of regular meetings for each calendar year. Regular meetings of the Board of Directors shall be held on the first Wednesday of each month, beginning at the hour of 10:00

a.m., and at additional dates and times as specified in the annual meeting schedule adopted by the Board.

(c) Special Meetings

A special meeting may be called whenever the business of the Air District may require it. A special meeting may be called at the request of the Chairperson of the Board of Directors in consultation with the APCO, or at the request of a majority of the members of the Board of Directors. Whenever a special meeting is called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting, the location of the meeting, and the purpose for which the meeting is called. No business shall be transacted at the meeting except as stated in the notice. (Government Code section 54956.)

(d) Use of Remote Teleconferencing

The Board of Directors shall hold all regular meetings in person at the location specified in subsection 2.6(a) above, without provision for members to participate via remote teleconferencing technology (except that members may participate for “just cause” or “emergency circumstances” as provided for under Government Code section 54953(f), to the extent that all the requirements of that provision are satisfied). The Board of Directors shall hold all special meetings in person without remote teleconferencing in the same manner as regular meetings as provided in the preceding sentence, except that special meetings for the sole purpose of holding a closed session may be held using remote teleconferencing technology to the extent permitted under Government Code section 54953(b). As a courtesy to and for the convenience of members of the public, the Board of Directors may provide a webcast or streaming service for any meeting to allow members of the public to watch or participate in the meeting virtually. By choosing to participate in a meeting virtually, members of the public accept the risk that in the event of a disruption to the webcast or streaming service, the Board will continue with its meeting. (Government Code sections 54950 *et seq.*)

2.7 Officers

(a) Officers; Election, Removal

The Board of Directors shall elect a Chairperson and Vice-Chairperson. The Board of Directors shall elect these Officers in November prior to the commencement of the Officers’ terms, or as otherwise necessary to fill a vacancy. The Officers shall serve at the pleasure of the Board of Directors and may be removed by a two-thirds vote of the membership of the Board of Directors held at a regular meeting.

(b) Terms of Officers

The Chairperson and Vice-Chairperson shall serve two-year terms, which shall begin on January 1 of each even-numbered year. Members of the Board of Directors elected to serve as Chairperson and Vice-Chairperson for the one-year 2024 term under the predecessor to this Code shall serve in those positions for the two-year 2024-2025 term under this Code. No member of the Board of Directors may serve more than four years in any one office.

(c) Officer Rotation

The Officer positions shall be rotated among the members of the Board of Directors in a manner to assure participation in the affairs of the Air District from a wide representation of the membership. In selecting members to serve as Officers, the Board of Directors shall consider and balance representation by members appointed by Boards of Supervisors, members appointed by City selection committees, members from large counties, and members from small counties, as well as geographic representation from all parts of the Bay Area, although the Board need not follow any strict rule of rotation.

(d) Chairperson

The Chairperson's duties include without limitation:

- (1) Presiding over the meetings of the Board of Directors.
- (2) Signing all ordinances and resolutions adopted by the Board of Directors while the Chairperson presides.
- (3) Appointing members of committees of the Board of Directors.

(e) Vice-Chairperson

The Vice-Chairperson shall have the following duties:

- (1) In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall preside over the meeting and shall sign ordinances and resolutions adopted at the meeting.
- (2) In the event that the Chairperson is unable, for whatever reason, to fulfill their term of office, the Vice-Chairperson shall succeed the Chairperson.

2.8 Non-interference in administration affairs

The Board of Directors and its members shall deal with the administration of the Air District only through the APCO, except for the purpose of inquiry, and neither the Board of Directors nor any member thereof shall give orders or direction to any subordinates of the APCO, without the express consent of the APCO. The APCO shall take their orders and instructions from the Board of Directors only when sitting in a duly held meeting of

the Board, and no individual member of the Board of Directors shall give any orders or instructions to the APCO.

Except as expressly provided in this Administrative Code, the Board of Directors, and its members, shall have no power or authority over, nor shall they dictate, suggest, or interfere with respect to, any appointment, promotion, compensation decision, disciplinary action, contract or requisition for purchase, or other administrative action or recommendation of the APCO.

Violation of this section of the Administrative Code constitutes official misconduct.

2.9 Compensation for attendance at meetings

Each member of the Board of Directors shall be entitled to compensation for attendance at meetings as follows:

(a) Meetings eligible for Compensation

- (1) Meetings of the Board of Directors and of Board Committees; and
- (2) Other meetings while on official business of the Air District as authorized under the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(b) Attendance requirements

A member of the Board of Directors shall be entitled to compensation for attending a meeting of the Board or a Board Committee only if:

- (1) The member arrives for the meeting no later than 30 minutes after the scheduled beginning of the meeting; and
- (2) The member is present at the meeting for at least three quarters ($\frac{3}{4}$) of the total meeting time, including closed session time.

(c) Amount of compensation

Members of the Board of Directors shall be entitled to compensation of one hundred dollars (\$100) per meeting for attendance at meetings under this Section 2.9, up to a maximum of two hundred dollars (\$200) per day; plus, compensation for active transportation travel calculated as specified in Paragraph (d) below. No Board member may receive compensation of more than six thousand dollars (\$6,000) in any calendar year for meeting attendance pursuant to this Section 2.9.

(d) Active Transportation Calculation

Compensation for active transportation travel pursuant to Paragraph (c) above shall be calculated as follows:

- (1) \$1.56 per mile for travel by personal/private non-motorized bicycle or similar nonmotorized pedal-operated vehicle; and
- (2) \$1.50 per mile for travel on foot or by wheelchair.

For multi-modal travel, compensation shall be provided only for miles traveled using the alternative transportation travel modes specified in this Paragraph (d). Members shall provide to the Clerk of the Boards the date of travel, starting and ending points, and purpose of travel when claiming compensation, and must document the distance traveled with a printout from a map website such as Google Maps.

2.10 Expense Reimbursement

Members of the Board of Directors are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties. Pursuant to Government Code section 53232.2, the Board of Directors shall adopt a written Meeting Compensation and Expense Reimbursement Policy, at a public meeting, specifying the types of occurrences that qualify a member to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses. The Meeting Compensation and Expense Reimbursement Policy shall also apply to other boards and councils of the Air District as specified in this Code. Members of the Board of Directors and other covered boards and councils may receive reimbursement only as provided in the Policy and subject to the Policy's requirements. Members shall comply with the limits and reporting requirements of federal, state, and local law.

2.11 Report of County Populations

Appointments to the Board of Directors are determined by the population of the counties within the geographical jurisdiction of the Air District at the time of appointment according to the provisions of Health and Safety Code sections 40221 and 40221.5. The Clerk of the Boards shall report to the Board of Directors each year the population of each county included, in whole or in part, within the Air District's jurisdiction according to the latest estimate prepared by the Demographic Research Unit of the Department of Finance. For counties for which only a portion of the county is included within the Air District's jurisdiction, the Clerk of the Boards shall report the population of that portion within the Air District's jurisdiction. (Health and Safety Code section 40220.5.) The Clerk of the Boards shall report the populations promptly after the Demographic Research Unit publishes its estimates.

Section Three. Committees of the Board of Directors

3.1 Purpose

The Board of Directors establishes standing committees to advise and make recommendations to the Board on matters within the scope of the committee's jurisdiction. In addition to the functions specified herein, any committee may also consider additional matters as referred by the Board of Directors. Except where explicitly authorized in this Code, the standing committees shall not have authority to approve any action or policy on behalf of the Board of Directors, to alter, change, or reverse any action or policy established by the Board of Directors, or to authorize the expenditure of any funds.

In the normal course of business, matters will be considered by the relevant committee(s) before being considered by the Board of Directors. However, the Board of Directors may take up any matter directly, without previous consideration by a committee, when necessary and appropriate.

3.2 Standing Committees

The standing committees of the Board of Directors are the following:

(a) Community Equity, Health, and Justice Committee

The Community Equity, Health, and Justice Committee advises and makes recommendations to the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment and clean air for the people of the Bay Area, regardless of race, ethnicity, age, gender identity, economic status, national origin, immigration status, ability, sexual orientation, or other distinguishing characteristics. The Committee oversees the development of policies for both internal and external operations impacting the Bay Area. Internal operations include applying an equity lens to programs, policies, and procedures related to staffing, recruitment, promotions, inclusive workplace practices, contracting for capital projects and services, and ongoing racial equity training. The committee prioritizes traditionally marginalized and underserved communities for investment opportunities to ensure communities overburdened by air pollution receive the programmatic, policy, and investment resources most needed.

The Community Equity, Health, and Justice Committee also advises and makes recommendations to the Board of Directors regarding the overall direction of the Air District's community engagement activities, civil rights compliance, and the implementation of Assembly Bill 617 (Stats. 2017, Ch. 136), including community selection and approval of Community Emission Reduction Plans. It is also the lead committee interacting and partnering with the Community Advisory Council. The Committee also advises and makes recommendations to the Board of Directors regarding grants related to matters within its jurisdiction.

(b) Finance and Administration Committee

The Finance and Administration Committee advises and makes recommendations to the Board of Directors relating to the administration of the Air District's programs and activities, including but not limited to policies regarding finance, procurement, employment, salaries, working conditions, insurance, and the retaining of consultants.

The Finance and Administration Committee advises and makes recommendations to the Board of Directors with respect to strategic planning regarding the goals and objectives of the Air District. The Committee considers and recommends to the Board of Directors each year proposed updates and/or changes to the Air District's strategic plan, considering the goals and objectives and short- and long-range plans of the California Air Resources Board, as appropriate. The Committee uses the strategic plan approved by the Board of Directors to review and develop the proposed budget each year.

The Finance and Administration Committee oversees the preparation of the Air District's annual budget and presents the annual proposed budget with recommendations to the Board of Directors. At budget review time each year, the Committee evaluates the Air District's goals and objectives, financial plan, and fee schedules and recommends appropriate changes to the Board of Directors. The proposed budget prepared by the APCO is automatically deemed referred to the Finance and Administration Committee for consideration, without need for further action by the Board of Directors.

The Finance and Administration Committee receives and reviews the Air District's annual audited financial statement reports from the independent financial auditors and reports any findings or recommendations to the Board of Directors. The Committee also receives and reviews reports from independent management performance auditors and reports any findings or recommendations to the Board of Directors.

The Finance and Administration Committee keeps itself informed as to the work of the Advisory Council and Hearing Board, and it recommends to the Board of Directors the appointment of members of the Advisory Council and Hearing Board whenever vacancies occur on those bodies.

The Finance and Administration Committee considers and recommends updates or revisions to this Code as may from time to time become necessary.

The Finance and Administration Committee is the successor to, and performs all the functions of, the Personnel Committee as that committee existed prior to January 1, 2023.

(c) Nominating Committee

The Nominating Committee considers and makes recommendations to the Board of Directors regarding candidates for Board Officer positions. In making its recommendations, the Nominating Committee shall consider the principles governing officer rotation as set forth in Section 2.7(c), although it need not follow any strict rule of rotation.

The Nominating Committee consists of the Chairperson of the Board, the past Chairperson of the Board, and three (3) appointees of the Chairperson of the Board (or in the event the past Chairperson is no longer serving on the Board, four (4) appointees of the Chairperson of the Board). The Chairperson shall appoint the Nominating Committee no later than October 15th of the final year of the Board Officers' terms, and the Committee shall meet in November of that year to recommend candidates to the Board of Directors for Board Officers for the upcoming terms. The Nominating Committee members shall serve until the appointment of a new Committee, and shall recommend candidates to the Board of Directors in the event a Board Officer position becomes vacant in the middle of a term.

(d) Policy, Grants, and Technology Committee

The Policy, Grants, and Technology Committee advises and makes recommendations to the Board of Directors on policies and funding related to sources and activities that affect air pollution and climate impacts that do not fall within the jurisdiction of the Stationary Source Committee. In particular, the Committee advises and makes recommendations to the Board of Directors on policies and funding related to transportation and mobile sources, as well as equity for impacted communities related to these sectors. The Committee also advises and makes recommendations to the Board of Directors on policies and funding to catalyze innovation and incentivize low-carbon-intensity practices. The Committee also advises and makes recommendations to the Board of Directors relating to legislative advocacy. The Committee adopts legislative priorities each year to guide the work of the Committee and Air District staff related to legislative advocacy.

(e) Stationary Source Committee

The Stationary Source Committee advises and makes recommendations to the Board of Directors relating to the air quality and climate impacts of stationary sources, including indirect sources. The Committee advises and makes recommendations to the Board of Directors regarding all aspects of the Air District's stationary source programs, including but not limited to the following: permitting, compliance, small business assistance, rule development, California Environmental Quality Act thresholds of significance, and state and federal regulations that affect stationary sources. The Committee advises and makes

recommendations to the Board of Directors regarding air quality planning and the development and implementation of State and Federal Air Quality Management Plans, as well as support for regional and local climate planning.

3.3 Standing Committee Procedures

(a) Meetings

The Board of Directors shall adopt annually by resolution a committee meeting calendar setting the time and place for meetings of each standing committee. Standing committees may hold any meeting using remote teleconferencing technology in accordance with Government Code sections 54953(b) and (f).

(b) Quorum and Action

A quorum of a standing committee is a majority of the members of the committee. A committee may meet only when a quorum is present. An action of a committee shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the committee.

(c) Minority Report

A standing committee member may submit a Minority Report to accompany a committee recommendation submitted to the Board of Directors, provided that no Air District staff resources are used to prepare such a report.

3.4 Appointments to Committees

The Chairperson shall appoint members of the Board of Directors to the standing committees annually in January, or as soon thereafter as new members are named by their appointing authorities (except for the Nominating Committee, which shall be appointed as specified in Section 3.3(e)). The Chairperson may also appoint members at any time a vacancy occurs. The Chairperson shall ensure that Committee membership is rotated to provide equitable representation of cities and counties and geographical diversity to allow participation in the work of the Air District by as broad a representation as may be possible. In no event shall a committee be composed of a quorum of the Board of Directors or any committee of the Board.

3.5 Ad Hoc Committees

The Chairperson may establish ad hoc advisory committees, composed solely of members of the Board of Directors, constituting less than a quorum of the Board of Directors or any of its standing committees, to accomplish a specific task in a short period of time. The Chairperson shall appoint the members of those ad hoc Committees. The Chairperson shall create each ad hoc committee and appoint its members in writing, which shall specify the task of the committee. An ad hoc committee expires upon completion of its designated task. The Board of Directors may overrule the Chairperson's

decisions regarding the creation, appointment of members, or designated purpose of the ad hoc committee by majority vote. (Government Code section 54952(b).)

3.6 Removal of Committee Members

The Chairperson may remove a member from serving on a standing or ad hoc committee at any time. The Board of Directors may overrule the removal by a majority vote.

Section Four. Advisory Council.

4.1 Advisory Council

Pursuant to Health and Safety Code section 40261, the Board of Directors shall appoint a Bay Area Air Quality Management Council (also known as the Advisory Council) to advise and consult with the Board and the APCO on matters referred to it by the Board of Directors or the APCO. Members serve at the pleasure of the Board of Directors and may be removed at any time by a majority vote of the Board of Directors.

4.2 Membership

The Advisory Council shall consist of seven members who are skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution, plus one liaison member from the Board of Directors. Advisory Council members shall be selected to include a diversity of perspectives, expertise, and backgrounds. The APCO shall develop position qualifications for serving on the Advisory Council, which shall be approved by the Board of Directors.

4.3 Terms of Office

(a) Term of Office

Each Advisory Council member shall hold office for a term of two years and until the appointment and qualification of the member's successor.

(b) Limitations of Term of Office

The Board of Directors shall not re-appoint a member of the Advisory Council who has served on the Council for twelve (12) consecutive years. A person who has served on the Advisory Council for twelve (12) consecutive years is eligible for re-appointment after an absence of two (2) years from the Council.

4.4 Meetings

The Advisory Council shall meet four (4) times each year, or more frequently if the Board of Directors or Advisory Council deems necessary.

4.5 Compensation; Expenses

(a) Compensation for Attendance at Meetings.

Members of the Advisory Council shall be entitled to compensation of two hundred dollars (\$200) per meeting for attending meetings of the Advisory Council and other authorized meetings as specified in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40266.)

(b) Expense Reimbursement

Members of the Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and Advisory Council committees of which they are a member, and other authorized meetings for which they are eligible for compensation under Section 4.5(a), in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code sections 40260-40268.)

Section Five. Community Advisory Council

5.1 Community Advisory Council

The Board of Directors shall appoint a Community Advisory Council to provide guidance to the Board of Directors on programs and policies that impact all communities, including overburdened communities, within the Air District's jurisdiction; to make recommendations to the Board of Directors on equity and environmental justice matters to improve air quality in all communities, prioritizing the most impacted communities; to meaningfully engage impacted communities to represent and address stakeholders' interests; to advise Air District leadership on community-related matters to advance an equity-forward policy agenda; and to carry out any additional duties as the Board of Directors may prescribe. The Community Advisory Council shall be governed in its work by a Governing Structure adopted by the Board of Directors ("Governing Structure").

5.2 Membership

In accordance with the Governing Structure, the Board of Directors shall appoint seventeen (17) members to the Community Advisory Council, who shall serve at the pleasure of the Board, as follows: Four (4) members shall live or work in Alameda County; four (4) members shall live or work in Contra Costa County; one (1) member shall live or work in the City and County of San Francisco; one (1) member shall live or work in San Mateo County; two (2) members shall live or work in Santa Clara County; one (1) member shall live or work in Solano County; two (2) members shall be youths who are between the ages of fourteen and twenty-four at the start of their term; and two

(2) members shall serve in at-large seats. The Board of Directors shall grant priority to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management, when filling the at-large seats. A minimum of seventy percent (70%) of members shall be residents living in the County represented, and no more than six (6) members may represent a County where they work for the benefit of overburdened communities. If selected to fill a seat, a representative of a business holding an Air District permit, or of an industrial company subject to regulation, shall be a non-voting member.

5.3 Terms of Office

(a) Term of Office

The Board of Directors shall appoint each member to a two-year or four-year term, in accordance with the Governing Structure. A member's term shall end upon expiration of the two- or four-year term, removal by the Board of Directors, or upon other disqualifying event as provided for in the Governing Structure.

(b) Term Limits

No member shall serve on the Community Advisory Council for more than eight years.

(c) Vacancy

In the event of a vacancy, the Board of Directors may appoint a new member to fill the vacant seat for the remainder of the term.

5.4 Meetings

The Community Advisory Council shall set, by resolution, a regular time and place for meetings.

5.5 Compensation; Expenses

(a) Compensation for Attendance at Meetings and for Other Activities

Members of the Community Advisory Council shall be entitled to compensation for their time spent working on Council matters as follows. The Board of Directors shall include provisions in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10 to establish procedures for administering these compensation provisions.

(1) Members shall be entitled to compensation of five hundred dollars (\$500) per meeting for attending meetings of the Community Advisory Council.

(2) Co-Chairs shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending Co-Chair meetings, up to a maximum of four (4) hours per month.

(3) Members of ad hoc or standing committees shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending committee meetings, up to a maximum of six (6) hours per month.

(4) Members shall be entitled to compensation of seventy-five dollars (\$75) per hour for pre-approved participation in events, activities, or services related to the mission and purpose of the Community Advisory Council authorized in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10, up to a maximum of one thousand dollars (\$1,000) per year.

(b) Expense Reimbursement

Members of the Community Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in connection with attending or participating in any of the meetings or events for which they are entitled to compensation under Section 5.5(a) above. Members shall be entitled to reimbursement for such expenses in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

Section Six. Hearing Board

6.1 Hearing Board

Pursuant to Health and Safety Code section 40800, the Board of Directors shall appoint a Hearing Board consisting of five members, as provided in Health and Safety Code section 40801. In filling the two seats designated for public members under Health and Safety Code section 40801(d), the Board of Directors shall give priority to applicants who do not qualify for the seats designated for members of professions under Health and Safety Code sections 40801(a)-(c). The Hearing Board shall have the power and authority to issue variances under Health and Safety Code sections 42350 *et seq.*, to issue orders for abatement under Health and Safety Code sections 42451 *et seq.*, to hear appeals from decisions by the APCO to issue, deny, or suspend a permit under Health & Safety Code sections 42302 *et seq.*; to revoke a permit under Health and Safety Code section 42307, and to take all other actions authorized under other provisions of the Health and Safety Code and related law.

6.2 Terms of Office

The term of office for a member of the Hearing Board shall be three years.

6.3 Rules of Procedure

The Hearing Board shall, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and other matters before it.

6.4 Compensation, Expenses

(a) Hearing Board Meetings

Members of the Hearing Board shall be entitled to compensation of four hundred dollars (\$400), or four hundred fifty dollars (\$450) for the Chairperson, for each day attending meetings of the Hearing Board, and shall be entitled to compensation of one hundred dollars (\$100) per day for attending other meetings as a representative of the Hearing Board upon authorization by the Board of Directors pursuant to the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(b) Expense Reimbursement

Members of the Hearing Board shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Hearing Board and other meetings for which compensation is authorized under subsection 6.4(a) in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40800 *et seq.*)

Section Seven. Adoption of Regulations

7.1 Regulation Authority

Pursuant to Health and Safety Code sections 40000, 40001, and 40702, among other provisions of law, the Board of Directors shall adopt rules and regulations to execute the powers and duties granted to, and imposed upon, the Air District, including but not limited to rules and regulations to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under the Air District's jurisdiction.

7.2 Rule Adoption Files

The APCO shall maintain a file for each rule and regulation adopted by the Board of Directors containing (1) petitions received by the Air District proposing the adoption, amendment, or repeal of the rule or regulation; (2) notice of proposed adoption, amendment, or repeal of the rule or regulation; (3) written comments, data, studies, reports, and any other factual information submitted by any member of the public in connection with the adoption, amendment, or repeal of the rule or regulation; (4) a transcript, recording, or minutes of public hearings held in connection with the adoption, amendment, or repeal of the rule or regulation; and (5) the text of the rule or regulation as originally proposed, and any modified text, that was made available to the public prior to adoption.

(Health and Safety Code section 40728.)

7.3 Public Hearing Notice Requirements

(a) Time of Publication

The Clerk of the Boards shall provide notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation not less than 30 days prior thereto in accordance with Health and Safety Code section 40725 for such notice, and by publication in each county of the Air District pursuant to Section 6061 of the Government Code.

(b) Content of Notice

The published notice shall include the following information:

(1) The time and place of the public hearing.

(2) A brief description of the proposed action.

(3) Information on how members of the public may obtain the full text of the regulatory language that is proposed to be adopted, amended, or repealed, including a statement that it is available for public inspection at the Air District's headquarters during regular business hours.

(4) An invitation for the submission of written public comments on the proposed action prior to the hearing. The notice shall include information on how the comments should be submitted, including the name, address and telephone number of the person to whom they should be directed (with addresses for mailing, physical delivery, and electronic submission), and it shall specify the date by which the comments must be received.

7.4 Public Hearing Requirements

(a) Public Hearing Required

The Board of Directors shall not adopt, amend, or repeal any rule or regulation without first holding a public hearing thereon. The public hearing may be agendaized and held in the same manner as any other agenda item in accordance with the Board's Rules of Procedure; no formal action of the Board is required to set the public hearing.

(b) Hearing Procedure

At the public hearing held to adopt, amend, or repeal a rule or regulation, the Board of Directors shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, any submitted written comments shall be made available to each Board member. Following consideration of all relevant matters presented, the Board of Directors may adopt, amend, or repeal a rule or regulation unless the Board determines to make changes in the text originally made available to the public that are so substantial

as to significantly affect the meaning of the proposed rule or regulation. The Board of Directors shall not take action on a rule or regulation containing changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting and shall allow further statements, arguments, and contentions either written, oral or both, to be made and considered prior to taking final action.

(c) Findings

Before adopting, amending, or repealing a rule or regulation, the Board of Directors shall make findings of necessity, authority, clarity, consistency, non-duplication, and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

Section Eight. Personnel

8.1 Air Pollution Control Officer (APCO).

(a) Appointment

The Board of Directors shall appoint the Air Pollution Control Officer (APCO), who shall serve at the pleasure of the Board.

(b) Duties

The APCO shall serve as the Executive Officer of the Air District and possess the power and duty to administer the business of the Air District. Those duties include, without limitation:

- (1) Supervising and directing the preparation and submission of all required air quality plans.
- (2) Enforcing all laws, rules, regulations, and orders to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under their jurisdiction and enforcing all applicable provisions of state and federal law.
- (3) Supervising and directing the preparation of the annual budget for the Air District.
- (4) Submitting to the Board of Directors each year a complete report of the finances and administrative activities of the Air District from the preceding year.
- (5) Except as otherwise specified in this Administrative Code, executing and administering contracts entered into by the Air District and executing and administering grants and sponsorships funded by the Air District.

- (6) Except as otherwise specified in this Administrative Code, serving as the appointing authority for all positions of employment in the Air District, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in the Air District.
- (7) Developing a comprehensive Personnel Policy Manual setting forth personnel policies and procedures for the Air District for approval by the Board of Directors; making the Personnel Manual available to Air District employees and to the public; and administering the personnel policies and procedures set forth in the Personnel Manual.
- (8) Recommending compensation and benefits for Air District employees for approval by the Board of Directors.
- (9) Overseeing the Air District's labor relations program, including its compliance with relevant labor laws, its implementation of any labor agreements approved by the Board of Directors, and negotiations with any Air District labor organization.
- (10) Overseeing a comprehensive classification and position control plan, subject to approval by the Board of Directors.
- (11) In consultation with the Air District General Counsel, ensuring compliance with all relevant Equal Employment Opportunity and Non-discrimination laws.
- (12) Providing the day-to-day administration of the Air District and carrying out all duties required under the Health and Safety Code.
- (13) Retaining and maintaining records according to state law and the Air District's Records Management and Access Policy, which shall be approved by a resolution of the Board of Directors.
- (14) Designating the Air District employee with principal responsibility for the financial affairs of the Air District to hold the title of Chief Financial Officer.
- (15) Performing such other and additional duties as the Board of Directors may prescribe.

8.2 Air District General Counsel

(a) Appointment

The Board of Directors shall appoint a General Counsel to the Air District, who shall serve at the pleasure of the Board.

(b) Duties

The General Counsel shall serve as the chief legal officer of the Air District and possess the power and duty to administer the legal affairs of the Air District and to represent the Air District in all legal matters. The General Counsel's duties include, without limitation:

- (1) Providing advice and legal opinions, either orally or in writing as appropriate to the circumstances, to the Board of Directors, the APCO, Board Committee, Hearing Board, Advisory Councils, or other committee or employee as directed by the Board of Directors.
- (2) Making recommendations to the APCO and Board of Directors on the settlement of all claims and litigation involving the Air District.
- (3) Approving as to form, prior to enactment, all surety bonds, contracts, ordinances, resolutions, and other legal documents and instruments; and examining and approving title to all real property to be acquired by the Air District.
- (4) Serving as the appointing authority for all positions of employment in the Air District's Legal Division, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in that Office.
- (5) Hiring outside legal counsel when in the interests of the Air District. The General Counsel may execute contracts for legal services in an amount that does not exceed two hundred thousand dollars (\$200,000). Contracts in excess of the amount shall be approved by the Board of Directors. The General Counsel shall report all contracts for outside legal services to the Board of Directors. In hiring outside counsel, the General Counsel shall endeavor to follow the Procurement Policy adopted pursuant to Section 9.4 to the extent practicable under the circumstances, but shall not be strictly bound by that Policy.
- (6) Carrying out other and additional duties as the Board of Directors may prescribe.

8.3 Clerk of the Boards

The APCO shall appoint a Clerk of the Boards. The Clerk of the Boards shall take the minutes, prepare the correspondence, assemble and distribute the agendas, post and deliver the meeting and hearing notices, keep the records, and generally provide administrative support for the Board of Directors and its committees, the Advisory Councils, and the Hearing Board, as required by law and as requested by the Chairperson and APCO. The Clerk of the Boards shall be the sole entity authorized to accept service of process on behalf of the Air District and its Board of Directors and Hearing Board.

8.4 Continuity Policy

In the event that either the APCO or the General Counsel is temporarily unable to perform their duties, or if either position becomes vacant, the duties of that position shall be performed as specified in the Executive Leadership Continuity Policy adopted by the Board of Directors.

Section Nine. Fiscal Policies and Procedures

9.1 Treasurer

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Air District and shall have the duties imposed by law.

9.2 Annual Audit

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the Air District to conduct an annual audit of the accounts and records of the Air District. The audit shall be conducted in accordance with generally accepted auditing standards for financial audits as specified in the Government Auditing Standards issued by the Comptroller General of the United States. A report of the audit shall be reviewed by the Board of Directors and shall be filed with the County Auditor of each of the counties within the Air District's jurisdiction, the State Controller's Office, and the U.S. Environmental Protection Agency, within twelve months of the end of the fiscal year under examination. (Government Code section 30200; Health and Safety Code section 40276.)

9.3 Adoption of Budget

(a) Budget Preparation

No later than the 15th day of January of each year, the APCO shall start the preparation of the budget for submission to the Board of Directors via the Finance and Administration Committee.

(b) Presentation to Finance and Administration Committee

The APCO, or their designee, shall present the budget to the Finance and Administration Committee by no later than the 4th Wednesday in March to receive direction. By no later than the 4th Wednesday in April, the APCO, or their designee, shall present a revised budget to the Finance and Administration Committee for the Committee's approval.

(c) Adoption by the Board of Directors

(1) Notice

No less than thirty (30) days before any Board of Directors public hearing on the budget, the APCO, or their designee, shall prepare and make available to the public a summary of the Air District budget and any supporting documents, including, but not limited to, a schedule of fees to be imposed by the Air District to fund its programs.

(2) Public Hearing to Review the Budget

Not less than two weeks before the public hearing at which the budget is adopted, the Board of Directors shall hold a public hearing for the exclusive purpose of reviewing the proposed budget and providing the public with the opportunity to comment upon the proposed budget.

(3) Adoption of the Budget

The Board of Directors shall adopt the budget at a public hearing held not less than two weeks after the public hearing to review the proposed budget required under subsection 9.3(c)(2), but under no circumstances any later than the last day of June. (Health and Safety Code section 40130-40131.)

9.4 Procurement and Contracting

(a) The APCO shall develop for approval by the Board of Directors a Procurement Policy establishing procedures for competitive bidding, awarding, administering, and executing contracts for goods and services, leases, and other similar contractual agreements (collectively referred to herein as “contracts”).

(b) The APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000) as specified in the Procurement Policy. The APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000). Contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors.

(c) The APCO may execute amendments to contracts if the amount of the contract as amended does not exceed two hundred thousand dollars (\$200,000) as specified in the Procurement Policy. If the amount of the contract as amended exceeds two hundred thousand dollars (\$200,000), the APCO may execute an amendment if the amount of the amendment does not exceed twenty-five percent (25%) of the contract amount or two hundred thousand dollars (\$200,000), whichever is the lesser amount. Any amendment in an amount that exceeds twenty-five percent (25%) of the contract amount or two hundred thousand (\$200,000) must be approved by the Board of Directors, if the total amount of the contract as amended exceeds two hundred thousand dollars (\$200,000). If an amendment does not require approval by the Board of Directors, the APCO shall nevertheless

report the amendment to the Board of Directors if the amount of the amendment exceeds ten percent (10%) of the contract amount and the total amount of the contract as amended exceeds one hundred thousand dollars (\$100,000).

- (d) Notwithstanding any limitations in this Section 9.4, the APCO may execute contracts for goods and services without approval by the Board of Directors in the event of a declared state of emergency that causes a need to immediately procure such goods or services to make repairs, to safeguard the lives or property of residents within the Air District jurisdiction or Air District employees or property, or to otherwise protect public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant, equipment, structure, or public work. The APCO may execute such a contract in an expeditious manner to the extent necessary to respond to the emergency; however, if the emergency permits, the APCO shall obtain the approval of the Chairperson of the Board of Directors. The APCO shall report to the Board of Directors on the execution of the contract as soon as practicably possible.
- (e) In circumstances where a contract is required to be executed independently from the APCO, and no other Air District employee can appropriately execute the contract due to legal, confidentiality, or personnel reasons, or because other good cause exists, the Chairperson of the Board of Directors may execute the contract on behalf of the Air District, with notification to the Board of Directors, if the amount of the contract does not exceed two hundred thousand dollars (\$200,000). Such contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors. In approving such contracts, the Board of Directors shall authorize and direct the Chairperson, the Vice-Chairperson, or another member of the Board of Directors to execute the contract on behalf of the Air District. In entering into contracts under this subsection 9.4(e), the Chairperson and the Board of Directors shall endeavor to follow the Procurement Policy to the extent practicable under the circumstances, but shall not be strictly bound by that Policy.
- (f) The General Counsel may execute contracts for legal services as provided for in Section 8.2(b).

9.5 Acceptance of Grants and Gifts Made to the Air District

The Board of Directors must approve the acceptance of all grants and gifts made to the Air District of more than five hundred dollars (\$500) in value. The Board of Directors may, in its discretion, approve the acceptance of multiple grants or gifts from a single source or entity in one blanket approval.

9.6 Grants of Air District Funds

- (a) The APCO shall develop for approval by the Board of Directors a Grants Policy for the awarding of grants of Air District funds. The APCO shall ensure that all Air District grants comply with the Grants Policy as approved by the Board of Directors. The APCO shall ensure that opportunities, qualifications, and criteria for applying for Air District grants are widely publicized, posted on the Air District's website, and provided to any person or entity who requests notice of such information, as provided for in the Grants Policy.
- (b) The APCO may approve the award of grants of Air District funding in an amount of up to two hundred thousand dollars (\$200,000) per fiscal year per grantee, or up to five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees. The APCO shall report these grants to the Board of Directors. Awards of grants in excess of two hundred thousand dollars (\$200,000) to a single grantee in a fiscal year, or five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees, must be approved by the Board of Directors. The Board of Directors may, in its discretion, approve such grants for an entire grant program in a blanket approval for that program.

9.7 Sponsorships

The APCO shall develop for approval by the Board of Directors a Sponsorship Policy for the award of Air District funds to sponsor activities and events consistent with the Air District's mission, values and goals. The APCO shall ensure that funds expended for sponsorships of such activities and events comply with the Sponsorship Policy as approved by the Board of Directors.

9.8 Agreements for Employee Compensation, Benefits

- (a) The Board of Directors shall approve all employment and labor agreements regarding Air District employees. All such agreements shall be made available to the public and published on the Air District's website.
- (b) The Board of Directors shall approve all contracts for health, retirement, or other employee benefits. All such contracts shall be made available to the public and published on the Air District's website.
- (c) The Board of Directors shall approve the terms of all pay and benefits provided to Air District employees. The terms of such pay and benefits shall be made available to the public and published on the Air District's website.

9.9 Claims Against the Air District

- (a) All claims against the Air District shall be filed with the Clerk of the Boards and the General Counsel. The Air District shall make available a claims form, which

shall be published on the Air District's website and available upon request from the Clerk of the Boards, for purposes of advancing a claim.

- (b) With the approval of the General Counsel, the APCO may allow, compromise, or settle a claim or lawsuit against the Air District for an amount not to exceed fifty thousand dollars (\$50,000). The APCO shall report all such resolutions of claims to the Board of Directors. Any allowance, compromise or settlement of a claim or lawsuit in excess of fifty thousand dollars (\$50,000) must be approved by the Board of Directors.

(Government Code section 935.4)

9.10 Electronic Signatures

- (a) Definitions: The following definitions apply to this Section 9.10:
 - (1) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (2) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.
 - (3) "Transaction" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.
- (b) Electronic and Digital Signatures Accepted
 - (1) In any transaction with the Air District, in which the parties have agreed to conduct the transaction by electronic means, the Air District may use and accept an electronic signature, if the electronic signature complies with the UETA.
 - (2) In any written communication with the Air District, in which a signature is used or required, the Air District may use or accept a digital signature, if the digital signature complies with Section 16.5 of the California Government Code.
 - (3) The APCO or their designee shall determine the documents for which the Air District may use and accept electronic signatures or digital signatures.
- (c) Accepted Technologies

The APCO or their designee shall determine acceptable technologies and vendors under this section to ensure the security and integrity of any data and signatures. In determining which technologies and vendors are acceptable for digital signatures, the APCO or their designee shall comply with all applicable regulations, including, but not limited to, ensuring that the level of security used to identify the signer of a document and the level of security used to transmit the signature are sufficient for the transaction being conducted. In addition, to the

extent necessary, the APCO or their designee shall ensure that any certificate involved in obtaining a digital signature by the signer is sufficient for the Air District's security and interoperability needs.

Section 10. Conflicts of Interest Code

10.1 Conflict of Interest Code

Pursuant to Government Code section 87300, the Board of Directors shall, by resolution, adopt and maintain a Conflict-of-Interest code.

Section 11. California Environmental Quality Act (“CEQA”)

11.1 CEQA Regulations

Pursuant to Public Resources Code section 21082, the Board shall adopt procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act.

Section 12. Transition Provisions, Interpretation of the Code.

12.1 Operative Date

Except as provided herein, this Administrative Code shall be operative on January 1, 2024. On that date, Division I and Division II of the Administrative Code of the Air District that existed prior to that date are hereby repealed; provided however, Section 10 of Division I shall be adopted “as is” in an Employer-Employee Relations Resolution (“EERR”), to also become operative on January 1, 2024. Any differences between the EERR and Section 10, Division I, shall be subject to meet and consult/confer per the Meyers-Milias-Brown Act, as appropriate. The definitions in Division I preceding Section 1, shall remain in effect to the extent they apply to provisions in Division III.

With respect to Division III (Personnel Policies & Procedures) of the prior Administrative Code:

Represented Employees: With respect to Air District employees represented by a labor organization recognized by the Air District’s Board of Directors as their exclusive bargaining representative, policies within Division III shall be repealed after the adoption of new comprehensive personnel policies and labor relations rules, subject to meeting and conferring with the applicable labor organization as provided by law.

Unrepresented Employees: With respect to Air District employees who are unrepresented, personnel policies may be hereafter adopted by the Board of Directors that

supersede policies in Division III. If and when such superseding policies are adopted, the superseded policy shall be identified upon adoption of the new policy.

In the event of a conflict between Division III and this Administrative Code, Division III shall prevail.

12.2 Obligations of Contract Not Impaired

All rights, claims, actions, orders, obligations, proceedings, bond authorizations, and contracts existing on the operative date of this Administrative Code shall not be affected by the adoption of this Administrative Code.

12.3 Effect of Headings

Section headings contained in this Administrative Code do not constitute any part of the law. Citations to state law are provided for reference only.

12.4 Severability

If any section, subsection, sentence, clause, word, or phrase of this Administrative Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Code. The Board of Directors hereby declares that it would have adopted this Administrative Code and each section, subsection, sentence, clause, word, and phrase it contains, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases may be held invalid.



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

PROPOSED

Bay Area Air Quality Management District

Board of Directors Rules of Procedure

**For Consideration by the Board of Directors
at its meeting on November 15, 2023**

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

BOARD OF DIRECTORS RULES OF PROCEDURE

SECTION 1. AUTHORITY FOR AND PURPOSE OF RULES

1.1 State Law.

The Board of Directors serves as the governing body of the Bay Area Air Quality Management District (“Air District”). (Health & Safety Code §§ 13840, 40220.) These rules govern the procedures for meetings of the Board of Directors.

1.2 Purpose.

These Rules of Procedure are intended to ensure that the Board of Directors can attend to business efficiently, fairly, with full participation of the Directors, while ensuring that members of the public are provided with an equal opportunity to observe and make public comments at Board meetings.

1.3 Applicability.

These Rules of Procedure govern meetings and conduct of the Board of Directors, and of committees of the Board of Directors to the extent the Rules are, by their nature, applicable to those committees. To the extent that any provision of the Air District Administrative Code or provision of state law conflicts with these Rules of Procedure, the Administrative Code or state law shall govern.

1.4 Discrimination-Free Environment.

As set forth more fully in the Air District’s Non-Discrimination Policy, the Air District is committed to maintaining a professional work environment, including at meetings of the Board of Directors and its Committees, that is free from discrimination and harassment, including but not limited to discrimination and harassment based on a protected category. The Non-Discrimination policy is designed to encourage professional and respectful behavior and to prevent discriminatory and harassing conduct in the workplace.

SECTION 2. MEETINGS AND ACTIONS, GENERALLY

2.1 Meetings to Be Public.

All meetings of the Board of Directors shall be open to the public, except that the Board may meet in closed session as permitted under the Ralph M. Brown Act (“Brown Act”). (Govt. Code §§ 54950 et seq.)

2.2 Record of Proceedings.

The Clerk of the Boards shall attend all meetings and keep a written account (“minutes”) of acts of the Board of Directors at all public portions of the meetings of the Board, and those minutes

shall be permanently retained pursuant to the Air District's Records Management and Retention Policy. The Clerk shall include the names of the Directors present in the minutes. The names of the Directors who arrive after the roll call, and the times of their arrivals, shall be noted in the minutes at the stage of the proceedings during which they arrived.

2.3 Air Pollution Control Officer ("APCO").

The APCO, or their designee, shall attend all meetings of the Board of Directors.

2.4 General Counsel.

The General Counsel for the Air District, or their designee, shall attend all meetings of the Board of Directors unless excused and shall, upon request of the presiding officer, give an opinion, either written or oral, on questions of law.

2.5 Rosenberg's Rules of Order.

In the absence of a rule herein to govern a point or procedure, and in absence of any controlling provision in the Air District Administrative Code or other legal authority, Rosenberg's Rules of Order shall be used as a guide.

2.6 Written Correspondence.

The Clerk of the Boards shall furnish to the Board of Directors and to the APCO a synopsis of communications received for consideration by the Board up to twenty-four (24) hours prior to the time scheduled for a Board meeting.

2.7 Suspension of Rules.

The Board of Directors may, by affirmative vote of a majority of the Directors present at a meeting, suspend any provision of these rules not governed by state law or the Air District Administrative Code.

2.8 Amendment of Rules.

The Board of Directors may amend these rules by resolution adopted by a majority vote of the Board.

SECTION 3. TYPES OF MEETINGS.

3.1 Regular Meetings.

Regular meetings of the Board of Directors are held as specified in the Air District Administrative Code.

3.2 Special Meetings.

A special meeting is a meeting held at a time or place that is different from the regular time or place of regular meetings. The Chairperson, in consultation with the APCO, or the Board of

Directors by a majority vote, may call for a special meeting. The notice and agenda for a special meeting shall specify the day, the hour, and the location of the special meeting and shall include an agenda of the items to be considered. Notice shall be provided to any local newspaper and radio or television station that has requested in writing to receive notice and shall be posted on the Air District website. No special meeting shall be held unless it complies with the twenty-four (24) hour minimum notice requirements set forth in the Brown Act. (Govt. Code § 54956.)

3.3 Emergency Meetings.

The Board of Directors may hold an emergency meeting if a majority of the members of the Board find that a work stoppage, crippling activity, or other activity severely impairs public health, safety, or both. In doing so, the Air District must comply with the notice and minutes requirements provided in Government Code section 54956.5.

3.4 Adjourned Meetings.

When the Board of Directors wishes to continue a regular or special meeting to a later date, the Board may, by majority vote, adjourn the meeting and continue it to a definite later time. The subsequent meeting is an “adjourned meeting.” Any meeting of the Board of Directors may be adjourned to a later date and time. The Clerk of the Boards shall provide notice of an adjourned meeting in the same manner required for a special meeting. A copy of the notice of adjournment shall be posted on or near the door of the place where the meeting was held within 2 hours of adjournment. If the adjourned meeting occurs more than five days after the meeting that was continued, a new agenda for the adjourned meeting shall be posted 72 hours in advance of the adjourned meeting. When a regular meeting is adjourned, the adjourned meeting is conducted in the same way as a regular meeting. (Govt. Code § 54955.)

3.5 Closed Sessions.

The Board of Directors may meet in closed session only as permitted by the Brown Act. Closed sessions shall normally be scheduled at the end of the Board of Directors meetings, although the Board may hold closed sessions at other times during meetings as appropriate. Before entering into the closed session, the Board of Directors shall take public comment on the closed session agenda item(s). After the closed session, the Board shall report any action taken in closed session and the vote of each member on that action as required by Government Code section 54957.1.

3.6 Disclosure of Information from Closed Session.

Members of the Board of Directors and all other persons attending a closed session may not disclose confidential information acquired in a closed session to a person not authorized to receive it unless the Board of Directors votes to disclose that information. “Confidential information” means a communication made in a closed session that is specifically related to the basis for the Board of Directors to meet lawfully in closed session. (Govt. Code § 54963.)

3.7 Cancellations

The Chairperson, in consultation with the APCO, may cancel a meeting. The Clerk of the Boards shall post notice of the cancellation at the Air District's headquarters and on the Air District's website.

SECTION 4. AGENDAS AND ORDER OF BUSINESS

4.1 Agenda.

The Clerk of the Boards shall prepare the agenda for a meeting of the Board of Directors as directed by the APCO in consultation with the Chairperson. The Clerk of the Boards shall prepare the agenda for a meeting of a Board of Directors committee meeting as directed by the APCO in consultation with the Chairperson of the committee. The agenda shall list all items to be considered at the meeting, in the order stated in section 4.3, below. The agenda shall contain a brief general discussion of each item of business to be transacted or discussed at the meeting. Each agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting. (Govt. Code §§ 54954, 54954.2.)

4.2 Agenda posting, agenda packets.

The agenda and any supporting documents shall be provided to members of the Board of Directors, posted at the Air District's headquarters, and posted on the Air District's website, at least 72 hours before a regular meeting and at least 24 hours before a special meeting, and shall be provided to anyone who has requested, in writing, to receive copies of the agenda.

In the case of a teleconference meeting pursuant to Government Code section 54953, agendas shall also be posted at all teleconference locations at least 72 hours before a regular meeting and at least 24 hours before a special meeting.

Any public documents provided to the Directors less than 72 hours before the meeting shall be placed on the Air District's website, if feasible, and be made available for review at the District Administrative Office. (Govt. Code §§ 54954.1, 54956, 54957.5.)

4.3 Order of Business.

To facilitate the orderly conduct of the business of the Air District Board of Directors, unless otherwise determined by the APCO and Chairperson, the meeting shall be conducted as follows:

1. CALL TO ORDER and ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. COMMENDATIONS AND PRESENTATIONS
4. CONSENT AGENDA

5. PUBLIC HEARINGS
6. ACTION ITEMS
7. INFORMATIONAL ITEMS
8. PUBLIC COMMENT ON NON-AGENDA ITEMS
9. BOARD MEMBER COMMENTS
10. CLOSED SESSION
11. ADJOURNMENT

4.4 Change to the Order of Business.

The presiding officer, or the Board of Directors upon a majority vote, may change the order of business as listed on the agenda for a meeting to facilitate the conduct of the meeting.

4.5 Consent Agenda.

Items of a routine or non-controversial nature may be placed on the Consent Agenda. The Board of Directors shall take public comment on the consent agenda items. All items may be approved by one blanket motion. Any Director may request that any item be withdrawn from the Consent Agenda for separate consideration.

4.6 Discussion of Items Not on the Agenda Prohibited.

Except as provided in section 4.7, the Board of Directors may not discuss, deliberate, or take action on any item not appearing on the agenda. A Director or staff member may briefly respond to statements made or questions posed by members of the public during public comment. A Director or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. A Director may provide a reference to the APCO or other resources for information, request that the APCO report back to the Board of Directors at a subsequent meeting concerning any matter, or request that a matter be placed on a future agenda for discussion. (Govt. Code § 54954.2(a)(3).)

4.7 Exceptions for Considering Items Not on the Agenda.

The Board of Directors may discuss or take action on an item not on the agenda only under the following circumstances, and only after publicly identifying the item and the basis for taking action:

1. Upon a determination by a majority vote of the Board of Directors that an emergency exists. For purposes of this section, an emergency is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.

2. Upon a determination by a two-thirds vote of the Board of Directors present at the meeting, or, if less than two-thirds of the Directors are present, a unanimous vote of those Directors present, that there is a need to take immediate action and that the need for action came to the attention of the Air District after the agenda was posted.
3. The item was posted for a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(Govt. Code § 54954.2 (b).)

SECTION 5. CONDUCT OF MEETINGS.

5.1 Call to Order.

The Chairperson shall preside over meetings of the Board of Directors and shall commence each meeting by calling the meeting to order. In the absence of the Chairperson, the Vice-Chairperson shall preside. In the absence of both officers, the Clerk of the Boards shall call the meeting to order. The Directors present shall then, by majority vote of those present, appoint a temporary presiding officer. Upon arrival of the Chairperson or Vice-Chairperson, the temporary presiding officer shall relinquish the chair immediately.

5.2 Preservation of Order.

The presiding officer shall preserve order and decorum and shall confine the debate to the question under discussion. The presiding officer, in the interest of efficiently completing the business of the Board of Directors, may limit the time allotted to Directors to speak and debate, provided that each Director has an equal opportunity to speak on the issue.

5.3 Points of Order.

Directors may raise points of order and questions of privilege, including points of information or clarification. The presiding officer shall determine all points of order, subject to the right of any Director to appeal to the Board of Directors.

5.4 Procedure for Board Consideration of Agenda Items.

The presiding officer shall lead the Board of Directors in consideration of each agenda item according to the following procedure. The presiding officer may adjust the procedure to facilitate efficient consideration of the item.

1. The presiding officer shall call the item.
2. The APCO, the APCO's designee, and/or an invited expert shall provide a report on the item.

3. The presiding officer shall provide an opportunity for Directors to ask questions of staff or an invited expert.
4. The presiding officer shall provide an opportunity for members of the public to provide comments.
5. If the item is an action item, the presiding officer shall entertain a motion and a second on the item.
6. The presiding officer shall provide an opportunity for discussion and deliberation by the Board of Directors and, if the item is an action item, a vote on the pending motion.

5.5. Hearings When Board sits as a Quasi-Adjudicatory Body.

If the Board of Directors is acting in a quasi-adjudicatory capacity, the hearing shall be conducted in the following manner:

1. The Directors disclose any ex parte communications.
2. Staff report.
3. Directors ask questions of staff.
4. The presiding officer then opens the public portion of the hearing.
5. Presentation by appellant/applicant (10 minutes).
6. Directors question appellant, applicant and/or staff.
7. Public comment.
8. Rebuttal by staff (5 minutes).
9. Rebuttal by appellant/applicant (5 minutes)
10. Final Board questions of appellant/applicant.
11. Final Board questions of staff.
12. Presiding officer closes the public portion of hearing.
13. Board discusses, deliberates, makes findings, and takes final action by motion.

At any hearing before the Board sitting as the Board of Appeal, the Board may require that parties and their representatives and witnesses testify under oath.

SECTION 6. VOTING PROCEDURE.

6.1 Voting Procedure.

When meetings are held using teleconferencing, the Clerk shall call for a roll call vote on each action. When meetings occur without teleconferencing, a vote may be taken by roll call vote or other method, provided that each Director casts a vote or indicates their abstention, and the Clerk of the Boards or presiding officer can state the number of votes for and opposed and the number of abstentions. A Director must vote for or against or abstain on each item. If a Director is recused from voting on a matter due to a conflict of interest, the Director must comply with section 6.4, below.

(Govt. Code § 54953(b)(2).)

6.2. Announce Vote.

The presiding officer or Clerk of the Boards shall publicly report any action taken and the vote or abstention on that action of each member present for the action. (Govt. Code § 54953.)

6.3 Reconsideration.

Any Director who voted with the majority on an action may move for reconsideration of that action at the same meeting. After a motion for reconsideration has been acted upon, no other motion for reconsideration of that action shall be made without unanimous consent of the Board of Directors.

6.4 Conflict of Interest.

All Directors are subject to the provisions of Government Code section 1090 *et seq.*, the Political Reform Act (Government Code section 87100 *et seq.*), and applicable regulations regarding conflicts of interest. Any Director prevented from voting on a matter because of a conflict of interest or a declared financial interest shall identify the conflict, leave the dais, refrain from discussion, debate and voting on that matter.

SECTION 7. PUBLIC PARTICIPATION.

7.1 Conditions of Attendance.

(a) The Air District may not require a member of the public to provide their name or other information or to complete a questionnaire as a condition for attending or speaking at a Board of Directors or Board committee meeting. Any attendance list, questionnaire, or other document circulated at a meeting must state clearly that signing or completing the document is optional.

(b) No attendee of a Board of Directors meeting, at any meeting site or virtually, shall engage in conduct that disrupts the orderly conduct of the meeting, including but not limited to using loud or threatening language, whistling, clapping, stamping feet, or speaking over or interrupting the recognized speaker.

(Govt. Code §§ 54953.3; 54954.3(b)(1).)

7.2 Public Comment at Meetings.

(a) Public Comment Requirements.

Each agenda for a regular meeting shall provide for public comment on any matter within the subject matter jurisdiction of the Air District. At every regular and special meeting, the agenda shall provide an opportunity for members of the public to directly address the Board of Directors on each item on the agenda, before or during the Board's consideration of the item.

(b) Manner of Addressing the District Board.

A member of the public wishing to address the Board of Directors shall wait to be recognized by the presiding officer. Once recognized, the person shall direct their remarks to the Chairperson and not to any individual Board member, employee, or other person.

(c) Public Comment Rules.

(1) Time Limits

The presiding officer or the Board of Directors, upon majority vote, may reasonably limit the total amount of time allocated for public comment on particular items and may limit the time for each individual speaker. Members of the public who wish to speak on an item on the agenda for a meeting, or who wish to speak on non-agenda matters, shall be allowed two minutes each to address the Board on that item, unless a different time limit is established by the Chairperson for that item.

(2) Time Limits for Those Using a Translator

If a member of the public uses a translator when making public comment, the Board of Directors shall allow that person at least twice the amount of time otherwise allowed for public comment on that item.

(3) Public's Right to Criticize.

The Board of Directors shall not prohibit public criticism of the policies, procedures, programs, or services of the Air District, or of the acts or omissions of the Board.

(Govt. Code § 54954.3.)

7.3 Removal of Disruptive Individuals.

(a) Threat of Force

The presiding officer may order an individual to be removed from a Board of Directors meeting when the individual is engaging in behavior that constitutes use of force or a "true threat of force," meaning a threat that has sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

(b) Disruptive Conduct

(1) The presiding officer may order an individual to be removed from a Board of Directors meeting when the individual is engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, which may include but is not limited to failing to comply with these Rules of Procedure.

(2) Continued use of loud, threatening, profane, or abusive language or discriminatory or harassing remarks after a warning from the presiding officer impedes the orderly conduct of the meeting because it interferes with the Board's ability to accomplish its functions in a reasonably efficient matter by causing a distraction from Air District business, chilling public participation, interfering with the ability of those present to listen and understand the business and proceedings of the Air District, and may constitute or contribute to employment discrimination. "Discriminatory or harassing remarks" is speech, the content of which may be legally protected, at a Board of Directors meeting that disparages an individual or group based on a protected class or violates the Air District's Non-Discrimination Policy.

(3) Prior to ordering the removal of the individual for disruptive conduct, the presiding officer shall warn the individual that their behavior is disrupting the meeting and shall follow the procedures in Section 7.4 below if applicable.

7.4 Disruptive Discriminatory or Harassing Remarks.

When a person makes discriminatory or harassing remarks, as defined in Section 7.3(b)(2), that disrupts, disturbs, impedes, or renders infeasible the orderly conduct of a meeting, the presiding officer shall take the following actions:

(a) The presiding officer shall stop the speaker and read the relevant portions of the Air District's Non-Discrimination Policy. The presiding officer shall state that the Air District does not condone comments in violation of the Air District's Policy and that the speaker's language is unwanted and unwelcome and impedes the orderly conduct of the meeting by interfering with the Board's ability to accomplish its functions in a reasonably efficient matter by causing a distraction from Air District business, chilling public participation, interfering with the ability of those present to listen and understand the business and proceedings of the Air District, and may constitute or contribute to employment discrimination.

(b) The presiding officer shall state that any Air District employee present may be excused from attendance at the meeting during the speaker's remarks.

(c) The presiding officer shall hold the speaker's time and the speaker may resume speaking after the presiding officer's admonishment, unless the speaker's comments continue to disrupt, disturb, or impede the orderly conduct of the meeting. If the speaker continues to disrupt, disturb, or impede the orderly conduct of the meeting, the presiding officer may prohibit the speaker from further commenting or may order the speaker to be removed from the meeting.

(d) After the end of the speaker's comments, any Director may make a brief response to such comments, if desired.

(Govt. Code § 54957.95.)

7.5 Disruptions by Groups of People.

If a meeting is willfully disrupted by a group of people so as to render the orderly conduct of the meeting unfeasible, the presiding officer shall first attempt to maintain order. If unsuccessful, the presiding officer may call a recess, adjourn the meeting to another date, or order the removal of the people disrupting the meeting. If order is not restored by removing the people disrupting the meeting, the presiding officer may order the meeting room cleared and continue holding the meeting. Representatives of the media, except those participating in the disturbance, shall be allowed to continue attending the meeting. (Govt. Code § 54957.9.)

SECTION EIGHT. BOARD OF DIRECTORS CODE OF CONDUCT.

8.1 Code of Conduct Generally.

Members of the Board of Directors shall accord the utmost courtesy to each other, to Air District employees, and to the public appearing before them, and they shall always refrain from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Directors shall comply with the requirements of Administrative Code section 2.9 and not engage in interference in administrative affairs.

8.2 Conduct at Meetings of the Board of Directors

Members of the Board of Directors shall practice and promote civility and decorum in discussions and debate. Directors shall honor and support the role of the presiding officer in maintaining order and equity and the presiding officer's efforts to focus discussion on current agenda items. Each Director shall be given an equal opportunity to speak on each item of business at Board meetings. The presiding officer shall not influence, interfere with, or otherwise guide discussion in such a way as to prejudice the proceedings.

Upon taking an action, the will of the majority of the Board of Directors shall prevail. Each Director shall be responsible for and obligated to respect and uphold the action regardless of their individual opinion on the subject matter. A Director may express a personal view, so long as the Director makes clear that their view is not the position of the Board of Directors.

8.3 Violations of the Code of Conduct

If the Board of Directors determines that a Director has violated the Air District Administrative Code, these Rules of Procedure, or any other policy approved by the Board of Directors, the Board, may, in addition to any remedy permitted under state law, take any or all of the following actions.

- (a) Censure

The Board of Directors may adopt a resolution that censures the Director.

- (b) Express Disapproval

The Board of Directors may adopt a resolution that does not censure the Director, but still expresses the Board's disapproval of the Director's conduct or acknowledges that the Director violated the Administrative Code, Rule, or policy.

(c) Removal of Officer

If the Director serves as an officer, the Board of Directors may, as provided in the Air District Administrative Code section 2.8, upon a two-thirds vote, remove the Director from their officer position.

(d) Removal from Committee

The Board of Directors may direct the Chairperson to remove the Director from any or all committees upon which the Director serves.

(e) Inform Appointing Authority

The Board of Directors may direct the Chairperson to inform the Director's appointing authority of the Board's action relating to the Director.

BAY AREA
AIR QUALITY MANAGEMENT DISTRICT

Administrative Code

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Division I

Operating Policies & Procedures

ADMIN CODE DEFINITIONS

As used in this Administrative Code, the following terms shall be defined as indicated.

- (a) **APCO** means the Air Pollution Control Officer, Deputy Air Pollution Control Officer acting for the APCO in his/her absence or other person to whom the APCO's duties have been delegated by the APCO.
- (b) **ASSOCIATION** means the Bay Area Air Quality Management District Employees' Association Inc., a recognized employee association, which represents the employees in the Clerical, Technical/General and Professional representation units for all matters of employer/employee relations.
- (c) **BOARD** means the Board of Directors of the Bay Area Air Quality Management District or an authorized committee composed of members of the Board of Directors.
- (d) **CLERICAL EMPLOYEE** means an employee engaged in administrative support activities which include internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Positions include, but are not limited to, Office Assistant, Accounting Assistant, Secretary.
- (e) **CONFIDENTIAL EMPLOYEE** means any employee who is privy to the decision-making process of the Bay Area Air Quality Management District management or the Board of Directors affecting employer-employee relations matters.
- (f) **DISTRICT** means the Bay Area Air Quality Management District.
- (g) **EMPLOYEE RELATIONS OFFICER** means the APCO or other person designated by the APCO or the Board of Directors to act for the District in employer-employee relations matters.
- (h) **EMPLOYEE** means any person employed by the District on a regular, probationary, or limited term basis, excepting those persons elected or appointed to the Board of Directors, Advisory Council, Hearing Board or similar body. Limited term employees shall not be treated as employees for the purposes of Division III of this Administrative Code until they have worked at least 1,000 hours within a fiscal year. (Rev. 7/20/94)
- (i) **EMPLOYEE ORGANIZATION** means any employee organization recognized and certified by the District which includes employees of the District and which has as one of its primary purposes the representation of such employees in their relations with the District. (Rev. 7/20/94)
- (j) **LIMITED TERM EMPLOYEE** means any person employed by the District to work on one or more specific projects of limited duration, or for a specified period of time, and whose employment with the District is expected to terminate at the conclusion thereof. (Rev. 7/20/94)
- (k) **MANAGEMENT EMPLOYEE** means the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, District Counsel, attorneys and Senior Advanced Projects Advisors.
- (l) **MEET AND CONFER** means the mutual obligation to meet and confer in good faith in order to freely exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. No agreement shall be

binding on any party unless it is reduced to writing and approved by the Board and the Association.

- (m) **MEMORANDUM OF UNDERSTANDING** means the agreement between the Board and the Association.
- (n) **PROFESSIONAL EMPLOYEE** means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.
- (o) **RECOGNIZED EMPLOYEE ORGANIZATION** means an employee organization which has been certified pursuant to the revisions of Section I-10.5(a) through (h) as representing the employee in a particular representation unit.
- (p) **REPRESENTATION UNIT** means a unit of District employees established pursuant to the provisions of Sections I-10.4(a) through (g).
- (q) **REPRESENTATIVE** means a person or persons designated and authorized by a recognized employee organization to represent its membership.
- (r) **SCOPE OF REPRESENTATION** includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) **TECHNICAL EMPLOYEE** means an employee engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, including, but not limited to; inspectors, laboratory technicians, and instrument specialists.

SECTION 1 BOARD OF DIRECTORS, MEETINGS

1.1 MEETING DATES. (Revised 12/21/2022)

meetings of the Bay Area Air Quality Management District Board of Directors shall be held on the first and third Wednesday of each month, beginning at the hour of either 9:00 or 9:30 a.m., at the discretion of the Chairperson, with either meeting being subject to cancellation by the APCO with the concurrence of the Chairperson if there is insufficient District business to warrant such meeting. When the day, or the day preceding the day, fixed for a regular meeting of the District Board falls upon a legal holiday, that meeting shall be held at the same hour seven (7) days later not on a holiday.

1.2 COMPENSATION FOR MEETING ATTENDANCE. (Revised 12/21/2022)

(a) MEETINGS ELIGIBLE FOR COMPENSATION.

Board members shall receive compensation for attendance at:

- (1) Meetings of the Air District Board and of Board Committees; and
- (2) Other meetings while on official business of the District, including but not limited to educational seminars designed to improve officials' skill and information levels, meetings of regional, state and national organizations whose activities affect the Air District's interest with a District staff member in attendance, Air District events, and meetings to discuss community and/or business concerns with regard to air quality in the region.

(b) BOARD MEETING ATTENDANCE REQUIREMENTS.

Unless excused by the Chairperson, a Board member shall receive compensation for attending meetings of the Board only if: (1) the Board member arrives for the meeting no later than 30 minutes after the scheduled beginning of the meeting; and (2) the Board member misses no more than 30 minutes of the meeting plus, in the event a meeting continues beyond noon, the time between noon and adjournment.

(c) PRE-APPROVAL AND REPORTING REQUIREMENTS.

Board members shall not receive compensation for attending meetings of the type specified in subparagraph (a)(2) above unless the compensation is approved by the Chairperson in an open session prior to attendance at the meeting, or, for meetings held outside the State of California, unless the compensation is approved by the Board in an open session prior to attendance at the meeting. Board members who receive compensation for attending a meeting of the type specified in subparagraph (a)(2) above must provide a report on the meeting at the next regular board meeting.

(d) AMOUNT OF COMPENSATION.

Board members shall receive compensation of one hundred dollars (\$100) per meeting for attendance at meetings under this Section 1.2, up to a maximum of two hundred dollars (\$200) per day; plus compensation for active transportation travel calculated as specified in Paragraph (e) below. No Board member may receive compensation of more than six thousand dollars (\$6,000) in any fiscal year for meeting attendance pursuant to this Section 1.2.

(e) ACTIVE TRANSPORTATION TRAVEL CALCULATION.

Compensation for active transportation travel pursuant to Paragraph (d) above shall be calculated as follows:

- (1) \$1.56 per mile for travel by personal/private non-motorized bicycle or similar nonmotorized pedal-operated vehicle;
- (2) \$1.50 per mile for travel by foot or wheelchair.

For multi-modal travel, compensation shall be provided only for miles actually traveled using the alternative transportation travel modes specified in this Paragraph (e). Board members must provide details on the date of travel, starting and ending points, and purpose of travel when claiming compensation, and must document the distance traveled with a printout from a map website such as Google Maps.

- (f) REIMBURSEMENT FOR EXPENSES. In addition to compensation for meeting attendance as specified in this Section 1.2, Board members shall also be entitled to reimbursement for actual and necessary expenditures in connection with meeting attendance as provided for in Division II, Section 5. Board members do not need prior approval to be eligible for reimbursement for expenditures in connection with meetings of the Air District Board and Board Committees. To the extent a meeting for which compensation is available includes a meal, Board members shall be entitled to reimbursement for their meal expenditures as specified in Division II, Section 5.1(g), notwithstanding that provision's limitation on meal reimbursement for One Day Travel. A Board member receiving reimbursement for expenditures under this Paragraph (f) must comply with the limits and reporting requirements of local, state and federal law.

1.3 BOARD MEETING LOCATION.

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the District located at 375 Beale Street, Suite 600, San

Francisco, California, unless at a previous regular Board meeting or committee meeting some other place was designated.

1.4 SPECIAL MEETINGS.

Whenever the business of the District may require special meetings, in the opinion of the Chairperson of the Board of Directors or at the express written request of any three (3) members of the Board, such meetings shall be called. Whenever a special meeting shall be called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting and the purpose for which such meeting is called. No business shall be transacted thereat except such as is stated in the notice.

1.5 AGENDA.

All reports, communications, resolutions, contract documents or other matters to be submitted to the Directors shall be delivered to the APCO one (1) week prior to the Board meeting. The APCO shall thereupon arrange a list of such matters according to the order of business. The Clerk of the Boards shall furnish each Board Director with a copy of the same no later than the Friday prior to the meeting and as far in advance of the meeting as is feasible.

SECTION 2 BOARD OF DIRECTORS, OFFICERS - DUTIES

2.1 OFFICERS OF THE BOARD. (Revised 1/21/04)

The presiding officer of the Board is the Chairperson of the Board of Directors. The Chairperson, Vice Chairperson and Secretary shall, no later than the first meeting in December of each year, be elected by the Board of Directors and assume office January 1, (effective January 1, 2005). The Chairperson shall preserve order and decorum at regular and special meetings of the Board. The Chairperson shall state each question, shall announce the decision, shall decide all questions of order subject to an appeal to the Board. The Chairperson shall vote on all questions, last in order of the roll, and shall sign all ordinances and resolutions adopted by the District Board while the Chairperson presides. (see Section II-4.3)

In the event that the Chairperson is unable, for whatever reason, to fulfill his or her one-year term of office, the Vice-Chairperson shall succeed the Chairperson and the Secretary shall succeed the Vice-Chairperson. Section 2.3 below shall determine the filling of the Secretary vacancy. In any event, no Board Officer shall serve more than three (3) years in any one Board office (Chairperson, Vice-Chairperson, or Secretary).

2.2 CHAIRPERSON. (Revised 1/14/09)

The Chairperson shall take the chair at the hour appointed for the meeting and call the District Board to order. In the absence of the Chairperson, the Vice-Chairperson shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson, the Vice-Chairperson shall relinquish the chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, or the Vice-Chairperson when the Chairperson is absent, the Board Secretary shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson or Vice-Chairperson, the Secretary shall relinquish the Chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, Vice Chairperson or Secretary, members of the Board of Directors shall, by an order on the Minutes, select one of their members to act as temporary Chairperson. Upon the arrival or resumption of ability to act, the Chairperson or Vice-Chairperson shall resume the Chair, upon the conclusion of the business then pending before the Board. It shall be the duty of the

Chairperson to attend all meetings of the Bay Area Air Quality Management District Advisory Council.

2.3 VICE CHAIRPERSON.

If, for any reason, the Chairperson ceases to be a member of the Board, the Vice-Chairperson shall automatically assume the office of Chairperson and the Board Secretary shall automatically assume the office of Vice-Chairperson. If, for any reason, the Vice-Chairperson ceases to be a member of the Board, the Board Secretary shall automatically assume the office of Vice-Chairperson. In either eventuality, the Board Nominating Committee shall, upon the request of the Chairperson, make a recommendation at the Board meeting following such request to fill the office of Board Secretary. An election will then immediately be held for that purpose.

2.4 BOARD SECRETARY.

The Board Secretary shall be official custodian of the Seal of the District and of the official records of the District and shall perform such secretarial duties as may require execution by the Board of Directors. The Board Secretary may delegate any of these duties to the APCO, or to the Clerk of the Boards.

2.5 MEETING ROLL CALL.

Before proceeding with the business of the Board, the Clerk of the Boards shall call the roll of the members, and the names of those present shall be entered in the Minutes. The names of members who arrive after the initial roll call shall be noted in the Minutes at that stage of the Minutes.

2.6 QUORUM.

A majority of the members of the Board constitutes a quorum for the transaction of business, and may act for the Board.

2.7 OFFICER ROTATION.

It is intended that the positions of Chairperson, Vice Chairperson, and Board Secretary be rotated among the members in a manner to assure participation in the affairs of the District from a wide representation of the membership. In making its recommendations, the Nominating Committee shall take into account such factors as representation by those members appointed by Boards of Supervisors, those members appointed by City selection committees, those members from large counties, and those from small counties.

SECTION 3 BOARD OF DIRECTORS, ORDER OF BUSINESS

3.1 PUBLIC MEETING.

All meetings of the Board of Directors shall be open to the public, except when in a closed session as permitted by the Brown Act.

3.2 ORDER OF BUSINESS.

The following shall be the ordinary Order of Business for meetings of the Board of Directors:

- (a) Roll Call
- (b) Public Presentation
- (c) Approval of Minutes of previous meeting plus consent calendar
- (d) The agenda items as prepared by the APCO

- (e) Special items may be introduced by a Board Member with the consent of a three-fourths vote of the Board Members present, if the requirements of the Brown Act are satisfied.

3.3 READING OF MINUTES.

Unless a reading of the Minutes of a previous meeting is requested by a member of the Board, such Minutes may be approved without reading if the APCO has furnished each member with an advance copy thereof per Section I-1.5.

3.4 COMMUNICATIONS TO THE BOARD.

The Clerk of the Boards shall furnish to the members of the Board and to the APCO a synopsis of communications received for consideration by the Board up to twenty-four (24) hours prior to the time scheduled for the meeting. Later communications may be considered as new business.

SECTION 4 BOARD OF DIRECTORS, CONDUCT OF BUSINESS

4.1 ROBERT’S RULES OF ORDER.

Robert’s Rules of Order, Latest Edition, except where inconsistent with express provisions of law, this Code or other resolutions of the Board of Directors of the Bay Area Air Quality Management District, shall govern the conduct of meetings of the Bay Area Air Quality Management District Board of Directors.

4.2 MOTIONS.

A Director moving the adoption of an ordinance or resolution shall ordinarily have the privilege of closing debate thereon.

4.3 RECONSIDERATION.

A motion to reconsider any action taken by the Board of Directors may be made only on the day such action was taken or at the next succeeding regular or special meeting. It may be made either immediately during the same session or at a recessed or adjourned session thereof. It may be made only by a Director who voted on the prevailing side, but may be seconded by any member. It may be made at any time and have precedence over all other motions, or while a member has the floor, and shall be considered as is provided in Robert’s Rules of Order, Latest Edition. If such a motion is to be brought at a succeeding meeting the Director bringing the motion must notify the Chairperson or the Board Secretary at least ninety-six (96) hours in advance of the meeting.

4.4 SUBSTITUTE MOTION.

The Chairperson may, at his or her discretion, allow a substitute motion to take the place of a main motion pending before the Board if the Chairperson determines that the substitute motion clarifies and furthers the intent of the main motion and does not constitute a drastic deviation from the main motion. The Chairperson’s determination to allow a substitute motion may be overruled by a majority of the Board.

4.5 MINUTES - BOARD COMMENTS.

A Director may request through the Chairperson, the privilege of having an abstract of his statement on any subject under consideration entered in the Minutes. If the Board consents thereto, such statement shall be entered in the Minutes. The Director so requesting shall furnish the APCO and Clerk of the Boards, with an abstract or transcript of his statement.

4.6 ADDRESSING THE BOARD.

Persons who are not members of the Board of Directors desiring to address the Board shall first secure permission of the Chairperson to do so. The Chairperson shall ordinarily recognize for the purpose of address to the Board:

- (a) Persons who have addressed written communications to the District may be recognized in regard to the matters under discussion,
- (b) Persons who have made written request for permission to address the Board on any matter outlined in their request, and
- (c) Persons interested in matters under discussion who have appeared for the purpose of protest, petition, or other presentation.

4.7 CLOSE OF PUBLIC HEARING.

After a motion to close a public hearing has been made by a member of the Board, no person shall address the Board until the motion is disposed of.

4.8 PUBLIC PRESENTATIONS TO THE BOARD.

Each person addressing the Board shall step up to the speaker's podium, shall give his or her name and address in an audible tone of voice for the record, and, if appearing in a representative capacity, shall state the party represented or, if appearing in a professional capacity such as attorney-at-law or registered engineer, shall state that fact to the Board. Unless further time is granted by the Board Chairperson, remarks shall be limited as set forth in Section I-4.9. All remarks shall be addressed to the Board as a body and not to any individual member thereof. No person, other than members of the Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the Chairperson. No questions shall be asked of a member of the Board except through the Chairperson.

4.9 PRESENTATION TIME LIMITS. (Revised 2/15/2023)

Time limits for persons addressing the Board or a Board committee at a public meeting shall be established for each item on the meeting's agenda (including public comment on non-agenda matters) by the Director chairing the meeting.

4.10 DECORUM.

- (a) **By Directors.** While the Board of Directors is in session the members shall preserve order and decorum and shall not, either by conversation or otherwise, delay or interrupt the proceedings of the Board nor disturb any member while speaking, or refuse to obey the orders of the Board or its Chairperson, except as may be otherwise expressly provided.
- (b) **By Other Persons.** Any person making personal, impertinent, slanderous or indecorous remarks, or who shall become boisterous while addressing the Board, shall be barred by the Chairperson from further discussion before the Board unless permission to continue is granted by a majority vote.

4.11 SERGEANT-AT-ARMS.

At the request of the Chairperson of the Board, the APCO shall obtain the services of a Peace Officer to perform the duties of Sergeant-at-Arms at the meetings of the Board. Whenever necessary, additional Peace Officers may be employed to serve as assistant Sergeants-at-Arms.

SECTION 5 BOARD OF DIRECTORS, VOTING

5.1 VOICE VOTE.

The usual method of taking a vote is by voice; provided, however, that the Chairperson may, and when requested to do so by two (2) Directors, shall, take a vote by roll call.

5.2 ROLL CALL.

All ordinances, rules, regulations or amendments thereto and any matters involving the disbursement of money shall be adopted by roll call, except where a voice vote is declared by the Chairperson to be unanimous, and shall require the affirmative vote of the majority of the members of the Board. In addition, all proposals to settle any pending litigation in which the District is a defendant in a judicial action, whether approved in open session or in closed session, shall require the affirmative vote of the majority of the members of the Board.

5.3 CONFLICT OF INTEREST.

When one or more members determines that participation by the member(s) is prohibited by Section 87100 of the Government Code, because of the member(s) financial interest, the total membership of the Board shall be deemed to be reduced by the number of members prohibited from participation for the purpose of determining the number of affirmative votes required pursuant to Section I-5.2.

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

6.1 SPECIAL COMMITTEES.

All special committees shall be appointed by the Chairperson, unless otherwise directed by the Board.

6.2 STANDING COMMITTEES. (REVISED 2/15/23)

Standing Committees of the Board of Directors shall be the following:

- (1) Finance and Administration Committee, consisting of the Chairperson of the Board, who shall be Chairperson of the Committee, the Vice-Chairperson of the Board, the Board Secretary, the last past Chairperson, and up to seven (7) other Directors appointed by the Chairperson.
- (2) Legislative Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (3) Mobile Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (4) Community Equity Health and Justice Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (5) Stationary Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (6) The Chairperson shall be an ex-officio member of all Standing Committees of the Board of Directors.
- (7) Each Standing Committee shall have authority to make recommendations to the Board of Directors for action regarding matters within the scope of the Committee's jurisdiction. A standing committee may discuss but may not make recommendations to

the Board of Directors regarding issues outside of its jurisdiction and shall refer such matters to the appropriate committee. Except as specified in this Division or as otherwise specified by the Board of Directors, Standing Committees are not delegated decision-making authority.

- (8) In no event shall the number of members, including the Chairperson of the Board, appointed to a Committee, constitute a quorum of the Board of Directors.

6.3 ROTATION OF COMMITTEES.

The membership on committees shall ordinarily be rotated among the Counties so as to secure participation in the work of the District by as broad a representation as may be possible.

6.4 FINANCE AND ADMINISTRATION COMMITTEE. (REVISED 2/15/23)

The Finance and Administration Committee will consider and recommend policies of the District relating to the administration of the District's programs and activities, including but not limited to policies regarding finance, procurement, employment, salaries, working conditions, insurance, and the retaining of consultants. The Committee shall not have authority to authorize alter, change or reverse any policy established by the Board of Directors.

The Finance and Administration Committee will oversee and guide staff activities relative to short-range and long-range planning regarding the goals and objectives of the District. The Committee will recommend to the Board of Directors each year a long-range plan. In doing so, the Committee should review the goals and objectives and short- and long-range plans of the California Air Resources Board, to the extent that they are known. The Committee will use the long-range plan approved by the Board of Directors in reviewing and developing the budget each year.

The Finance and Administration Committee will assist in the preparation of the annual budget for the District and will present the annual budget with recommendations to the Board of Directors. At Budget review time each year, the Committee will evaluate District goals and objectives and will recommend to the Board of Directors any changes it determines are appropriate. The Committee shall not have authority to authorize the expenditure of any funds not appropriated in the budget adopted by the Board of Directors.

The Finance and Administration Committee will keep itself informed as to the work of the Advisory Council and Hearing Board, and of persons in the community who may be qualified to serve on the Advisory Council and Hearing Board. The Committee will recommend to the Board of Directors selection of such persons whenever vacancies may from time to time occur on the Advisory Council or Hearing Board.

The Finance and Administration Committee will consider and recommend updates or revisions to this Code as may from time to time become necessary.

The Finance and Administration Committee is the successor to, and performs all of the functions of, the Administration Committee, Budget & Finance Committee, Executive Committee and Personnel Committee as those committees existed prior to January 1, 2023. Any function assigned to the Administration Committee, Budget & Finance Committee, Executive Committee or Personnel Committee under this Code shall be performed by the Finance and Administration Committee.

6.5 [Reserved]

6.6 LEGISLATIVE COMMITTEE.

The Legislative Committee will consider and recommend legislative proposals for the District and consider and recommend a District position on all proposed legislation affecting the District. The Legislative Committee, in conjunction with District staff and the District

Legislative Advocate, will keep itself informed on pending legislative matters and will meet and/or confer with appropriate legislators as necessary.

6.7 NOMINATING COMMITTEE. (Revised 10/4/95)

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

6.8 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE. (Revised 7/7/21)

The Mobile Source and Climate Impacts Committee will consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, mobile source fuels and equity for impacted communities related to these sectors. The Committee will keep itself informed on actions or proposed actions by local, regional, state and federal agencies affecting air pollutant emissions from mobile sources.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and climate equity for impacted communities relative to mobile sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to mobile sources.

6.9 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE. (Revised 7/7/21)

The Community Equity Health and Justice Committee will advise the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment for all people of the Bay Area, regardless of race, ethnicity, age, gender identity, national origin, immigration status, ability or sexual orientation. The Committee will oversee staff efforts in developing policies for both internal and external operations, which impact the Bay Area. Internal operations include applying an equity lens to programs, policies, practices and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and continuous racial equity training. External operations include addressing disparities by applying an equity lens to Air District programs, policies, practices, and procedures. The Committee will prioritize traditionally marginalized and disinvested communities for investment opportunities to ensure communities highly impacted by air pollution receive program and policy prioritization.

The Committee will also recommend to the Board of Directors overall direction of the District's public engagement programs. In addition, the Committee hears proposals and makes recommendations to the Board of Directors regarding the selection of a contractor(s) to assist the District with aspects of the public engagement programs.

6.10 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.

The Stationary Source and Climate Impacts Committee will consider and recommend policies to the Board of Directors relating to stationary sources. The Committee shall recommend positions to the Board of Directors on stationary source policy issues affecting the implementation of the State and Federal Air Quality Management Plans and key planning policy issues such as federal and State Air Quality Management Plan development and air

quality and economic modeling. The Committee shall review and make recommendations to the Board of Directors regarding major stationary source programs including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Committee shall recommend to the Board of Directors positions concerning federal and state regulations that affect stationary sources. The Committee shall recommend policies to the Board of Directors for disbursement of supplemental environmental project grants.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and funding relative to stationary sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to stationary sources.

6.11 QUORUM FOR COMMITTEES. (Revised 12/6/06)

There is no quorum requirement for a Committee meeting to be held, except that, for the purpose of making a Committee recommendation to the Board of Directors, there is established a quorum of five (5) Committee members.

6.12 COMMITTEE PROCEDURE. (Revised 12/6/06)

- (a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.
- (b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

SECTION 7 ADVISORY COUNCIL

7.1 ACTIVITIES OF COUNCIL. (Revised 12/17/14)

- (a) The Advisory Council shall meet four (4) times each year.
- (c) The Advisory Council shall consider and report to the Board on specific matters which may be referred to the Council.

7.2 TERM OF OFFICE.

The terms of office for members of the Advisory Council are fixed by Health and Safety Code Section 40263.

7.3 LIMITS ON TERM OF OFFICE.

Effective with appointments for terms on the Advisory Council commencing on January 1, 1992, and thereafter, it is the policy of the Board of Directors that members with twelve (12) consecutive years of membership on the Council not be re-appointed to the Council, except that such members who were serving on the Council on the date of adoption of this policy may be appointed to one additional term. A member not re-appointed because of having served twelve (12) consecutive years on the Council shall again be eligible for appointment after an absence of two years from the Council.

7.4 EXPENSE REIMBURSEMENT. (Revised 12/17/14)

Members of the Advisory Council shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and meetings and public hearings conducted by the Board of Directors. Transportation, meals, lodging and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors provided that receipts are presented pursuant to Section II-5.6.

7.5 OTHER EXPENSES. (Revised 1/14/09)

Other expenses may be allowed after prior specific approval by a majority of the Board of Directors.

7.6 CLERK CERTIFICATION OF ATTENDANCE AND EXPENSES.

The Clerk of the Boards shall certify to the Director of Administrative Services the attendance and the expense reports of members of the Advisory Council.

SECTION 8 HEARING BOARD

8.1 RULES OF PROCEDURE.

The Hearing Board shall, from time to time, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and for the conduct of matters which may be submitted to it and which are not inconsistent with law.

8.2 EXPENSE REIMBURSEMENT. (Revised 10/04/00)

Members of the Hearing Board may be paid for actual and necessary expenses incurred by them in attending meetings of the Hearing Board, the Board of Directors, Advisory Council and public hearings conducted by the Board of Directors. Mileage, tolls, parking fees, meals and other incidental expenses will be allowed at the same rate as is allowed to the Directors provided that receipts are presented pursuant to Section II-5.6). They shall be allowed a per diem of one hundred dollars (\$100) for each day attending a meeting, other than meetings of the Hearing Board, when requested to do so by the Board or APCO. They shall be allowed a per diem of four hundred dollars (\$400) for each day attending meetings of the Hearing Board. The hearing Board Chairperson shall be allowed a per diem of four hundred fifty dollars (\$450) for each day attending meetings of the Hearing Board.

8.3 CLERK OF HEARING BOARD.

The Clerk of the Boards shall be ex-officio the Clerk of the Hearing Board to perform clerical duties for the Hearing Board and to keep and maintain its records.

8.4 CERTIFICATION OF ATTENDANCE AND EXPENSES.

The Clerk of the Hearing Board shall certify to the Director of Administrative Services the attendance and the expense reports of the members of the Hearing Board.

8.5 OTHER EXPENSES.

Other expenses may be allowed after prior specific approval of a majority of the Executive Committee or the Board.

8.6 LIMITS ON TERM OF OFFICE. (Revised 5/14/2014)

Effective with appointments for terms on the Hearing Board commencing on April 1, 2014, and thereafter, members with fifteen (15) consecutive years of membership on the Hearing Board shall not be re-appointed to the Hearing Board, without exception. A member not re-appointed because of having served fifteen (15) consecutive years on the Hearing Board shall again be eligible for appointment after an absence of three years from the Hearing Board.

SECTION 9 REGULATION ADOPTION

9.1 PUBLIC HEARING.

The Board of Directors shall not adopt, amend or repeal any rule or regulation without first holding a public hearing thereon. The vote necessary to adopt, amend or repeal a rule or regulation shall be as set forth in Section I-5.2

9.2 DOCKET FILES.

The APCO shall establish a file for each District rule and regulation which shall include the latest version of the text of the rule and regulation. These are to be known as the Docket Files and are to be regarded as the starting point for the record of any rule- making proceedings which may thereafter occur. Copies of any petitions received by the District from interested persons proposing the adoption, amendment or repeal of a regulation, shall be included in the appropriate Docket File.

9.3 PUBLIC HEARING NOTICE REQUIREMENT.

Notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation shall be given not less than 30 days prior thereto in accordance with the provisions specified in the Health and Safety Code for such notice, and by publication in each county of the District pursuant to Section 6061 of the Government Code.

9.4 NOTICE OF PUBLIC HEARING.

The published notice shall include the following information:

- (a) The time and place of the public hearing;
- (b) A brief description of the proposed action;
- (c) A statement that the full text of the regulatory language which is proposed to be adopted, amended, or repealed is available for public inspection at the District office during regular business hours; and
- (d) An invitation for the submission of written public comments to be submitted to the APCO by 5:00 p.m. on the second business day prior to the hearing. The notice shall include the name, address and telephone number of the APCO.

9.5 CONDUCT OF PUBLIC HEARING.

At the public hearing held to adopt, amend or repeal a rule or regulation, the Board shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, the written comments submitted pursuant to Section I-9.4(d) shall be made available to each Director. Following consideration of all relevant matters presented, the Board may adopt, amend, or repeal a rule or regulation unless the Board determines to make changes in the text originally made available to the public that are so substantial as to significantly affect the meaning of the proposed rule or regulation. The Board shall not take action on a changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting, and shall allow further statements, arguments and contentions either written, oral or both, to be made and considered prior to taking final action.

9.6 FINDINGS.

Before adopting, amending, or repealing a rule or regulation, the District Board shall make findings of necessity, authority, clarity, consistency, non-duplication and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

9.7 PUBLIC HEARING RECORDS.

The APCO shall maintain a file of the appropriate rule or regulation which shall be deemed to be the record for that rule-making proceeding. The file shall include the Docket File for the appropriate rule or regulation supplemented by the following:

- (a) Copies of published notices of proposed adoption, amendment, or repeal of the rule or regulation.
- (b) All data and other factual information, any studies or reports, and written comments submitted to the District in connection with the adoption, amendment or repeal of the rule or regulation. The District staff shall ascertain that this material includes all such material on which it relies to support any action which it has recommended to the Board.
- (c) The cost-effectiveness of the control measure and the direct costs expected to be incurred by regulated parties, including businesses and individuals as determined by the District.
- (d) The minutes of any public hearing by the Board in connection with the adoption, amendment or repeal of the regulation.
- (e) The text of the regulatory language as originally proposed to be adopted, amended or repealed, and the modified text, if any, that were made available to the public prior to the adoption.
- (f) A copy of the Board's resolution adopting the change in the rule or regulation.

9.8 RECORD OF ADOPTION.

Following adoption of a change in a rule or regulation, the APCO shall include the rule or regulation as it reads following such adoption in the Docket File.

SECTION 10 RECOGNITION OF EMPLOYEES' ORGANIZATIONS

10.1 GENERAL PROVISIONS.

- (a) It is the purpose of this article to promote full communication between the Bay Area Air Quality Management District and its employees regarding wages, hours, and other terms and conditions of employment. It is also the purpose of this article to promote the improvement of personnel management and employer-employee relations within the District by providing a uniform basis for recognizing the right of employees of the District to join organizations of their own choice and be represented by such organizations in their employment relationships with the District. Nothing contained herein shall be deemed to supersede the provisions of existing State Law and ordinances affecting the District.
- (b) Nothing in this article shall be interpreted as precluding or discouraging the discussion of any and all matters of mutual interest, at the appropriate level, to the end that there be full understanding and cooperation among the parties and that problems be resolved expeditiously.
- (c) Nothing in this article shall be interpreted as precluding or discouraging the District from requesting assistance or advice, whether from outside experts or otherwise, in situations deemed appropriate by the Board.
- (d) If, after meeting and conferring for a reasonable period of time, representatives of the District and the recognized employee organization or organizations fail to reach agreement, the District and the recognized employee organization or organizations

together may, but are not required to, submit any matters within the scope of representation to mediation and may make the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization or organizations.

10.2 REPRESENTATION.

- (a) Management and confidential employees shall not represent any employee organization which represents other than management and confidential employees of the District on matters within the scope of representation.
- (b) Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees.

10.3 REGISTRATION PROCEDURE PRIOR TO RECOGNITION.

- (a) No employee organization shall have rights under this article unless and until it has been registered with the District through the Employee Relations Officer. Employee organizations, having been registered, shall thereafter report in writing to the Employee Relations Officer any changes in the facts submitted in the registration within thirty (30) days of the occurrence of the change.
- (b) The registration shall consist of:
 - (1) the name and address of the employee organization;
 - (2) a list of the officers and principal representatives of the employee organization and a list of designated representatives authorized by the employee organization to act for it in matters within the scope of representation;
 - (3) a statement that the employee organization includes employees within its membership;
 - (4) a statement that the employee organization has, as one of its primary purposes, the function of representing employees in their relations with the District.
 - (5) the designation of two or more persons and their addresses to whom notice, sent by United States mail, or to a specific place at the District office, will be deemed sufficient notice on the employee organization for any purpose; and
 - (6) a statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

10.4 PROCEDURES FOR ESTABLISHING REPRESENTATION UNITS.

- (a) Representation units shall be established by the Board following submission of requests as hereinafter set forth. The decision of the Board shall be binding on all parties for the period established in Section I-10.4(f).
- (b) The APCO shall make a recommendation to the Board concerning proposed representation units for the District. No District employee shall be included in more than one representation unit. Management and confidential employees shall not be included in a representation unit containing classifications of non-management and non-confidential employees. The Employee Relations Officer shall be guided by the policy of the Board that any single representation unit shall encompass as many position classifications as possible consistent with the full use by employees of the privileges of organization and representation established by this article. Within the limits of this policy, criteria used in recommending representation units may include, but shall not be limited to, such factors as community of interest among employees and

the general field of work. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have previously organized.

- (c) Employees or employee organizations may request of the Board the establishment of a particular representation unit by listing classifications and positions to be included and submitting a petition signed by at least thirty percent (30%) of the full-time regular and probationary employees within the proposed representation unit.
- (d) The Employee Relations Officer shall verify all petitions and, upon verification, shall within ten (10) working days give notice to the employees within the proposed representation unit of the contents of the petition.
- (e) Employees within the proposed representation unit shall have ten (10) working days from the date of notification to submit petitions requesting changes in the proposed representation unit. Such petitions must be signed by at least thirty percent (30%) of the employees within the proposed modified representation unit.
- (f) Petitions for changes in representation units may be submitted not sooner than two (2) years following designation of the representation unit by the Board, except that in the event that the end of such two-year period shall occur during the months of April, May, or June of any year, such petitions may be submitted on or after December 1 of the preceding year.
- (g) For the purpose of this chapter, only full-time regular and full-time probationary employees shall be eligible to sign petitions for the establishment of representation units

10.5 CERTIFICATION AND DE-CERTIFICATION AS A RECOGNIZED EMPLOYEE ORGANIZATION. (Revised 8/6/94)

- (a) An employee organization shall be considered for certification as a recognized employee organization by the Board, through the Employee Relations Officer, following the submission of a request for recognition accompanied by, or in the form of, a petition indicating that at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (b) The Employee Relations Officer shall verify each petition and, following verification, shall within ten (10) working days give notice to all employees within the proposed or existing representation unit and all employee organizations of the contents of the request.
- (c) Any other employee organization seeking certification as a recognized employee organization to represent the employees of a proposed or existing representation unit for which a request has been submitted and verified pursuant to Sections I-10.5(a) and (b) may, within ten (10) working days of the date of notice given pursuant to Section I-10.5(b), request the Board through the Employee Relations Officer for recognition accompanied by, or in the form of, a petition indicating at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (d) If the request for recognition shows a proof of employee approval of thirty percent (30%) of the employees within the unit and no challenging petition is filed within ten (10) working days following the date of notice, or, if two or more requests are filed, the Employee Relations Officer, upon verifying all petitions, shall cause a secret election to be conducted or supervised by an agency independent of the District. All the employees of the representation unit shall be given the opportunity to choose among the petitioning employee organizations and no organization. Full-time employees

within the representation unit on the payroll immediately preceding the election shall be entitled to vote.

- (e) The Board shall officially certify as the recognized employee organization the organization, if any, receiving a majority of such ballots cast. If a majority of such ballots cast is for no organization, the Board shall certify that no recognized employee organization represents the employees within the representation unit. If none of the choices on the ballot receives a majority of the ballots cast, a run-off election shall be held between the choices receiving the two highest number of votes. The Board shall certify as the recognized employee organization for the representation unit the choice receiving the most votes in a valid election, or shall certify that no recognized employee organization represents the employees within the representation unit. For any election provided for in this article to be valid, at least fifty percent (50%) of the eligible voters must vote. The Board shall make its official certification within fifteen (15) working days of the official notification of the election results.
- (f) A request for de-certification of a recognized employee organization or for the certification of an employee organization other than the organization currently certified must be accompanied by, or, in the form of, a petition executed by at least thirty percent (30%) of the employees within the representation unit. The Board may also initiate a de-certification petition where, because of substantial changes in District functions, organizational structure, or job classifications within the representation unit, it appears that the recognized employee organization no longer retains significant support among employees within the representation unit. No de-certification petition under this section shall be filed earlier than two (2) years following certification of the recognized employee organization or earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of the period of time covered by an agreement or memorandum of understanding. The provisions of Section I-10.5(b) and (c) shall apply to a proceeding under this section. The Employee Relations Officer shall cause a secret election to be conducted or supervised by an agency independent of the district wherein the employees within the representation unit on the payroll immediately preceding the election shall be entitled to vote. The recognized employee organization shall be de-certified or changed by the Board only if a majority of those casting valid ballots in an election vote for de-certification or change.
- (g) For the purpose of Section I-10.5(a) through (h), only full-time regular and full-time probationary employees shall be eligible to sign representation petitions or to vote in representation elections.
- (h) Requests for certification as a recognized employee organization may be submitted not sooner than one (1) year following the certification that the representation unit shall not be represented by a recognized employee organization.

10.6

MEETINGS.

- (a) The Employee Relations Officer, and/or others as designated by the Board or APCO, shall meet and confer with representatives of recognized employee organizations on matters within the scope of representation. The recognized employee organizations shall be advised of the name and address of the Employee Relations Officer.
- (b) It is in the interest of the District and of recognized employee organizations that the annual meet and confer process on the subject of salaries, fringe benefits and conditions of employment be brought to a mutually agreeable conclusion prior to that time when the Board adopts its annual budget for the District, which normally takes place in June. In order to meet this goal, the representatives of the District and of the recognized employee organization or organizations shall endeavor to adhere to the following schedule for the conduct of the annual meet and confer process.

- (c) By February 15 of each year, the APCO shall designate three management employees to serve with the Employee Relations Officer as the Board's designated representatives in that year's meet and confer process. The APCO shall designate one of these individuals to serve as chief negotiator.
- (d) During the month of February of each year, the members of the recognized employees organization or organizations should confer among themselves in order to agree upon a list of issues within the scope of representation which the members of the recognized employee organization or organizations wish to address in the course of that year's meet and confer process. In addition, management representatives shall meet and confer among themselves in order to agree upon a list of issues to be addressed in the course of that year's meet and confer process. To the extent practicable, this list shall be drafted in the form of proposed language changes to the then existing memorandum of understanding between the District and the recognized employee organization. These lists should be exchanged by no later than the end of February of each year.
(Revised 9/6/95)
- (e) The Board's designated representatives shall meet with the designated representatives of the recognized employee organization or organizations at a mutually acceptable time as soon as possible after the submission of each employee organization's list of issues.
- (f) The APCO shall present the matters set forth in each employee organization's list of issues to the full Board at a closed session to be held at the second regularly scheduled Board meeting in March. At this session, the Board shall instruct its designated representatives as to the Board's position on the issues to be addressed during that year's meet and confer process including any issues raised by the Board or by management.
- (g) Beginning in April of each year and until the meet and confer process is concluded, each regularly scheduled Board meeting shall have agenda'd a brief closed session in order for the designated representatives to update the Board on the progress of that year's meet and confer process and, if necessary, to enable the Board to modify its instructions to its designated representatives concerning the subjects at issue.
- (h) To the extent practicable, the designated representatives of the Board and of the recognized employee organization or organizations shall meet as often as necessary during the course of the meet and confer process. The parties shall endeavor to bring the meet and confer process to a mutually agreeable conclusion by the first scheduled Board meeting in June.
- (i) The purpose of the meet and confer process is to promote an amicable resolution of issues within the scope of representation. This purpose is best served by following the procedures outlined above. For this reason, it is the view of the Board that the spirit of good faith and mutual obligation which the meet and confer process is intended to foster would be compromised if any recognized employee organization, its officers or designated representatives, or the designated representatives of the Board, were to circumvent these procedures or deviate from the meet and confer process with respect to any matter which is the subject of an on-going meet and confer process.
- (j) The District staff will furnish any recognized employee organization, on request, with sufficient data on wage rates, job classifications and related matters to enable the recognized employee organization to bargain understandingly and to prepare for meet and confer sessions.
- (k) If after a reasonable period of time, the representatives of any recognized employee organization and the designated representatives of the Board fail to reach agreement concerning any subject matter at issue during an on-going meet and confer process, the Board and the recognized employee organization together may agree upon the

appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization.

- (l) The procedures outlined in Section I-10.6(b) are intended to apply to issues within the scope of representation which are normally addressed in connection with the District's annual budget process. In the event that other issues within the scope of representation arise outside of the time frame outlined in Section I-10.6(b), either the affected recognized employee organization or organizations, or the Employee Relations Officer, may request in writing that the designated representatives of each party meet and confer concerning said issue or issues. The designated representatives of each affected party shall meet at a mutually acceptable time as soon as possible thereafter concerning the issue or issues specified in said written request.
- (m) All meetings shall occur at District facilities, unless otherwise mutually agreed.
- (n) If the subject of a meeting affects more than one representation unit, a joint meeting will be held with all of the recognized employee organizations affected.
- (o) If agreement is reached, the participants shall jointly prepare and sign a written memorandum of such understanding, which shall be presented to the Board for determination and shall not be binding until approved by the Board.
- (p) Unless otherwise mutually agreed, no more than four (4) District employees, who are representatives of each recognized employee organization, shall be granted reasonable time off without loss of compensation or other benefits when formally meeting and conferring with designated Board representatives on matters within the scope of representation.
- (q) Timely requests in writing for reasonable time off for the purpose of Section I-10.6(p) shall be submitted to the employee's department head or his/her designated representative. Such requests shall include:
 - (1) the name of the employee;
 - (2) the name of the organization represented;
 - (3) the time, place, nature and estimated duration of the meeting.Any such request may be denied by the department head on the basis of an operational emergency, the existence of which shall be reported by the department head to the Employee Relations Officer, who shall then contact the representative of the recognized employee organization, so that the meeting may be re-scheduled, if the recognized employee organization so desires.
- (r) Except in cases of emergency as provided in Section I-10.6(s), the Employee Relations Officer shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board and shall give such recognized employee organization an opportunity to meet with the Employee Relations Officer of the District.
- (s) In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

10.7

ACCESS TO EMPLOYEES DURING WORKING HOURS.

- (a) Any authorized representative of an employee organization seeking recognition under this article has the right to contact individual employees working within the proposed or existing representation units in District facilities during business hours on matters within the scope of representation, except on matters outlined in Section I-10.7(c) below, providing prior arrangements have been made for each such contact with the department head or his/her designated representative, who shall grant permission for such contact if it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public or by disturbance to others, the department head shall have the right to make other arrangements for a contact location removed from the work area.
- (b) Meetings of representatives of employee organizations seeking recognition under this article and a group of employees shall not be permitted during working hours. The Employee Relations Officer or his/her designated representative may, upon timely application, allow meetings of a representative of an employee organization seeking recognition and a group of employees during the lunch period in District facilities and at convenient dates.
- (c) No contacts shall be permitted during working hours with employees regarding membership, collection of moneys, election of officers, or other similar internal employee organization business.
- (d) Unless otherwise agreed, employees or representatives of employee organizations shall not be permitted to attend meetings or conferences called by District personnel concerning matters arising out of the normal course of District activities.

10.8

AGENCY SHOP. (Revised 8/6/94)

- (a) The District shall deduct and transfer to the Association dues for members of the Association and agency fees for non-member probationary and regular employees who are in job classifications which are non-management and non-confidential.
- (b) Within thirty (30) days from the date of hire any employee who is in a non-management and non-confidential classification may become a dues paying member of the Association or, subject to subsection (e) below, shall thereafter pay an agency fee, in an amount equal to the Employee Association's dues, to the Association. **(Revised 9/6/95)**
- (c) Dues and agency fees shall be withheld by the District twice monthly, and shall be transferred monthly with an itemized statement to the Association member designated in writing as the person authorized to receive such funds, at the address specified.
- (d) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing after such submission.
- (e) No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC).

10.9 CONSTRUCTION OF SECTION I-10. (Renumbered 8/6/94)

- (a) Nothing in this section shall be construed to deny any person, organization, or employee any rights granted by federal, state, or local law or charter provision.
- (b) The provisions of this section are intended to be consistent with the provisions of Article 10, Division 4, Title I (Section 35, et seq.) of the Government Code of the State of California.
- (c) If any provision of this section or the application of such provision to any person, organization, employee or circumstance shall be held to be invalid, the remainder of section or the application of such provision to person, organization, employees, or circumstances other than those being held invalid shall not be affected thereby.
- (d) Subject to the limitations pertaining to representation units contained in Section I-10.4(b), nothing contained herein shall be construed to prohibit two (2) or more employee organizations from acting jointly, as a single organization, to register, to petition for a representation unit, or to petition for certification as a recognized employee organization, and if certified, to represent the employees within the representation unit.
- (e) It is recognized that the provisions of this article may require amendments from time to time. The Board, through the APCO, shall consult with employee organizations prior to enacting any such amendments.

SECTION 11 GUIDELINES FOR RECORDS MANAGEMENT AND ACCESS

11.1 RECORDS MANAGEMENT POLICY. (New 2/3/10)

- (a) It is the policy of the Bay Area Air Quality Management District to identify, maintain, safeguard, and dispose of records in the normal course of business; to ensure prompt and accurate retrieval of records; and, to ensure compliance with legal and regulatory requirements.
- (b) District records shall be maintained as electronic records to the extent feasible and reasonable. Electronic records shall be created, stored, and maintained in accordance with standards adopted or recommended by the California Secretary of State pursuant to Government Code Section 12168.7.
- (c) Retention and disposal of records shall be governed by the provisions of Government Code Sections 60201 and 60203 and the provisions below in Sections I-11.3 and I-11.4.
- (d) The APCO is authorized by the Board of Directors to interpret and implement this policy, and, in order to ensure the efficient operation of the District in compliance with all legal requirements, to retain and destroy records in accordance with this policy.

11.2 DEFINITIONS. (New 2/3/10)

- (a) Duplicate record – Means a record that is produced by the same impression as the original, or from the same matrix, or by any other technique that accurately reproduces the original in a manner that complies with Government Code Section 60203, subdivisions (a)(1), (a)(2), and (a)(3).
- (b) Electronic record – Means a record created or reproduced in any medium by means of any system requiring the aid of electronic technology to make the record readable or otherwise comprehensible by ordinary human sensory capabilities.

- (c) Original record – Means a record prepared in the first instance or any counterpart intended to have the same effect by a person executing or issuing it. If data are stored in a computer or similar device, any printout or other output readable by sight shown to reflect the data accurately is an “original.”
- (d) Public Record – Means any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by the District, regardless of physical form or characteristics.
- (e) Record – Means, pursuant to Government Code Section 60201, a “writing” as defined by Government Code Section 6252, subdivision (f), i.e. any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.
- (f) Retention Period – The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function as specified in the record retention schedule developed in accordance with Section I-11.3.

11.3 RETENTION PERIODS. (New 2/3/10)

- (a) Pursuant to Government Code Section 60201, the APCO shall create and periodically revise a record retention schedule that classifies all of the District’s records by category and establishes a retention period for each category.
- (b) Pursuant to Government Code Section 60201, the Board of Directors shall adopt by resolution the record retention schedule and any revisions to the schedule.

11.4 DESTRUCTION OF RECORDS. (New 2/3/10)

- (a) Except as provided in Section I-11.4(b), a record may be destroyed if:
 - (1) The retention period for the record has passed; or
 - (2) The record is not expressly required by law to be filed and preserved in the format or medium in which it exists, and a duplicate record is retained.
- (b) In no instances is a record to be destroyed if there is a continuing need for the record for such matters as pending litigation or special projects, or if the record falls within one of the categories listed in Government Code Section 60201, subdivision (d).
- (c) The destruction of records pursuant to Section I-11.4(a)(1) shall occur as soon as possible after the retention period has passed.
- (d) The destruction of records pursuant to Section I-11.4(a)(2) may be carried out at any time provided the retained duplicate records comply with the provisions of Government Code Section 60203, subdivisions (a)(1), (a)(2), and (a)(3), which require that:
 - (1) The record, paper, or document is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with Government Code Section 12168.7 for recording of permanent records or nonpermanent records.
 - (2) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one that accurately reproduces the original thereof

in all details and that does not permit additions, deletions, or changes to the original document images.

- (3) The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

11.5 DISCLOSURE POLICY.

It is the policy of the Bay Area Air Quality Management District that all records not exempted from disclosure by state law shall be open for public inspection with the least possible delay and expense to the requesting party. Additionally, unless otherwise prohibited by law, the District may authorize disclosure of those records identified in Section 6254 of the Government Code where the District determines that such disclosure would benefit the public interest.

11.6 DISCLOSURE PROCEDURE.

- (a) A request to inspect public records in the custody of the District need not be in any particular form, but it must describe the records with sufficient specificity to enable the District to identify the information sought. Records requests should be in writing, and should include the following information:
 - (1) Name, address and plant number of the subject of the request
 - (2) Date range for records to be reviewed
 - (3) Types of records to be reviewed, e.g., complaints, violation notices, permits or variances
 - (4) Type of copies requested, e.g., photocopy, microfiche or printout
- (b) A request to inspect public records should be addressed to the, Enforcement Services Section, Attention: Records Section, Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, California 94105. Telephone inquiries should be directed to (415) 749-4784.
- (c) Except as provided in sub-section (d) below, the District shall make available the records requested, as provided in Section I-11.1 above, within a reasonable period of time after the date of the request. If, for good cause, the information cannot be made available within a reasonable period of time, the District will notify the requesting person of the reasons for the delay and when the information will be available.
- (d) Within a reasonable period of time after receipt of a request to inspect public records, the District shall advise the requesting person of the following facts when appropriate:
 - (1) The location at which the public records in question may be inspected, and the date and office hours during which they may be inspected.
 - (2) If copies of the public records are requested, the cost of providing such copies, if any.
 - (3) Which of the records requested, if any, have been labeled pursuant to Section 6254.7 of the Government Code as "trade secret" and are not public records.
 - (4) The specific reason why the records cannot be made available, if such is the case. Reasons for unavailability may be, but are not limited to, the following: the records are exempt from disclosure by state law; the records cannot be identified from the information contained in the request; the records do not exist; the District has determined pursuant to Section 6255 of the Government Code that on the facts of the particular case the public interest served by not making the record public clearly outweighs the public interest served by disclosure of

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the records; or the records in question are not in custody of the District. In the latter situation the District shall, if possible, notify the requesting party of the entity most likely to have custody of the records requested.

11.7 TRADE SECRETS.

Under the provisions of Government Code Section 6254.7, trade secrets will not be disclosed if the following procedure is followed:

- (a) The company whose records are requested may, within fourteen (14) days following notification, identify in writing any material which it claims to be a trade secret as defined in Government Code Section 6254.7 (c), and state the grounds on which the claim is based;
- (b) The claim and grounds will be forwarded to the person seeking disclosure and;
- (c) If the person seeking disclosure notifies the District that disclosure is still desired within five (5) days of receipt of the company's written claim of trade secret, the company will be given ten (10) days notice to apply for a judicial determination that the material in question may or may not be disclosed; however if no such judicial relief is applied for within the ten (10) day period, the material in question will be disclosed.

11.8 REVIEW PROCEDURES FOR DISTRICT DOCUMENTS.

- (a) General Policy

Documents provided to the public must be reviewed for quality and accuracy in content. Any technical reports, technical memoranda and data shall be treated as preliminary until a formal quality assurance review is complete. For most documents, this review shall be carried out by the author's supervisor, division director, DAPCO and APCO, in that order.

Until the review process has been completed, documents shall be stamped "PRELIMINARY" or "DRAFT", preferably on each page. Such documents shall not be public records, and shall not be cited, quoted or distributed outside the District without "DRAFT-DO NOT QUOTE OR CITE" on each page

- (b) Draft Technical Reports - Peer Review

Drafts of technical reports and technical memoranda generated by District personnel including but not limited to technical reports, abstracts, journal articles and conference papers are often subjected to peer review for accuracy and content by technical experts outside the District. The limited release of a draft or preliminary report for peer review shall not waive the draft or preliminary nature of the report, and the draft or preliminary report shall not be cited, quoted or distributed outside the District other than to those conducting the peer review. Such documents shall be stamped "PRELIMINARY" or "DRAFT" and "DISTRIBUTED FOR PURPOSES OF PEER REVIEW ONLY" on each page.

- (c) Documents Intended for Internal Use Only:

Documents intended for internal use only shall include a disclaimer on the cover page that states: "THIS IS A TECHNICAL REPORT INTENDED FOR INTERNAL DISCUSSION ONLY. THIS REPORT DOES NOT REPRESENT DISTRICT POLICY AND IS NOT INTENDED FOR PUBLIC RELEASE. DO NOT CITE OR QUOTE."

- (d) District Policy Regarding Technical Papers Written by District Employees:

The procedures set forth in this Section shall apply to all abstracts, journal articles, reference papers and technical reports prepared by District employees within the scope of their employment. Nothing herein is intended to prohibit District employees from

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publishing articles or delivering papers which may not reflect the policy of the District provided the work is done on the employees own time. However, any such paper, article or report prepared by a District employee outside the scope of his or her employment which has not been subjected to the review process provided for in this Section shall not be a District document, and the employee shall not represent the article or paper as such. Moreover any such paper shall include an explicit disclaimer that the article or paper does not reflect the views or policy of the Bay Area Air Quality Management District.

SECTION 12 COMMUNICATIONS WITHIN THE ORGANIZATION

12.1 COMMUNICATION POLICY.

The policy of the District is to inform all employees promptly and fully of policy plans and changes which relate to or affect their work. The APCO, through each Division Director, is responsible for developing effective communication with all employees. The Personnel Section will prepare "Employee Bulletins" to inform employees of significant developments within the District, including policy changes and other pertinent matters.

12.2 WRITTEN COMMUNICATIONS.

Memoranda between or within Divisions should be addressed specifically to those concerned. The APCO will receive an information copy of Divisional memoranda relating to policy within a Division. Memos shall be dated.

12.3 BULLETIN BOARDS.

Bulletin boards will be maintained on each business floor of the District for announcements, recruitment bulletins and other communications for the information of all District employees. District bulletin boards are for District employees. District bulletin boards are for District business only. The Employees' Association will be allowed use of bulletin boards.

12.4 CONFERENCE PARTICIPATION.

Employees of the District may, with the prior approval of the APCO, or with the Chairperson of the Board in the case of the APCO, attend meetings, conventions, and conferences of specialists, on District time and payroll, within or without the State, at their own expense. In granting approval, the APCO, or the Chairperson of the Board in the case of the APCO, will be guided by whether attendance is apt to increase their professional competence in fields for which they are employed by the District.

12.5 LITIGATION.

From time to time the District and its officers are parties to law suits involving a wide range of factual and legal questions. When an action has been formally commenced (filed with a court and properly served), contacts between the parties are to be made through counsel. Employees are not obliged to speak to any person outside of the District staff regarding pending litigation involving the District. The exception to this rule is the situation in which proper discovery procedure (notice of deposition, interrogatories, requests for admissions) has been followed.

The District Legal Division should be advised of any and all inquiries addressed to an employee by any party or attorney involved in a legal action to which the District is a party.

SECTION 13 COMMERCIAL SOFTWARE POLICY

13.1 LICENSE AGREEMENTS.

All employees shall use software only in accordance with its license agreement. Unless otherwise stated in the license agreement, any duplication of copyrighted software, except for backup or archival purposes, is prohibited. The following points are to be followed to comply with software license agreements:

- a) No employee shall give software to anyone outside the District.
- b) With the exception of software covered by a multi-user site license, all software manuals shall contain the software serial number and shall be maintained in the immediate vicinity of the computer system where the software is installed.
- c) All software used by the organization on District computers will be purchased through appropriate procedures, except as follows: an employee may install software which the employee has legitimately purchased on a single computer system which has been provided by the District for the employee's exclusive use provided that, prior to installation:
 - 1) The employee presents the software to the Information Systems Section (ISS) for a virus scan,
 - 2) The installation and use of the software do not violate the applicable license agreement for that software.

13.2 TELECOMMUTING.

An employee who is participating in an approved telecommuting program may also install software which the District has provided on a District computer system for that employee's exclusive use, on the employee's home computer system provided that:

- a) The employee notifies ISS prior to installation.
- b) The installation and use of the software do not violate the applicable license agreement for that software.
- c) The employee agrees to remove the software when the employee leaves the District or is no longer participating in an approved telecommuting program.

13.3 DATABASE OF SOFTWARE.

ISS will maintain a database of the software products installed on District computer systems and District-provided software installed on employees' home computer systems. ISS may conduct periodic audits of District computer systems to ensure compliance with District policy.

SECTION 14 AMENDMENTS TO ADMINISTRATIVE CODE

14.1 AMENDMENT MECHANISM.

This Administrative Code may be amended at any meeting by a vote of a majority of the members of the Board of Directors provided notice of such amendment has been given at a preceding regular meeting.

SECTION 15 NON DISCRIMINATION POLICY (New 10/19/2016)

15.1 POLICY

Accessibility and Non-Discrimination Policy: The Bay Area Air Quality Management District (BAAQMD) 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 BAAQMD's policy to provide fair and equal access to the benefits of a program or activity administered by BAAQMD. BAAQMD 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 BAAQMD. Members of the public who believe they or others were unlawfully denied full and equal access to a BAAQMD program or activity may file a discrimination complaint with BAAQMD under this policy. This non-discrimination policy also applies to other people or entities affiliated with BAAQMD, including contractors or grantees that BAAQMD 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 BAAQMD 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 a BAAQMD program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at www.baaqmd.gov/accessibility to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the BAAQMD Non-Discrimination Coordinator, (415) 771-6000 or visit www.baaqmd.gov/accessibility for more information.

15.2 COMPLAINT PROCEDURE

The complaint procedure has four steps:

1. Submission of Complaint:

A person who believes that he or she or a specific class of persons has, on the basis of any protected class, been excluded from or denied the benefits of, or been subjected to discrimination under, any program or activity of the Air District may file a written complaint with the Non-Discrimination Coordinator for the Air District. Such complaint must be filed within 180 calendar days after the date the person believes the discrimination occurred. See the [Discrimination Complaint form](#) (277 k PDF, 2 pgs).

2. Referral to Review Officer:

Upon receipt of the complaint, the Non-Discrimination Coordinator will appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint, in consultation with the District Counsel. The staff review officer(s) will complete their review no later than 60 calendar days after the date the Air District received the complaint using a preponderance of the evidence standard. If more time is required, the Non-Discrimination Coordinator will notify the complainant of the estimated time for completing the review. Upon completion of the review, the staff review officer(s) will make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the Air District's processes as they

relate to the Non-Discrimination Policy and environmental justice, as appropriate. The staff review officer(s) will forward their recommendations to the Non-Discrimination Coordinator for review. The Non-Discrimination Coordinator will issue the Air District's written response to the complainant.

3. Appeal:

If the complainant is dissatisfied with the response, the complainant may request an appeal, in writing, to the Executive Officer/Air Pollution Control Officer within 10 calendar days after receipt of the response. The request for appeal should explain any items the complainant feels were not addressed by the Non-Discrimination Coordinator. The Executive Officer/Air Pollution Control Officer will notify the complainant within 10 calendar days whether the request for appeal has been accepted or rejected.

4. Re-Evaluation:

In cases where the Executive Officer/Air Pollution Control Officer agrees to reconsider the matter, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2, above.

Division II

Fiscal Policies & Procedures

SECTION 1 TREASURER

1.1 SAN MATEO COUNTY TREASURER.

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Bay Area Air Quality Management District and shall have the duties imposed by law.

SECTION 2 DISTRICT AUDIT

2.1 ANNUAL AUDIT. (10/15/03)

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the District to make an annual audit of the accounts and records of the District. The minimum requirements of the audit shall be as prescribed by the State Controller and Comptroller General of the United States according to the Single Audit Act Amendments of 1996, Budget Circular 133, Statement on Auditing Standards No. 63, Government Accounting Standards Board Statement 34, and shall conform to generally accepted auditing standards. A report thereof shall be filed with the County Auditor of each of the counties within the District's jurisdiction, the State Controller's Office, the U. S. Environmental Protection Agency, and a copy of the report shall be filed with the Board of Directors, within twelve months of the end of the fiscal year under examination.

SECTION 3 FISCAL PROCEDURES

3.1 BUDGET PROCEDURE.

Not later than the 15th day of January of each calendar year, the APCO shall start the preparation of a tentative budget for submission to the Board of Directors.

3.2 COMPLIANCE WITH GOVERNMENT CODE. (Revised 10/15/03)

Pursuant to Health and Safety Code Section 40276, the Budgetary procedures for the Bay Area Air Quality Management District shall comply as nearly as possible with the provisions of Chapter 1, Division 3, Title 3, of the Government Code (County Budget Act). On or before the first regular meeting in May, the APCO shall deliver a proposed budget to the Board of Directors pursuant to Section 29064 of the Government Code. The Board shall refer the proposed budget to the Budget and Finance Committee and, when applicable, to the Personnel Committee. The Committees shall consider the proposed budget and report to the Board of Directors at the Public Hearing held pursuant to Section 29080 of the Government Code.

3.3 ACCOUNTS TRANSFER. (Revised 10/15/03)

- (a) The APCO may make budget transfers between any accounts by notifying the Director of Administrative Services in writing of each such change. This transfer provision does not apply to the transfer of personnel from one program to another or from one expenditure class to another, which will require Board notification.

- (b) Whenever the APCO transfers a position from one program to another, the APCO may also transfer the pertinent funds from permanent salary accounts (and accounts for related benefits). Each such transfer shall be reported by the APCO to the Board of Directors at the next regular Board meeting.
- (c) A Division Director may transfer funds from any account in one program managed by that Director's Division to any account, except permanent salaries, in another program within the same Division, by notifying the Director of Administrative Services in writing of such a transfer, subject to the following restrictions:
 - (1) Total cumulative transfers made pursuant to this subsection to or from either account have not exceeded \$50,000 within the fiscal year.
 - (2) The funds being transferred have not been encumbered.
 - (3) Prior written approval has been granted by the APCO.
- (d) A Program Manager may make transfers between any accounts within that program except permanent salaries by notifying the Director of Administrative Services in writing of such a change, subject to the following restrictions.
 - (1) Total transfers made pursuant to this subsection to or from each account have not exceeded \$20,000 within the fiscal year.
 - (2) The funds being transferred have not been encumbered.
 - (3) The change shall be reported to the Division Director.
- (e) All other transfers of funds require advance Board approval.

3.4 PAYMENT OF CLAIMS.

Claims for items for which funds have been budgeted, or for which authorized adjustments in the budget have been made, shall be made by demand for a check approved by the APCO and directed to the Director of Administrative Services. Such claims shall be supported by such vouchers or other supporting material as may be required by the Director of Administrative Services to establish and identify the claim, the budget item, the delivery of the goods or services, and the justification according to good accounting practices of the payment of the claim. Claims for other items, which have not been budgeted or for which authorized budget adjustments have not been made, shall be presented by the APCO to the Board of Directors at the next succeeding meeting of the Board. Claims involving tort liability of the District, its officers or employees, or un-liquidated claims shall be referred to the District Counsel for recommendation to the APCO and submitted to the District's insurance carrier.

3.5 REFUND OF MONEY.

Any monies paid to the District may be refunded as hereinafter set forth, provided that such payment was made by reason of:

- (a) Duplicate payment.
- (b) Payment made in excess of the actual amount due.
- (c) Payment erroneously collected by reason of a clerical error of the District.
- (d) Payment made less than that required by law and for which no performance may, of a consequence, be had.
- (e) Refund of payment made when request for refund is made prior to any official act and is for an amount justly due.

Claims for refund shall be presented and filed with the District within one year after the claim accrued.

Claims for refund shall be itemized, shall be presented by the claimant or a person acting on behalf of the claimant, and shall show the matters required in Section 711 of the Government Code.

Such claim shall be made under penalty of perjury as provided in the Code of Civil Procedure Section 2015.5 and shall be made by the person or authorized agent or guardian or the person who paid the money, or in case of death, by the executor, executrix, administrator, or administrative of that person's estate.

3.6 APPROVAL OF REFUND CLAIM.

The APCO shall act on the claim in one of the following ways:

- (a) If it is found that the claim is a proper charge against the District for any of the reasons cited in Section II-3.5(a) through (e), the APCO shall allow the claim. Otherwise, the claim shall be denied.
- (b) If it is found that the claim is a proper claim against the District but is for an amount greater than is justly due, it shall be rejected as to the balance. If the claim is allowed in part and rejected in part, the claimant may be required to accept the amount allowed in settlement of the entire claim.
- (c) Claims less than fifty thousand dollars (\$50,000), shall be processed by the Director of Administrative Services, claims fifty thousand dollars (\$50,000) or greater, shall be submitted to the APCO with a recommendation from the Director of Administrative Services for final action. Rejected claims shall be submitted to the Board of Directors, with a recommendation from the APCO, for final disposition
- (d) Refund deposits when the purpose for which such deposit was made has been achieved and there is no financial loss to the District.

The APCO shall execute such forms as are prescribed by the Director of Administrative Services, attach thereto the verified claim for refund, with the action endorsed thereon, and transmit same to the Director of Administrative Services.

3.7 REFUND PAYMENT.

The Director of Administrative Services is hereby authorized and directed to draw a check on the Treasurer in the amount of such refund as is allowed.

SECTION 4 PURCHASING PROCEDURES

4.1 DISTRICT PURCHASING AGENT. (Revised 4/19/95)

The APCO shall be ex-officio Purchasing Agent for the Bay Area Air Quality Management District. The APCO shall negotiate to obtain the best price obtainable on all goods and services required by the District.

4.2 SPECIFICATIONS. (Revised 10/15/03)

In all cases where written specifications are prepared and submitted for public bidding, wherever a trade name is specified the specifications shall contain the phrase "or equal" and a bidder shall be allowed to bid upon a specified trade name product or its equivalent in quality and performance. Specifications must include all criteria to be considered by the District in selecting a successful bidder. Wherever possible, purchasing of items of supply shall be through member counties or businesses in the nine (9) county District Area.

4.3 CONTRACT LIMITATIONS. (Revised 9/21/16)

The APCO or designee shall execute, on behalf of the Bay Area Air Quality Management District, contracts for purchase of supplies and materials and services costing not more than one hundred thousand dollars (\$100,000). Contracts for more than one hundred thousand dollars (\$100,000) shall be signed by either the Chairperson of the Board of Directors, or the APCO after being directed to execute such a contract by resolution of the Board of Directors.

For efficiency, recurring payments for routine business needs such as utilities, licenses, office supplies and the like, more than, or accumulating to more than one hundred thousand dollars (\$100,000) shall be presented in the quarterly Financial Report.

4.4 CONTRACTS WITH MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES. (Revised 12/7/11)

It is the policy of the Board of Directors of the Bay Area Air Quality Management District that the District comply with its DBE Program where lawful and appropriate and to encourage minority, veteran, and women owned businesses bid on contracts with the District to the extent allowable by law.

4.5 PURCHASE REQUESTS. (Revised 10/15/03)

Purchase requests for supplies, equipment and/or services must be completed and submitted to the Business Manager in the Administrative Services Division prior to any order being given to a vendor. The name of the suggested vendor should be included in the request, as well as the cost, tax and estimated shipping charges.

Any deviation from this procedure must have prior written approval of the Business Manager, Finance Manager or Director of Administrative Services.

Purchases requests exceeding the remaining balance of unexpended funds within the budget for each line item for a section must be accompanied by an approval for a transfer of funds as described in Section II-3.3. The approval document must indicate the line item for the source and destination of the transfer of funds.

4.6 CONTRACTS. (REVISED 10/7/20)

(a) PURCHASING POLICY.

(1) Methods of Purchasing:

- (A) FORMAL BID - A bid obtained under sealed bid procedures and which is publicly opened and read.
- (B) INFORMAL BID - A written bid solicited from a vendor when the cost of the equipment or services/supplies is so low as to not justify the costs of the formal bidding procedures.
- (C) TELEPHONE BID - Telephone bids may be utilized by the Business Manager/designee when, in the judgment of the APCO or Director of Administrative Services, the best interest of the District may be served due to the need for immediate delivery or for other valid reasons.
- (D) MONOPOLY/SINGLE SOURCE BID - An award may be made without a formal bid when the item to be purchased can be obtained from only one source and the item/service is one which does not lend itself to substitution. Said bids must be confirmed in writing.
- (E) PRIOR BID/LAST PRICE - An award may be made on the basis of a prior bid or on the basis of a last price, if the conditions of a previous purchase are the same.

- (F) LETTER QUOTATION - Letter quotation is an informal, written offer made to the District by a vendor.
- (2) Formal bidding shall be used by the District when economies of scale can be achieved or when there are equal or competitive products and also when discounts are applicable.
- (3) Where federal money will fund all or part of the goods/services that will be purchased the proposals, bids or other documents prepared, shall include the following information: 1) the percentage of the total costs of the goods or services which will be financed with federal funds; 2) the dollar amount of federal funds for the goods or services; and 3) the percentage and dollar amount of the total costs of the goods or services that will be financed by non-governmental sources (per Public Notification Requirement Appropriation Laws).
- (4) In all cases in which written specifications are prepared and submitted for public bid and a trade name is specified, the specifications shall contain the phrase “or equivalent” and the bidder shall be allowed to bid upon such. The Director of Administrative Services shall determine whether the proposed alternative is equivalent.
- (5) The District reserves the right to accept one part of a bid and reject another, and to waive technical defects, if to do so best serves the interests of the District.
- (6) Subject to other provisions of District policy, a bid will be awarded to the bidders offering the best value for quality goods and services. The following may be considered in determining the bid that provides the best value: bid price, proven cost-effectiveness, extended warranty, extended quality discount, esthetic value, expedient delivery of goods or services or other features of sufficient value.
- (7) The preparation of detail specifications may be waived by the APCO if any of the following circumstances are present:
 - (A) Public health or property may be endangered by delay.
 - (B) Cost of labor will exceed savings.
 - (C) Required dates cannot be met.
 - (D) Monopoly/single source items are required.
 - (E) Prior experience has proven that a particular material, type of equipment, supplies or service is more economical to the District.
 - (F) The cost to prepare detailed plans/specifications or bids will exceed possible savings that could be derived from such plans/specifications or bids.
 - (G) Emergency purchases.
 - (H) Value of contract is less than \$25,000.
- (b) SERVICES OF CONSULTANTS.
 - (1) Consultant Selection Policy
 - (A) Due to the nature of the work to be performed or the level of staffing required, it may, from time to time, be necessary to utilize the services of outside consultants who are not employees of the District.

- (B) It is the policy of the District in the selection of any required outside consultants to encourage participation of minority, women and/or disadvantaged business enterprises in the bidding process in accordance with Section II-4.4 to the extent allowable by law.
 - (C) Prior to release of a request for consulting services, the following shall be prepared:
 - (i) A statement of the work to be performed,
 - (ii) A statement of the qualifications of persons necessary to perform the requested work, which can include a specification of experience/education/training in general or specific fields; and
 - (iii) An assessment of the resources needed to carry out the project, i.e. capital equipment or supplies.
 - (D) Determination of Provider Services

Based on an evaluation of the information prepared according to Section II-4.6 (b)(1)(C), and any other information gathered, the APCO or designee shall evaluate the ability of staff to perform all or part of the work. If it is determined that all or part of the work should be performed by an outside consultant, the APCO shall determine if the work should be performed by sole source or whether it should be performed after a bid solicitation and award.
 - (E) Contracts for temporary employment services or consultant services shall meet the requirement of the District Purchasing Policy.
- (c) BID SOLICITATION.
- (1) For all contracts for goods or services with a value of \$70,000 or greater, the following documents shall be prepared as required by the person(s) designated by the APCO.
 - (A) Instructions to Bidders (for written bids)
 - (B) Proposal Submittal Requirements
 - (C) Draft contract, including all terms and conditions of the work to be performed, and
 - (D) A list of potential bidders
 - (2) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$40,000 or more, but less than \$70,000.
 - (A) All qualified suppliers of the required goods or services with outlets in the Bay Area shall be contacted (in the case of informal or telephone bids); or
 - (B) At least one supplier of the required goods or services in each of the Bay Area counties shall be contacted (in the case of informal or telephone bids); or
 - (C) The steps listed in Section (3) shall be followed.
 - (3) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$70,000 or more.

- (A) Bids shall be solicited by any method as allowed in Section 4.6 (a) on purchases of services, materials or supplies excluding scientific and technical equipment and services uniquely available from a sole source. Where all sources of such services, materials or supplies in the Bay Area are known, bids may be requested from such sources by all means when it is deemed by the APCO or designee to be in the best interest of the District.
- (4) The APCO may waive the provisions of this section or award a sole-source bid if:
 - (A) The cost of labor for preparation of the documents exceeds the possible savings that could be derived from such detailed documents; or
 - (B) Public health or property may be endangered by delay; or
 - (C) Prior experience has shown that the desired services are only available from the sole-source; or
 - (D) Other circumstances exist which require such waiver in the satisfactory interests of the District.
- (d) BID AWARD.
 - (1) Prior to accepting a bid that is not the lowest of three qualified and responsive bids, other qualified and responsive bidders will be provided with an opportunity to match the additional features provided in the bid of highest value. These bidders will be provided with a list of the features, but not the price.
 - (2) The requesting staff person shall present to the APCO their evaluation of the bids and a recommendation for the award. Upon approval of the recommendation, staff shall negotiate an agreement and prepare it for the APCO's signature.
 - (3) If the APCO determines that no bidder could satisfactorily serve the interests of the District, the APCO may decline to make an award.
 - (4) The District reserves the right to have an Evaluation Panel comprised of District employees to review and analyze the bids and offer a recommendation of acceptance of a bid to the Director of Administrative Services. Upon review of the recommendation of the panel, the Director may accept or reject the recommendation of the panel. If accepted, the Director will recommend award of the bid to the APCO for his review/approval. If the recommendation of the panel is rejected by the Director of Administrative Services, the panel will reconvene to review the bids further.
 - (5) Further renewal of any contract that has been awarded for two consecutive years without competitive bid shall require APCO or Board approval depending upon authorization of the contract to be extended. Service contracts with the original manufacturer of equipment or software are exempt from this requirement.
 - (6) The District shall rebid a contract for financial auditing services every five years.

SECTION 5 ALLOWABLE EXPENSES

5.1 DIRECTOR TRAVEL EXPENSES. (REVISED 12/15/21)

Board Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Bay Area Air Quality Management District (BAAQMD). The guiding principle of this policy is that travel and expenditures incurred on behalf of BAAQMD must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by BAAQMD Board Members.

a) General Procedures and Responsibilities

All travel for BAAQMD Board Members must be justified business travel (Section j) and must be preapproved in accordance with the Administrative Code to be eligible for reimbursement. For all in-state travel, the Chair may authorize Board Member travel on behalf of BAAQMD. For all out-of-state travel, including international travel, the Administration Committee must authorize Board Member travel on behalf of BAAQMD prior to travel. In the case of an unexpected or urgent need to travel on BAAQMD business, a Board Member may obtain the approval of the Chair, in writing, before the expenditures are incurred. Such approval must be reported to and ratified by the Administration Committee at the committee's next meeting.

Board Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are almost always required except where otherwise stated in this Policy.

When a Board Member combines business and personal travel on a business trip, the Board Member will be responsible for the additional charges related to the personal travel. Only Board Member's direct travel expenditures are eligible for reimbursement. BAAQMD is unable to provide reimbursement for travel expenditures incurred by a spouse or any another individual traveling with the Board Member.

Requests for reimbursement of expenditures must be submitted on the authorized BAAQMD Expense Reimbursement Form within 30 calendar days after the conclusion of the trip. Receipts must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by BAAQMD which is subsequently refunded to the traveler by a third party must be repaid to BAAQMD within 30 calendar days of receipt.

Only the Executive Director can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of BAAQMD to do so. Any Board Member reimbursement that requires the waiver of this policy by the Executive Director for approval will be brought back to the Administration Committee for informational purposes.

Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act.

Any Board Member authorized to travel on behalf of BAAQMD pursuant to this section shall provide a brief, written report on their travel on the Board Member Travel Report Back Form. The Chair may also request that Board Members who represent BAAQMD at meetings, conferences, or other events provide an oral report on their participation and experience to the Board.

b) Board Member Selection for Attendance

The Chair shall nominate for approval by the Administration Committee, Board Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the Chair shall solicit the interest of Board Members and consult with the Executive Director and any other relevant BAAQMD staff to ensure compliance with this policy.

The Chair, Vice Chair or Secretary shall have priority to represent BAAQMD at any event where attendance is limited or capped due to cost or capacity. In considering which other Board Members may be selected for travel, or who shall represent BAAQMD in the stead of the Executive Officers, the Chair shall consider, at a minimum, all the following:

- The history of attendance and participation by Board Members at regular BAAQMD Board and Committee Meetings
- The length of service on the Board by a Board Member
- The prior opportunities to travel and represent BAAQMD by Board Members
- The relevance or appropriateness of Board Members' committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new Board Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of Board Members
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the Chair shall have the authority to recommend non-Board Members for inclusion in BAAQMD-related travel. In making such a recommendation, the Chair shall demonstrate how and why the recommendation fulfills the mission of BAAQMD and is consistent with the goals of the Board and agency.

c) Conferences/Conventions

Registration fees for conferences and conventions are reimbursable for Board Members if the conference or convention is directly related to the mission of BAAQMD, the Board Member is attending as a representative of BAAQMD and the Board Member received preapproval from the Administration Committee.

d) Air Travel

Board Members flying on business should make reservations as early as possible to minimize costs.

For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to "economy plus" seats (or equivalent), or to first or business class. If a Board Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only.

For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the "economy plus" fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business

class. If a Board Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only.

Board Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the Board Member is traveling with heavy or bulky materials or equipment necessary for BAAQMD business.

e) Hotel Accommodations

When making hotel reservations, Board Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, www.gsa.gov for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that BAAQMD will reimburse per night, plus any applicable taxes.

Board Members should use hotels where government rates are available. Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to BAAQMD by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on BAAQMD business, the Board Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing BAAQMD work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

f) Rental Vehicles

Reimbursement for rental of cars or other vehicles while traveling on BAAQMD business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. Board Members who operate vehicles on BAAQMD business must have a valid driver’s license and proof of insurance in their possession and must also have a good driving record.

In the event a rental vehicle is required, BAAQMD will reimburse for a “Standard Class” size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles should, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

BAAQMD holds liability insurance to cover third parties in case a Board Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in BAAQMD business. Accordingly, rental car insurance is not an allowable reimbursable expenditure.

Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

g) Meals While Traveling

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center or the Board Member’s personal residence.

Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
- ii) The Per Diem Rates for meals located on the GSA website, www.gsa.gov for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a Board Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination.

If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by BAAQMD, then no separate reimbursement is allowed for that meal. A Board Member who pays the bill for a meal attended by more than one Board Member or BAAQMD employee may submit the expenditure with receipt for the combined meal cost, but all attendees’ names must be included on the expense report form. Only costs related to Board Members and BAAQMD employees’ meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Board Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to substantiate out-of-pocket expenses in the event of an audit by the State or IRS.

Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to BAAQMD business, movies, shows, etc...

h) Other Meals

Expenditures for business meals other than meals during travel, such as meals with other elected officials where BAAQMD business is discussed, must be preapproved by the Executive Director. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation:

- i. Names of individuals present along with their titles and affiliation,
- ii. Name and location of where the meal took place,
- iii. Exact amount and date of the expenditure, and
- iv. Specific BAAQMD-related topics discussed.

i) Miscellaneous Travel Expenditures

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping

gratuities are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for BAAQMD business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. Board Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – Board Member’s use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at www.irs.gov. Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. Board Members who operate vehicles on BAAQMD business must have a valid driver’s license and proof of insurance in their possession, and a good driving record.

j) Justified BAAQMD Travel

Justified BAAQMD travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with BAAQMD Staff for legislative advocacy purposes.
- Attending the AWMA Conference as a BAAQMD representative
- Attending other air quality-related conferences as a BAAQMD representative
- Attending the annual COP Climate Conference as a BAAQMD representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

k) Non-Reimbursable Expenditures

Non-reimbursable expenditures include but are not limited to:

- Airfare upgrades or rental car upgrades
- Air phone charges (except in emergencies)
- Alcoholic beverages
- Business class airfare
- Entertainment expenditures
- Expenditures incurred by/for spouses or other travel companions
- Expenditures related to personal days while on business trip
- First class airfare
- Interest incurred on credit cards
- Loss due to theft of cash or personal property
- Lost baggage or briefcase
- Meeting room rentals (when not for BAAQMD business)

- “No show” charges for hotel or car service
- Optional travel or baggage insurance
- Parking or traffic tickets or fines
- Personal items
- Reading material such as magazines, books and newspapers
- Rental car insurance
- Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

l) Forms

The Travel and Expense Reimbursement Forms and Board Member Travel Report Back Form are kept by the Clerk of the Board.

5.2 DIRECTOR PER DIEM MEAL EXPENSES.

The Board of Directors is authorized to include meals in their expenses, when such expenses occur as a result of attendance at Board, committee or other authorized functions and provided that receipts are presented as required by Section II-5.6.

5.3 INCIDENTAL EXPENSES OF DIRECTORS AND APCO.

Actual and necessary incidental expenses in attendance at other meetings or on direction of the Board or Chairperson of the Board, or in conference on District business with qualified persons, shall be allowed to the Board of Directors and the APCO.

5.4 EMPLOYEE EXPENSES.

Employees shall be reimbursed for actual and necessary expenses, including meals, incurred by them in the performance of their duties provided that receipts are presented as required by Section II-5.6.

- (a) Employees shall be reimbursed for mileage at the rate per mile allowed by the Internal Revenue Service each year, plus necessary bridge tolls and parking charges. Mileage will ordinarily be computed from the District, except when an employee leaves from a location nearer the destination.
- (b) Travel of employees outside the District area on official business shall be at the direction of the APCO or his designee and with prior specific approval. The APCO shall approve out-of-state travel only after determining that there is no acceptable, lower cost alternative to the travel. Travel outside of-the state must be reported to the Board of Directors at the next regularly scheduled meeting.
- (c) Employees attending meetings, hearings, or conferences with qualified persons at the direction of the APCO in an official capacity will be allowed actual and necessary incidental expenses incurred in connection with such attendance, and shall submit travel requests on appropriate forms.

5.5 TRAVEL REPORTS.

Upon request by the APCO or supervisor, it shall be the duty of any assistant, deputy or employee whose duty it has been made to attend a conference or meeting outside of the District to file a reasonably complete report with the APCO.

5.6 RECEIPTS FOR EXPENSES. (Revised 1/18/12)

Vouchers or receipts shall be presented to the Director of Administrative Services for all necessary and incidental expenses over \$10.00 such as parking charges and fuel costs. However, vouchers or receipts need not be presented for meal expenses and hotel accommodations. Employees will be reimbursed for meal expenses and hotel accommodations using the applicable General Services Administration rate.

5.7 TRAVEL EXPENSE ADVANCES.

Advance payment for travel expenses may be authorized by the APCO to cover expenses which will be incurred by District personnel on approved travel. Such payments may include costs of transportation and other anticipated major expenses.

Division III

Personnel Policies & Procedures

SECTION 1 GENERAL POLICIES

The personnel policy of the Bay Area Air Quality Management District is to ensure District employees of uniform procedures for handling personnel matters and to maintain the efficiency of the District's operations through the employment of competent persons. The District seeks to provide working conditions that will be conducive to good morale.

This personnel policy is applicable to all employees of the District. However, some items herein may be superseded by provisions of the Memorandum of Understanding in effect between the District and the Employees' Association. Unless specifically made applicable to all employees by a resolution of the Board of Directors, conflicting provisions in the MOU will apply only to those persons in the representation units encompassed by the Employees' Association.

The personnel policies and procedures of the District are patterned after the State of California's Rules and Regulations.

The responsibility and authority for setting personnel policy and procedures are vested in the Board of Directors. The Personnel Committee of the Board is responsible for receiving recommendations from staff and other sources concerning policy and practices and making recommendations to the Board of Directors.

The responsibility and authority for the administration of the policy and procedures are vested in the APCO.

1.1 Representation Units

The staff of the District are represented by one of the following four Representation Units: Technical/General, Professional, Confidential or Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The above mentioned classes are described in Section III-5.7.

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY POLICY (REVISED 4/10/14)

The Board of Directors of the Bay Area Air Quality Management District affirms its policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.

The District is committed to maintaining a meaningful Equal Employment Opportunity Plan. It is the responsibility of the Human Resources Office, under the direction of the Director of Administrative Services and under the general direction of the Executive Officer/Air Pollution Control Officer, to ensure the spirit and intent of the Equal Employment Opportunity Plan is carried out.

2.1 OBJECTIVES. (Revised 4/10/2014)

- (a) The District will insure that each employee and applicant is afforded an equal opportunity in all aspects of the employment process without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (b) The District will analyze its work force and the population of the Bay Area.
- (c) The District will focus its equal opportunity efforts on enhanced outreach and training programs.
- (d) The District will establish and administer programs for employment, training and promotion of all employees without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (e) The District will be responsible for Equal Employment Opportunity Plan and designate an Equal Employment Opportunity Officer.
- (f) The District is committed to making a good faith effort to successfully achieve Equal Employment Opportunity.
- (g) Sexual harassment is contrary to basic standards of conduct between individuals and is prohibited by EEOC regulations. The District will therefore insure that the workplace is free from sexual harassment. Sexual harassment is defined in EEOC regulations, and includes, but is not limited to, the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.
- (h) The District will insure that no qualified person will be discriminated against on the basis of a disability. All qualified persons that can perform the essential functions of the job, with or without reasonable accommodation that does not create “undue hardship” for the District, shall be provided an equal opportunity for employment and promotion. All terms used in this section are defined in the regulations implementing the Federal Americans with Disabilities Act.

2.2 RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY. (Revised 10/5/11)

- (a) The Air Pollution Control Officer of the District has the overall responsibility to the Board of Directors for actions by the staff in planning, coordinating, implementing, evaluating and reporting on all phases of the Equal Employment Opportunity Plan.
- (b) The responsibilities of the Equal Employment Opportunity Officer are listed in the Equal Employment Opportunity Plan.

2.3 DISCRIMINATION COMPLAINT PROCEDURE (Revised 4/10/2014)

Unlawful discrimination refers to discrimination based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

An employee or group of employees who believes an incident involving a violation of the District’s equal employment opportunity policy has arisen, may submit the complaint (in writing) to the Equal Employment Opportunity Officer.

STEP 1 The written complaint must be received by the Equal Employment Opportunity Officer within 30 days of the alleged discrimination and must specify the particulars of the alleged discrimination, including

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specific acts and/or statements. Although the specific act must have occurred within 30 days, supplementary or background information supporting the complaint may be included. If a complaint is received in an incomplete form, the Equal Employment Opportunity Officer will advise the complainant that help in its preparation can be arranged. A group of employees filing at the same time must allege acts of similar nature to be considered for class action.

STEP 2 The Equal Employment Opportunity Officer will evaluate the complaint and, if necessary, conduct an investigation.

STEP 3 Discrimination complaints found by the Equal Employment Opportunity Officer to be valid will be forwarded to the APCO for appropriate action. Complaints found by the Equal Employment Opportunity Officer to be invalid may be appealed to the APCO within ten (10) working days of the Equal Employment Opportunity Officer's decision. Any complaint decision forwarded or appealed to the APCO shall be acted upon within ten (10) working days of receipt.

SECTION 3 RIGHTS AND OBLIGATIONS

3.1 MANAGEMENT RIGHTS.

The rights of the District management include, but are not limited to, the exclusive right to, subject to the provisions of the Memorandum of Understanding and consistent with applicable laws and regulations:

- (a) Determine the mission of its constituent departments, boards, and staff committees.
- (b) Set standards of service.
- (c) Determine the procedures and standards of selection for re-employment and promotion.
- (d) Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- (e) Maintain the efficiency of all operations and exercise complete control and discretion over its organization and the technology of performing its work.
- (f) Determine the methods, means and personnel by which District operations are to be conducted.
- (g) Determine the content of job classifications.
- (h) Take all necessary actions to carry out its mission in emergencies.

3.2 EMPLOYEE RIGHTS.

- (a) The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
 - (1) Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
 - (2) Refuse to join or participate in the activities of any employee organizations.

- (3) Represent themselves individually in their employment relations with the District.
- (b) The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Sec. 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
- (c) The District and the Association shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.
- (d) Any matter which is within the scope of the Meyers-Milias-Brown Act and is within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

3.3 DISCIPLINARY ACTION AND RIGHT OF APPEAL. (Revised 9/6/2023)

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), the APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service, by e-mail at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III -7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3
 - (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
 - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO;
 - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;
 - (4) Any individual appointed by the District Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Counsel; and

- (5) Limited Term employees.
- (d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Counsel or Executive Officer/APCO.
- (1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.
- (2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Counsel shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.
- (3) For employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification, their probationary period for their previous position will continue to run after appointment to their new position. If such an employee returns to their previous classification prior to the end of that probationary period, the employee will be required to complete any remaining probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules until the end of the probationary period. If such an employee returns to their previous classification after the end of the probationary period for their previous position, they will not be required to complete any further probation and will not be limited to the rights accorded probationary employees.
- (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the

Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III-4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.

3.4 OATH OF ALLEGIANCE.

Employees of the District will sign an oath of allegiance as required by the laws of the State of California.

3.5 PHYSICAL EXAMINATIONS.

A physical examination or a personal statement of good health may be required by the District after an employment offer has been made.

3.6 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT.

In order to ensure a work environment that is free from all forms of unlawful discrimination or harassment, the following kinds of conduct, as defined by the Federal Equal Employment Opportunity Commission (EEOC), are prohibited:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.”

The regulations of the California Fair Employment and Housing Commission also define harassment broadly to include:

- (a) Verbal harassment, e.g., epithets, derogatory comments or slurs (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (b) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (c) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation;

3.7 EMPLOYEES' TIME OFF TO VOTE.

Employees who wish to vote in the national and state elections may claim time off to vote under the provisions of the State Election Code, Section 14350:

“If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provision of this section."

3.8 DRUG-FREE WORKPLACE.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on District premises or while conducting District business off-premises is prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The District recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use the District's employee assistance referral program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of the conviction must be made within five (5) days of the conviction.

3.9 SAFETY

The District subscribes to and fully supports the purpose, principles, and intent of the Occupational Safety and Health Act of 1970 and complies with all applicable Federal and State laws which relate to health and safety. The District has established a Safety Committee to assist in compliance with the Act. The Safety Committee shall be comprised of two members of District management and three members chosen by the Association, with at least one from each unit, and the members shall choose a chairperson from its members to serve a term of one year. The Personnel manager shall serve as an ex-officio member.

The Safety Committee shall make inspections of the work place as needed. They will meet once every two months to discuss safety matters, including serious accidents and accidents which result in lost time as soon after the occurrence as practical. The Committee shall provide a summary of the meeting and accident findings to the APCO. The APCO shall respond to the Safety Committee's recommendations within ten (10) working days.

Employees shall report unsafe working conditions to their immediate supervisor and may report these conditions to the Safety Committee.

3.10 WORKPLACE VIOLENCE

The District is committed to providing a safe workplace for all employees, which includes preventing workplace violence. In order to achieve this objective, the cooperation of employees and their supervisors is critical. Both employees and supervisors should be aware of early warning signs of potentially violent situations and how to respond. Threatening words or actions should be treated seriously. In the event that a violent or potentially violent situation does arise, the following steps are to be followed:

- (a) If there is an immediate threat to the personal safety of an employee in the field, the employee shall contact local law enforcement authorities as soon as possible. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.

- (b) If there is an immediate threat to the personal safety of an employee in the District offices, the employee shall contact District security by dialing 5158, or if there is no answer after two rings, by dialing 0 and asking the operator to send District security to the employee's work area. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (c) As soon as possible after any such incident, the employee shall complete a Critical Incident Report. All such reports shall be routed to the District Legal Division and to the Personnel Section of the Administrative Division through the APCO. The Personnel Section shall maintain a Critical Incident Log of all such reports. The Legal Division shall review each such incident and shall make a formal recommendation to the APCO regarding further action to be taken.
- (d) Within one week after receiving the Legal Division's recommendation, the APCO shall prepare a memorandum setting forth the key facts of the incident and the APCO's formal determination of further action to be taken as a consequence of the incident. This memorandum shall be forwarded to the Personnel Section to be maintained as part of the Critical Incident Log and shall be distributed to all Division Directors for dissemination to District employees who might encounter a similar incident in connection with their workplace activities.

3.11 SMOKEFREE WORK SITE

In recognition of the District's leadership role in public health and air quality, and inasmuch as smoking is a leading contributory factor in many causes of death in California, the District hereby adopts a policy that promotes nonsmoking at the work site.

It is the intent of the District to provide a work atmosphere which is as free as is practicable of tobacco use and its undesired effect. This policy is applicable to all District facilities or other areas controlled by the District, whether leased or owned, including space in buildings shared with other agencies or businesses. This policy shall extend to District-owned vehicles unless specifically exempted by the APCO because the vehicle is only used by smokers.

- (a) DEFINITION: "Smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe, or other lighted smoking equipment for tobacco or any other plant.
- (b) IMPLEMENTATION: Smoking is strictly prohibited in the District office and satellite offices except the following designated areas:
 - 1) On the District Office roof area
 - 2) Portals (open to atmosphere) that lead to the rear emergency exit stairwell (however, smoking in the stairwell itself shall always be prohibited)

Designated smoking areas may be redefined if the District finds that smoke from these areas interferes with the health and safety of District employees.

"Smoke breaks" will be permitted at the discretion of the supervisor and the employee, in lieu of regular breaks or rest periods.

- (c) ADMINISTRATION OF THIS POLICY: Managers and supervisors are responsible for informing all employees in their charge of the District's smoking policy. All new hires will be advised during orientation to the District.
- (d) CONFLICT RESOLUTION: Alleged violations of the policy may be reported through the existing Safety incident report process as specified in the Memorandum of Understanding. Employees violating the policy will be subject to disciplinary measures, including termination of employment.

3.12 Fraud, Misconduct, and Dishonesty in the Workplace. (Addition 1/02/09)

- (a) It is the policy of the District to prevent, investigate and correct fraud, misconduct and dishonesty in the workplace.
- (b) No employee shall commit fraud or acts of misconduct or dishonesty against the District or in connection with his or her District employment.
- (c) Fraudulent acts and acts of misconduct and dishonesty in District employment include, but are not necessarily limited to, the following:
 - Forgery or unauthorized alteration of District financial records, including checks and warrants payable to or by the District;
 - Misappropriation of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Misappropriation of District funds and securities;
 - Falsification of employee timesheets or District work reports and products;
 - Knowingly false reporting or handling of District funds for financial transactions;
 - Having a personal financial interest in any purchase, sale or contract with a vendor or contractor made by the employee in his or her capacity as a District employee;¹
 - Unpermitted personal use or receipt of District assets, goods, funds, and services;
 - Unauthorized solicitation or acceptance of, gifts, gratuities, or other consideration from contractors, vendors or consultants providing goods or services to the District;
 - Solicitation of, asking, acceptance of, or agreement to accept any gratuity, gift or other consideration from someone other than the District for performing District employment;²
 - Solicitation of, asking, acceptance of, or agreement to accept a bribe for taking action in one's capacity as a District employee in a matter that is pending or that may take place;³
 - Knowingly unpermitted disclosure of confidential or proprietary District information to non-District persons and entities;
 - Intentional or negligent, unpermitted destruction or damage of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Use of, or being under the influence of, alcohol or illegal drugs in the course of performing District duties and responsibilities; and
 - Willful failure to perform the duties and tasks of one's District employment.
- (d) Retaliation against an employee who reports reasonable suspicion of the existence or occurrence of an act of fraud, misconduct or dishonesty is prohibited.

¹ Cal. Government Code section 1090.

² Cal. Penal Code section 70.

³ Cal. Penal Code section 68.

SECTION 4 GRIEVANCE PROCEDURE

4.1 DEFINITION. (Revised 5/3/2023)

A grievance is an employee claim of (a) an alleged violation, misunderstanding, or misinterpretation of a specific section of the Memorandum of Understanding, or (b) any matter within the scope of the Meyers-Milias-Brown Act, or (c) any disciplinary action or demotion, except for separations covered by Section III-9.3 (Layoff and Recall) or discipline involving individuals appointed to the classifications identified in Section III-3.3(c). The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. Herein is a systematic procedure for obtaining consideration of grievances.

4.2 STEPS IN THE GRIEVANCE PROCEDURE.

STEP 1. An employee who believes he or she has a grievance will first discuss the grievance with his or her immediate supervisor. The employee must report the grievance to the supervisor within ten (10) working days after the occurrence. After meeting with the employee and attempting to resolve the issue, the supervisor will discuss the decision with the employee within ten (10) working days of the submission of the grievance.

STEP 2. If the employee is not satisfied with the decision at STEP 1, the employee may submit the grievance in writing within ten (10) working days to the Division Director. The written grievance will specify the particulars of the matter including specifically citing articles. The Association will be given written notice of grievances taken to STEP 2. The Division Director or a designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of the grievance.

STEP 3. If the employee is not satisfied with the division's decision, the employee may submit the grievance in writing within ten (10) working days to the Air Pollution Control Officer. The written grievance will specify the same particulars of the matter including specific articles. The Air Pollution Control Officer or designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of grievance.

STEP 4. If the employee is not satisfied with the Air Pollution Control Officer's decision, the employee may within ten (10) working days request of the APCO that the grievance be heard before an impartial grievance advisor. The written grievance will specify the same particulars of the matter including specific articles. Within ten (10) working days of receipt of such request, the APCO shall notify the appropriate agency with a request that copies of all future correspondence be sent to the grievant or grievant's representative.

The grievance advisor will be selected mutually by the District and the employee. The District and the employee will select a grievance advisor from the American Arbitration Association or the California Conciliation Service, depending on the nature of the grievance. The rules and procedures of the American Arbitration Association or the California Conciliation Service, as applicable, will prevail, including its procedure for selecting an arbitrator who will serve in the capacity of grievance advisor.

The advisor will render a decision which will not be binding on either party. The grievance advisor will direct the decision to the grievance matter at hand and to the specific articles mentioned therein. Within five (5) working days of

receipt of the advisor's decision, the APCO will review the findings and inform the employee of his decision.

The costs incurred for the grievance advisor will be borne equally by both parties to the grievance.

STEP 5. If the employee is not satisfied with the APCO's reconsideration, the employee may request the decision be heard by the Personnel Committee of the Board of Directors. The employee will submit the grievance to the Personnel Committee within fifteen (15) working days of the APCO's reconsideration. The Personnel Committee will schedule the grievance hearing within thirty (30) working days and will render a final decision in the matter. The Personnel Committee will consider only the record of the hearing before the grievance advisor and any additional statements which the employee and the APCO may wish to make. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review of the Personnel Committee's decision shall be filed in the appropriate court not later than 90th day following the date on which such final decision is rendered.

4.3 GENERAL PROVISIONS.

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and level of supervision specified in the steps outlined above.
- (b) Employees will be assured freedom from reprisal for using the grievance procedure.
- (c) Grievances involving disciplinary actions will commence at STEP 2 of the grievance procedure, except discharge cases, which will commence at STEP 3.
- (d) Employees may request the assistance of a steward or another person in preparing and presenting the grievance.
- (e) Failure of the employee to submit the grievance within the time limits of any step of the procedure will constitute a withdrawal of the grievance. Failure of the District to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure.

4.4 ASSOCIATION GRIEVANCE.

The Association may file a grievance, pursuant to Section III-4.2 above, on an alleged violation, misunderstanding, or misinterpretation of Division III of this Administrative Code or of the Memorandum of Understanding.

4.5 EMPLOYEE GRIEVANCES.

Employees may file a grievance, pursuant to Section III-4.2 above, regarding any alleged violation, misunderstanding, or misinterpretation of any matter within the scope of the Meyers-Milias-Brown Act which includes, but is not limited to, the following provisions of Division III of this Administrative Code: Overtime; Temporary Disability Leave; Military Leave; Leave Without Pay; Extended Leave of Absence; Jury Duty; and Subpoena as a Witness. Grievances regarding discrimination shall be filed according to the procedures of Section III-5.

4.6 NOTIFICATION.

At the time an employee is summoned to a supervisor's office for the purpose of being advised on an imminent disciplinary action, the employee is to be informed as to the purpose of the meeting and of his/hers right to representation. Documents to be used in any disciplinary proceeding against an employee shall include only materials, copies of which have been given to the employee.

SECTION 5 CLASSIFICATION PLAN

5.1 CLASSIFICATION PLAN.

The District's Classification Plan will include the organization of positions into classes based on the assigned duties, responsibilities and qualifications necessary to successfully perform the work. Maintenance of the plan is the ongoing responsibility of the Personnel Section. The Personnel Section will audit and update the plan as necessary, in order to effectively administer the District's recruitment and selection activities, training program, compensation system, and performance evaluation program.

Recommended changes to the duties of a class shall be submitted to the APCO for approval. The APCO shall submit recommended changes to the qualifications of a class to the Board for approval.

Maintaining the Classification Plan will include the following elements:

- (a) Analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of positions to be classified
- (b) Grouping positions into job classes based on the similarities of work performed and the qualifications required.
- (c) Writing descriptions for each class of positions in order to define the positions and to serve as a guide in allocating and selecting individual positions to job classes.

5.2 NEW POSITIONS AND RECLASSIFICATIONS.

Whenever a new position is proposed, or an existing position is recommended for reclassification, the Personnel Section will conduct a job analysis which will include analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of the position to be reclassified.

The Personnel Section will develop a new class description if a position cannot be reasonably grouped into an existing class based on the similarities of work performed and qualifications required.

The Personnel Section shall submit the new class description to the appropriate management staff and the APCO for approval. The APCO shall submit the new or revised class description and the supporting information and analysis to the Board for approval. Class descriptions which have been approved by the Board shall be disseminated to appropriate personnel.

5.3 CLASSIFICATION STUDIES.

- (a) The Board or the APCO may require that a salary classification study be conducted to evaluate individual positions or groups of positions, classes, or class series. The District shall not conduct any salary or classification survey affecting wages, hours, or working conditions in any represented classification without meeting and conferring with the Association.
- (b) When the District initiates a classification study affecting all classifications, the District will notify the Employees' Association ten (10) days in advance of a new classification plan becoming effective.
- (c) When the District initiates a modification affecting wages, hours, or working conditions in any represented classification, the District will notify the Employees' Association within ten (10) days or as soon as practicable in advance of such modification being proposed to the Board of Directors.

- (d) None of the recommendations resulting from the study are binding on the District. The Board may choose to implement, or not implement, any recommendation. Any changes resulting from a survey shall be incorporated as amendments to the Plan.

5.4 AMENDMENTS TO THE PLAN.

The classification plan may be amended from time to time by resolution of the Board.

The allocation of funds to a classification, or the necessity for filling a position will be at the discretion of the Board through the APCO.

5.5 ALTERNATE STAFFING.

A Division Director may request that a vacant position be filled at an “entry” Level I or an experienced “journey” Level II for those classes identified as alternately staffed classes in the class specifications, prior to recruiting for a vacancy, depending on the needs of the District.

Advancement to the Level II is not automatic; a supervisor must recommend to the APCO that an incumbent be promoted to Level II after successfully completing the probationary period, and obtaining and demonstrating the required knowledge, skills, abilities and experience, and meeting pre-identified criteria for promotion to the higher class. The Personnel Manager will review the request to determine if advancement criteria are met.

A Division Director may identify certain positions in the class which contain primarily routine and repetitive tasks as “regular” Level I positions. The “regular” or “entry” status of Level I positions will be determined prior to filling a vacancy so that an employee will know of this regular status prior to accepting the position. This determination will be so stated on the job announcement and the candidate will also be advised during the interview process. When a position is identified as a regular Level I position, the employee accepting the position cannot reasonably expect to advance to Level II while in that position.

5.6 ORGANIZATION CHART

5.6 ORGANIZATION CHART (continued)

5.6 ORGANIZATION CHART (continued)

5.7 SERIES GROUPS.

Clerical Category

Legal Services Classes (Revised 3/6/96)

Legal Office Services Specialist	Lead
Legal Secretary II	Journey
Legal Secretary I	Entry

Secretarial Classes

Executive Secretary	Senior
Administrative Secretary	Journey
Secretary	Entry

Office Assistant Classes

Office Services Supervisor	Supervising
Senior Office Assistant	Senior
Data Entry Operator	Journey
Office Assistant II	Journey
Office Assistant I	Entry

Accounting Assistant Classes

Senior Accounting Assistant	Senior
Accounting Assistant II	Journey
Accounting Assistant I	Entry

Clerk of The Boards

Deputy Clerk of The Boards	Senior
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Special Classes (Revised 3/6/96)

Supv. Radio/Telephone Operator	Supervising
Radio/Telephone Operator	Senior

Technical Category

Air Quality Inspector Classes

Supv. Air Quality Inspector	Supervising
Senior Air Quality Inspector	Senior
Air Quality Inspector II	Journey
Air Quality Inspector I	Entry

Enforcement Program Specialist Classes (Revised 3/6/96)

Enforcement Program Supervisor	Supervising
Principal Enforcement Program Spec	Lead
Senior Enforcement Program Spec.	Senior
Enforcement Program Specialist II	Journey
Enforcement Program Specialist I	Entry

Air Quality Instrument Specialist Classes

Supv. Air Quality Instrument Spec.	Supervising
Senior Air Quality Instrument Spec.	Senior
Air Quality Instrument Specialist II	Journey
Air Quality Instrument Specialist I	Entry

Air Quality Technician Classes (Revised 3/6/96)

Air Quality Permit Technician II	Journey
Air Quality Permit Technician I	Entry
Air Quality Laboratory Technician II	Journey
Air Quality Laboratory Technician I	Entry
Air Quality Technician II	Journey
Air Quality Technician I	Entry

Mechanic Classes

Mechanic II	Journey
Mechanic I	Entry

Personnel Classes (Revised 3/6/96)

Personnel Analyst	Senior
Equal Opportunity Officer	Journey
Payroll Technician	Journey
Personnel Technician II	Journey
Personnel Technician I	Entry

Technical Assistant Classes

Source Test Assistant II	Journey
Source Test Assistant I	Entry

Public Information Classes

Senior Public Information Officer	Senior
Public Information Officer II	Journey
Public Information Officer I	Entry

Programmer Analyst Classes

Supervising Systems Analyst	Supervising
Systems Analyst	Senior
Programmer Analyst II	Journey
Programmer Analyst I	Entry

Special Classes (Revised 3/6/96)

Permit Coordinator	Supervising
Legislative Analyst	Journey
Building Maintenance Mechanic	Journey

5.7 SERIES GROUPS (continued).

Professional Category

Air Quality Engineer Classes (Revised 3/6/96)

Supv. Air Quality Engineer	Supervising
Principal Air Quality Engineer	Lead
Senior Air Quality Engineer	Senior
Air Quality Engineer II	Journey
Air Quality Engineer I	Entry

Environmental Planner Classes (Revised 3/6/96)

Supv. Environmental Planner	Supervising
Principal Environmental Planner	Lead
Senior Environmental Planner	Senior
Environmental Planner II	Journey
Environmental Planner I	Entry

Air Quality Meteorologist Classes

Senior Air Quality Meteorologist	Senior
Air Quality Meteorologist II	Journey
Air Quality Meteorologist I	Entry

Atmospheric Modeler Classes

Senior Atmospheric Modeler	Senior
Atmospheric Modeler	Journey

Air Quality Chemist Classes

Senior Air Quality Chemist	Senior
Air Quality Chemist II	Journey
Air Quality Chemist I	Entry

Specialist

Advanced Projects Advisor	Journey
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Single Position Classes

Toxicologist	Senior
Statistician	Senior
Research Analyst	Journey
Accountant	Journey
Library Specialist	Journey

Management Category

Air Pollution Control Officer
 District Counsel
 Clerk of the Boards
 Deputy Air Pollution Control Officer

Division Director

Director of Enforcement
 Director of Permit Services
 Director of Planning and Research
 Director of Technical Services
 Director of Administrative Services
 Director of Public Information

Manager

Air Quality Engineering Manager
 Research and Modeling Manager
 Environmental Review Manager
 Enforcement Program Manager
 Information Systems Manager
 Meteorology and Data Analysis Manager
 Air Monitoring Manager
 Laboratory Services Manager
 Personnel Manager
 Finance Manager
 Facilities Maintenance Manager
 Business Manager
 Senior Advanced Projects Advisor
 Legal
 Senior Assistant Counsel
 Assistant Counsel II
 Assistant Counsel I

SECTION 6 SALARIES

6.1 SALARIES.

Salary schedules are subject to revision from time to time by the Board. The salary schedules will be published yearly at or near the beginning of the fiscal year.

6.2 SALARY STEPS.

- (a) There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
- (b) An employee promoted to a higher position will receive the minimum salary for the higher position or at least a 5% increase above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change.
- (c) If a position is reclassified to a position having a higher salary range, the incumbent will remain in the same step of the salary range which is currently in effect.
- (d) If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provisions of Section III-6.5
- (e) If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
- (f) Any employee who has passed through the initial six month or, if extended, one year, probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. However, an employee may be terminated for cause.
- (g) If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will remain in the same salary range step effective prior to the demotion.
- (h) If an employee is demoted because of lack of funds, the employee will be placed in the salary step which reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to the former position and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

6.3 MERIT INCREASES. (Revised 12/21/94)

Merit increases are effective on the first day of the pay period in which the employee's anniversary date falls.

6.4 DETERMINATION OF SALARY RATES. (Revised 12/21/94)

- (a) ORIGINAL APPOINTMENTS. Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the hiring supervisor and the approval

of the APCO for Steps B and C. Recommendation by the APCO and approval of the Personnel Committee of the Board of Directors is required for hiring at Steps D and E.

- (b) **LIMITED-TERM EMPLOYMENT.** Limited-term employees of the District are paid at the rate of the classification in which the person is employed. If a former District employee is re-hired on a temporary basis, the salary rate will be the hourly rate of the range and step the individual was receiving at the time of separation. If it is necessary to hire a limited-term employee through a temporary agency, the District will pay the appropriate agency fees. **(Revised 3/6/96)**
- (c) **TEMPORARY EMPLOYMENT OVERLAP.** Temporary employment overlap is the regular hire of a person who is to fill a position before the current incumbent has terminated. The anniversary date and all other benefits will be the same as if the person were hired to fill a vacant position.

6.5 Y-RATING.

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the APCO and the Board of Directors.

6.6 OVERTIME PAY/COMPENSATORY TIME.

Classifications in the Clerical and Technical Series identified in Section III-5.7 are entitled to overtime pay.

- (a) Overtime will be paid at a rate of one and one-half (1-1/2) times the normal straight time rate for work performed in excess of eight (8), nine (9), or ten (10) hours per day (depending on the person's normal schedule) or forty (40) hours per week. This provision does not apply to employees working a schedule other than those defined in Section III-8.1.
- (b) Upon approval by the employee's Division director, eligible employees may elect compensatory time at the rate of one and one-half (1-1/2) times the overtime worked in lieu of overtime pay but not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work.
- (c) Employees required to work on a designated holiday shall receive overtime pay equal to two times the employees' hourly rate of pay. For the purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (see Section III-11.12.), except that for New Year's Day, Independence Day and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.

6.7 NIGHT PLUME EVALUATION TRAINING UNIT SCHEDULE.

Employees who attend the Night Plume Evaluation Training Unit special shift shall be paid an additional \$1.00 per hour for the whole shift in addition to the employees' regular straight time pay. Night Plume Evaluation Training Unit special shift will be scheduled eight (8) hour shift to begin at 12:00 P.M. or after and end no later than 12:00 A.M. (midnight)

6.8 DIFFERENTIAL PAY.

Employees not working a regularly scheduled late shift or flex time will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

6.9 SHIFT DIFFERENTIAL PAY.

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flextime or compressed schedule, as defined in Section III-8.1, shall not be considered shift differential hours.

6.10 SALARY DEDUCTIONS.

Salary deductions may be authorized from time to time by resolution of the Board of Directors.

- (a) Mandatory deductions include Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- (b) Voluntary deductions include the regular deduction of health insurance payments, life insurance payments, credit union payments, U.S. Savings Bonds and other voluntary program deductions which may be authorized by the employee.

6.11 PAY PERIOD AND PAY DAY. (Revised 10/18/00)

The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If the pay day falls on a holiday, warrants will be distributed on the previous work day. Start of the pay period will be adjusted for an employee working the compressed workweek. The District shall indicate on each employee's pay check stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.

The District shall provide employees with the option of direct deposit of their pay checks to those banks which provide this capability.

6.12 FINAL PAYMENTS. (Revised 7/20/94)

- (a) **SALARY.** Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- (b) **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- (c) **ACCRUED SICK LEAVE.** Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
- (d) **FLOATING HOLIDAYS.** Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
- (e) **COMPENSATORY TIME.** An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

6.13 SALARY ADVANCES.

Employees may apply for a payroll advance:

- (a) The application will be accepted only after one week of a pay period has been worked.
- (b) The amount requested cannot exceed amount earned to date during the pay period.

- (c) The amount advanced must be deducted from the pay check for that pay period.
- (d) No more than two (2) such requests can be submitted annually. Exceptions may be approved by the APCO and must be announced to the Board under "Report of APCO".
- (e) Requests must be approved by the Director of Administrative Services.

6.14 ACTING APPOINTMENTS. (Revision Approved 12/04/96; Effective 12/04/96)

If an employee is appointed by the Air Pollution Control Officer to be acting in a higher paying job, the employee is to receive the salary during that job tenancy for the time period after the passage of fifteen (15) working days which the employee would receive if the appointment were permanent.

SECTION 7 EMPLOYMENT AND MERIT INCREASES

7.1 POLICY.

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or the receiving of future salary benefits.

7.2 ANNIVERSARY DATE.

The anniversary date for newly hired or promoted employees is the date of hire or date of promotion. The anniversary date will be used in determining when an employee receives salary increments. Annual leave credits and sick leave credits are accrued from original date of hire. For the purposes of annual and sick leave, five (5) consecutive days (or four (4) consecutive 10-hour days) worked in a pay period will constitute working a full pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period.

7.3 PROBATION PERIOD. (Revised 6/18/03)

The probationary period is the period of employment beginning with the anniversary date and continuing for one (1) year of full-time actual and cumulative service. Any unpaid leave time taken during this period shall extend the probationary period by the amount of actual leave taken. No acting or temporary service time shall count towards fulfillment of the probationary period. While serving in a probationary period, an employee may be terminated at any time from employment by the Executive Officer/APCO or the APCO without cause and has no right to appeal or grieve the action.

Employees who change positions prior to the successful completion of their probationary period shall be required to serve a new probationary period and will not receive credit for time already served under the former position.

The Executive Officer/APCO or the APCO may extend the probationary period for up to an additional six (6) months.

A formal performance evaluation will normally be given at least once during the probationary period, usually at 6 months. During the probationary period, an employee may have his/her merit increase denied or delayed at the discretion of the Executive Officer/APCO or the APCO and has no right to appeal or grieve the action.

7.4 PERFORMANCE EVALUATION.

Approximately two weeks before the first day of the month in which the anniversary date and the length of service makes the employee eligible for a step increase, the supervisor will complete a performance evaluation and sign a merit increase recommendation. Employees at

the top of the salary range will continue to be evaluated yearly. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.

7.5 (Deleted 12/21/94. See III-6.3)

SECTION 8 HOURS OF WORK

8.1 HOURS OF WORK. (Revision Approved 12/04/96; Effective 12/04/96)

A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8-1/2) hour period from 8:30 am to 5:00 pm, with one-half (1/2) hour for meals. With the approval of Management, an employee's normal workweek and/or work day can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.

When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid for the hours representing the agency at, and travel time to and from, meetings or conferences, for the hours at, and travel time to and from, a class, or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment.

The employee is expected to make up any time that would result in the employees working less than his or her normal workweek by altering the hours worked in the remaining days of the pay period. The schedule according to which any such time will be make up will be established in consultation with the employee's supervisor. With the approval of the employee's supervisor, an employee will receive overtime/compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

8.2 LUNCH PERIOD AND REST PERIOD.

- (a) Lunch period of one-half (1/2) hour is normally taken between 12:00 and 1:00 p.m.
- (b) Rest period of one-quarter (1/4) hour is normally taken in mid-morning and mid-afternoon.
- (c) Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

8.3 ATTENDANCE.

- (a) Supervisors will be responsible for the daily attendance record of each employee.
- (b) An employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work.
- (c) An employee must report unscheduled leave to the District within the first hour of the work day unless an emergency prevents such reporting.
 - (1) Failure to report may result in loss of pay for the period of absences from work.
 - (2) An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

8.4 OVERTIME. (Revised 12/21/94)

For definitional purposes, overtime is the necessary, assigned and authorized time worked in excess of 40 hours in a seven day week or 8 hours worked in a 24 hour day. A normal work day begins at 8.30 a.m. and the normal workweek is Monday through Friday. (See Section III-8.5 for compressed workweek.)

The District will provide the services required by law with an emphasis on avoiding the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

For the purposes of overtime assignments, a notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignments for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to continue to change work schedules to meet operational necessities during straight time shifts.

Travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying call-back assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

- (a) **Authorization** - Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for an individual are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times straight time.

For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.

- (b) **Call-back** - Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.
- (c) **Travel Time** - For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.

- (d) **Distribution of Overtime** - Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
- (1) When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - (2) When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
 - (3) On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
 - (4) All overtime assignments will be made with due consideration for employee hardship.
 - (5) Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
 - (6) The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
 - (7) Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
- (e) **Distribution of Call-back**
- (1) Call-back will be distributed in the following manner:
 - (2) When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - (3) If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
 - (4) If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
 - (5) The District maintains the option to deviate from this procedure based upon immediate need.

8.5 COMPRESSED WORKWEEK. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a compressed workweek schedule. Compressed workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Compressed workweek approval may be

withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a compressed workweek schedule.

A compressed workweek schedule will consist of either four 10-hour days, or eight 9-hour days and one 8-hour day every two weeks. Work hours on a compressed schedule will commence not earlier than 7:00 AM and not later than 9:00 AM. However, exceptions to this rule may be approved at the discretion of the Division Director. Employees who work a compressed workweek schedule will have the start of the workweek adjusted for the purpose of computing overtime.

When a scheduled District holiday falls on a compressed work day, the employee working a compressed schedule shall only receive credit for eight hours of holiday pay. The employee shall take the additional time off on that holiday as annual leave or as a floating holiday, or the employee shall make up the additional time off by altering the hours worked in the remaining days of the pay period in consultation with the employee's supervisor.

8.6 FLEXIBLE WORK SCHEDULE. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a flexible work schedule. Flexible workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Approval of a flexible work schedule may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a flexible work schedule.

Employees on a flexible schedule will normally work a five day workweek, and may adjust their starting time to commence not earlier than 7:00 AM and not later than 9:00 AM, with the shift ending eight and one-half hours later. However, exceptions to this rule may be approved at the discretion of the Division Director.

A flexible work schedule will be determined by management considering the operational needs of the District.

8.7 PART-TIME AND JOB SHARING. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request a reduced workweek schedule or a job share arrangement. All requests will be reviewed by management considering the operational needs of the District, employee hardship or family responsibilities. Appropriate salary adjustments and benefit eligibility will be determined based on the hours worked. The APCO may, at his or her discretion, authorize or discontinue a part-time or job share arrangement.

8.8 TELECOMMUTING. (Revision Approved 12/04/96; Effective 12/04/96)

Telecommuting is a working arrangement in which an employee sometimes works away from the District's central office. An employee may apply to telecommute, subject to approvals of the immediate supervisor through the Division Director. Telecommuting is a privilege which the District has the right to refuse or to terminate at any time. An employee also has the right to refuse to telecommute or to withdraw from the program at any time. Approval to telecommute shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other interval, as is deemed necessary by the Division Director to meet the operational needs of the division. Employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from telecommute status.

Telecommuting is voluntary, and should be mutually beneficial to both the employee and the District. An employee's choice to telecommute or not shall have no adverse effects with

regard to advancement or any other aspect of the employee's standing. An employee approved to telecommute will be required to read and sign the Telecommuting Agreement.

All pay, compensation, and normal employee benefits shall be identical whether an employee telecommutes or works at the central office. There will be no diminution from the norm in either an employee's work products or hours when the employee telecommutes.

The telecommuting employee will not provide primary care to others during at-home working hours. Telecommuters must be available to come to the office if requested to do so.

The employee and the employee's supervisor will establish terms of availability or access to the employee while away from the office. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet District Goals. The number of days per week on which an employee may be authorized to telecommute shall be at the discretion of the employee's Division Director.

Supervisors who telecommute shall make provisions for adequate supervision of staff while the supervisor is away from the office.

In addition to regularly scheduled telecommuting arrangements, other employees may apply to telecommute on an episodic basis for limited time periods.

Telecommuters are required to provide whatever equipment is necessary to do their job as well at their home in the same manner as if they were in the central office. The employee is responsible for the purchase and maintenance of all equipment (both hardware and software).

The District will provide training to both telecommuting employees and their supervisors. The District will also sponsor focus groups for the telecommuters and their supervisors on an as-needed basis.

SECTION 9 SEPARATIONS

9.1 RESIGNATION.

An employee submitting a resignation is requested to give at least two weeks notice which allows for the orderly transferring of work assignments and for recruiting of replacement employees.

9.2 DISMISSAL. (Revised 5/3/2023)

- (a) The Appointing Authority (APCO or District Counsel) may, for good and sufficient reason, take any or all necessary disciplinary actions including discharge to ensure the continuity and integrity of the District's functions and work place.
- (b) A non-probationary employee whose employment is terminated because of unsatisfactory service, misconduct, or for other just causes shall be given written notice stating the reasons for dismissal, and may be given two (2) weeks' notice before the date on which the employee's services will be terminated. However, (1) Employees terminated for misconduct such as drinking or being intoxicated on the job, fighting, theft, creating a severe safety hazard, gross negligence, or other acts of serious misconduct, (2) Probationary Employees, and (3) "At Will" employees in the classifications identified in Section III-3.3(c) may be dismissed without prior notice.
- (c) Individuals serving in at-will positions pursuant to Section III-3.3(c) serve at the will of the appointing authority and may be separated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action. In addition, appointments to positions in the classifications identified in Section III-3.3(c) may be for a fixed term of employment and the incumbent will be separated at the

expiration of that term (unless the employee has return rights to a prior position pursuant to Section III-3.3(d) or said term is extended by the identified appointing authority). Except as expressly provided in Section III-3.3(d), individuals separated from a position in the classifications identified in Section III-3.3(c) shall have no right to return to any other District position, regardless of seniority or tenure.

9.3. LAY-OFF AND RECALL.

When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, the following steps in the layoff and recall procedure will be followed:

- (a) Layoffs within a classification will be in reverse order of District employment seniority. (For the purpose of this Section, District employment seniority is the seniority gained based on overall employment with the District).
- (b) An employee (A) who is to be laid off may displace an employee (B) within a similar or lower paying classification provided:
 - (1) Employee (A) has held a position in the classification in question or if employee (A) has not held a position in the classification, holds a position in one of the identifiable job clusters class series and,
 - (2) Employee (A) has greater District employment seniority than employee (B) and,
 - (3) Employee (A) has the skills and meets the qualifications of the classification in question and,
 - (4) The operating requirements of the District are maintained.
- (c) Employees who are laid off or displace others in lieu of layoff will be placed on a recall list for eighteen (18) months during which service time in the former classification will be preserved but not accrued.
- (d) Employees will be recalled to their former classification in reverse order of layoff provided they respond to the notice of a classification opening by notifying the District of their intent to return within the 5 days of receipt of such a notice and return to work within fifteen (15) calendar days of the receipt of such notice.
- (e) If a policy of layoff by reverse seniority is held to be contrary to the principles of equal opportunity employment or affirmative action by virtue of adjudication by a court of competent jurisdiction or by legislative determination, then this Section shall be void, and the parties hereto shall meet and confer regarding a new and legally acceptable policy at the earliest practicable time.
- (f) To the extent possible, the District will attempt to give an employee 30 days written notice prior to the effective layoff date.
- (g) The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time employee(s) is/are given the written notice(s).
- (h) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (i) A change in job title shall not affect an employee's recall rights.

9.4 SUSPENSION.

- (a) Suspensions from work without pay may be imposed for disciplinary reasons for a period not to exceed thirty (30) days.
- (b) The authority for suspension rests with the APCO.

9.5 RETIREMENT.

Retirement is the voluntary separation of an employee from service of the District after the employee has earned a Service Retirement Allowance under the State of California Public Employees' Retirement System.

SECTION 10 FRINGE BENEFITS

10.1 HEALTH INSURANCE.

This District shall provide health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Health insurance coverage continues for retired employees

10.2 DENTAL INSURANCE.

The District shall provide dental insurance coverage through Delta Dental Plan of California for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Dental insurance coverage continues for retired employees.

10.3 VISION CARE. (Revised 9/6/95)

Vision care is provided by Vision Service Plan. Vision coverage for employees is mandatory. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Vision care coverage for dependents must be elected at the time of enrollment. Benefits include examinations, lenses and frames at specified service intervals. Vision care coverage continues for employees who retire on or after July 1, 1995.

10.4 LIFE INSURANCE.

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life and Dependent Life Insurance is also available to employees. Life insurance coverage continues for retired employees.

10.5 LONG TERM DISABILITY INSURANCE.

The District shall provide Long Term Disability Insurance which partially replaces lost income on or off the job, for employees who become disabled and meet the eligibility requirements.

10.6 INSURANCE CONTINUATION.

An employee who is ill or injured and is eligible for either Workers' Compensation or State Disability Insurance, and on medical leave may continue group insurance coverage. The District will continue to pay its portion of the coverage.

10.7 HEALTH AND DENTAL COVERAGE AFTER RETIREMENT.

Health care coverage after retirement will be governed by the provisions of the Public Employees' Medical and Hospital Care Act. Dental care coverage after retirement will be governed by the Delta Dental Plan of California contract.

10.8 PREMIUM REQUIREMENTS. (Revised 10/18/00)

Commencing on July 1, 2000 and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall provide up to a maximum of \$627.00 per month for each management employee and \$576.00 per month for each confidential employee for payment of premiums for Health, Dental, Vision and additional Life insurance coverage, as

set forth in Sections III-10.1 through 4 provided that each employee must elect individual dental coverage.

10.9 STATE DISABILITY INSURANCE.

Each employee is covered by State Disability Insurance. Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from State Disability Insurance. The District shall provide state disability insurance for non-industrial illness or injury. The cost of SDI is deducted from the employee's pay. State Disability Insurance is integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI and leave time are combined. The administration of the State Disability Insurance program is solely the responsibility of the State of California. The District is not responsible for benefit leaves, the duration of benefits, or the eligibility of District employees for benefits.

10.10 WORKERS' COMPENSATION.

Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

10.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

(a) Pick-Up of Employee Contributions

- (1) The District shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the District in lieu of employee contributions.
- (2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- (3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- (4) The employee does not have the option to receive the District-contributed amounts paid directly instead of having them paid to the retirement system.

(b) Wage Adjustment

Notwithstanding any provision on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the District pursuant to the provisions hereof.

(c) Limitations to Operability

This Subsection 10.11 shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

10.12 CREDIT UNION.

Employees may become members in the San Francisco City Employees' Credit Union.

10.13 EMPLOYEE ASSISTANCE PROGRAM.

The District shall offer an employee assistance program to employees and members of their household through Personal Performance Consultants. The Employee Assistance program provides professional, confidential counseling service at no cost to the employee.

10.14 TRANSIT SUBSIDY / CARPOOL SUBSIDY. (Revised 9/6/95)

Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time District employees are eligible for a transit or a carpool subsidy. Use of the passes, or tickets, is confined to the employee during commute hours.

The District will provide transit ticket or passes, up to a maximum value per month or, at the option of the employee, the District will allow a per-day amount up to a maximum per-month per-carpool amount, for the reimbursement to the vehicle owner of commute carpooling expenses and per-day amount to District employees commuting in a carpool (carpool is three or more persons, at least two of which must be District employees).

Procurement of the transit passes is the obligation of the individual employee. No funding will be advanced by the District. Transit tickets or passes for a given month will be made available to eligible District employees at the District's office on a designated day prior to the beginning of that month.

Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Director of Administrative Services, no later than the 10th day of each month, the number of days carpooled the previous month and the names of the persons who participated in the carpool.

10.15 DEFERRED COMPENSATION.

The District shall offer employees the opportunity to participate in a Section 457 deferred compensation plan. The plan allows employees to invest a portion of salary which is tax deferred until such time as the employee withdraws the funds.

10.16 JOB-RELATED EDUCATIONAL PURSUITS. (Revised 12/21/94)

(a) EDUCATIONAL LEAVE - Division Directors may, at their complete discretion, permit employees to attend job related educational pursuits during business hours to a maximum of ten (10) hours per week provided normal workloads can be accomplished and provided the time is made up as soon as practicable.

(b) JOB RELATED EDUCATIONAL PURSUITS **(Revised 9/6/95)**

(1) For the purposes of this section "job related educational pursuits" is defined as education which either maintains or improves an employee's job skills as they relate to an employee's current position.

To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

To qualify for reimbursement under this Section 10.16 participation in certificate programs is subject to prior approval by the District's Personnel Manager. Certificate programs in which an employee's participation will normally be approvable shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities, and coursework leading to a professional license which relates to the work of the District (such as a P.E. license).

- (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.
- (c) **SKILLS ENHANCEMENT PURSUITS**
- (1) For the purposes of this section "skills enhancement educational pursuits" is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee's current position, but reasonably relate to the District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the District.
 - (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete skills enhancement courses. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.

10.17 DEPENDENT CARE ASSISTANCE PLAN AND MEDICAL CARE REIMBURSEMENT ACCOUNT PLANS. (Revised 10/1/03)

The District's Dependent Care Assistance Plan allows employees to set aside pre-tax dollars to pay for eligible expenses for dependent care. The Medical Care Reimbursement Account plan allows employees to set aside pre-tax dollars to pay for eligible medical expenses that are not covered by medical, dental, and vision insurance benefits.

10.18 SOCIAL SECURITY REPLACEMENT BENEFITS.

- (a) The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:
 - (1) Special retirement and disability benefits under PERS. (See Resolution No. 1289, December 17, 1980.)
 - (2) Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Personnel Office.
 - (3) A portion of long term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$4,000. **(Revised 3/6/96)**
 - (4) Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account. (See Resolution No. 1345, August 5, 1981.)
- (b) It is the intention of the Board of Directors that the cost of these benefits in subsequent years be less than and in no event exceed the amount which would have been required

as the employer contribution to Social Security. It is further the intention of the Board that contributions to the qualified pension plan be reduced if necessary to accomplish the cost-limit objective.

- (c) The Board specifically reserves the right, subject to meet and confer to adjust and alter the benefits described above so as to achieve a result which most effectively meets the needs of employees in an equitable manner without adding costs to the District.

10.20 GUARANTEED RIDE HOME (GRH). (Revised 7/20/94)

The District shall provide a Guaranteed Ride Home (GRH) to all employees who contribute to the District's Employer Based Trip Reduction (EBTR) goals.

A Guaranteed Ride Home is one of the following:

- (a) Reimbursement for use of the fare for mass transit between the District and the employee's home.
- (b) If the employee's commute does not reasonably accommodate mass transit, the employee may use a pool vehicle from the employee's Division vehicle pool, if one is available. "Reasonably Accommodate" means that use of mass transit will require no more than one transfer between transit vehicles (SF Muni to BART does not count as a transfer), and that the employee expects to leave the office before 7:00 PM or 1 hour after sundown (whichever is later). The vehicle will be returned to the pool coordinator on the employee's next working day.
- (c) If the employee's commute does not reasonably accommodate mass transit, and if there are no available vehicles in the employee's Division vehicle pool, the employee may use a pool vehicle from the District vehicle pool, if one is available. The vehicle will be returned to the Facilities Manager on the employee's next working day.

In order to contribute to the District's EBTR goals, an employee must commit to routine use of an alternative means of commuting to the District by submitting a certification ("GRH Certificate") to the District Transit coordinator. The GRH Certificate must indicate whether or not the employee's commute reasonably accommodates the use of transit. Routine use means use of one or more of the following commute methods as the principal means of transportation for both in-bound and out-bound commute trips at least ten times per month:

- (d) Carpool or rideshare, where the vehicle contains three or more occupants.
- (e) Mass transit.
- (f) Emission-free transportation (walking, jogging, bicycling).

An employee may use a Guaranteed Ride Home for any of the following reasons:

- (g) The employee has a family emergency that requires the employee to leave work early.
- (h) The employee is required to work unscheduled overtime.
- (i) The employee is unable to complete the trip home due to a breakdown of the employee's normal mode of transport.
- (j) The employee has received an on-the-job injury that prevents the employee from reasonably using the normal method of transportation.
- (k) The employee's carpool has left early or late due to one of the above circumstances.

The procedure for using a Guaranteed Ride Home is as follows:

- (l) For transit reimbursement, the employee shall request reimbursement on his/her first working day following use of a Guaranteed Ride Home.

- (m) For use of a pool vehicle, the employee shall contact the Division Pool Coordinator to determine whether or not a Division Pool Vehicle is available; if not, the employee shall contact the Facilities Manager to determine whether or not a District pool vehicle is available.

The pool coordinator or Facility Manager shall verify that the Employee has submitted a GRH Certificate to the Transit coordinator; if so, a vehicle will be provided to the employee if one is available.

The employee shall make sure that the vehicle will not be locked up when needed.

The employee shall return the vehicle and the keys on his/her next working day.

- (n) On the his/her first working day following use of a Guaranteed Ride Home, the employee shall submit to the Transit Coordinator a memorandum describing the form(s) of transit taken, the fare(s) paid, and the qualifying reason for the Ride Home.

SECTION 11 LEAVE AND HOLIDAYS

11.1 ANNUAL LEAVE.

- (a) An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period. **(Revised 12/21/94)**
- (b) An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
- (c) An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
- (d) An employee with ten years or more of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
- (e) An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month). **(Revision Approved 6/19/96; Effective 7/01/96)**
- (f) An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
- (g) Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
- (h) The maximum accumulation of annual leave is forty (40) working days as of the end of the calendar year. Use of annual leave of more than twenty (20) days must be scheduled and approved by the Air Pollution Control Officer.
- (i) For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
- (j) If a pay day falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the payroll clerk.

11.2 SICK LEAVE.

- (a) Coverage - Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
 - (1) Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - (2) Exposure to contagious disease requiring quarantine.
 - (3) When the employee is required to attend to a member of the immediate family for reason stated in (1) above, to a maximum of ten (10) days per year.
(Revised 9/6/95)
 - (4) For the purpose of this section, immediate family will include: mother, father, spouse, domestic partner, children, brother, sister, grandparents and grandchildren of the employee, relatives by marriage including mother-, father-, brother-, sister-, son-, and daughter-in-law, and the following domestic partner loved ones: mother, father, brother, sister, son and daughter. **(Revision Approved 12/04/96; Effective 12/04/96)**
 - (5) Appointments for dental, eye, and other medical examinations.
- (b) Allowance - Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave which may be accumulated. Employees are eligible to use sick leave as it is earned.
- (c) Coordination with State Disability Insurance - Sick leave will be integrated with State Disability Insurance as soon as eligibility for such benefits is established.
- (d) Job-Related Injury - Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
- (e) Holiday During a Sick Leave Period - If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
- (f) Blood Donations - Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance and consistent with District operating requirements.

11.3. BEREAVEMENT LEAVE.

- (a) When a death occurs in the immediate family of an employee, the employee may take three consecutive days off, counting the day of the funeral, without loss of pay.
- (b) If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to five (5) days off without loss of pay to make such arrangements. Such time shall include all time for travel.
- (c) For the purpose of this Article, immediate family is defined the same as in Section III-11.2(a)(4).

11.4 TEMPORARY DISABILITY LEAVE. (Revised 12/21/94)

An employee who becomes temporarily disabled for valid medical reasons including illness, injury, or other medical reasons (other than pregnancy), is entitled to a temporary disability

leave for any period of actual disability for up to a total of six (6) months. Leave in excess of six (6) months may be granted under a leave of absence (see Section 11.8 below).

Before taking unpaid leave, the employee must use all available sick leave except for 80 hours that may be retained or used at the employee's discretion. An employee has the option to use his/her accrued annual leave and floating holiday leave during the disability period. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits.

Temporary disability leave grants the employee rights to return to the same position the employee held prior to the leave, or to a comparable position in the same job classification and at the same pay grade.

An employee on temporary disability leave continues to receive benefits described in Section 10, except that an employee on temporary disability leave without pay for 80 hours or more during a fiscal year will not accrue annual or sick leave, receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. However, an employee will continue to accrue annual and sick leave if on temporary disability leave due to an injury sustained while on the job, provided that the period of the leave is covered by an approved Worker's Compensation claim. Employee and employer contributions to PERS are not paid during unpaid portions of temporary disability leave. Temporary disability leave is not considered a break in service.

To enable an employee who is temporarily disabled to return to work as soon as possible, the employee may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Temporary disability leave, unlike pregnancy disability leave, runs concurrently with leave taken under the Family Care and Medical Leave provision of Section 11.7 below.

An employee who plans to take a disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. The employee shall provide a medical certification from the employee's health care provider to the Personnel Section within one week after the commencement of any temporary disability leave, and shall provide a supplemental medical certification at least once every four weeks thereafter. In the case of a severe or extended illness, the APCO may waive the requirement to provide supplemental medical certifications.

11.5 MILITARY LEAVE. (Revised 1/6/10)

Military leave is governed by the Military and Veterans Code of the State of California and the federal Uniformed Services Employment and Reemployment Rights Act.

11.6 LEAVE WITHOUT PAY. (Revised 12/21/94)

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the APCO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Section 10, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to

PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

11.7 FAMILY CARE AND MEDICAL LEAVE. (Revised 1/6/10)

Reasons for Taking Family Care and Medical Leave

Eligible employees can take Family Care and Medical Leave for any of the following reasons:

1. Birth of an employee's child.
2. Placement of a child with an employee for adoption or foster care.
3. Due to the employee's own serious health condition.
4. To care for a spouse, domestic partner, child or parent with a serious health condition.
5. Due to a qualifying exigency arising out of the fact an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying exigency leave").
6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("Military caregiver leave").

Amount of Leave

Eligible full-time employees are entitled to up to 12 workweeks (480 hours) of family care and medical leave in a 12 month period when the leave is taken for reasons 1 through 5 above. The 12 month period begins on the first date family care and medical leave is taken.

Eligible full-time employees are entitled to up to 26 workweeks (1040 hours) of military caregiver leave within a single 12 month period. Unlike other types of family medical leave, military caregiver leave is a one time entitlement only; it does not renew annually.

An eligible employee may combine military caregiver leave with traditional family medical leave during a single 12 month period; however, the employee is limited to taking a maximum of 26 weeks of leave in such circumstances.

Intermittent or Reduced Schedule Leave

When necessary, family care and medical leave may be taken intermittently or the employee may be authorized to work on a reduced schedule. The District may require the employee to provide certification supporting the need for intermittent or reduced schedule leave. Employees are required to make a reasonable effort to schedule intermittent leave so as not to disrupt the District's operations.

When an employee is taking intermittent leave or working a reduced schedule, the employee may be transferred to an alternate position, with equivalent pay and benefits, that accommodates the periods of leave better than the employee's regular position.

Earned benefits shall be reduced for an employee with a reduced work schedule, if the reduction is one which is normally made for part-time employees.

Eligibility

An employee is eligible for family care and medical leave if he or she has been employed by the District for at least 12 months and has performed work for at least 1250 hours during the 12 months preceding the leave period.

An employee who works part-time is eligible for family care and medical leave if he or she has been employed for at least 12 months. For eligibility purposes, the hours of work performed for by a part-time employee will be calculated on a pro-rata or proportional basis.

Leave entitlement is equal to the sum of work hours and paid leave, including paid or unpaid pregnancy disability leave, during the twelve week period immediately preceding the first request for family care and medical leave, to a maximum of 480 hours.

Use of Accruals

Family care and medical leave is unpaid

An employee who is taking family care and medical leave to care for an eligible family member, for the birth or placement of a child, or for a qualifying exigency must use all accrued annual leave and floating holidays, except for 80 hours that may be retained or used at the employee's discretion. An employee may also use sick leave in an amount not less than the sick leave that would accrue during six months of the employee's current rate of entitlement when leave is taken to care for an ill family member.

An employee who is taking leave due to the employee's own serious health condition must use all available sick leave, except for 80 hours that may be retained or used at the employee's discretion. The employee is not required, but may choose to, use accrued annual leave and floating holidays during the leave.

Use of paid leave accruals during otherwise unpaid family care and medical leave does not increase the amount of leave available to an employee.

Notice

If possible, the employee must provide the District with at least 30 days' notice before the leave begins. If this is not possible, the employee must provide as much notice as is practicable.

To the extent that the employee's absence is the result of planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to avoid undue disruption of the District's operations.

Certification

An employee will be required to submit a certification to the division director supporting the need for family care and medical leave. The content of the certification is dependent upon the type of leave being taken as described below.

- (a) For employee's own serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition the employee is unable to perform one or more of the essential functions of his or her position. If intermittent or reduced schedule leave is sought, the certificate must also indicate the medical necessity for the intermittent or reduced schedule leave and its expected duration.
- (b) For family member's serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) the amount of time needed to care for the family member; and (4) a statement that the family member's condition warrants the participation of the employee to provide care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave.
- (c) For qualifying exigency leave: The certificate shall state (1) the name of the covered military member; (2) the employee's relationship to the military member; (3) a statement describing the reason for requesting qualifying exigency leave and any related supporting documentation; (4) the date on which the leave will commence; and (5) the probable duration of the leave. If intermittent or reduced schedule leave is sought, the certificate must also indicate the anticipated frequency and duration of such

leave. The employee may also be required to provide a copy of the military member's active duty orders.

(d) For military caregiver leave:

1. An employee may be required to provide a certificate containing the following information: (1) the name of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves; (4) whether the servicemember is assigned to a military medical facility and the name of such facility; (5) whether the servicemember is on the temporary disability retired list; (6) a description of the care to be provided to the servicemember; and (7) an estimate of the duration of the leave.
2. An employee may also be required to provide a certificate from an authorized health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the date on which the injury or illness began and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish that the servicemember is in need of care; and (6) the estimated duration of the need for care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave. Health care providers authorized to provide this certificate include a U.S. Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs health care provider, a DOD TRICARE network health care provider, or a DOD non-network TRICARE health care provider.
3. In lieu of certification forms containing the information set forth above, the District will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) issued to a family member of a servicemember.

All certificates will be maintained in a confidential file in the Personnel Section.

Benefits

Family care and medical leave will not be considered a break in service. An employee will continue to receive benefits, except that an employee on unpaid family care and medical leave for 80 hours or more during a fiscal year will not accrue annual and sick leave, receive transit, subsidy, or receive education reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of family care and medical leave.

Reinstatement

Employees returning from family care and medical leave will be reinstated in the same position, or to a comparable position in the same job classification and at the same pay grade.

An employee who takes leave for his or her own serious health condition may be required to produce a fitness for duty certification prior to returning to work.

Limitations on leave taken after the birth or placement of a child

Entitlement to this leave expires at the end of the 12-month period beginning on the date of the birth or placement of the child.

If both parents are employed by the District, the aggregate number of hours to which they both are entitled is the larger of their individual entitlements.

Important Definitions

Child:

For purposes of leave taken for birth or placement of a child or to care for a family member with a serious health condition, “child” means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent. The child must be under 18 years old or over 18 and incapable of self-care due to a physical or mental disability.

For purposes of military caregiver or qualifying exigency leave, “child” is a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent who is of any age.

Next of Kin: For purposes of military caregiver leave, “next of kin” means the nearest blood relative other than the servicemember’s spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another person as his or her nearest blood relative.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

Interaction with Pregnancy Disability Leave

Pregnancy disability leave, as described in Section 11.9, may be taken in addition to family care and medical leave, and is not subtracted from the family care and medical leave entitlement. However, any other form of leave (including sick leave and temporary disability leave) which is taken for the purposes of allowed under this Section 11.7, whether paid or unpaid, will be subtracted from the family care and medical leave entitlement. There is no need for the employee or the child to have a serious health condition, nor is it required that an employee continue to be disabled by her pregnancy, childbirth or any related medical condition before taking family care and medical leave in the year following the birth or adoption of a child.

In addition to the leave allowed under this Section 11.7, an employee may be entitled to additional leave time pursuant to Section 11.4 above due to the employee’s disability. The APCO may also grant additional leave without pay pursuant to Section 11.6 above or a leave of absence pursuant to Section 11.8 below.

11.8 LEAVE OF ABSENCE. (Revised 12/21/94)

- (a) Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the APCO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Section 10, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 10. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

- (b) Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.

- (1) The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
- (2) Leave of absence does not confer any absolute right to return to position or employment.
- (3) Employee time in-grade for salary increase will be preserved, at the same level.
- (4) Accrued pension rights and pension time will be preserved.

11.9 PREGNANCY DISABILITY LEAVE. (Revised 12/21/94)

An employee is eligible to take pregnancy disability leave for any period of actual disability caused by pregnancy, childbirth or any related medical conditions for up to 88 working days per pregnancy. Leave in excess of 88 working days may be granted for up to an additional two months as temporary disability leave under Section 11.4 above, under family care and medical leave under Section 11.7 above, as leave without pay under Section 11.6 above, or as a leave of absence under Section 11.8 above. A working day is any day that the District Office is open for business. The leave can be taken before or after birth, or intermittently for any period of time an employee is unable to work because of the pregnancy or pregnancy-related condition.

An employee has the option to use her accrued annual leave, sick leave and floating holiday leave during the disability period. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance.

Pregnancy disability leave grants the employee the right to return to the same position the employee held prior to the leave. An employee on pregnancy disability leave continues to receive benefits described in Section 10, except that an employee on pregnancy disability leave without pay will not receive transit subsidy or receive educational reimbursement, unless the course was approved prior to commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of pregnancy disability leave. Pregnancy disability leave is not considered a break in service.

An employee who is temporarily disabled because of pregnancy or a pregnancy-related condition may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Pregnancy disability leave is in addition to leave granted under the family care and medical leave provision of Section 11.7 above. At the end of an employee's period of pregnancy disability leave, the employee may request to take family care and medical leave, if the child has been born by this date.

An employee who plans to take a pregnancy disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. To continue this leave beyond the first six weeks after birth, the employee shall provide a medical certification of the disability from the employee's health care provider to the Personnel Section by the end of the seventh week after birth, and shall provide a supplemental medical certification at least once every four weeks thereafter unless the APCO waives the requirement to provide such supplemental medical certifications.

11.10 GRANTING A LEAVE FROM WORK. (Renumbered 12/21/94)

No leave provision mentioned above is granted automatically, but must be applied for and approved before the provisions for such leave are applicable. The APCO may reject a request for such leave for justifiable reason.

11.11 JURY DUTY. (Renumbered 12/21/94)

Any employee of the District summoned to serve on a jury shall be entitled to regular pay provided the employee deposits the fees for service with the District Director of Administrative Services (except any mileage reimbursement).

11.12 SUBPOENA AS A WITNESS. (Renumbered 12/21/94)

Any employee of the District subpoenaed as a witness shall be entitled to regular pay provided the employee deposits the fees for services with the District's Director of Administrative Services.

11.13 HOLIDAYS. (Revised 10/02)

(a) The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Memorial Day	(Last Monday of May)
Chavez' Birthday	(Thirty-first day of March)
Independence Day	(Fourth day of July)
Labor Day	(First Monday of September)
Columbus Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

(b) Every day appointed by the President of the United States or Governor of California as a holiday.

(c) Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.

(d) Commencing on October 2002, and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall grant each management employee 72 hours of floating holiday and each confidential employee 36 hours of floating holiday. Except, any management or confidential employee who is hired after July 1st of the current fiscal year shall receive a prorated portion of the total floating holiday hours based upon the remaining months for that fiscal year. For purposes of prorating, any management or confidential employee whose hire date is between the 1st and the 15th of the month shall receive his/her prorated portion for that month. For purposes of prorating, any management or confidential employee whose hire date is between the 16th and the last day of the month shall not receive any prorated portion for that month.

Management and confidential employees who were employed on or before July 1st of the fiscal year shall be credited with the total floating holiday hours on July 1st of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.

Employees must request to use floating holiday no less than five (5) days in advance. A floating holiday can be taken only with the approval of the employee's supervisor.

(e) If an employee normally is not scheduled to work on a day which is a paid holiday for other District employees, that employee is entitled to 8 hours of paid holiday leave on the day on which that employee is normally scheduled to work which immediately precedes or follows the paid holiday.

- (f) Employees working a compressed workweek whose normal workweek includes a paid holiday for other employees are only entitled to 8 hours of paid leave for that holiday.

11.14 BENEVOLENT LEAVE FUND (Revised 10/5/11)

The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as “employee”) may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:

- (a) Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
- (b) To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
- (c) To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
- (d) Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
- (e) Leave may be donated to the fund regardless of whether there is a qualified recipient.
- (f) Leave may not be sold, bartered or traded to another employee under any circumstances.
- (g) Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

In order to be a fund recipient, the following conditions apply:

- (h) The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee’s personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
- (i) Upon written request from the Association Board of Directors, the Human Resources Officer shall provide, to the Association the amount of leave in the fund.
- (j) The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
- (k) The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee’s normally scheduled hours for any pay period.
- (l) Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

- (m) The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
- (n) If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness of injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

SECTION 12 PERSONNEL TRANSACTIONS AND RECORDS

12.1 HIRING AND INITIAL ORIENTATION.

The Personnel Section will ensure that each new employee has completed all necessary forms and is given an orientation regarding the District's classification plan, salary and benefit information, and the District's basic structure and organization.

12.2 PERSONNEL AND MEDICAL FILES.

The Personnel Section maintains a personnel file on each employee containing application form or resume, references, and other pertinent forms, correspondence and materials. Necessary personal and job-related information about each employee is retained in an official personnel file in the Personnel Section. Each file contains basic identifying information, completed employment application, as well as other hiring-related documents; salary information; fringe benefit and beneficiary information; leave and attendance records; performance evaluation, disciplinary documents; and other job-related information deemed essential by management. All file contents are confidential.

Employees have the right to inspect their personnel files upon request at a mutually agreed-upon time and place.

Internal access to a personnel file is limited to supervisors and managers who are considering an employee for a promotion, transfer or other personnel action, and to other management staff who have a legitimate, verifiable need to know specific information about an employee.

Except as specified in Section III-12.3 below, no personnel information is to be disclosed to any party outside the District unless the current or former employee provides the District with a signed authorization to release information. The District reserves the right to verify basic personnel information without notifying the individual, and to cooperate with law enforcement, public safety, or medical officials who demonstrate a legitimate need to know specific information.

Medical information is retained in a separate file. This information is confidential and may be reviewed only by the employee to whom the information pertains; the employee's physician or attorney, when the employee provides a signed consent form; and, if designated, the employee's representative.

To insure that personnel files are up-to-date at all times, employees are responsible for notifying the Personnel Section of changes to any information.

12.3 EMPLOYMENT RECORD VERIFICATION.

The Personnel Section will confirm dates of employment, position, salary and reason for separation for outside employers who request information regarding former District employees.

12.4 CLASSIFICATION SYSTEM.

The Personnel Section will ensure that each position in the District is properly classified and that the system is maintained.

12.5 REQUESTS FOR NEW EMPLOYEES. (Revised 12/21/94)

- (a) In order to fill a vacancy for a regular employee, full-time or part-time, the supervisor or section manager will request that the Personnel Section initiate a Request For New Employee form. The form will be signed by the supervisor making the request and the Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (b) When a limited-term employee or student worker, full-time or part-time, is needed due to an increase in workload and/or absence of a regular employee, the supervisor or section head must submit a written justification to the Division Director, the Deputy APCO, when applicable, and the APCO for approval. The Personnel Section will initiate a Request for New Employee form upon receipt of the approved justification. The Request For New Employee form will then be signed by the requesting supervisor and Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (c) Upon receipt of the approved Request form, the Personnel Section will initiate recruitment for the position(s).

12.6 PERSONNEL ACTION FORMS.

Personnel actions including new hire, promotion, transfer, merit increase, or any other change in employment status must be approved by the immediate supervisor, the Division Director, and where appropriate, the Deputy APCO and the APCO before such action become effective. The Personnel Section will initiate the appropriate form and will inform the Division and the employee concerned of the approval of the action to be taken.

SECTION 13 METHOD OF FILLING VACANCIES

13.1 RECRUITMENT AND SELECTION OF EMPLOYEES. (Revision Approved 9/18/02; Effective 9/18/02)

(a) Recruitment / Selection Procedures

The Human Resources Department, in consultation with the designated hiring manager, shall be responsible for the recruitment of applicants, as well as the planning, designing, constructing, and administering of the selection process. Selection processes shall be job related and developed in accordance with the federal Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures and related professional standards.

(b) Recruitment Bulletins & Notices

- 1. Written notices concerning vacancies, transfer opportunities, selections for special assignments and related promotional opportunities shall be posted on the

District's website and at work locations of employees who may be affected not later than 10 working days prior to the closing date for the filing of appropriate applications.

2. The Human Resources Department shall determine the need for the use of newspaper advertisements and/or the distribution of bulletins for public notice on a case-by-case basis.

(c) Interest Cards

1. The Human Resources Department shall maintain a file of "interest cards" on which interested persons may indicate that they wish to be notified if and when the application filing period for a particular classification is open. Interest cards shall be kept on file for one year.
2. Application materials shall be mailed to all persons who have an "interest card" for the proper classification on file in the Human Resources Department prior to the open date of filing. It is the responsibility of the "applicant" to maintain the currency of the information provided on interest cards.
3. The failure of any person to receive notice of a vacancy shall not invalidate any procedure.

(d) Filing of Applications

1. Applications for employment will only be accepted if received in the Human Resources Department offices during normal business hours, prior to the close of the filing period. The filing period shall be announced by notice given in accordance with section 13, above, specifying the date by which applications must be received or postmarked. Filing periods may be extended by approval of the Human Resources Officer.
2. Late applications may be accepted by the Human Resources Officer for verifiable cases involving illness, prolonged hospitalization, a serious accident and, in the case of a verifiable mis-delivery or error by the U.S. Postal Service or the District's Mail Unit, when it can be documented that the reasons for failing to file a timely application are beyond the candidate's control, or in instances in which an error was made detrimentally affecting the applicant.

(e) Reasons for Rejecting an Applicant or Candidate for Employment

The following is a comprehensive, but not limiting, listing of reasons for which applicants or candidates for employment may be rejected:

Unsatisfactory health conditions.

Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

Making a false statement or omitting a statement as to any material fact on an application form.

Practicing any deception or fraud in connection with an examination, or to secure employment.

Dismissal from a previous employment for cause.

Discharge other than honorable from the armed forces of the United States.

A record of unsatisfactory service with the District.

Failure to meet approved standards covering any other basis for rejection of unfit applicants and candidates other than failure to meet requirements established for the examination relating to training, experience, licenses, and certificates.

Failure to report for duty after an assignment has been offered and accepted.

Failure to demonstrate eligibility to work legally in the United States.

Failure, after due notice, to report promptly for review of any of the above reasons for rejection. Such notice shall state that the failure to report is the basis for rejection.

Criminal convictions including Motor Vehicle Violations when driving is integral to performance of the assigned duties (the period for which a candidate may be barred varies, based on the offense for which the candidate was convicted).

(f) Initial Application Screening

The Human Resources Analyst shall conduct an initial screening of all of the applications and supplemental materials received by the closing deadline. Applications shall be screened to determine if the listed education, training, and experiences meet the minimum qualifications criteria specified for the class. The Analyst may make use of one or more Subject Matter Experts (SME) to assist in qualifying the applications.

(g) Additional Selection Procedures

1. When the Human Resources Analyst determines that a substantial number of applications have been received, applications may be further screened by an assessment panel using training and experience standards more specific than just the minimum qualifications for the job.

Training and experience evaluation (T&E) assessment panels shall include at least two members. The scoring of the T&E shall be made on a Rating Sheet designed specifically for evaluating the training and experience of applicants and only those applicants having the most directly related experience as determined by the evaluation will continue in the selection process.

2. Combinations of written, performance and/or oral examinations may be used to further assess the candidate's qualifications.
3. A candidate who obtains a score below the pass point in any one part or in any combination of parts of an examination shall be eliminated from further competition in that examination process.

(h) Oral Boards

1. For classes of positions deemed by the Human Resources Department to require an oral examination, the oral examination board shall include at least two members. Unless specifically directed to evaluate candidates' technical knowledge and skills, the oral examination board shall confine itself to evaluating general fitness for employment in the class. When the oral examination board is directed to evaluate technical knowledge and skills, at least two members of the board shall be technically qualified in the specified occupational area.
2. In no case will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations. Scores achieved by the candidate on other parts of the examination shall not be made available to the oral examination board.

3. Questions relating to race, color, national origin, ancestry, age, marital status, sex, sexual orientation, religious creed, political affiliation, medical condition or, physical or mental disability, shall not be asked during an examination interview or interview for appointment.

(i) Eligibility Lists

1. After the examination process is completed, candidates shall be ranked on an eligible list according to their scores. Scores will be based on the combination of the scores from each part of the examination process after the appropriate weights are applied.
2. Scores shall be rounded up (.5 and above) to the nearest whole number.

(j) Final Selection (Hiring) Interview Process

1. When fewer than four applicants are determined to be qualified as a result of the application screening process or subsequent examination procedures, all the qualified candidates may be referred directly to the hiring department for consideration in a selection interview or other selection procedure. The hiring manager may make a selection or request that a new recruitment be initiated. This provision is intended to allow the hiring manager the ability to consider a minimum of four qualified eligibles prior to making a selection.
2. For any single vacancy, the Human Resources Officer shall refer the top four names (or more if there are ties in ranking with the fourth name) on the eligible list to the hiring department. After receiving the referral of names from the eligible list, the hiring department may select any of the referred eligibles.

(k) Offers of Employment

After interviewing all the referred eligibles, the department shall notify the Human Resources Officer of its intention to make an offer of employment. The Human Resources Department is responsible for making offers of employment.

(l) Step Upon Hire

Initial appointments will normally be made at the first step of the range. Advanced step placement, up to Step "C", may be made when a lower step appointment does not provide the person selected with a minimum 5% increase over their existing salary or when there are other extenuating circumstances. approval is obtained from the CEO upon recommendation from the Hiring Manager.

Promotional employees will be placed on the step of the new range that affords a minimum 5% increase over their current salary.

(m) Leave to Participate in Examinations

Employees may participate in examinations and other employment procedures scheduled during working hours without loss of pay, provided the employee notifies their supervisor two days prior to the date of the examination.

(n) Restrictions On Repeating an Examination

Applicants who have competed in an examination process may not repeat the examination for the same classification or repeat tests or test parts which are comprised of essentially the same questions or problems for six months. On the request of the applicant, when the examination process remains the same, the applicant may use his or her score on the previous examination in the current recruitment.

(o) Appeals of Recruitment / Selection Procedures

1. Appeals of an examination part must be received in writing in the Human Resources Department within three (3) working days of the occurrence of the event that is the subject of the appeal.
2. Appeals of an examination part shall descriptively state the specific allegation (inappropriate act, event or omission) on which the appeal is made, how the stated act, event or omission adversely affected the appellant, and the appellant's desired remedy. Failure to adequately describe the basis for the appeal may be grounds for denial of the appeal.
3. The Human Resources Officer shall review the basis for the appeal and shall promptly respond. If the event the Human Resources Officer is unable to respond to an appeal prior to conducting a subsequent examination part, s/he may authorize the candidate to continue in the examination process pending a final decision on the appeal. If the candidate is authorized to provisionally continue in the examination process, any testing part that the candidate participates in will not be scored until the appeal is completed.
4. If the appeal is denied, a written request for a second level review must be filed in the Human Resource Department within three (3) working days of the notice of denial. The Director of Administration will review the decision and shall issue a decision within five (5) working days of receipt of the request for a second level review.
5. If the second level review is denied by the Director of Administration, a final appeal may be made to the CEO. The CEO may choose to respond or let the matter rest.

This section is intended to ensure that alleged improprieties in the conduct of examinations be addressed as quickly as possible. A rating or score by an oral board may not be appealed.

13.2 ORDER OF FILING VACANCIES

1. Vacancies for Confidential and Management classes shall be filled in the following order:
 - a. Approved transfer (same classification).
 - b. Reinstatement from layoff.
 - c. Return from medical leave.
 - d. Return from non-medical leave.
 - e. Promotion, new hire or temporary assignment.

13.3 EXEMPTIONS (Added 5/3/2023)

- (a) Appointments to positions in the following classifications shall be exempt from the recruitment process in Sections 13.1 and 13.2:
 - (1) Executive Officer/Air Pollution Control Officer;
 - (2) District Counsel;
 - (3) Chief Operating Officer;
 - (4) Deputy Executive Officer;
 - (5) Senior Assistant Counsel.
- (b) Appointments to the classifications listed in subsection (a), above, need not include a competitive recruitment process and may be appointed directly by the appointing

authority listed in in Section III-3.3(c), subject to budgetary approval. Appointments to these classifications may be made at any salary step, notwithstanding any limitations in this Code, including Sections III-6.2 or III-6.4.

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: November 1, 2023

Re: Appointment of Hearing Board Members for the Public Category Positions -
Principal Member B and Alternate Member B

RECOMMENDED ACTION

Appoint to the Hearing Board: Barbara Toole O'Neil as Principal Member B in the Public category and Danny Cullenward as Alternate Member B in the Public category. If approved, these appointments will go into effect on November 1, 2023.

BACKGROUND

Pursuant to Section 40800 of the California Health and Safety Code, the Air District is required to maintain a Hearing Board consisting of five members including, one member who is a professional engineer registered as such pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code), one member from the medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine, one member admitted to the practice of law in this state, and two public members (Principal A and Principal B). The Air District Board of Directors may also appoint one alternate for each member. The alternate shall have the same qualifications, specified in Section 40801, as the member for whom such person is the alternate. The alternate may serve only in the absence of the member, and for the same term as the member. It has been the Air District's practice to fill all ten seats of the Hearing Board.

Pursuant to Division I, Section 8.6 of the Air District's Administrative Code, Hearing Board Member terms are limited to fifteen (15) consecutive years, with reappointment possible after a three-year absence.

The current Hearing Board consists of Public category members: Principal A, Alternate A, Principal B, and Alternate B. The Principal A and Alternate A members are currently serving their terms. Principal B and Alternate B members' terms expired on October 7, 2023.

DISCUSSION

The following two Hearing Board Member terms expired on October 7, 2023 and became vacant on that date: 1) Principal Member B in the Public category, and 2) Alternate Member B in the Public category. Staff initiated recruitment processes to fill these positions. Outreach and advertisement included listings on 12 job boards, including those focusing on diversity and volunteering. The job posting remained open for eight weeks, during which time 13 applications were received from candidates interested in serving on the Hearing Board in the Public category. Three applicants were interested in serving in the Public (Principal) Member B category. Nine applicants were interested in serving in the Public (Principal/Alternate) Member B category. One applicant withdrew from consideration; they were appointed to a different Hearing Board category seat just prior to consideration of the vacant Public category seats.

At the September 6, 2023 Finance and Administration Committee meeting, the Committee members designated an Ad Hoc Committee to review all Public category applications, using established criteria discussed at the meeting, and recommend five candidates to be interviewed at the next Finance and Administration Committee meeting on Wednesday, October 4, 2023. The established criteria included: geographic diversity; applicant does not qualify for another Hearing Board category; diversity in professional experience; dedication to community service; and completeness of application.

The Ad Hoc Committee met and chose to move six candidates forward to be interviewed by the Finance and Administration Committee. The six candidates chosen were:

1. David Grace, San Francisco County
2. Barbara Toole O'Neil, San Mateo County
3. Qian Tan, Santa Clara County
4. Danny Cullenward, San Francisco County
5. Gena Hilliard, Alameda County
6. Chuck Leonard, Contra Costa County

Interviews for the Public category vacancies were conducted at the October 4, 2023 Finance and Administration Committee meeting. The Committee recommends the following candidates for the Hearing Board:

Principal Member B in the Public category: Barbara Toole O'Neil

Alternate Member B in the Public category: Danny Cullenward

Barbara Toole O'Neil is an experienced manager and engineer who has focused on air quality and environmental issues. She has worked as a process engineer, research manager, regulatory inspector, and consultant. Her work includes pre- and post-combustion research for fossil-powered generation, focusing on fuel, fuel quality and fuel upgrades.

In August 2013, she was initially appointed as an Alternate Member of the Hearing Board. In April 2017, she was appointed as a Principal Member of the Hearing Board, and has actively served in that role until this recommended re-appointment. She has been the Vice Chair of the Hearing Board since November 2020. She holds a Bachelor of Science degree in Chemistry from

Carnegie Mellon University, and a Master of Science degree in Chemical Engineering from The University of Akron.

Danny Cullenward's primary occupation has been as a public interest researcher, employed at several research universities and non-profit research organizations. He has also taught energy law, climate policy, and a seminar on environmental law as a Lecturer at Stanford Law School. Additionally, he has consulted for policymakers and non-profit organizations working on energy and climate matters around the world—including in Canada, Europe, and China.

In late 2017, he was initially appointed as an Alternate Member of the Hearing Board. In October 2020, he was appointed as a Principal Member of the Hearing Board and served actively in that role until he was appointed to the Advisory Council in August 2021, which he served on until July 2023. He holds a Master's degree in Management Science and Engineering, a Juris Doctor degree, and a PhD in Environment and Resources, all from Stanford University.

All twelve of the Public Category applicants were good candidates who provided a wide range of professions, backgrounds, and experiences, from around the Bay Area. All Public Category candidate applications from the October 4, 2023 Finance and Administration Committee meeting are attached.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Erica Trask
Reviewed by: Hyacinth Hinojosa

ATTACHMENTS:

1. Hearing Board Public Candidate Packet_10.4.23FAC



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

HEARING BOARD - PUBLIC CANDIDATES

FINANCE AND ADMINISTRATION COMMITTEE

October 4, 2023

HEARING BOARD PUBLIC CANDIDATES TABLE OF CONTENTS

October 4, 2023

- Hearing Board Vacancy Announcement
- Hearing Board Member Roster/Attendance Sheet
- Applicants' Application Materials:

Public (Principal) Category

Barbara Toole O'Neil – Pacifica
Principal Category

Qian Tan – San Jose
Principal Category

Fung Lam – Corte Madera
Principal Category

Public (Principal and Alternate) Category

Harish Kashyap – Milpitas
Principal/Alternate Category

Frank Buffum – San Francisco
Principal/Alternate Category

Gena Hilliard - Oakland
Principal/Alternate Category

Public (Principal and Alternate) Category (Cont'd)

Walter Leclerc – Palo Alto
Principal/Alternate Category

Lawrence Kwoh – Richmond
Principal/Alternate Category

Danny Cullenward – San Francisco
Principal/Alternate Category

Tito Martinez – San Francisco
Principal (preferred)/Alternate Category

Chuck Leonard – Concord
Principal/Alternate Category

David Grace – San Francisco
Principal/Alternate Category



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Bay Area Air Quality Management District Hearing Board Member

SALARY	\$0.00 Hourly \$0.00 Biweekly \$0.00 Monthly \$0.00 Annually	LOCATION	CA, CA
JOB TYPE	Volunteer	JOB NUMBER	ET23.6.21
DEPARTMENT	Board of Director's Councils or Boards	DIVISION	Hearing Board
OPENING DATE	06/26/2023	CLOSING DATE	8/18/2023 5:00 PM Pacific

Description



The Bay Area Air Quality Management District (Air District) is a regional government agency, committed to achieving clean air to protect the public's health and the environment. The Air District accomplishes this goal through regulation of industrial facilities and various outreach and incentive programs designed to encourage clean air choices.

The Air District's jurisdiction encompasses all of seven counties - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, and portions of two others - southwestern Solano and southern Sonoma.

The Hearing Board is established by state law and consists of five members and their alternates - an attorney, a professional engineer, a member from the medical profession, and two members of the public.

The Air District is currently recruiting for the following five (5) Hearing Board seats:

- Principal in the Public category
- Principal in the Professional Engineer category
- Alternate in the Public category
- Alternate in the Medical category
- Alternate in the Professional Engineer category

Examples of Duties for this Position

The Hearing Board is a quasi-judicial body that rules on particular cases that affect only individual facilities. It is authorized to hear requests for variance relief, permit revocation, abatement orders, and appeals by permit applicants, or by interested

third parties, concerning the issuance or denial of permits.

These are volunteer positions. There is no salary. Members of the Hearing Board receive a stipend of \$400 per meeting day, plus travel expenses, if applicable.

Minimum Qualifications

The applicants for the Hearing Board are evaluated based on their qualifications to serve as representatives for their profession, field of endeavor, or the community, as the case may be.

Members in the Professional Engineer category must be registered as a Professional Engineer in the State of California, pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code).

Members in the Medical category must be in a medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine.

How to Apply & Selection Criteria

Hearing Board members serve a term of three years and may be reappointed to a maximum of fifteen consecutive years. The Hearing Board can meet as often as 1-3 times a week depending on the volume of cases filed, usually on Tuesdays, at the Air District's office at 375 Beale Street, San Francisco, CA 94105.

Interviews are held during the Air District's Board of Director's Finance and Administration Committee Meeting. If you are selected for an interview, our staff will contact you to request your presence at this meeting/interview.

HOW TO APPLY & SELECTION CRITERIA:

Interested individuals must submit the following materials no later than 5:00p.m. on **Friday, August 18, 2023:**

- 1) A completed BAAQMD Hearing Board application, along with;
- 2) A chronological resume

Applications are accepted online. For an application, contact the Human Resources Office at (415) 749-4667 or you may download a copy at our website at www.baaqmd.gov/jobs. Completed application packets should be returned to: Bay Area Air Quality Management District, Human Resources Office, 375 Beale Street, Suite 600, San Francisco, CA 94105. Faxes will be accepted, as long as a hard copy original is submitted by mail or in person by the filing deadline.

Agency

Bay Area Air Quality Management District

Address

375 Beale Street Suite 600

San Francisco, California, 94105

Phone

415-749-4980

415-749-4980

Website

<http://www.baaqmd.gov>

Hearing Board Member Supplemental Questionnaire

QUESTION 1

Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.

QUESTION 2

Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

QUESTION 3

Please list relevant accomplishment, publications, or awards.

QUESTION 4

The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

* Required Question

Hearing Board Attendance from 2019 - 2023 (Current Members Only)
as of 8/9/23

Hearing Date	V. Armento Principal Member, Attorney Category	B. Toole O'Neil Principal Member A, Public Category	Q. Tan Alternate Member A, Public Category	P. Chiu Principal Member, Medical Category	D. Conrad Alternate Member, Medical Category	A. Timbers Principal Member B, Public Category	J. Lee Alternate Member, Attorney Category	F. Lam Alternate, Public Category
2019								
4/16/2019	X	X	Not present	X				
5/7/2019	X	X	Not present	X				
7/23/2019	X	X	X	X				
12/10/2019	X	X	Not present	X				
2020								
NO HEARINGS HELD								
2021								
1/12/2021	X	X	x	X	Not present	Not present		
1/26/2021	X	X	Not present	X	Not present	X		
4/20/2021	X	X	Not present	X	Not present	Not present		
2022								
3/15/2022	X	X	Not present	X	Not present	X		
4/12/2022	X	X	X	X	Not present	X	Not present	
6/28/2022	X	X	Not present	X	Not present	X	X	
7/5/2022	X	X	Not present	X	Not present	X	X	
7/12/2022	X	X	Not present	X	Not present	X	X	
9/13/2022	X	X	Not present	Not present	Not present	Not present	X	
10/18/2022	X	X	Not present	X	Not present	X	Not present	
11/8/2022	X	X	Not present	X	Not present	Not present	Not present	
2023								
8/8/2023	X	X	Not present	X	Not present	Not present	Not present	X

"X" means "present"

Gray indicates that the member was not yet appointed to the Hearing Board

Hearing Board Roster and Vacancy Status as of September 6, 2023

Category	Hearing Board Position	Name	County of Residence
Public	Principal A	Amelia Timbers Term expires 4/6/25	Contra Costa County
	Alternate A	Fung Lam Term expires 6/21/26	Marin County
	Principal B	Barbara Toole O’Neil (Vice Chair) Term expires 10/7/23	San Mateo County
	Alternate B	Qian Tan Term expires 10/7/23	Santa Clara County
Attorney	Principal	Valerie Armento (Chair) Term expires 4/6/25	Santa Clara County
	Alternate	Jeffrey Lee Term expires 4/6/25	San Francisco County
Professional Engineer	Principal	Rajiv Dabir – Pending	Contra Costa County
	Alternate	Jeffrey Maddox – Pending	Contra Costa County
Medical	Principal	Peter Chiu Term expires 4/6/25	Santa Clara County
	Alternate	David Conrad Term expires 10/7/23	San Mateo County
		Sumeet Batra – Pending	Alameda County

EMPLOYMENT APPLICATION

**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Toole O'Neil, Barbara
ET23.6.21 HEARING BOARD MEMBER**

Received: 8/2/23 4:48 PM

For Official Use Only:

QUAL: _____

DNQ: _____

 Experience Training Other: _____**PERSONAL INFORMATION**

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Toole O'Neil, Barbara		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████ Pacifica, California 94044		EMAIL ADDRESS: ██████████
HOME PHONE: ██████████		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree		

PREFERENCES

MINIMUM COMPENSATION: \$60.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time, Per Diem	
SHIFTS YOU WILL ACCEPT: Day, Rotating, On Call (as needed)	
OBJECTIVE: To continue serving on the BAAQMD Hearing Board	

EDUCATION

DATES: From: 1/1976 To: 5/1982	SCHOOL NAME: The University of Akron	
LOCATION: (City, State/Province) Akron, Ohio	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Chemical Engineering	UNITS COMPLETED: 122 - Semester	
DATES: From: 9/1971 To: 5/1975	SCHOOL NAME: Carnegie Mellon University	
LOCATION: (City, State/Province) Pittsburgh, Pennsylvania	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Chemistry	UNITS COMPLETED: 263 - Semester	

WORK EXPERIENCE

DATES: From: 4/2012 To: Present	EMPLOYER: Consultant	POSITION TITLE: Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pacifica, California, 94044		
PHONE NUMBER: ██████████	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 30	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Sole proprietorship consulting on environmental issues including air quality, climate and climate offset projects. Working primarily with three companies on climate related projects.		
DATES: From: 5/2012 To: Present	EMPLOYER: Aster Global Environmental Services, Inc	POSITION TITLE: Senior Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) North Lawrence, Ohio		
SUPERVISOR: ██████████ - President	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 25	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 2

DUTIES: Provide climate services support, climate services projects and air quality and energy project projects.		
DATES: From: 1/2009 To: 3/2012	EMPLOYER: Det Norske Veritas GL	POSITION TITLE: Principal Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████ Oakland, California, 94612		COMPANY URL: dnvgl.com
SUPERVISOR: ██████████ - Manager, International Development Climate Service	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 5
DUTIES: Managed climate services group for North America		
DATES: From: 3/2005 To: 12/2008	EMPLOYER: Tetra Tech EMI	POSITION TITLE: Sr. Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Oakland, California		COMPANY URL: tetratech.com
SUPERVISOR: ██████████ - Operations Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 3
DUTIES: Sr. Engineer for power and air quality projects including criteria and air toxics and greenhouse gases		
REASON FOR LEAVING: ██████████		
DATES: From: 1/2001 To: 3/2005	EMPLOYER: US EPA Region 9	POSITION TITLE: Environmental Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California, 94104		COMPANY URL: epa.gov/region09
SUPERVISOR: ██████████ - Section Chief	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Credentialed enforcement inspector, Regional Science Council (chair), Regional Science Adviser, ambient monitoring and manure management work.		
REASON FOR LEAVING: ██		
DATES: From: 7/1988 To: 12/2000	EMPLOYER: The Electric Power Research Institute (EPRI)	POSITION TITLE: Project Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Palo Alto, California		COMPANY URL: epri.com
SUPERVISOR: ██████████ - Technical Executive	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: ██████████ /month	
DUTIES: Managed research projects on emissions from fossil power generation including power plant discharges, transport and deposition of air emissions.		
REASON FOR LEAVING: ██		
DATES: From: 7/1979 To: 7/1988	EMPLOYER: Babcock & Wilcock	POSITION TITLE: Research Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Alliance, Ohio		COMPANY URL: babcock.com
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
HOURS PER WEEK: 40	SALARY: ██████████ /month	
DUTIES: Research engineer on fossil fuel generation and pollution control equipment, performance engineer for boiler performance testing		
REASON FOR LEAVING: ██████████		

CERTIFICATES AND LICENSES

TYPE: Certified Hazardous Materials Manager - Master Level	
LICENSE NUMBER: ██████████	ISSUING AGENCY: Institute of Hazardous Materials Management
TYPE: Qualified Environmental Professional	

LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Institute of Professional Environmental Practice
TYPE: Accredited Lead Verifier	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California ARB MRR
TYPE: Accredited Lead Verifier - Carbon Offsets	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California ARB Cap-and Trade
TYPE: CORSIA Verifier (Carbon Offsetting and Reduction Scheme for International Aviation)	
LICENSE NUMBER: CORSIA [REDACTED]	ISSUING AGENCY: International Air Transportation Association
TYPE: Approved Standardized Methods Expert (carbon offset projects)	
LICENSE NUMBER: None	ISSUING AGENCY: Verra (formerly Verified Carbon Standard)

Skills

OFFICE SKILLS: Typing:30 Data Entry:0
OTHER SKILLS:
LANGUAGE(S):

ADDITIONAL INFORMATION

Additional Information Appointed Alternate, Hearing Board BAAQMD in August 2013

REFERENCES

REFERENCE TYPE: Professional	NAME: Peter Hess	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Corte Madera, California		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	
REFERENCE TYPE: Professional	NAME: Michele Grossman	POSITION: Director, Sustainability, Equilibrium Capital.
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	

Agency-Wide Questions**1. How did you find out about this position?**

District Employee

2. If other, please tell us where.

N/A

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

I am not related to a District employee or Board member

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.

Ms. Toole O'Neil is an experienced manager and engineer who has focused on air quality and environmental issues. She has worked as a process engineer, research manager, regulatory inspector, and consultant. The work includes pre and post combustion research for fossil- powered generation focusing on fuel, fuel quality and fuel upgrades, Her education includes a BS in Chemistry, and an MS in Chemical Engineering. See the list in item 2 for work on Boards.

2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

- Board of Directors, Air Waste Management Association (AWMA) (2004-2006) and Vice President (2006)
- Board of Directors (2007-2020) Past Chair (2007-2009), AWMA Golden West Section
- Board of Directors (2012-2016), US Green Building Council, Diablo Valley
- US representative to ISO Technical Committee 207 for development of ISO 14060 series (GHG and Water standards) 2010-2012.

3. Please list relevant accomplishments, publications, or awards.

The publications list is provided in the attached resume with ~120 publications

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- ANSI Assessor, ISO 14065 General Requirements for Greenhouse Gas Validation and Verification Bodies
- Accredited Lead Verifier for California Air Resources Board under the mandatory reporting rule (██████████)
- Accredited Lead Verifier for California Air Resources Board under the Compliance Offset program, Ozone Depleting Substances (ODS) offset project specialist and livestock project specialist (██████████)
- Registered, Qualified Environmental Professional (QEP) (██████████)
- Certified Hazardous Materials Manager, Master Level (██████████)
- Verra (VCS) Approved Standardized Methods Expert
- Accredited Verifier, Airport Carbon Accreditation
- Completed CORSIA Verification Course (CORSIA ██████████)

PROFESSIONAL ACHIEVEMENTS

- US EPA Administrator's FY2015 Award for Outstanding Accomplishments by a SD-VOSB Contractor, 2016
- Tetra Tech EM Inc. Award for Excellence in Science and Engineering, 2006
- Regional Administrator's Award for Science, 2003
- Regional Administrator's Award for Outstanding Environmental Results during the Permitting of Tucson Electric Power's Springerville Expansion Project, 2002
- Administrator's Bronze Medal for Commendable Service Award for outstanding efforts to address the California Energy Shortages, 2002
- Chauncey Award for Mercury Research (team) (EPRI Corporate Award of Excellence), 1998
- EPRI 3D Award for Air Toxics Synthesis Report (team) (EPRI Corporate Award of Excellence), 1995

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

I have been able to attend the meetings/hearings of the Board for the entire length of the meeting. . And I have had the time to prepare for the meetings/hearings.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Barbara Toole O'Neil on 8/2/23 4:48 PM

BARBARA TOOLE O'NEIL, Q.E.P. CHMM

EDUCATION

M.S., Chemical Engineering, University of Akron

B.S., Chemistry, Carnegie Mellon University

Summary

Since 2012, Ms. Toole O'Neil has focused on air quality, climate services, corporate responsibility, and energy efficiency projects from the industrial manufacturing to ecosystems services sectors. Her work responsibilities have addressed a wide range of environmental issues from preparing inventories or offset project documents to assessing methodologies submitted to the Verified Carbon Standard (VCS) (forestry to energy efficiency); supporting the development of the ARB Mine Methane Capture Protocol as part of the working group, managing energy efficiency surveys and measurement projects on farms, validating/ verifying inventories and carbon offset projects, corporate social responsibility auditing, developing governance for sustainability non-profits, to writing a social standard to assess the impact of environmental projects (carbon, water, forestry, agriculture) on the quality of life for women in emerging third world countries.

Clients have included: Carbonomics, EPRI, Blue Source, Finite Carbon, Waste Management, Restore Americas Estuaries, Ministry of Industry of Ethiopia, Unisource Energy Marketing, Chinook Energy, Coeur Alaska Kensington Mine, DPC, Dow Chemical, Southern Ute Dept. of Energy, California, DNV·GL (Oakland, CA, Mexico City, Mexico and Oslo, Norway), Sprint, Prologis, CTC, Prologis, Navigant, ICF, Boeing, Freeport McMoRan, Wells Fargo, APL, Navigant, Cradle to Cradle Product Innovations Institute, WREA, and Women Organising for Change through Agriculture and Natural Resources Management(WOCAN).

She is currently a member of the Hearing Board of the Bay Area Air Quality Management District. She was a member of the Environmental Management Advisory Board for the UC Berkeley Extension program, advisor to Cradle to Cradle Product Innovation Institute Standards Board for Renewable Energy and Carbon Management

Aster Global Environmental Solutions

2017-Present

Ms. Toole O'Neil has worked with the Aster Global team since 2013 they were part of ESI. She has focused on validation, verification and consulting work for the carbon offset clients of Aster Global. The verifications have included mandatory reporting programs in British Columbia, Alberta, Saskatchewan and Quebec. She has also completed CDP verifications that include GHG, water and supply chain verifications and a CORSIA verification. Validation and verifications for carbon offset projects have been completed for VCS and ACR and include forestry, energy use, and re-refining of used oils. Consulting services have included a life cycle assessment for a biomass facility in Ghana, a methodology development, and standards review for a non-profit organization.

Independent Consulting

2012 – P

Since 2012, Ms. Toole O'Neil has focused on climate services, air quality, corporate responsibility, energy efficiency and utility fuels projects for a wide range of clients from the utilities/manufacturing, consulting to non-profit organizations. Ms. Toole O'Neil has on-call contracts with Terracon, Lindahl Reed, Redhorse Corporation, Environmental Services, Inc., S&A Carbon, and Adelante Consulting.

University of California, Berkeley
2013 – 2022 (Instructor, Extension Program)

Ms. Toole O'Neil is an instructor in the Construction and Sustainability Management program teaching classes on climate change, environment and sustainability, environmental measurement and monitoring, California and US environmental law, and fundamentals of greenhouse gas management. She is a member of the Environmental Management Advisory Board for the UC Berkeley Extension program.

Det Norske Veritas (now DNV-GL)
2009 – 2012 (Principal Consultant, Verification, Validation & Monitoring Services)

Ms. Toole O'Neil was a Principal Consultant focusing on climate and air quality issues in North America. She led the effort to gain ANSI accreditation to the ISO14065 standard, CARB accreditation, CAR, VCS and ACR accreditation. Her projects have ranged from preparing inventories, reviewing inventories prior to verification, annual update training for inventories and projects to validating/verifying GHG offset projects.

Tetra Tech EM Inc.
2005-2008 (Environmental Engineer)

Ms. Toole O'Neil developed and managed the climate program from 2006-2008, building the practice to 40 clients including 22 verification clients and 18 inventory/consulting clients. She also completed projects on air quality and fuels, agriculture and dairies, air toxics permits and monitoring, and new and existing power generation projects.

U.S. Environmental Protection Agency, Region 9
2001 – 2005 (Environmental Engineer)

In the Air Division, as part of the technical support staff, Ms. Toole O'Neil focused on air quality monitoring, modeling and implementation of the air toxics regulations. Special focus areas were mercury, energy, and dairies. Ms. Toole O'Neil was part of the energy team responding to energy issues in California and the western United States. As part of the enforcement staff, she was part of the team negotiating a new permit for Tucson Electric Power's Springerville Plant. In the Policy and Management Division, Ms. Toole O'Neil was a Science Policy Advisor, chairing the Regional Science Council and providing summary materials on science activities to the Deputy Regional Administrator.

The Electric Power Research Institute (EPRI) – Palo Alto, CA
1988 – 2001 (Project Manager)

Ms. Toole O'Neil had a number of responsibilities while at EPRI including: developing and managing the EPRI response to EPCRA 313, the toxics release inventory which included a web-based product for EPRI-funders; managing the development of a model for characterizing the fate and transport of trace substances around a power plant called the PISCES Model; managing the first EPRI web-based interactive database of multimedia primary data from power plant testing; managing ~20 full-scale tests in response to Title IV of the 1990 Clean Air Act Amendments (CAAA) for air toxics, leading the team of USGS, state surveys, coal companies and utilities to develop a new national coal quality inventory.

Babcock & Wilcox R&DD Alliance, OH (Research Engineer: 1979 – 1988)

During her tenure with Babcock & Wilcox R&DD, Ms. Toole O'Neil functioned as a lead engineer and project manager for a ~1MWe pilot plant for testing new post combustion equipment, for contract guarantee tests at commercial power plants, project engineer on EPA/DOE furnace injection technology development, lead engineer/writer for DOE Clean Coal 2 and 3 projects (all awarded contracts)

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- ANSI Assessor, ISO 14065 General Requirements for Greenhouse Gas Validation and Verification Bodies
- Accredited Lead Verifier for California Air Resources Board under the mandatory reporting rule (██████████)
- Accredited Lead Verifier for California Air Resources Board under the Compliance Offset program, Ozone Depleting Substances (ODS) offset project specialist and livestock project specialist (██████████)
- Registered, Qualified Environmental Professional (QEP) (██████████)
- Certified Hazardous Materials Manager, Master Level (██████████)
- Verra (VCS) Approved Standardized Methods Expert
- Accredited Verifier, Airport Carbon Accreditation
- Completed CORSIA Verification Course (CORSIA ██████████)

PROFESSIONAL AFFILIATIONS

- Board of Directors, Air Waste Management Association (AWMA) (2004-2006) and Vice President (2006)
- Board of Directors (2007-2020) Past Chair (2007-2009), AWMA Golden West Section
- Board of Directors (2012-2016), US Green Building Council, Diablo Valley
- US representative to ISO Technical Committee 207 for development of ISO 14060 series (GHG and Water standards) 2010-2012.
- Member, Sigma Xi, AWMA, IHMM

PROFESSIONAL ACHIEVEMENTS

- US EPA Administrator's FY2015 Award for Outstanding Accomplishments by a SD-VOSB Contractor, 2016
- Tetra Tech EM Inc. Award for Excellence in Science and Engineering, 2006
- Regional Administrator's Award for Science, 2003
- Regional Administrator's Award for Outstanding Environmental Results during the Permitting of Tucson Electric Power's Springerville Expansion Project, 2002
- Administrator's Bronze Medal for Commendable Service Award for outstanding efforts to address the California Energy Shortages, 2002
- Chauncey Award for Mercury Research (team) (EPRI Corporate Award of Excellence), 1998
- EPRI 3D Award for Air Toxics Synthesis Report (team) (EPRI Corporate Award of Excellence), 1995

PUBLICATIONS

1. The SporeCam™ - An Autonomous Spectrometer for Ambient Air Monitoring; P. Manatou , B. Toole O'Neil, G. Wanke, D. Pilsworth, A&WMA's 113th Annual Conference & Exhibition, June 29 - July 2, 2020.
2. The Role of Verification in the California Program, B. Toole O'Neil, J. McMahon, AWMA Bracing for Climate Change: Strategies for Mitigation and Resiliency Planning Conference, December 11-12, 2019.
3. A New Instrument for Ambient Air Monitoring, P. Manatou , B. Toole O'Neil. AWMA Air Quality Measurement Methods and Technology Conference, November 9-11, 2017
4. The Status of Measurement, Report and Verification (MRV) Systems, at the International Level: *Lessons for the Implementation of 'Nationally Appropriate Mitigation Actions (NAMAS)' and 'Low Emissions Development Strategies (LEDS)'*. A. Gómez, G. Godínez, B. Toole O'Neil, P. Reed, USAID, August 2013
5. W+ Standard, WOCAN, 2013 (principal author)[a standard that quantifies the benefit to women from projects, eg carbon projects]
6. Greenhouse Gas Inventories: The Case for Verification, B. Toole O'Neil, Joint Services Environmental Managers Conference, Denver, CO, May 5, 2008
7. A Comparison of Carbon Dioxide Emissions Estimation Methods for Use in GHG Inventories, B. Toole O'Neil, Electric Utilities Environmental Conference, Tucson, AZ, Jan 30, 2008
8. Voluntary Emissions Reporting:- Lessons Learned with the California Climate Action Registry , B. Toole O'Neil, D. Millar, M. Grossman, 2007 Air and Waste Management Annual Conference Pittsburgh, PA, June 20, 2007.
9. Clean Air Mercury Rule and State Implementation, B. Toole O'Neil, M. Grossman, 2007 Air and Waste Management Annual Conference, June 2007
10. Western Bituminous Coal – that other Fuel, B. Toole O'Neil, J. Quik, 20th Symposium on Western Fuels – International Conference on Lignite, Brown and Sub-Bituminous Coals, Denver CO. Oct. 22-24, 2006
11. Mercury in U.S. Coal and the Clean Air Mercury Rule, B. Toole O'Neil, 8th International Conference on Mercury as a Global Pollutant, Madison WI, Aug. 7, 2006.
12. Pre-Combustion Management as Part of a Long Term Mercury Compliance Plan, Barbara Toole O'Neil, Air & Waste Management Association Annual Conference and Meeting, June, 2006.
13. Mercury in US Coal and the US EPA Clean Air Mercury, B. Toole O'Neil, J. Quick, D. Akers, *Oil, Gas and Energy Law Intelligence*, Vol. 3, Issue 3, October, 2005
14. Compliance Planning for Mercury Control – An Integrated Approach, D.J. O'Connor (EPRI), B. Toole O'Neil, Geological Society of America Annual Meeting, V. 37, No. 7, Oct. 16, 2005
15. Mercury in Coal - Pre-combustion Management Options for Emission Control, B. Toole O'Neil, Geological Society of America Annual Meeting, V. 37, No. 7, Oct. 16, 2005
16. The Potential of Pre-Combustion Management as Part of a Mercury Compliance Plan, B. Toole O'Neil, D.J. O'Connor, for Society of Mining Engineering Annual Meeting, March 2, 2005.
17. Western energy Issues: Power Generation, B. Toole O'Neil, EPA Region 9, <http://www.epa.gov/region09/cross~pr/energy/generators/irndex.html>, 2001
18. Energy Issues in the Pacific Southwest, B. Toole O'Neil, EPA Region 9, http://www.epa.gov/region09/cross_pr/energy/index.html, 2001.
19. Removal of Trace Metals from Residual Fuel Oils, B. Toole O'Neil, J. Pirkey, EPRI TR-10001153, 2001.
20. Trace Metals Evaluation of Crumb Rubber Tire-Derived Fuel Co-Firing Tests on a Coal-Fired Boiler, B. Toole O'Neil, EPRI TR-111854, 2001.
21. Hexane and Other Alkane Emission Estimates for natural Gas-Fired Boilers, B. Toole

- O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 2000.
22. Coal as an Organic Rock, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 2000.
 23. Selecting TRI Chemicals Relevant to Utility Power Plants - Revised, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 2000.
 24. Status Report: Mercury in the Environment, J. Yager, B. Toole O'Neil, G. Offen, L. Levin, P. Chu, U.S. EPA Public Meeting on Utility Air Toxics Regulatory Determination, 2000.
 25. Electricity Generation and the Environment, B. Toole O'Neil, *17th Pittsburgh Coal Conference*, 2000.
 26. 12. Mercury Concentration in Coal - Unraveling the Puzzle, B. Toole O'Neil, S.J. Tewalt, R.B.Finkelman, D.J. Akers, *Fuel*, 78, 1, p. 47-54, 1999.
 27. The Cost and Effectiveness of Coal Cleaning for Control of Mercury Emissions, D.J. Akers, B. Toole O'Neil, *Proceedings: EPRI-DOE-EPA Combined Utility Air Pollutant Control Symposium*, EPRI TR-113187, 1999.
 28. Mineral Forms of Trace Elements in Coal and Coal Ash - A Summary, B. Toole O'Neil, G.A. Watkins, R. Myhre, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 29. The Quality, Treatment, and Application of Data in the PISCES Database, R.G. Wetherold, D.A. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 30. Data Quality and Distribution -A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 31. Data Distribution in the PISCES Database - A Summary, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 32. Sampling and Analytical Methods - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 33. Quality of Data in the PISCES Database - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 34. Treatment of Emissions Data in the PISCES Database - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 35. Comparison of Methods for Treating Nondetected Values - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 36. Comparison of Emissions Estimating Methods - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 37. Wet/Dry Coal Basis for EFH Method, R. Wetherold, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 38. A Comparison of Methods for Estimating Power Plant Trace Species Emissions, B. Toole O'Neil, E.S. Rubin, R. Wetherold, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 39. A Comparison of Methods for Estimating Power Plant Trace Species Emissions - A Summary, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 40. Sulfuric Acid Measurement - A Summary, B. Toole O'Neil, R.G. Rhudy, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 41. Oxidizing Biocides in Power Plant Cooling Systems, W. Michelletti, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 42. Oxidizing Biocides in Power Plant Cooling Systems - A Summary, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 43. Cooling Tower Wood Leaching Estimates, W. Michelletti, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 44. Cooling Tower Wood Lesching Estimates - A Summary, B. Toole O'Neil, EPRI TRI

- Technical Resource Guide, <http://www.epri.com>, 1999.
45. An Overview of TRI Treatment Efficiency, B. Toole O'Neil, R. Wetherold, D. Orr, W. Michelletti, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 46. Dioxin and Dioxin-Like Compounds - A Summary of the Petition To EPA Under EPCRA S. 313, D. Choudhury, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 47. Emissions of Dioxin and Dibenzofuran Compounds from Fossil-Fired Utility Boilers, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 48. Emissions of Dioxin and Dibenzofuran Compounds from Fossil-Fired Utility Boilers - A Summary, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 49. Information for Reporting On-Site Waste Treatment Methods and Efficiencies, as Required by Section 7 of EPA's Toxics Release Inventory Form R, W.C. Micheletti, D.A. Orr, R.G. Wetherold, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.qph.com>, 1999.
 50. "TVA Uses EPRI's PISCES Model to Estimate Toxics Release Inventory (TRI) Releases", B. Toole O'Neil, *EPRI Innovators*, EPRI IN-1 12086, 1999.
 51. PISCES: Power Plant Chemical Assessment Model - Version 2.1, Volume 1-2, B. Toole O'Neil, EPRI AP_107036r, 1998.
 52. Assessment of Coal Cleaning for Trace Element Control, B. Toole O'Neil, EPRI TR-111852, 1998.
 53. Precombustion Control of Trace Metals in Coal, J. Pirkey, B. Toole O'Neil, H. Brandon, ESEERCO EP 96-07, 1998.
 54. The Toxics Release Inventory, *EPRI Environmental Focus*, B. Toole O'Neil, EPRI BR-110004, 1998.
 55. *Dry Scrubbing Technologies for Flue Gas Desulfurization*, B. Toole O'Neil, Ed., Kluwer Academic Publishers, 1998.
 56. Coal Cleaning for HAPS Control: Cost and Performance, D.J. Akers, Z. Zitron, B. Toole O'Neil, Proceedings: 23rd Technical Conference on Coal Utilization and Fuel Systems, 1998.
 57. Engineering Guidelines for Pre-Combustion Control of Air Toxics, C.E. Raleigh, D.J. Akers, G.S. Janik, B. Toole O'Neil, Pittsburgh Coal Conference, 1998.
 58. Trace Element Mineral Forms in Four Major U.S. Coal Basins: A TRI-Oriented Summary of DOE/USGS Tests. B. Toole O'Neil, D. Dunster, R. Myhre, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 59. Trace Element Mineral Forms in Four Major U.S. Coal Basins - A Summary, B. Toole O'Neil, G.A. Watkins, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 60. Emissions of Hydrogen Chloride and Hydrogen Fluoride Aerosols from Coal-Fired Power Plants, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 61. Emissions of Hydrogen Chloride from Coal-Fired Power Plants - A Summary, R.G. Wetherold, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 62. Emissions of Hydrogen Fluoride from Coal-Fired Power Plants - A Summary, R.G. Wetherold, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 63. Condenser Corrosion Estimates, W. Michelletti, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 64. Condenser Corrosion Estimates - A Summary, W. Michelletti, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 65. Resolve Locational Problems with TRI - A Summary of the Petition To EPA Under EPCRA S. 313, B. Toole O'Neil, D. Choudhury, EPRI TRI Technical Resource Guide,

- <http://www.epri.com>, 1998.
66. Barium Compounds - A Summary of the Petition To EPA Under EPCRA S. 313, B. Toole O'Neil, D. Choudhury, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 67. Hydrochloric Acid - A Summary of the Petition To EPA Under EPCRA S. 313, B. Toole O'Neil, D. Choudhury, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 68. Phosphoric Acid - A Summary of the petition To EPA Under EPCRA S. 313, B. Toole O'Neil, D. Choudhury, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 69. Sulfuric Acid - A Summary of the Petition To EPA Under EPCRA S. 313, B. Toole O'Neil, D. Choudhury, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 70. Mineral Forms of Trace Elements in Coal and Coal Ash, B. Toole O'Neil, K. Finney, R. Myhre, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1998.
 71. Trace Metals Removal from Residual Fuel Oils, H.B. Lange, J. Pirkey, J.G. Reynolds, B. Toole O'Neil, EPRI-DOE-EPA Combined Utility Air Pollutant Control Symposium, EPRI TR-108683, 1997.
 72. The Use of Coal Cleaning for Trace Element Removal, C.E. Raleigh, D.J. Akers, B. Toole O'Neil, *EPRI-DOE-EPA Combined Utility Air Pollutant Control Symposium*, EPRI TR-108683, 1997.
 73. PISCES: Power Plant Chemical Assessment Model - Version 2.0, Volume 1-2, B. Toole O'Neil, EPRI AP-107036, 1997.
 74. Proceedings: EPRI-DOE International Conference on Managing Hazardous and Particulate Air Pollutants, B. Toole O'Neil, EPRI TR-105749, 1997.
 75. PISCES Database Reference Guide, B. Toole O'Neil, D.A. Orr, R.G. Wetherold, EPRI DN-16016, 1997.
 76. The Feasibility of Coal and Oil Cleaning for Reduced Air Emissions, B. Toole O'Neil, C. E. Raleigh, D.J. Akers, H.B. Lange *EPRI-DOE-EPA Combined Utility Air Pollutant Control Symposium*, EPRI TR-108683, 1997.
 77. Toxic Release Inventory Estimates for Coal-Fired Electric Power Plants, E. S. Rubin, M.D. Bedillion, B. Toole O'Neil, Proceedings: *Fourth International Conference on Managing Hazardous Air Pollutants*, EPRI TR-111024, 1997.
 78. Precombustion Control of Air Toxics, D.J Akers, C. Harrison, M. Nowak, B. Toole O'Neil, PowerGen, 1997.
 79. Use of the PISCES Database: Power Plant Aqueous Stream Compositions, in *Clean Water: Factors that Influence its Availability Quality and its Use*, W. Chow Ed, Kluwer Academic Publishers, 1996.
 80. Coal laboratory User's Guide: An Engineers Look at Laboratory Analyses, B. Toole O'Neil, EPRI TR-106239, 1996.
 81. Gas-Fired Boiler and Turbine Air Toxics Summary Report, B. Toole O'Neil, P. Chu, EPRI TR-105646, 1996.
 82. The EPRI PISCES Database: Summary of Fuels Information, R.G. Wetherold, D.A. Orr, J.M. Leonard, B. Toole O'Neil, Proceedings: EPRI-DOE International Hazardous and Particulate Air Pollutants, EPRI TR-105749, 1995.
 83. Applications of the PISCES Database, D.A. OK, R.G. Wetherold, C.E. Reise, B. Toole O'Neil, *Proceedings: EPRI/DOE International Conference on Managing Hazardous and Particulate Air Pollutants*, EPRI TR-105749, 1995.
 84. Precombustion Control Options for Air Toxics Removal, D.J. Akers, B. Toole O'Neil, Proceedings: *The Economic & Environmental Aspects of Coal Utilization VI*, 1995.
 85. The PISCES Model: A New Tool for Chemical Effluents Assessment and Control, E.S. Rubin, B Toole O'Neil, 1995 International Clem Water Conference, in *The Environmental Professional*, 1995.
 86. Bayesian Methods for Estimating the Uncertainty in Hazardous Air Pollutants Emissions from Coal-Fired Power Plants, J.R. Kalagnanam, E.S. Rubin, MB. Berkenpas, B. Toole O'Neil, *Proceedings: EPRI/DOE International Conference on Managing Hazardous and*

- Particulate Air Pollutants*, EPRI TR-105749, 1995.
87. PISCES: Results from Field Sampling Programs, P. Chu, B. Toole O'Neil, EPRI Environmental Control Systems Update, 1995.
 88. PISCES: Power Plant Chemical Assessment Model - Version 1.0, Volume 1-2, B. Toole O'Neil, EPRI AP-103930, 1995.
 89. Modeling the Uncertainty in Hazardous Air Pollutant Emissions, E.S. Rubin, M.B. Berkenpas, H.C. Frey, and B. Toole O'Neil, *Proceedings: Second International Conference on Managing Hazardous Air Pollutants*, EPRI TR-104295, 1994.
 90. Coal Cleaning: A Pre-Combustion Air Toxics Control Option, D.J. Akers, R.L. Dospoy, C.E. Raleigh, B. Toole O'Neil, *American Chemical Society*, 39, 2 p. 524, 1994.
 91. Pre-Combustion Control Options for Air Toxics, B. Toole O'Neil, D.J. Akers, Engineering Foundation Conference, 1994.
 92. Coal Cleaning: An Effective Method of Trace Element Removal, C. Raleigh, D. Akers, B. Toole O'Neil, *Proceedings: 11th Pittsburgh Coal Conference*, 1994.
 93. Hexavalent Chromium Method Evaluation and Field Measurements, R. Finken, S. Steinsberger, B. Toole O'Neil, Engineering Foundation Conference on Measuring Air Toxics, 1994.
 94. Speciation of Nickel Emissions from Oil-Fired Utility Boilers, J.R. Hone, B. Toole O'Neil, *87th Air & Water Management Association Annual Meeting*, 1994.
 95. Hazardous Air Pollutant Emissions from Natural Gas-Fired Utility Boilers, B.A. Fangmeier, M.D. McDannel, B. Toole O'Neil, *87th Air & Waste Management Association Annual Meeting*, 1994.
 96. Measurement of Radionuclide Inputs and Emissions at Two Oil-Fired Boilers and Two Gas-Fired Boilers, D.V. Kumm, B. Toole O'Neil, *87th Air & Waste Management Association Annual Meeting*, 1994.
 97. A Summary of Air Toxic Emissions from Natural Gas-Fired Combustion Turbines, B.A. Fangmeier, R.M. Himes, M.D. McDannel, R.A. Lott, B. Toole O'Neil, AFRC/JFRC Pacific Rim International Conference on Environmental Control of Combustion Processes, 1994.
 98. Evaluation of NO_x Removal and NO₂ Emissions in Dry Sodium Desulfurization Processes, B. Toole O'Neil, EPRI TR-103667, 1994.
 99. Dry Calcium Hydroxide Injection at 1000F for SO₂ Control, B. Toole O'Neil, EPRI TR-103666, 1994.
 100. *Proceedings: Second International Conference on Managing Hazardous Air Pollutants*, 1993, B. Toole O'Neil, EPRI TR-104295, 1994.
 101. *Proceedings: 1991 EPRI-DOE-EPA Sulfur Dioxide Control Conference*, B. Toole O'Neil, EPRI TR-101054, 1993.
 102. Prototype Evaluation of Limestone Injection Multistage Burner (LIMB) Technology on a Pulverized-Coal-Fired Boiler Volume.1 - 5, B. Toole O'Neil, EPRI TR-101072, 1993.
 103. PISCES: Interim Air Toxics Literature Data, B. Toole O'Neil, W.Chow, EPRI CD-100560, 1993.
 104. Prototype Evaluation of Sorbent Injection on a Tangentially Fired Utility Boiler, G.C. England, D.K. Moyeda, R. Payne, B.A. Folsom, B. Toole O'Neil, D.G. Lachapelle, I.A. Huffman, *Proceedings 1991 EPRZ-EPA-DOE SO₂ Control Symposium*, EPRI TR-101054, 1993.
 105. Modeling Air Toxics Emissions from Electric Power Plants, M.B. Berkenpas, E.S. Rubin, H.C. Frey, B. Toole O'Neil, *EPRI-AWMA Integrated Energy and Environmental Management Conference*, 1993.
 106. A Computer Simulation Model for Power Plant Air Toxics Emissions, E.S. Rubin, B. Toole O'Neil, Society for Computer Simulation, 1993.
 107. SO₂ and NO_x Control by Combined Dry Injection of Hydrated Lime and Sodium Bicarbonate, D.J. Helfritch, S.J. Bortz, R.Beitte1, P.D. Bergman, B. Toole O'Neil, American Power Conference, 1993.

108. 10-MW Demonstration of the ADVACATE Flue Gas Desulfurization Process, L.R. Lepovitz, C.A. Brown, T.E. Pearson, J.F. Boyer, T.A. Burnett, V.M. Norwood, E.J. Puschaver, C. B. Sedman, B. Toole O'Neil, *Proceedings: 1993 EPRI-DOE-EPA SO₂ Control Symposium*, 1993.
109. Trace Element Reduction Through Coal Cleaning, D.J. Akers, B. Toole O'Neil, EPRI Fuel Supply Seminar, 1993.
110. Combined SO₂ and NO_x Removal by Means of Dry Sorbent Injection, D. Helfritch, S. J. Bortz, R. Beittel, P. Bergman, B. Toole O'Neil, *Environmental Progress*, 11, 1, 1992.
111. 1991 SO₂ Control Symposium Conference Highlights, B. Toole O'Neil, *EPRI Environmental Control Systems Update*, 1992.
112. Calcium Injection Upstream of an Electrostatic precipitator and a Fabric Filter for Simultaneous SO₂ and Particulate Removal: Pilot and Bench-Scale Results, B. Toole O'Neil, EPRI TR-100260, 1992.
113. Furnace Dry Sorbent Injection for SO₂ Control: Pilot and Bench Scale Studies, B. Toole O'Neil, EPRI TR-101684, 1992.
114. Development of Dry Sorbent Emission Control Technologies for SO₂ Removal, B. Toole O'Neil, EPRI TR-101685, 1992.
115. Feasibility of Furnace Limestone Injection for SO₂ Control, B. Toole O'Neil, EPRI TR-101071, 1992.
116. Combined SO₂ and NO_x Removal by Means of Dry Sorbent Injection, D.J. Helfritch, S.J. Bortz, R. Beittel, P.D. Bergman, B. Toole O'Neil, *Proceedings: American Institute of Chemical Engineers Summer Annual Meeting*, 1991.
117. Furnace Sorbent Injection, B. Toole O'Neil, *J. Air & Waste Management Association*, 40, 12, p. 1716, 1990.
118. Integrated Dry Sorbent Injection for Coal-Fired Boiler SO₂ and NO_x Control, D.J. Helfritch, S. Bortz, B. Toole O'Neil, *83rd Air & Waste Management Association Annual Meeting*, 1990.
119. Furnace Sorbent Injection, B. Toole O'Neil, EPRI, *Environmental Control Systems Update*, No. 19, 1990.
120. Dry Sorbent Injection for Combined SO₂ and NO_x Control, D.J. Helfritch, S.J. Bortz, R. Beittel, P.D. Bergman, B. Toole O'Neil, ASME/IEEE Power Generation Conference, 1990.
121. Clean Coal EI Demonstration Project: The LIFAC Innovative Desulfurization Process at Richmond Power & Light's Whitewater Valley # 2 Plant, J.K. Schweers, K. Mattila, I. Huffman, B. Toole O'Neil, DOE Clean Coal Contractor's Conference, 1990.
122. Dry Sorbent Injection of Combined SO₂/NO_x Removal, B. Toole O'Neil, *Proceedings: Eighth Pittsburgh Coal Conference*, 1990.
123. Full-scale Demonstration of Desulfurization by Dry Sodium Injection, B. Toole O'Neil, EPRI GS-6860, 1990.
124. Full-scale Demonstration of Additives for NO₂ Reduction with Dry Sodium Desulfurization, B. Toole O'Neil, EPRI GS-6852, 1990.

EMPLOYMENT APPLICATION

	BAY AREA AIR QUALITY MANAGEMENT DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 8/13/23 5:49 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
	Tan, Qian ET23.6.21 HEARING BOARD MEMBER	

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Tan, Qian		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Jose, California 95125		EMAIL ADDRESS: [REDACTED]
NOTIFICATION PREFERENCE: Email		
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Doctorate		

PREFERENCES

TYPES OF WORK YOU WILL ACCEPT: Per Diem

EDUCATION

DATES: From: 9/1998 To: 5/2004	SCHOOL NAME: Georgia Institute of Technology	
LOCATION: (City, State/Province) Atlanta, Georgia	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Doctorate
MAJOR: Major: Atmospheric Chemistry. Minor: GIS & Remote Sensing.		UNITS COMPLETED: 12 - Semester

WORK EXPERIENCE

DATES: From: 2/2015 To: Present	EMPLOYER: Bay Area Environmental Research Institute & NASA Ames Research Center	POSITION TITLE: Research Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], California, 94035		
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
HOURS PER WEEK: 20	SALARY: [REDACTED]/month	
DUTIES: 1. Estimate the global premature mortality caused by PM2.5. We collected PM2.5 data from different monitoring networks and model simulations. PM2.5 impacts on public health is provided by WHO's global network. 2. Study the linkage between aerosol optical property to its magnitude and composition. PM2.5 is a major air pollutant and has adverse impact on public health and environment. Satellite observe aerosol (PM2.5/PM10) optically with continuous spatial and temporal coverage. Estimated surface PM2.5 using satellite observation and model simulation is a useful complement to ground EPA monitoring. 3. Study the vertical distribution of dust particles in the atmosphere using satellite measurements. Dust is one the natural air pollutants with large impact on air quality and climate in many part of the world.		
DATES: From: 1/2017 To: 12/2023	EMPLOYER: San Jose State University	POSITION TITLE: Adjunct Associate Professor & Undergraduate Advisor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], San Jose, California, 95192		
SUPERVISOR: [REDACTED] Department Chair		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 20	SALARY: [REDACTED]/month	
# OF EMPLOYEES SUPERVISED: 10		
DUTIES: I teach 2-3 classes every semester at the Meteorology Department, San Jose State University. Courses I taught includes: 'Computer Methods in Meteorology' Level I, II, III, 'Numerical Methods', 'Global Climate Modeling', 'Global Climate Change'. Those classes are on undergraduate and graduate levels. Include both Meteorology major classes and General Education classes for all majors. I give lectures on various topics related to meteorology and climate science, design computer lab experiments. I teach introductory level 'Global Climate Change' class to both Meteorology major students and as a STEM introduction level class to students from other department. For senior and graduate students in our department, I teach them to collect real time meteorological data from various sources, process them with programming languages. I also teach students to run 3D Eulerian and trajectory models and apply them on real time case studies, including Bay Area atmospheric events, wild fire plume dispersion simulations.		

REASON FOR LEAVING:
NA

CERTIFICATES AND LICENSES
Nothing Entered For This Section

Skills
OFFICE SKILLS:
Typing:
Data Entry:
OTHER SKILLS:
LANGUAGE(S):
Chinese - Speak Read Write

ADDITIONAL INFORMATION
Nothing Entered For This Section

REFERENCES		
REFERENCE TYPE: Professional	NAME: Mian Chin	POSITION: Research Physicist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) NASA Goddard Space Flight Center, Greenbelt, Maryland 20771		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	

Agency-Wide Questions**1. How did you find out about this position?**

District Employee, District Website

2. If other, please tell us where.**3. Are you currently legally authorized to work in the United States on a full-time basis?**

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

N/A

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.

I have been studying air quality since graduate school. My Ph.D. dissertation is about the anthropogenic sulfur compound emitted from East Asia, including their transformation, transport, and removal in East Pacific. After graduation, I have been using US EPA air quality monitoring data, NASA satellite and aircraft measurements, and numerical model simulations to study air quality on different spatial and temporal scales. In a recent project, we estimated global premature mortality due to both man-made PM_{2.5} and dust particles, one of the major air pollutants. In Fall 2023, I will teach a class, Atmospheric Pollution, at San Jose State University. It is an upper-level (junior and senior year) general education class to college students from multiple departments. I have been the Alternate Member in Public Category in BAAQMD Hearing Board since 2017.

2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

Member: American Geophysical Union
Member: American Meteorology Society.

3. Please list relevant accomplishments, publications, or awards.

Peer reviewed publications:

1. Yang, A., Q. Tan, C. Rajapakshe, M. Chin, H. Yu, Global premature mortality by dust and pollution PM_{2.5} estimated from aerosol reanalysis of the modern-era retrospective analysis for research and applications, version 2, *Front. Environ. Sci.*, Vol. 10, doi: 10.3389/fenvs.2022.975755, 2022.
2. Patel, Mohin, S. Chiao, Q. Tan, An Observational Study of Aerosols and Tropical Cyclones over the Eastern Atlantic Ocean Basin for Recent Hurricane Seasons. *Atmosphere*. 12. 1036. 10.3390/atmos12081036, 2021
3. Yu, H., Tan, Q., Zhou, L., Zhou, Y., Bian, H., Chin, M., et al.: Observation and modeling of the historic "Godzilla" African dust intrusion into the Caribbean Basin and the southern US in June 2020, *Atmos. Chem. Phys.*, 21, 12359–12383, <https://doi.org/10.5194/acp-21-12359-2021>, 2021
4. Yu, H., Q. Tan, M. Chin, L. A. Remer, R. A. Kahn, et al, Estimates of African dust deposition along the trans-Atlantic transit using the decadelong record of aerosol measurements from CALIOP, MODIS, MISR, and IASI. *Journal of Geophysical Research: Atmospheres*, 124. , 2019
5. Knobelspiesse, K., Q. Tan, C. Bruegge, B. Cairns, J. Chowdhary, et al., Inter comparison of airborne multi-angle polarimeter observations from the Polarimeter Definition Experiment (PODEX), *Applied Optics*, 58, 650-669, <https://doi.org/10.1364/AO.58.000650>, 2019
6. M. Chin, T. Diehl, Q. Tan, J. M. Prospero, R. A. Kahn, et. al, Multi-decadal variations of atmospheric aerosols from 1980 to 2009: Sources and regional trends, *Atmos. Chem. Phys.*, 2013-527, 2014
7. Yu, H., L. A. Remer, M. Chin, H. Bian, Q. Tan, T. Yuan, Y. Zhang, Aerosols from Overseas Rival Domestic Emissions over North America, *Science*, Vol. 337, DOI: 10.1126/science.1217576, 2012
8. Huang, Y., W. L. Chameides, Q. Tan, and R. E. Dickinson (2008), Characteristics of anthropogenic sulfate and carbonaceous aerosols over East Asia: Regional modeling and observation, *Adv. Atmos. Sci*, Vol 25, No. 6.
9. Tan, Q., W. Chameides, D. Streets, et al., An evaluation of TRACE-P emission inventories from China using a regional model and chemical measurements, *Journal of Geophysical Research*, Vol. 109, D22305, doi:10.1029/2004JD005071, 2004.
10. Tan, Q. Y. Huang, and W. Chameides, The budget and export of anthropogenic SO_x from East Asia during the continental outflow conditions. *Journal of Geophysical Research*, Vol. 107, D13, 2001JD000769, 2002.

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

In the Fall semester, I will be teaching on Friday and another class online, i.e., I can record the class ahead of time. Teaching classes virtually gives me the freedom to participate in Hearing Board activities.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Qian Tan on 8/13/23 5:49 PM

Qian Tan
Undergraduate Advisor & Lecturer
Department of Meteorology and Climate Science
San Jose State University
[REDACTED], San Jose, CA
[REDACTED]

To Whom It May Concern

This is Qian Tan, the undergraduate student advisor and lecturer at the Dept. of Meteorology & Climate Science and research scientist at the Bay Area Environmental Research Institute, NASA Ames Research Center.

I am writing to apply for the BAAQMD Hearing Board's Principle Member in the Public category. Currently, I am the Alternate member in the Public category (2020-2023).

BAAQMD safeguards the air quality in the Bay Area. As a local resident, I am grateful for the important work the District is doing.

I have been studying air quality since graduate school on various topics. A recent study is about the premature death caused by PM2.5, a major air pollutant, across the globe. In Fall 2023, I will be teaching a class called 'Air Pollution' to junior and senior students at San Jose State. What BAAQMD, CARB, and EPA are doing will be one of the important topics for this class.

As a resident who cares about air quality and knows about air quality, I am applying for this great opportunity to serve our community.

Please see my CV attached on the next page.

Thank you for your consideration.

Qian Tan

Qian Tan

Curriculum Vitae

Qian Tan

Education

- Ph.D. in Atmospheric Science *Georgia Institute of Technology, Atlanta, GA* (2004)
Minor: Geographic Information System (GIS) and Remote Sensing
- B.S, Atmospheric Science *Nanjing University, China.* (1996)

Board Experience

BAAQMD Hearing Board Alternate Member in Public category 2017 – Now

Teaching Experience

Lecturer Spring 2017 -- Now
Dept. of Meteorology & Climate Science, SJSU, San Jose, CA

Undergraduate Advisor Spring 2021 -- Now
Dept. of Meteorology & Climate Science, SJSU, San Jose, CA

Teaching Assistant 2000-2001
Georgia Institute of Technology, Atlanta, GA

Teaching Assistant 1997-1998
Dept. Atmospheric Science, Nanjing Univ., Nanjing, China

Research Experience

Research Scientist 02/2015 – Now
Bay Area Environmental Research Inst., NASA/Ames, Moffett Field, CA

Assistant Research Scientist 06/2007 – 06/2012
GEST/UMBC; GESTAR/USRA, GSFC/NASA, Greenbelt, MD

Postdoctoral Associate 07/2004-05/2007
Dept. of Earth, Atmospheric and Planetary Sciences, MIT Cambridge, MA

Research Assistant 09/1998-05/2004
School of Earth and Atmospheric Sciences Georgia Tech, Atlanta, GA

Research Assistant 01/1997 - 05/1998
Atmospheric Science Department, Nanjing University, China

Selected Publications

1. Yang, A., Q. Tan, C. Rajapakshe, M. Chin, H. Yu, Global premature mortality by dust and pollution PM_{2.5} estimated from aerosol reanalysis of the modern-era retrospective analysis for research and applications, version 2, *Front. Environ. Sci.*, Vol. 10, doi: 10.3389/fenvs.2022.975755, 2022.
2. Patel, Mohin, S. Chiao, Q. Tan, An Observational Study of Aerosols and Tropical Cyclones over the Eastern Atlantic Ocean Basin for Recent Hurricane Seasons. *Atmosphere*. 12. 1036. 10.3390/atmos12081036, 2021
3. Yu, H., Tan, Q., Zhou, L., Zhou, Y., Bian, H., Chin, M., Ryder, C. L., Levy, R. C., et al.: Observation and modeling of the historic “Godzilla” African dust intrusion into the Caribbean Basin and the southern US in June 2020, *Atmos. Chem. Phys.*, 21, 12359–12383, <https://doi.org/10.5194/acp-21-12359-2021>, 2021
4. Yu, H., Q. Tan, M. Chin, L. A. Remer, R. A. Kahn, H. Bian, D. Kim, Z. Zhang, T. Yuan, et al, Estimates of African dust deposition along the trans-Atlantic transit using the decadelong record of aerosol measurements from CALIOP, MODIS, MISR, and IASI. *Journal of Geophysical Research: Atmospheres*, 124. , 2019
5. Knobelspiesse, K., Q. Tan, C. Bruegge, B. Cairns, J. Chowdhary, B. van Diedenhoven, D. Diner, et al., Inter comparison of airborne multi-angle polarimeter observations from the Polarimeter Definition Experiment (PODEX), *Applied Optics*, 58, 650-669, <https://doi.org/10.1364/AO.58.000650>, 2019
6. M. Chin, T. Diehl, Q. Tan, J. M. Prospero, R. A. Kahn, L. A. Remer, H. Yu, et. al, Multi-decadal variations of atmospheric aerosols from 1980 to 2009: Sources and regional trends, *Atmos. Chem. Phys.*, 2013-527, 2014
7. Yu, H., L. A. Remer, M. Chin, H. Bian, Q. Tan, T. Yuan, Y. Zhang, Aerosols from Overseas Rival Domestic Emissions over North America, *Science*, Vol. 337, DOI: 10.1126/science.1217576, 2012
8. Huang, Y., W. L. Chameides, Q. Tan, and R. E. Dickinson (2008), Characteristics of anthropogenic sulfate and carbonaceous aerosols over East Asia: Regional modeling and observation, *Adv. Atmos. Sci*, Vol 25, No. 6.
9. Tan, Q., W. Chameides, D. Streets, et al., An evaluation of TRACE-P emission inventories from China using a regional model and chemical measurements, *Journal of Geophysical Research*, Vol. 109, D22305, doi:10.1029/2004JD005071, 2004.
10. Tan, Q. Y. Huang, and W. Chameides, The budget and export of anthropogenic SO_x from East Asia during the continental outflow conditions. *Journal of Geophysical Research*, Vol. 107, D13, 2001JD000769, 2002.

EMPLOYMENT APPLICATION

 BAY AREA AIR QUALITY MANAGEMENT DISTRICT	BAY AREA AIR QUALITY MANAGEMENT DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 8/17/23 1:51 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
	Fung, Lam H ET23.6.21 HEARING BOARD MEMBER	

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Fung, Lam H		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Corte Madera, California 94925		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Doctorate		

PREFERENCES

ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Part Time
SHIFTS YOU WILL ACCEPT: Day, Weekends
OBJECTIVE: Board position

EDUCATION

DATES: From: 7/1981 To: 6/1985	SCHOOL NAME: University of California	
LOCATION: (City, State/Province) San Francisco, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional
MAJOR: OB-GYN Residency		UNITS COMPLETED: 16 - Quarter
DATES: From: 9/1977 To: 6/1981	SCHOOL NAME: Tufts University	
LOCATION: (City, State/Province) Boston, Massachusetts	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional
MAJOR: Doctor of Medicine		UNITS COMPLETED: 16 - Quarter
DATES: From: 9/1972 To: 6/1977	SCHOOL NAME: Harvard College	
LOCATION: (City, State/Province) Cambridge, Massachusetts	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional
MAJOR: A.B.		UNITS COMPLETED: 16 - Quarter
DATES: From: 9/1968 To: 6/1972	SCHOOL NAME: Brooklyn Technical High School	
LOCATION: (City, State/Province) Brooklyn, New York	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: High School Diploma

WORK EXPERIENCE

DATES: From: 7/2012 To: Present	EMPLOYER: Physician's Reimbursement Fund	POSITION TITLE: Director, Chair-Patient Care
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Sausalito, California, 94965		COMPANY URL: prfrg.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - President, CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 4	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 2

DUTIES: Chair of patient care and management committee. Oversees management of medical liability cases. Member, Board of Directors since 2012.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 12/2021 To: Present	EMPLOYER: Medical Board of California	POSITION TITLE: Quality Reviewer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Sacramento, California, 95815-5401		COMPANY URL: mbc.ca.gov
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Associate Governmental Program Analyst	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 2	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Review Complaints concerning medical care provided by California licensed physicians.		
DATES: From: 7/1985 To: Present	EMPLOYER: UCSF	POSITION TITLE: Clinical Professor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Francisco, California, 94158		COMPANY URL: https://obgyn.ucsf.edu/
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MD, PhD	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 2	SALARY: [REDACTED] month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Teach UCSF Medical Students/trainees.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2017 To: Present	EMPLOYER: Essential Access Health	POSITION TITLE: Primary Investigator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Berkeley, California, 94710		COMPANY URL: https://www.essentialaccess.org/about
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Assoc. Director of Regulatory Affairs	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 4	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Supervising multi-center clinical trials aimed at advancing reproductive health, equity and access.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2020 To: 12/2022	EMPLOYER: Medical Insurance Exchange of California	POSITION TITLE: Board Advisor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Oakland, California, 94618		COMPANY URL: miec.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - President, CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 4	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Medical Advisor to the Board of Governors concerning medical liability, claims and underwriting.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/1993 To: 10/2021	EMPLOYER: California Pacific Medical Center	POSITION TITLE: Director of Medical Education
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], San Francisco, California, 94109		COMPANY URL: sutterhealth.org
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Chief Medical Executive	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 4	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 2
DUTIES: Supervise training of UCSF and Dartmouth Medical Students. Organize Grand Rounds and CME for OB/GYN Department.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 7/1985 To: 7/2020	EMPLOYER: Golden Gate Obstetrics and Gynecology	POSITION TITLE: Senior Partner, President, CEO
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], San Francisco, California, 94111		COMPANY URL: https://goldengateobgyn.org/

PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] Current President, CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 60	SALARY: [REDACTED] month	# OF EMPLOYEES SUPERVISED: 45
DUTIES: Senior Partner, Largest private OB-GYN practice in San Francisco President and CEO up to 2020		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/1997 To: 12/2008	EMPLOYER: California-Pacific Medical Center	POSITION TITLE: Chief, Division of Gynecology
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Francisco, California, 94109		COMPANY URL: sutterhealth.org
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] Chair, OB-GYN	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 6	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: Clinical Professor ----- Department of Obstetrics, Gynecology and Reproductive Sciences University of California, San Francisco Clinical Professor, Obstetrics and Gynecology Dartmouth -Geisel Medical School Hanover, New Hampshire Site Director- California Pacific Medical Center Primary Investigator (20 1 1 -present) Essential Access Health Berkeley, California 2		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 10/1989 To: 11/1992	EMPLOYER: Department of Obstetrics and Gynecology	POSITION TITLE: Chair, Commander PHS
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Gallup, New Mexico, 87301		COMPANY URL: ihs.gov/navajo/healthcarefacilities/gallup
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Director	
HOURS PER WEEK: 60	SALARY: [REDACTED]/month	# OF EMPLOYEES SUPERVISED: 20
DUTIES: Department of Obstetrics and Gynecology Chair, supervised clinical OB/GYN services for underserved Native Americans at GMC ----- Gallup Indian Medical Center Supervised medical student and resident training in OB/GYN at GMC for University of New Mexico School of Medicine		
REASON FOR LEAVING: [REDACTED]		

CERTIFICATES AND LICENSES

TYPE: Medical License, California Physician and Surgeon	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: The Medical Board of California
TYPE: Board Certified in Obstetrics and Gynecology	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: American Board of Obstetrics and Gynecology

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS:
LANGUAGE(S): Cantonese - <input checked="" type="checkbox"/> Speak <input type="checkbox"/> Read <input type="checkbox"/> Write English - <input checked="" type="checkbox"/> Speak <input checked="" type="checkbox"/> Read <input checked="" type="checkbox"/> Write

ADDITIONAL INFORMATION

Honors & Awards

Other Honors: 1981 Rolex Award for Enterprise (nominee-cadiovectometry)
 1986 Children's Hospital San Francisco Faculty Teaching Award
 1986 First Prize, Best Junior Fellow Research Paper District VIII/IX, American College of Obstetricians and Gynecologists
 1987 First Prize, Best Research Paper, District VIII/IX, American College of Obstetricians and Gynecologists
 1989-Medical Design Excellence Awards, MDEA (Nominee- Miniature Infusion Pump).
 1991 Public Health Service Citation, USPHS
 1992 Surgeon General's Service Citation, USPHS
 1993 UCSF/CPMC teaching award
 1994 UCSF/CPMC teaching award
 1995 UCSF/CPMC teaching award
 1996 UCSF/CPMC teaching award
 1997 UCSF/CPMC teaching award
 1998 UCSF Dept. of OB/GYN Clinical Faculty Teaching Award
 1999 UCSF/CPMC teaching award
 1999 Sutter Health Systems Service Award
 2000 UCSF/CPMC teaching award
 2001 ACOG District IX Award for Outstanding Service
 2002 UCSF/CPMC teaching award
 2003 UCSF/CPMC teaching award
 2004 UCSF/CPMC teaching award

Honors & Awards

1999 UCSF/CPMC teaching award
 1999 Sutter Health Systems Service Award
 2000 UCSF/CPMC teaching award
 2001 ACOG District IX Award for Outstanding Service
 2002 UCSF/CPMC teaching award
 2003 UCSF/CPMC teaching award
 2004 UCSF/CPMC teaching award

Honors & Awards

2004 UCSF/CPMC teaching award
 2005 UCSF/CPMC teaching award
 2006 UCSF/CPMC teaching award
 2007 Wishes for Wellness Foundation (Lifetime Achievement Honoree) Women's and Infant's Health.
 2009 UCSF OB-GYN Outstanding Resident teaching
 2010 UCSF Special Recognition Award- Medical Education
 2011 UCSF OB-GYN Outstanding Student Teaching Award
 2011 UCSF OB-GYN Outstanding Resident Teaching
 2012 UCSF OB-GYN Outstanding Student Teaching Award
 2012 UCSF OB-GYN Outstanding Resident Teaching
 2013 UCSF OB-GYN Outstanding Student Teaching Award
 2013 UCSF OB-GYN Outstanding Resident Teaching
 Award
 2016 UCSF OB-GYN Outstanding Student Teaching
 Award
 2018 UCSF OB-GYN Outstanding Student Teaching
 Award
 2019 Dartmouth-Geisel OB-GYN Outstanding Student Teaching Award
 2019- UCSF OB-GYN Outstanding Student Teaching Award
 2020 UCSF OB-GYN Outstanding Student Teaching Award

REFERENCES

REFERENCE TYPE: Professional	NAME: Karen Callen, M.D.	POSITION: President, CEO
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Stephen Schiefle, M.D.	POSITION: President, CEO
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Elliott Main, M.D.	POSITION: Medical Director, California Maternal Quality Care Collaborative
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions**1. How did you find out about this position?**

District Employee, District Bulletin Board

2. If other, please tell us where.**3. Are you currently legally authorized to work in the United States on a full-time basis?**

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

N.A.

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
 As an OB-GYN, air quality and other environmental toxins has long been a clinical and research passion of mine. Air quality impacts maternal health status and fetal well being. During my career, I have delivered over 5,000 babies in the San Francisco Bay Area. Worldwide, air pollution is now the sixth leading cause of morbidity and mortality. In maternal- fetal health, it is known to contribute to preterm birth, low birthweight and developmental deficits. I have researched this and published and presented extensively and globally. I have been Director, Secretary-Treasurer and President of several Boards,,,,mostly adovcacy, academic and non-profit. I come from an engineering family. I am a proud graduate of Brooklyn Tech and was the national winner of the Material Sciences Institute competition at that time. I have taken this technical background and incorporated in my medical training and practice. I have performed research in in-vivo toxicities and pharmacokinetics. I served 3 years as a commissioned officer in the U.S Public Health Service. I was stationed on the Navajo reservation in New Mexico and was there working with a large multi-disciplinary team led by the CDC that identified the epicenter of the Hantavirus outbreak. I have testified before the FDA, NIH and Canadian Board of Medicine. I am currently the Primary Investigator at Essential Access Heath in Berkeley-performing multi-center studies in reproductive health.
2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
 I have had Board experience with two of the largest Med-Mal insurance carriers in California. I have worked with teams of attorneys in the litigation of hundreds of cases, involving discovery, depositions, settlements , hearings,, mediations and trials. I am a reviewer for the Medical Board of California, the Registered Nursing Board of California and a consultant to the appellate division of the Superior Court of California.
3. **Please list relevant accomplishments, publications, or awards.**
 Please see attached c.v.,
 I am most proud of being honored with a lifetime achievement award from the Wishes for Wellness Foundation for contributions to maternal-child healthcare.
4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**
 During my career, 100 hour workweeks and 36 hour shifts on call was not uncommon. I am now disabled and no longer clinically active. I have the extra flexibility and "bandwidth" that would be required of a BAAQMD Hearing Board member would require.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Lam H Fung on 8/17/23 1:51 PM

CURRICULUM VITAE (Revised 17AUG23)

Name: Fung Lam, M.D., FACOG

Address:

[REDACTED]

Titles:

Senior Partner
 President and CEO (2005-2020)
 Golden Gate Obstetrics and Gynecology (1985-2020)
 [REDACTED]
 San Francisco, California 94111
 [REDACTED]

Director (2012 – present)
 Chair, Patient Care Committee (2009 to present)
 Physician's Reimbursement Fund
 Sausalito, California

Chair, GYN quality assurance (1993-2021)
 Director of Medical Education- OB/GYN (1993-2021)
 Medical Executive Board (2014-2018)
 Vice-Chairman, Department of Obstetrics and Gynecology (1997-2012)
 Chief, Division of Gynecology (1997-2008)
 California-Pacific Medical Center
 San Francisco, California

Clinical Professor (1986 to present)
 Department of Obstetrics, Gynecology and Reproductive Sciences
 University of California, San Francisco

Clinical Professor, Obstetrics and Gynecology (2010-2020)
 Dartmouth -Geisel Medical School
 Hanover, New Hampshire
 Site Director- California Pacific Medical Center

Primary Investigator (2011-present)
 Essential Access Health
 Berkeley, California

Board Advisor (2019 to present)
MIEC (Medical Insurance Exchange of California)
Oakland, CA.

Quality Reviewer (2019- present)
Medical Board of California
Sacramento, CA.

Hearing Board (Alternate Public Member 2023-present)
Bay Area Air Quality Management District
San Francisco, CA.

President (2019-2021)
Secretary-Treasurer (2010-2018), President-elect 2019
Pacific Coast Obstetrical and Gynecological Society

President (2008-2009) Society President Emeritus (2021- present)
Society Secretary- Treasurer (1998-2008)
San Francisco Gynecological Society

Section Chair(1997-2000), Vice-chair(1994-1997) District IX
(Section 2) American College of Obstetricians and Gynecologists
Scientific Program Chair, ACOG ADM VII & IX, Vancouver,
1997, Chair, Host Committee- 2010 ACOG ACM-San Francisco

Medical Advisory Board
The Triplet Connection
Stockton, California

Special Reviewer
Obstetrics and Gynecology
Journal of the American College of Obstetricians and
Gynecologists, Washington, D.C.
American Journal of Obstetrics and Gynecology
Bridgewater, NJ

Panel Member
DATTA, Diagnostic and Therapeutic Technology Assessment
American Medical Association
Chicago, Illinois

Advisory Board
Health Pregnancy Magazine

The Parenting Group and the American College of Obstetricians
and Gynecologists

Education: Brooklyn Technical High School- Brooklyn, New York- 1972
Honors:
1971, 1972- Columbia Press Awards

Harvard College, Cambridge, Massachusetts. A.B. *cum laude* 1977
Honors:
1972-1977 Harvard National Scholar
1972-1977 Harvard Club of New York Scholar
1977 Jack Gilbert Memorial Award
1977 David McCord Prize
Tufts University School of Medicine, Boston, Massachusetts
M.D., 1981
Honors:
1979 CIBA Award in Medicine
1981 Columbia Press Award
1981 Harry H. Brenner Award in OB/GYN

University of California, San Francisco, California
Residency in Obstetrics and Gynecology, 1981-1985
Honors:
1985 Administrative Chief Resident
1985 American Association of Gynecologic Laparoscopists
Award
1985 UCSF Dept. of OB/GYN Chief Resident Teaching Award

Government Service Chief of Service and OB-GYN Chair, Senior Surgeon,
Commissioned Corps
Commander, United States Public Health Service
1989-1992 Department of Obstetrics and Gynecology
Gallup Indian Medical Center
Gallup, New Mexico

Associate Clinical Professor (1989-1992)
Department of Obstetrics and Gynecology
University of New Mexico School of Medicine
Albuquerque, New Mexico

Other Honors: 1981 Rolex Award for Enterprise (nominee-cadiovectometry)
1986 Children's Hospital San Francisco Faculty Teaching Award

- 1986 First Prize, Best Junior Fellow Research Paper District VIII/IX, American College of Obstetricians and Gynecologists
- 1987 First Prize, Best Research Paper, District VIII/IX, American College of Obstetricians and Gynecologists
1989-Medical Design Excellence Awards, MDEA (Nominee- Miniature Infusion Pump).
- 1991 Public Health Service Citation, USPHS
- 1992 Surgeon General's Service Citation, USPHS
- 1993 UCSF/CPMC teaching award
- 1994 UCSF/CPMC teaching award
- 1995 UCSF/CPMC teaching award
- 1996 UCSF/CPMC teaching award
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- 2007 Wishes for Wellness Foundation (Lifetime Achievement Honoree) Women's and Infant's Health.
- 2009 UCSF OB-GYN Outstanding Resident teaching
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- 2011 UCSF OB-GYN Outstanding Student Teaching Award
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- 2013 UCSF OB-GYN Outstanding Student Teaching Award
- 2013 UCSF OB-GYN Outstanding Resident Teaching Award
- 2016 UCSF OB-GYN Outstanding Student Teaching Award
- 2018 UCSF OB-GYN Outstanding Student Teaching Award

	<p>2019 Dartmouth-Geisel OB-GYN Outstanding Student Teaching Award</p> <p>2019- UCSF OB-GYN Outstanding Student Teaching Award</p> <p>2020 UCSF OB-GYN Outstanding Student Teaching Award</p>
State Licensure	California, Physician and Surgeon Board Certified in Obstetrics and Gynecology 1987, recertified 1997, 2007, 2008, 2009, 2010-2024
Memberships	<p>Fellow: American College of Obstetricians and Gynecologists</p> <p>American Medical Association</p> <p>California Medical Association</p> <p>San Francisco Medical Society</p> <p>San Francisco Gynecological Society (Secretary/Treasurer (2003-2006), President-Elect (2007), President (2008-2009).</p> <p>Pacific Coast Obstetrical and Gynecological Society</p> <p>American Association of Gynecologic Laparoscopists</p>
Committees	
Present	<p>Care of the Gynecological Patient (QA), {Chair}</p> <p>Perinatal Committee</p> <p>Patient Care Committee (Physician's Re-imburement Fund) Chair</p>
Previous Committees	<p>Pharmacy and Therapeutics Committee</p> <p>GYN Quality Assurance Committee</p> <p>Utilization Review Committee</p> <p>Disaster and Relief Committee</p> <p>Perinatal Information Transfer Committee</p> <p>New Technology Surgical Committee</p> <p>Chief of Services Executive Committee</p>
Invited Presentations	<p>Children's Hospital of San Francisco, 06/84</p> <p>University of California, San Francisco, 11/84</p> <p>University of California, San Francisco, 06/85</p> <p>San Francisco General Hospital, 06/85</p> <p>University of California, San Francisco, 02/87</p> <p>NAACOG, California, 03/87</p> <p>University of Hong Kong, 10/87</p> <p>People's Hospital, Guangzhou, China, 10/87</p>

University of Hawaii, 10/87
 Stanford University, 02/88
 Western Perinatal Association, 05/88
 Pacific Medical Center, 05/88
 Orange County OB/GYN Society, 06/88
 University of California, Irvine, 06/88
 North Coast Perinatal Association, 06/88
 Women's Hospital, Houston, Texas, 06/88
 Good Samaritan Hospital, Phoenix, AZ, 06/88
 Northside Hospital, Atlanta, Georgia, 07/88
 John Muir Hospital, San Jose, CA. 08/88
 Utah Perinatal Association, 09/88
 University of Pennsylvania, 10/88
 Georgetown University, 10/88
 ASPO/ LaMaze, National Meeting, 10/88
 National Perinatal Association, 10/88
 Univ. of California, Davis, 11/88
 Assistance Publique, Hopitaux de Paris, 11/88
 Univ. of Lund and Linkoping, Sweden, 11/88
 National Univ., Copenhagen, Denmark, 11/88
 Grant Hospital, Columbus, OH, 01/89
 Univ. of Washington, 02/89
 Swedish Hospital, Seattle, WA., 02/89
 Alexian Brothers Hospital, San Jose, CA., 03/89
 Continental Gyn. Society, Louisville, KY, 05/89
 Presbyterian Hospital, Newport Beach, CA., 06/89
 St. Joseph Hospital, Denver, CO., 06/89
 Scripps Hospital, LaJolla, CA., 06/89
 Kaiser Hospital, Walnut Creek, CA.06/89
 Creighton University, Omaha, Nebraska, 06/89
 Providence Hospital, Anchorage, Alaska, 08/89
 Northside Hospital, Atlanta, Georgia, 10/89
 Ohio State Univ., Dayton, Ohio, 12/89
 Miami Valley Hospital, Dayton, Ohio, 12/89
 Medical City Hospital, Dallas, Texas, 01/90
 NAIHS Annual Meeting, Telluride CO., 02/90
 HEB Medical Center, Bedford, Texas, 02/90
 UCSF Dept. Anesthesia Postgraduate Course, 03/90
 National NAACOG Meeting, Chicago, Illinois, 03/90
 Food and Drug Administration, Washington, D.C. 03/90
 Prevention of Prematurity- Annual Meeting, Miami, FL-
 03/90
 Bayfront Medical Center, Tampa, FL., 04/90
 Royal Victorian Hospital, Quebec, Canada, 05/90
 Queen's University, Kingston, Ontario, 05/90
 Buffalo General Hospital, Buffalo, N.Y., 06/90

New Jersey OB/GYN Society, 06/90
 District X ACOG ADM, Tulsa, Oklahoma, 09/90
 IHS Postgraduate Course, Aurora, CO., 09/90
 IHS Postgraduate Course, Aurora, CO., 09/90
 Shiprock Indian Hospital, Shiprock, NM, 10/91
 Presbyterian Hospital, Dallas, Texas, 01/91
 St. Vincent's Hospital, Santa Fe, N.M., 10/91
 Roanoke OB/GYN Society, Roanoke, Virginia, 11/91
 Wake Medical Center, Raleigh, NC, 11/91
 Harris Methodist Hospital, Fort Worth, TX, 11/91
 Texas Tech University, Odessa, TX, 01/92
 Plano General Hospital, Plano, TX, 01/92
 Charlton Methodist Hospital, Dallas, TX 02/92
 March of Dimes Conference, Dallas, TX, 03/92
 Oklahoma City OB-GYN Society, 04/92
 Baylor University Hospital, Garland, TX, 05/92
 University of Minnesota, (Fairview), Minneapolis, 05/92
 International PVO Conference, Shiprock, NM, 06/92
 Methodist Hospital, Minneapolis, Minnesota, 07/92
 Parkland Hospital, Dallas, TX, 08/92
 Stanford University Hospital, Stanford, CA, 03/97
 UCSF-AIM Course, 1997
 ACOG District VIII & IX ADM, Vancouver, BC, 08/97
 Food and Drug Administration, Washington, D.C., 03/99
 Pacific Medical Center, San Francisco, CA, 05/99
 Southwest Perinatal Conference, Phoenix, AZ, 11/2000
 Blue Shield Advisory Panel, Los Angeles, CA, 03/2002
 Pacific Coast Obstetrical and Gynecological Society, HI
 10/05
 California Board of Administrative Judges, (consultant)
 3/07
 San Francisco Gynecological Society-Presidential Address
 5/09
 CPMC Grand Rounds, Neuroprotection in Very-low
 Birthweight Infants.” Lam F *et al.* 10/2016.
 CPMC Grand Rounds, , “ Maternal Cardiac Arrest-
 Pulseless Electrical Activity(PEA)- First Response”. Lam F
*et al.*12/2017
 CPMC Pediatric Grand Rounds, ,Delayed Cord Clamping-
 Risks and Benefits for the Newborn.. Lam F *et al* 10/2019

 UCSF-Caltech Research Symposium- Laser Optical
 Coherence Tomography and “Confocal Laser
 Endomicroscopy in the Diagnosis of Gynecological
 Cervical Dysplasia”. Lam, F., 9/2021

88th Annual Presidential Address, “War Stories, Metaphors in Medicine”. Pacific Coast Obstetrical and Gynecological Society. San Francisco, 9/2021

Abstracts and
Publications:

Failure to Demonstrate Decreased Beta-Adrenergic Receptor Concentration or Decreased Agonist Efficacy in Term or Preterm Human Parturition. Dattel B, Lam F, and Roberts J, American Journal of Obstetrics and Gynecology 154: 450-6, 1986

Tubo-cornual Re-implantation. chapter in Atlas of Surgery for Female Infertility., Hunt RB, Ed, Levinson CJ, Lam F, (Boston) 1986

Use of the Subcutaneous Terbutaline Pump for Long Term Tocolysis. Lam F, Gill P, Smith M, *et. al.*, Obstetrics and Gynecology 70:852, 1987. Also 1st prize Junior Fellow Paper, 1986 District VIII-IX Annual Meeting, American College of Obstetricians and Gynecologists, November, 1986

The Impact of Portable Tocodynamometry and Subcutaneous Terbutaline Pump Therapy on Preterm Birth in a Private Obstetrical Practice. Lam F, Graves WK, Peacock WG, Westberg JA and Webb GA. 1st Prize Paper, 1987 District VIII-IX Annual Meeting, American College of Obstetricians and Gynecologists. September, 1997

Comparison of Subcutaneous Portable Terbutaline Pump and Oral Terbutaline Treatment for Long Term Tocolysis: A Randomised Clinical Trial. Lam F, Gill P, Smith M *et. al.* Abstract at the Society of Perinatal Obstetricians. February 1988

The Pharmacokinetic Impact on the Pharmacodynamic Effect of Subcutaneous Terbutaline in the Treatment of Preterm Labor. Lam F, and Klotz R., Paper presented at the Continental Gynecologic Society. April, 1989

Minature Pump Infusion of Terbutaline: An Option in Preterm Labor. Lam F. Contemporary OB/GYN Vol. 33, No. 1 1989

A New Technique for Reduction of Prolapsed Fetal Membranes for Emergency Cervical Cerclage. Scheerer LJ, Lam F, Bartolucci L, *et al.* *Obstetrics and Gynecology* 74:408, 1989

Beyond the Perinatal Database: A Macintosh Based Perinatal Information System. Main EK, and Lam F. Paper at the Society of Perinatal Obstetricians, 10th Annual Meeting. January, 1990

Terbutaline Levels During Tocolysis via Portable Pump. Katz M, Belluomini J, Lam F, *et al.* Abstract, Society for Perinatal Obstetricians. San Francisco, CA 1992

Ambulatory Tocolysis. Lam F, Gill P. Chapter in Multiple Pregnancy. Keith LG, Papiernik-Berkhauer E, and Keith DM, Ed. Parthenon Publishing Group. Carnforth, Lancs. United Kingdom. 1995

Pregnancy Prolongation and Route of Tocolytic Administration in Patients with Singleton Gestation. Lam F, Bergauer N, *et al.* Abstract at the Society of Perinatal Obstetricians. 18th Annual Meeting. Miami, Florida 1998. *American Journal of Obstetrics and Gynecology* 178S180, 1998

Clinical Issues Surrounding the Use of Terbutaline Sulfate for Preterm Labor. Lam F, Elliot J, Jones S *et al.* *Obstetrics and Gynecology Survey*, Suppl. 53:11, 1998

Pregnancy Prolongation in 386 Twin Gestations Treated with Oral and Subcutaneous Terbutaline. Lam F, Bergauer N, *et al.* Poster at the American College of Obstetricians and Gynecologists. 47th Annual Clinical Meeting. Philadelphia, PA. May, 1999

A Comparison of Gestational Days Gained With Oral Terbutaline Versus Continuous Subcutaneous Terbutaline in Women With Twin Gestations. Lam F, Bergauer N, *et al.* *Journal of Perinatology.* November; 20(7) 408-13. 2000

Subcutaneous Terbutaline Therapy in Triplet Gestation. Lam F, Gill P. Chapter in Triplet Pregnancies and Their Consequences. Keith LG, and Blickstein I, Ed. Parthenon Publishing Group. London. United Kingdom. 2002

Managing Perinatal Outcomes: The Clinical- and Cost-Effectiveness of Pharmacologic Treatment of Recurrent Preterm Labor. Lam F, Istwan NB, Jacques D, *et al.* *Managed Care.* July : (39-46). 2003

Inhibition of Preterm Labor and Subcutaneous Terbutaline Pump Therapy. Lam F and Gill P. in Multiple Pregnancy: Epidemiology, Gestation and Perinatal Outcome. Blickstein I and Keith LG, editors. London: Taylor & Francis; (601-25) 2005

Beta-Agonist Tocolytic Therapy. Lam F and Gill P. Chapter in Obstetrics and Gynecology Clinics of North America. Morrison, J. ed. 32(457-484). 2005

Evaluation of the Pregnancy Prolongation Index (PPI) as a Measure of Success of Obstetrical Interventions in the Prevention of Preterm Birth and Associated Morbidities. Lam F, Istwan NB, Rhea D *et al.* *Am J Obstet Gynecol.* 192(6): 2047-52; discussion 2053-4. Jun, 2005

Using Meta-Analysis Methodology to Evaluate Treatment of Preterm Labor. Poster, 57th Annual Clinical Meeting, American College of Obstetricians and Gynecologists, May, 2009. Chicago, Illinois

Lam, F Primary Investigator / Multicenter trials (2011-present):

“A Multicenter, Open Label, Randomized Study of the Contraceptive Efficacy and Safety of Amphora Gel Compared to Conceptrol Vaginal Gel”. Lam F. *et al.* 2011-2015

“A Phase 3, Randomized, Three-cycle Double-blind, Placebo-controlled Study to evaluate Induction of Secretory Conversion of Endometrium and Withdrawal bleeding After Administration of TX-12-002-HR in Estrogen-Primed Women with Secondary Amenorrhea”. Lam F *et al.* 2013-2014

“A Single-arm, Open-label, Multicenter, Phase 3 Study of the the Contraceptive Efficacy, Safety and Tolerability of the the AG200-15 Transdermal Contraceptive Delivery System (TCDS), Agile Therapeutics, Inc”. Lam F, *et al.* 2014-2017

“A Phase 3, Single-arm, Clinical Trial to Study the Contraceptive Efficacy and Safety of the MK8342B (etonogestrel + 17b-estradiol) Vaginal Ring in Healthy Women 18 Years of Age and Older at Risk for Pregnancy. Merck & Co.”. Lam F *et al.* 2015-2017

“Evaluation of the Effectiveness, Safety and Tolerability of the ContraMed Veracept Intrauterine Copper Contraceptive for Long-Acting Reversible Contraception. ContraMed LLC”. Lam F *et al.* 2015-2019

“A Multicenter, Open-label, Single-arm Study to Evaluate the Contraceptive Efficacy and Safety of a Combined Oral Contraceptive Containing 15 mg. Esterol and 3 mg. Drospirenone. Estetra SPRL”. Lam F *et al.* 2016-2019

“Evaluation of the Effectiveness, Safety and Tolerability of Levocept (Levonorgestrel-Releasing Intrauterine System) for Long-Acting Reversible Contraception. ContraMed LLC.”. Lam *et al.* 2016-present

“A Single-arm, Phase III, Open-label, Multicenter, Study in Women Aged 18-35 Years of the Contraceptive Efficacy and Safety of Amphora Contraceptive Vaginal Gel. Evofem Inc.”. Lam F *et al.* 2017-2019

“A Phase 3, Prospective, Multi-Center, Single-Arm, Open-Label Study to Evaluate VeraCept®, a Long-Acting Reversible Intrauterine Contraceptive for Contraceptive Efficacy, Safety, and Tolerability” Lam F *et al.* 2018-present.

“A Phase 3, Multicenter, Open-Label Single Arm Study of MR-100A-01 in Women of Childbearing Potential to Evaluate Contraceptive Efficacy and Safety”. 2021(in progress).

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980

<http://www.baaqmd.gov>

**Kashyap, Harish
ET23.6.21 HEARING BOARD MEMBER**

Received: 7/22/23 11:56 PM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Kashyap, Harish		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Milpitas, California 95035		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: GA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree		

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per year	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Temporary, Seasonal	
TYPES OF WORK YOU WILL ACCEPT: Part Time, Per Diem	
SHIFTS YOU WILL ACCEPT: Evening, Night, Weekends	
OBJECTIVE: Interested in sustainability, Data Analytics, AI	

EDUCATION

DATES: From: 9/2005 To: 5/2009	SCHOOL NAME: Northeastern University	
LOCATION: (City, State/Province) Boston, Massachusetts	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Electrical Engineering		

WORK EXPERIENCE

DATES: From: 2/2023 To: Present	EMPLOYER: MIT Horizon	POSITION TITLE: AI Subject Matter Expert
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Cambridge, Massachusetts		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 6		
DUTIES: Serving on the AI Subject Matter Expert team.		
DATES: From: 9/2018 To: 10/2020	EMPLOYER: Amazon Robotics	POSITION TITLE: Machine Learning Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Westborough, Massachusetts		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40	SALARY: [REDACTED]/month	
DUTIES: Research & Development in AI and Computer Vision.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

OFFICE SKILLS:

Typing:
Data Entry:

OTHER SKILLS:

Python - Expert - 10 years and 0 months
Artificial Intelligence - Expert - 6 years and 0 months
Sustainability - Beginner - 3 years and 0 months

LANGUAGE(S):

English - Speak Read Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions**1. How did you find out about this position?**

Job board/website (list specific under "other")

2. If other, please tell us where.

linkedin

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

NA

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
I have done research on AI and emission of green house gases in United States.
 2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
 3. **Please list relevant accomplishments, publications, or awards.**
MIT Horizon - AI Subject Matter Expert
3+ Patents files, 8+ Publications
AI Advisory Board at Microsoft
Instructor at Stanford continuing studies
 4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**
Yes.
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Harish Kashyap on 7/22/23 11:56 PM

Harish Kashyap

Achieving sustainability by routing, algorithms, ML, Statistical Methods & Signal Processing



Summary

Extensive experience in engineering related to traffic routing, computer science, and operations research, and proficiency in data analytics, network analysis, machine learning, and statistical methods. Proven ability to lead sponsored research programs, manage research group contracts, and deliverables with research sponsors, and publish industry reports, patents & academic papers. Skilled in advising undergraduate and graduate interns, and drafting proposals.

RELEVANT EXPERIENCE

MIT Horizon, Cambridge, MA - AI Subject Matter Expert, Feb 2023 - Present *Part-time (2 - 6 week periods in a year)*
Curating and contributing AI content to MIT's Horizon initiative.

Colaberry, Boston, MA - Lead AI Scientist (sustainability)
Marc 2016 - Oct 18, Mar 2022 - Nov 2022

- Lead sponsored research programs including contracts, deliverables, and funding proposals
- Developed models for emission of greenhouse gasses such as methane, CO, depending on introduction of new industries, population growth, and other factors.
- Developed near best routing technology using data analytics and AI
- Advised graduate and undergraduate interns on related projects
- Produced several industry reports and academic papers
- Consulted through Voyagenius Labs LLP, India between Mar 16 to Oct 18
- *Best paper award at ICMLA, Copenhagen*

Path Robotics, Remote, Wellesley, MA — Sr. Machine Learning Scientist
Nov 2020 - Oct 2021

Conducted research and analysis in areas of path planning and data analytics and image processing using Pytorch and Python. (Patent in process).

SKILLS

Python, Pytorch, pandas, sklearn, pgmpy, markov modeling, time-series, ML, image & signal processing, video processing, open v, Matlab, Perl, Golang.

AWARDS

AI Subject Matter Expert: MIT Horizon

Re: Mars Mention of works in Amazon event. Two first author patents.

Best Presentation Award - ICMLA 2017, International Conference on Machine Learning Applications - June 2017

Travel Grant, PIMS Graduate Industrial Math Modeling Camp and Industrial Problem Solving Workshop, Canada - June 9-20, 2008

Graduate Student Award, Scholarship for graduate studies, Northeastern University

Amazon Robotics, Westborough, MA — *Machine Learning Scientist*

Oct 2018 - Nov 2020

- Worked in the areas of perception, Digital Signal Processing (DSP), probabilistic, statistical ML, and deep learning algorithms to robotics that have customer impact. Worked on RC3D, C3DFast, and other models.
- Developed algorithms for detection of successful picks by the robotic arm by processing of sensor signals using Gaussian Multidimensional HMMs. Patent Pending.
- Automated the detection of barcodes on packages using CV based methods. This algorithm is the main algorithm that drives the scanner and is reported in Amazon Science, The Verge [3, 4]. Patent Pending.

Voyagenius Labs LLC, Mysore, India — *Co-Founder & CTO*

March 2016 - Present

- Founded a bootstrapped startup that can plan near best routes for any destination.
- Apps using the API featured in iTunes "Travel New", "What's Hot" sections.
- AI consulting with several top firms.

Nokia, Burlington, MA — Senior Engineer

Jun 2010 - Feb 2012

- Developed data analytics APIs and tools related to various programs for Nokia and their clients. Created APIs to generate statistics related to data of various programs within Nokia and its clients in Europe.

BBN Technologies/Northeastern University — Graduate Research Assistant

Sep 2005 - Sep 2009

- Worked on Automatic Speech Recognition (ASR) algorithms on Arabic speech/audio signals such as confidence estimation, system combination of algorithms to improve speech accuracy. This work resulted in a thesis. Perl

INTERNSHIPS

MERL, Cambridge, MA — Research Intern

- Designed and implemented an algorithm for building a topic-based language model for the automotive domain.
- Developed a new algorithm for efficient heating and cooling of

rooms.

Schlumberger Doll Research, Cambridge, MA — Research Intern

Implemented an MCMC based probabilistic generative algorithm to populate 3D geological images given sparse data. (Patent)

EDUCATION

Northeastern University, Boston, MA — MS, EE, May 2009

Thesis: BBN Technologies: Developed system combination techniques using bayesian methods at word level and system level. Advisors: John Makhoul, Spyros Matsoukas

The National Institute of Engineering, Mysore, India — BE, EE, Jun 2002

Thesis: Classification of Power System Faults using Wavelet Transforms and Probabilistic Neural Networks

Patents

- Method to detect seam in 3D point clouds with High Precision - *TBF Oct 21*
- Validation of a Robotic Manipulation Event Based on a Classifier - *Filed Nov 2020*
- A Robust Auto Calibration System of Gaussian Kernels for Object Identification - *Filed Nov 2020*
- Systems and Methods for Providing Near Best Itinerary Planning for Touring Locations Based on User Interests., *Filed 2017*
- Generating Facies Probability Cubes, US Patent, *Sep 2014*

Select Publications

1. "Robin deals with a world where things are changing all around it", <https://www.amazon.science/latest-news/robin-deals-with-a-world-where-things-are-changing-all-around-it>
2. "Amazon's robot arms break ground in safety and technology", <https://www.amazon.science/latest-news/amazon-robotics-see-robin-robot-arms-in-action>
3. AR-ID, "Amazon employee-led feedback inspired the creation of this robot", <https://www.youtube.com/watch?v=RKyvfF5-36k>
4. "10 years of Amazon robotics: how robots help sort packages, move product, and improve safety" <https://www.aboutamazon.com/news/operations/10-years-of-amazon-robotics-how-robots-help-sort-packages-move-product-and-improve-safety>
5. "Negative Binomial Classifier for Record Linkage", Computing Conference, London, Jul 2022
6. Harish Krishnamurthy, Anna Lafontant, Ren Yi, A Time-Series Cluster Space

Search Scheme for Localization of Geospatial Events in the UFO database.,
Best Presentation Award, International Conference on Machine Learning
Applications (ICMLA), Copenhagen, June 2017. ICMLA 2017.

7. Harish K Kashyap, "Study of Algorithms to combine multiple Automatic
Speech Recognition System(ASR) outputs", Masters Thesis
8. Other publications on google scholar

EMPLOYMENT APPLICATION

**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Buffum, Frank
ET23.6.21 HEARING BOARD MEMBER**

**Received: 7/21/23 3:26
PM**

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Buffum, Frank		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Francisco, California 94118		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Bachelor's Degree		

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: From: 1/1987 To: 12/1988	SCHOOL NAME: University of California, Berkeley	
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: English		

WORK EXPERIENCE

DATES: From: 4/2000 To: 5/2020	EMPLOYER: Dolby Laboratories	POSITION TITLE: Sr. Manager, Technical Communications
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California, 94103		COMPANY URL: dolby.com
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 30	
DUTIES: Please see resume attached/included		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/1999 To: 4/2000	EMPLOYER: Self	POSITION TITLE: Contract Technical Writer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Oakland, California		
HOURS PER WEEK: 40		
DUTIES: Contracts in telecom, audio engineering, business services.		
REASON FOR LEAVING: [REDACTED]		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions**1. How did you find out about this position?**

Job board/website (list specific under "other")

2. If other, please tell us where.

volunteermatch.org

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

NA

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
My undergraduate study included an Environmental Studies survey that shaped my understanding, comprehension and analysis of air quality and how it both affects and reflects human and other life, ever since. As a long-time member/supporter of NGOs including the Union of Concerned Scientists and Oceana, my education in the area has been ongoing ever since.
I do not have Board experience.
 2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
Society for Technical Communication
My long history of working successfully with advanced engineering concepts, products, and personnel would serve this Board well.
 3. **Please list relevant accomplishments, publications, or awards.**
None. In my career in a corporate setting, I focused on achieving business objectives, not public recognition.
 4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**
Yes
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Frank Buffum on 7/21/23 3:26 PM

Frank Buffum

██████████ • San Francisco, CA • ██████████

Summary

Accomplished expert in delivering complex information as a coherent package. Analyzes challenges, builds alliances, works with teams to deliver customer oriented long-term value.

Experience

📍 Dolby Laboratories, San Francisco

Sr. Manager, Technical Communications, Consumer Entertainment Group

2016 – 2020

- Championed multi-year transformation of customer experience to portal-based delivery of all content, including all engineering product lines as well as documentation, through successful launch of portal. Led worldwide tech comms team, including specialists in writing, illustration, editing, localization, publishing engineering, as well as regional managers across the globe, in a consolidated business group dedicated to delivering audio and video technology across all types of consumer experiences. Oversaw tech comms infrastructure for, and coordination with other business groups.

Sr. Manager, Technical Publications, E-Media Business Group

2012 – 2016

- Directed business focus to supporting delivery of audio technologies for internet-connected consumer devices of all types, as well as explorations of areas such as VR. Led council of managers across business groups who managed tech writers, including some without tech comms background. Made business case to migrate content management systems and authoring method to industry-standard DITA-based authoring, across all authors in all business groups. Spearheaded effort to charter a publishing portal to transform customer experience.

Sr. Manager, Technical Publications

2006 – 2012

- Expanded team as company acquired and opened engineering offices worldwide. Supported all lines of business. Made business case and executed transition to authoring content in a Content Management System, taking on System Administration of that system personally. Established Tech Pubs as key stakeholder in project planning and execution. Innovated hiring practices, ensuring trust in staff hired. Established Localization standards. Hired second manager for growing team.

Frank Buffum

• San Francisco, CA •

Manager, Technical Publications

2002 – 2006

- Took on management of existing tech writers for professional products. Expanded services to include the technology licensing business. Drove demand for tech writing by demonstrating business value; increased team staffing. Made case to senior management to enable adoption of industry standard desktop publishing tool in tech publications.

Technical Writer

2000 – 2002

- Wrote and produced documentation for professional audio product users, and licensed technology product developers.

Contract Tech Writer

Self Employed

1999 – 2000

- Contracts in telecom, audio engineering, business services.

Skills and Training

Project Management, Program Management, Mindful Leadership, Emotional Intelligence, Durable Hiring Process, Content Strategy, Content Management Systems, Content Development, Customer Experience, User Experience.

References available upon request.

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980

<http://www.baaqmd.gov>

**HILLIARD, GENA
ET23.6.21 HEARING BOARD MEMBER**

Received: 7/19/23 11:58 PM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) HILLIARD, GENA		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████ OAKLAND, California 94605		EMAIL ADDRESS: ██████████
HOME PHONE: ██████████	ALTERNATE PHONE: ██████████	NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree		

PREFERENCES

ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular, Temporary, Seasonal
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time, Per Diem
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)
OBJECTIVE: Competitive Paying Job, Flexible Work Schedule, Limited/No Supervision, Travel ability

EDUCATION

DATES: From: 9/2007 To: 6/2011	SCHOOL NAME: SAN FRANCISCO STATE UNIVERSITY	
LOCATION: (City, State/Province) SAN FRANCISCO, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: SOCIOLOGY		UNITS COMPLETED: 1000 - Semester
DATES: From: 9/2004 To: 6/2007	SCHOOL NAME: COLLEGE OF ALAMEDA	
LOCATION: (City, State/Province) ALAMEDA, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Associate's
MAJOR: LIBERAL ARTS/SOCIOLOGY		UNITS COMPLETED: 1000 - Semester
DATES: From: 9/2000 To: 6/2004	SCHOOL NAME: OAKLAND SENIOR HIGH SCHOOL	
LOCATION: (City, State/Province) OAKLAND, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: High School Diploma
DATES:	SCHOOL NAME: California State University East Bay	
LOCATION: (City, State/Province) Hayward, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Public Administration/Public Policy		UNITS COMPLETED: 24 - Semester

WORK EXPERIENCE

DATES: From: 5/2007 To: Present	EMPLOYER: CHILDREN'S HOSPITAL OAKLAND	POSITION TITLE: SENIOR/LEAD PBX COMMUNICATIONS OPERATOR
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████ OAKLAND, California, 94609		COMPANY URL: https://www.childrenshospitaloakland.org/main/home.aspx
PHONE NUMBER: ██████████	SUPERVISOR: ██████████ - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

HOURS PER WEEK: 34	SALARY: \$ [REDACTED] /month	# OF EMPLOYEES SUPERVISED: 9
DUTIES: TELECOMMUNICATIONS OPERATOR CHILDREN'S HOSPITAL OAKLAND 05/2007- PRESENT Senior Operator providing Leadership and advanced skills/expertise to new incumbents. <ul style="list-style-type: none"> • Answered high volume of incoming calls from the public utilizing a multi-line phone system • Utilized both digital and analog phone system • Provided answers to questions and concerns from the public • Transferred calls and directed inquires to appropriate/correct destination • Answered and coordinated responses to emergency and security situations: traumas, codes (blue, red, med STATs, child abductions, bomb threats, weapons) • Monitored alarms and assist engineering department • Liaison with Helicopter Medical Team, Doctors, Security and Staff 		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 2/2022 To: 11/2022	EMPLOYER: City Of Alameda	POSITION TITLE: Administrative Assistant II
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Alameda, California, 94501		
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Supervisor	
HOURS PER WEEK: 24	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Answer main line for department Answer general questions from public regarding permit status Help customers navigate City Of Alameda's Permit website Portal. Handled back-end of Permit Center Portal for permit application processing Digitally and manually processed building plans Transfer calls to correct destination Data entry Information research of permit status Handle sensitive /private information		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 7/2014 To: 4/2022	EMPLOYER: KAISER PERMANENTE	POSITION TITLE: PBX COMMUNICATIONS OPERATOR
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] OAKLAND, California, 94611		COMPANY URL: https://healthy.kaiserpermanente.org/northern-california/facilities/oakland-medical-center-100344
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 8	SALARY: \$ [REDACTED] /month	# OF EMPLOYEES SUPERVISED: 0
DUTIES: <ul style="list-style-type: none"> • Answered high volume of incoming calls from the public utilizing a multi-line phone system • Utilized both digital and analog phone system • Provided answers to questions and concerns from the public • Transferred calls and directed inquires to appropriate/correct destination • Answered and coordinated responses to emergency and security situations: traumas, codes (blue, red, med STATs, child abductions, bomb threats, weapons) • Monitored alarms and assist engineering department 		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 8/2019 To: 2/2022	EMPLOYER: City Of Alameda/Fire Department	POSITION TITLE: Housing Safety/Accessibility Assistant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Alameda , California, 94501		COMPANY URL: www.alamedaca.gov
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

HOURS PER WEEK: 21	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Evaluate home safety for Seniors/Disabled Persons Coordinate construction and installation of home safety modifications (grab bars, ramps, rails, smoke/carbon monoxide detectors) Maintain inventory of equipment and supplies Determine financial eligibility/budget Verify income (tax documents, social security statements) Perform final inspection of construction/installation of safety modifications Community Outreach Work closely/in concert with EMS, EMT, Fire Dept, Police Dept.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 8/2016 To: 9/2016	EMPLOYER: CONTRA COSTA COUNTY	POSITION TITLE: ELIGIBILITY WORKER/TRAINING
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] HERCULES, California, 94547		COMPANY URL: http://www.co.contra-costa.ca.us/361/Human-Resources
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: <ul style="list-style-type: none"> • Heavy public contact in person and over phones. • Conduct interviews. • Assess needs of clients to make appropriate referrals. • Gather and correctly evaluate data for eligibility determination for public assistance (Medi-Cal). Interpret rules and regulations. • Maintain confidential records. • Utilized computer systems and programs 		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 12/2014 To: 8/2016	EMPLOYER: CONTRA COSTA COUNTY	POSITION TITLE: EXCHANGE CUSTOMER SERVICE AGENT
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] MARTINEZ, California, 94553		COMPANY URL: http://www.co.contra-costa.ca.us/361/Human-Resources
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: <ul style="list-style-type: none"> • Exchange Customer Service Agent • Answers customer inquiries through multiple system and toll-free telephone numbers for responding to inbound and other calls as necessary; • Handles requests through customer inquiries and complaints, using business knowledge, professionalism, and efficiency, to maximize and facilitate one-call resolution; • Refers unresolved customer complaints to the Customer Service Supervisor or other appropriate staff; • Responds to customers' inquiries, complaints, and refers requests using business knowledge, policy, uniform procedures, professionalism, and efficiency to facilitate one-call resolution 		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 7/2012 To: 7/2014	EMPLOYER: KAISER PERMANENTE	POSITION TITLE: TELE-SERVICE REPRESENTATIVE
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], SAN FRANCISCO, California, 94118		COMPANY URL: KP.ORG
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 16	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:		
<ul style="list-style-type: none"> • Answer high volume of incoming calls from the public • Scheduled and maintain appointments for twelve medical specialty offices • Typed brief informative correspondence • Managed confidential medical information (Name, Address, Date of Birth, Social Security Number, Medical conditions/history) • Direct calls to appropriate/correct destination • Provided reception and secretarial services for multiple physicians and medical offices 		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 7/2008 To: 11/2010	EMPLOYER: CALTRANS/511.ORG	POSITION TITLE: TRAVELER INFORMATION CENTER OPERATOR
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] OAKLAND, California, 94612		COMPANY URL: http://www.caltrans.ca.gov/
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] - MANAGER	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 16	# OF EMPLOYEES SUPERVISED: 0	
DUTIES:		
<ul style="list-style-type: none"> • Collecting and disseminating traffic and transit emergency and non-emergency information • Assisting in congestion management in the San Francisco Bay Area. • Utilize software (Traffic and Transit Reporting and Management System (TRAMS) to disseminate information on multiple dissemination channels inclusive of web portal, phone, social media and dynamic message signs. • Responsible for collecting, monitoring and posting of the traffic and transit information. • Disseminate information from California Highway Patrol CAD and Lane Closure System automatically into the Traffic and Transit Reporting and Management System (TRAMS) • Responsible to ensure the incident details are readable and can be understood by the travelers. • Detecting scheduled and unscheduled traffic/transit and incident management events, congestion and travel time imbalances in the geographical coverage area with monitoring and/or surveillance systems 		
REASON FOR LEAVING: [REDACTED]		

CERTIFICATES AND LICENSES

TYPE: CPR AND AED	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: CHILDREN'S HOSPITAL OAKLAND

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS: AMCOM COMMUNICATIONS SYSTEM - Expert - 10 years and 0 months INTELLIDESK COMMUNICATIONS SYSTEM - Expert - 5 years and 0 months GovClarity.com - Beginner - 1 years and 4 months EVERBRIDGE - Beginner - 1 years and 0 months ACCELA - Beginner - 0 years and 7 months CAMINO - Beginner - 0 years and 7 months
LANGUAGE(S):

ADDITIONAL INFORMATION

Volunteer Experience
INFORMATION OFFICER Provided court schedule/location info to the public Dublin Courthouse,
• FAMILY SERVICES CASE WORKER Simulated certified Family Services Case Workers by assisting them with relief efforts to the victims of Hurricane Katrina Interviewed and solicited information from victims to determine their eligibility for financial aid, housing and other disaster resources. Dispersed financial aid funds to qualified disaster victims
• LOCAL CALL CENTER REPRESENTATIVE Assisted with the answering of phone calls from the public during the Hurricane Katrina Disaster Provided the public with inconstant information and updates regarding disaster relief status

REFERENCES

REFERENCE TYPE: Professional	NAME: Rosie Brooks	POSITION: Senior/Lead Operator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

REFERENCE TYPE: Professional	NAME: KEVIN JENKINS	POSITION: COUNCIL MEMBER, CITY OF OAKLAND
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Latasha Dunn	POSITION: Office Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions**1. How did you find out about this position?**

District Website

2. If other, please tell us where.

<https://www.baaqmd.gov/about-the-air-district/job-opportunities>

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

n/a

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**

I do not have experience working with the Air Quality Management District. I do have experience following "Spare The Air" recommendations such as taking public transportation when the air quality is not clear and clean.

I was a member of the UCSF Benioff Children's Hospital Oakland's board responsible for the transition of the hospital to a new Mass Notification System. I had to meet with a group of decision makers to help make decisions on the implementation of the new system and its operations.

2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**

I have no associations with the Hearing Board.

3. **Please list relevant accomplishments, publications, or awards.**

I was able to learn how to operate the permitting portal/database for building and planning permits with the City Of Alameda. I became an intermediate user of the ACCELA and CAMINO permit portal/database. I learned how to issue permits for building and planning projects. I quickly learned rules and regulations and procedures to issuing permits.

4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**

Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by GENA HILLIARD on 7/19/23 11:58 PM

Gena Hilliard

EDUCATION

• MASTERS DEGREE	PUBLIC ADMINISTRATION *Focus on Emergency Management
• B.A	SOCIOLOGY
• A.A	LIBERAL ARTS, SOCIOLOGY
• DIPLOMA	GENERAL EDUCATION

ACCOMPLISHMENTS

- Earned Master Degree in Public Administration while working 3 jobs; During a Pandemic!
- Selected as a consultant in UCSF Benioff Children's Hospital's transition to using EVERBRIDGE mass notification system.
- Leadership-
 - Trained new incoming employees on how to perform job functions, use system and equipment
 - Updated outdated/antiquated training procedures and manual and Created new training procedures and manual for Telecommunications Department.

HIGHLIGHTS

- Tele/Communication/(EVERBRIDGE, 511.org, Mass Communication)
- Organization (Calendars, Prioritizing, Time Management)
- Follow verbal and written instructions

EXPERIENCE

SENIOR/LEAD TELECOMMUNICATIONS OPERATOR, UCSF Benioff Children's Hospital Oakland
2007 – **PRESENT**

- Answer high volume of incoming calls from the public utilizing a multi-line phone system
- Utilized both digital and analog phone system
- Provided answers to questions and concerns from the public
- Transferred calls and directed inquires to appropriate/correct destination
- Answered and coordinated responses to emergency and security situations: traumas, codes (blue, red, med STATs, child abductions, bomb threats, weapons)
- Monitored alarms and assist engineering department emergency communication

- Assist with implementation of policy, operations, training and supervising of new employees within the department

ADMINISTRATIVE ASSISTANT, BUILDING, PLANNING, TRANSPORTATION -City Of Alameda

FEB 2022- OCT 2022

- Answer main line for department
- Answer general questions from public regarding permit status
- Help customers navigate City Of Alameda's Permit website Portal.
- Handled back-end of Permit Center Portal for permit application processing
- Digitally and manually processed building plans
- Transfer calls to correct destination
- Data entry
- Information research of permit status
- Handle sensitive /private information

HOUSING SAFETY & ACCESSIBILITY COORDINATOR, City Of Alameda

2019 – 2022

- Evaluate home safety for Seniors/Disabled Persons
- Coordinate construction and installation of home safety modifications (grab bars, ramps, rails, smoke/carbon monoxide detectors)
- Maintain inventory of equipment and supplies
- Determine financial eligibility Verify income (tax documents, social security statements) Perform final inspection of construction/installation of safety modifications Community Outreach
- Work closely/in concert with EMS, EMT, Fire Dept., Police Dept.

***I completed two tier environmental reviews for the Federally Funded Housing Safety Program in HEROS/HUD Environmental Review Online System. I also completed the site-specific appendices to satisfy the second tier review.**

***For Housing and Urban Development/ HUD, I completed the CEST/Cetegorically Excluded Subject To.**

TELECOMMUNICATIONS OPERATOR, Kaiser Permanente

2012 – 2022

- Answered high volume of incoming calls from the public utilizing a multi-line phone system
- Utilized both digital and analog phone system
- Provided answers to questions and concerns from the public
- Transferred calls and directed inquires to appropriate/correct destination
- Answered and coordinated responses to emergency and security situations: traumas, codes (blue, red, med STATs, child abductions, bomb threats, weapons)
- Monitored alarms and assist engineering department

ELIGIBILITY WORKER 1 (TRAINING), CONTRA COSTA COUNTY

2016-2016

- Heavy public contact in person and over phones.
- Conduct interviews.
- Assess needs of clients to make appropriate referrals.
- Gather and correctly evaluate data for eligibility determination for public assistance (Medi-Cal). Interpret rules and regulations.
- Maintain confidential records.
- Utilized computer systems and programs

EXCHANGE CUSTOMER SERVICE REPRESENTATIVE, CONTRA COSTA COUNTY

2014- 2016

- Answers customer inquiries through multiple system and toll-free telephone numbers for responding to inbound and other calls as necessary;
- Handles requests through customer inquiries and complaints, using business knowledge, professionalism, and efficiency, to maximize and facilitate one-call resolution;
- Refers unresolved customer complaints to the Customer Service Supervisor or other appropriate staff;
- Responds to customers' inquiries, complaints, and refers requests using business knowledge, policy, uniform procedures, professionalism, and efficiency to facilitate one-call resolution

TRAVELER INFORMATION CENTER OPERATOR, 511.ORG/CALTRANS

2008-2010

- Collecting and disseminating traffic and transit emergency/nonemergency information
- Assisting in congestion management in the San Francisco Bay Area
- Utilize software (Traffic and Transit Reporting and Management System (TRAMS) to disseminate information on multiple dissemination channels inclusive of web portal, phone, social media and dynamic message signs
- Responsible for collecting, monitoring, and posting of the traffic and transit information
- Disseminate information from the California Highway Patrol CAD and Lane Closure System automatically into the traffic and transit reporting and Management System (TRAMS)
- Ensure incident details are readable and can be understood by the travelers
- Detecting scheduled and unscheduled traffic/transit and incident management events, congestion, and travel time imbalances in the geographical coverage area with monitoring and/or surveillance systems

EMPLOYMENT APPLICATION

	BAY AREA AIR QUALITY MANAGEMENT DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 7/17/23 6:40 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
	Leclerc, Walter ET23.6.21 HEARING BOARD MEMBER	

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Leclerc, Walter	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████, Palo Alto, California 94306	EMAIL ADDRESS: ██████████
HOME PHONE: ██████████	NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA
What is your highest level of education? Master's Degree	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PREFERENCES

ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Full Time
OBJECTIVE: Hearing Board Member

EDUCATION

DATES:	SCHOOL NAME: University of San Francisco	DEGREE RECEIVED: Master's
LOCATION: (City, State/Province) San Francisco, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAJOR: Environmental Management		
DATES:	SCHOOL NAME: University of California	DEGREE RECEIVED: Bachelor's
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAJOR: Chemistry		

WORK EXPERIENCE

DATES: From: 9/2014 To: 7/2023	EMPLOYER: Digital Realty Trust, Inc.	POSITION TITLE: Director, EOHYS
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████, San Francisco, California, 94111		
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
HOURS PER WEEK: 40	SALARY: ██████████ /month	# OF EMPLOYEES SUPERVISED: 5
DUTIES: Reporting to the VP, Technical Operations and working in tandem with a variety of stakeholders, responsible for the ownership, administration and management of all functional areas related to global EOH&S, sustainability, M&A – EHS, GRC, and ESG as programs are developed and executed at the strategic and tactical levels globally while developing best-in-class programs within the largest wholesale data center provider in the world.		
REASON FOR LEAVING: ██████████		
DATES: From: 6/2011 To: 10/2014	EMPLOYER: JOHNSON CONTROLS, INC.	POSITION TITLE: GWS Senior Account EHS Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Santa Clara, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

HOURS PER WEEK: 40	SALARY: [REDACTED]/month
DUTIES: Responsible for all aspects of the global EH&S program for operations providing engineering design support, technical and operations support/facilities management, and maintenance to Agilent Technologies, including implementation of an EH&S management system (EHSMS), regulatory compliance assurance, and leadership for the sustainability/corporate social responsibility program.	
REASON FOR LEAVING: [REDACTED]	
DATES: From: 1/2007 To: 6/2011	EMPLOYER: SLAC NATIONAL ACCELERATOR LABORATORY, STANFORD UNIVERSITY
POSITION TITLE: Director, Office of Assurance	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Menlo Park, California	
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: [REDACTED]/month
DUTIES: Responsible for overseeing the Assurance Programs, including quality/continuous improvement, issues management, self assessment and reporting, the performance evaluation and measurement plan (PEMP), and trending and analysis with one additional staff member to assist.	
DATES: From: 11/1999 To: 12/2006	EMPLOYER: KELLY-MOORE PAINT COMPANY, INC.
POSITION TITLE: Director of Risk Management, Human Resources, and Auditing	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Carlos, California	
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: [REDACTED]/month
DUTIES: Reporting directly to the President & CEO and serving as an executive business partner to the President & CEO and other executives, responsible for overseeing the Risk Management (self-insurance/large deductible program, product design/stewardship, litigation management, and asset protection/loss prevention/security), Human Resources/QEH&S, and Internal Auditing (financial and operational) departments, including four department/group supervisors and ten staff members covering four manufacturing sites and approximately 190 retail stores in ten western states. <ul style="list-style-type: none"> Accelerated responsibilities to include benefits. Developed and implemented an organizational strategic plan designed to support the company's long range business plan. Achieved numerous strategic objectives (e.g., reduced the OSHA recordable incident rate by 63% in three years; brought the company back into full compliance with numerous air, water, and hazardous waste regulations; and achieved "zero" discharge at the corporate manufacturing plant). Consistently met pre-determined tolerance levels in self-insurance/large deductible program covering GL/AL (product/toxic tort, general/employment, auto, environmental, etc.) and workers' compensation claims and litigation. Reduced workers' compensation costs by over a million dollars, and developed and implemented a workers' compensation fraud abatement program resulting in three criminal convictions with financial restitution. Extensive government/public affairs (e.g., Paint Product Stewardship Initiative), trade/industry association (e.g., California Paint Council), and regulatory compliance interactions, including legislative activities in Washington (e.g., S. 413: asbestos litigation reform) and Sacramento (e.g., AB 10X: fees on consumer products and architectural coatings). Led three successful ISO 9000 program development and registration efforts (ISO 9001:1994 and ISO 9001:2000), and one successful ISO 14000 program development effort. Extensive compliance interactions with regulatory and oversight agencies, including compliance with formulation and product labeling requirements. 	
DATES: From: 5/1998 To: 11/1999	EMPLOYER: RAYTHEON COMPANY
POSITION TITLE: EH&S Manager	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Sunnyvale, California	
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	SALARY: [REDACTED]/month
DUTIES: Reporting directly to the General Manager, responsible for the EH&S program, including the responsibility for leading the EH&S Department, which was a ten-member organization comprised of four groups (environmental protection and waste management, occupational health and safety, fire protection services, and disaster preparedness) and a budget of approximately \$1.5 million. <ul style="list-style-type: none"> Brought the power plant back into compliance with Federal (Title V, Synthetic Minor) and local (Bay Area Air Quality Management District) air rules and regulations. First AFSPC unit to receive a rating of "Healthy" in all 13 environmental protocols during an external ECAMP in March 1999 in addition to a perfect record: no "repeat", "carryover" or "high vulnerability" findings and eight positive observations highlighting achievements beyond compliance. Reduced the OSHA recordable rate from 14.6 to 3.29 (87% reduction in 18 months) and lost time case incident rate from 8.77 to 5.14 (41% reduction in 18 months) by implementing a behavior-based safety program and aggressive return to work program, increasing safety awareness, and developing line management responsibility and accountability. Directed and managed the installation of a hazardous materials tracking system/program that served over 2000 users within budget and according to a demanding eight month schedule. 	

CERTIFICATES AND LICENSES

TYPE: Professional Sequence Award in ISO 14000 and Environmental Management Systems	
LICENSE NUMBER: N/A	ISSUING AGENCY: University of California, Santa Cruz Extension
TYPE: Professional Sequence Award in ISO 9000 International Standards	
LICENSE NUMBER: N/A	ISSUING AGENCY: University of California, Santa Cruz Extension
TYPE: Certified Hazardous Materials Manager (CHMM)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: IHMM, 11900 Parklawn Dr., Suite 450, Rockville, MD 20852-2624, Phone: 301-984-8969
TYPE: Senior Professional in Human Resources (SPHR)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: HR Certification Institute, 1800 Duke Street, Alexandria, Virginia, USA 22314, Phone: 1-866-898-4724
TYPE: Registered Environmental Property Assessor (REPA)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: National Registry of Environmental Professionals, P.O. Box 2099, Glenview, IL 60025-6099,

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **How did you find out about this position?**
Job board/website (list specific under "other"), Other
2. **If other, please tell us where.**
LinkedIn
3. **Are you currently legally authorized to work in the United States on a full-time basis?**
Yes
4. **Are you related to any District employee or Board member?**
No
5. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**
No
6. **If related to a District employee or Board member, what is their name and their relationship to you?**
N/A

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
30+ years of environmental, health, and safety experience, including air permitting, quality and risk assessment experience.
 2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
ISO 9000, ISO 14000, REPA, CHMM, and SPHR
 3. **Please list relevant accomplishments, publications, or awards.**
See resume.
 4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**
Yes
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Walter Leclerc on 7/17/23 6:40 PM



Education:

M.S., Environmental Management, University of San Francisco

B.S., Chemistry, University of California, Berkeley

Credentials:

- Certified Hazardous Materials Manager, [REDACTED], certified since Sept. 1994, current until September 2025
- Senior Professional in Human Resources, [REDACTED], certified since Dec. 2003, current until July 2025
- Registered Environmental Property Assessor, [REDACTED], registered since May 2013, current until May 2024

Panels/Webinars/Interviews:

- Panel Discussion: Water in Today's Data Centers, 7x24 Exchange Fall Conference, October 2021
- Webinar: [S&P Global – Beyond ESG with Water Risk](#), April 2021
- Interview: [GreenBiz 21 – Walter Leclerc on How Ecolab's partnership is Making Water Management Goals](#), March 2021
- Webinar: A Water Focus, Uptime Institute North America Regional Member Briefing – Q3 2020
- [McGuireWoods – Internet Infrastructure Issues – Data Centers 101 Water Footprint and Consumption](#), May 2020
- [McGuireWoods – Internet Infrastructure Issues - Data Centers 101 Environmental Health and Safety](#), April 2020

Publications:

- [“Five Simple Safety Best Practices for Data Centers,”](#) LinkedIn, September 2019
- [“Safety is at the Core of Successful Infrastructure,”](#) Digital Realty, February 2019
- [“Six Golden Safety Rules for Data Centers,”](#) Data Center Knowledge, November 2017
- [“Data Center Energized Electrical Work – A Culture Shift is Occurring,”](#) Mission Critical, December 2016
- [“Data Center EH&S 101,”](#) Environmental Protection and OH&S Online, March 2016

Walter N. Leclerc III

Executive Summary: A seasoned environmental, health and safety (EHS) and sustainability professional. Considered by his peers a thought leader, Walter has authored articles focused on cutting-edge EHS and sustainability issues including water scarcity, water conservation strategies, global EHS operating models, EEW (energized electrical work), and related topics. He recently led efforts culminating with industry recognition of Digital Realty for a 2020 Top Project of the Year (Global Water Strategy) award presented by Environment+Energy Leader and earning Digital Realty inclusion on the [2018 America's Safest Companies List](#) presented by EHS Today magazine. With thirty plus (30+) years of increasing responsibilities in his field, Walter believes his ability to share his knowledge compliments the work he does and has spent time as a regular speaker at venues and events across the globe. He has a BS in Chemistry from the University of California, Berkeley and MS in Environmental Management from the University of San Francisco.

Key accomplishments during career include:

- Development and implementation of branded, global EOH&S operating models and strategy at two companies, including the development, establishment, and communication of comprehensive, forward-thinking strategies for preventing and mitigating operational risks. Practical experience with the three lines of defense model application.
- The 2020 Top Project of the Year (Global Water Strategy) award as part of the Environment + Energy Awards Program presented by Environment+Energy Leader.
- The [2018 America's Safest Companies List](#) presented by EHS Today magazine.
- Globally championed “green” as a good business message, brand, and culture utilizing post-consumer/recycled and zero VOC paint products, and achieved numerous environmental strategic objectives.
- Demonstrated results in cost reduction, and productivity and efficiency improvements at five companies.

Overall, experience spans from performing research and analysis of environmental technologies to environmental and safety thought leadership as well as regulation development to advanced regulatory experience and knowledge. Also, a strong business partner on strategic and tactical initiatives, including a track record of implementing industry-leading/“best-in-class” leading programs, including EHS, sustainability, GRC, ESG, quality, risk/compliance, and product stewardship.

Chronology of Employment:

- Sep. 2014 – present: Director, Environmental Occupational Health and Safety, Digital Realty, Santa Clara, CA
- Jun. 2011 – Sept. 2014: GWS Sr. Account EHS Manager, Johnson Controls, Inc., Santa Clara, CA
- Jan. 2007 – Jun. 2011: Director, Office of Assurance, SLAC National Accelerator Laboratory, Stanford, CA

Work experience prior to Jan. 2007 includes positions in management, EHS, human resources, risk/compliance, quality, technical services, and research.

PROFILE

A seasoned environmental, health and safety (EHS) and sustainability professional and thought leader, particularly around strategic issues, target-setting processes, and implementation of industry-leading/“best in class” programs and elements. Thirty plus (30+) years of increasingly responsible experience in technology, consulting, and chemical industries spanning from a large Fortune 100 company to a family-owned corporation, including numerous articles published around cutting-edge EHS and sustainability issues such as energized electrical work (EEW), golden safety rules, water scarcity and strategies, and related topics. Also, a proven ability in shaping and implementing EHS, sustainability, quality/auditing, M&A – EHS, governance, risk management, and compliance (GRC), and environmental, social, and governance (ESG) strategy while working with executive teams, industry/trade organizations, and regulators/government agencies initiatives/affairs. Areas of experience and strength include:

- Developing and implementing branded, global EHS operating models and strategy at two companies, including the development, establishment, and communication of comprehensive, forward-thinking strategies for preventing and mitigating operational risks. Practical experience with the three lines of defense model application.
- Implementing innovative and business differentiating EHS programs and technologies.
- Proven “change agent”, including the ability to provide direction, understand resource capability, remove roadblocks, turn information into effective strategies, and successfully drive results to achieve business goals and objectives at all levels.
- Advanced legal challenges/regulatory experience and knowledge with proven negotiation skills with regulators and oversight agencies, including product environmental, safety, and compliance (PESC).
- Extensive government/public affairs, trade/industry association, and regulatory compliance interactions, including legislative activities in Washington and Sacramento.
- Demonstrated results in cost reduction, and productivity and efficiency improvements at five companies.

PROFESSIONAL EXPERIENCE

DIGITAL REALTY TRUST, INC.

September 2014 to present

Director, Environmental Occupational Health and Safety

Reporting to the VP, Technical Operations and working in tandem with a variety of stakeholders, responsible for the ownership, administration and management of all functional areas related to global EOH&S, sustainability, M&A – EHS, GRC, and ESG as programs are developed and executed at the strategic and tactical levels globally while developing best-in-class programs within the largest wholesale data center provider in the world. Key successes included:

- Development and implementation of a branded, global EOH&S operating model and strategy.
- The [2018 America’s Safest Companies List](#) presented by EHS Today magazine. As a first-time honoree, Digital Realty was one of 13 companies recognized in 2018 for providing a safe working environment for thousands of employees, and the first data center company to ever receive this honor and distinction as one of America’s Safest Companies (ASC). America’s Safest Companies, created in 2002, is an unique and exclusive corporate award honoring the safest companies in the United States. Since 2002 (and as of 2018), only 238 companies with a clearly demonstrated commitment to employee safety and health, environment management, and risk control have been included on the lists published by EHS Today.
- The 2020 Top Project of the Year (Global Water Strategy) award as part of the Environment + Energy Awards Program presented by Environment + Energy Leader. While ensuring reliable performance and operational resiliency and redundancy for data center operations around the world, developed, implemented, and advanced a global water strategy to optimize, conserve, and protect water use through reduction, reuse, and recycle projects.
- Obtained over \$500K in evaporation credits and related cost reductions across the North America portfolio (e.g., City of Santa Clara, City of Los Angeles, etc.).
- By implementing risk improvement opportunities, reduced potential losses by over \$1B, which corresponded to over a \$700K reduction in overall property insurance renewal premiums even though the insurable value increased over this same five-year period from 2014-2019.

JOHNSON CONTROLS, INC.

June 2011 to October 2014

GWS Quality & Compliance Manager

Responsible for all aspects of the global EH&S program for operations providing engineering design support, technical and operations support/facilities management, and maintenance to Agilent Technologies, including implementation of an EH&S management system (EHSMS), regulatory compliance assurance, and leadership for the sustainability/corporate social responsibility program. Key successes included:

- While integrating business content and overseeing technical implementation by the global teams from the Americas, EMEA, and APAC, developed and implemented a global EHSMS to increase efficiencies and implement best management practices/assurance mechanisms in areas such as ISO 14001/OHSAS 18001, NM/UA/UC/HR reporting, fall protection and competent inspections/tracking, workplace compliance inspections, arc flash labeling to NFPA 70E, and emergency response management and capabilities.
- Developed and socialized a comprehensive understanding of Agilent's global footprint – including energy, water, and waste – by re-establishing effective and accurate reporting mechanisms and processes to assist Agilent in reducing their overall footprint and advance their strategic EHS interests globally.
- Scored 95% covering 25 protocols during third-party (Bureau Veritas) JCI Corporate Global Audit in Santa Clara, CA in July 2011 and Penang, Malaysia in September 2013 (since program initiation in 2008, JCI Corporate Highest Score = 97%; JCI Corporate Lowest Score = 54%).
- First GWS account to conduct an Assessment of Culture Safety (ASK) perception survey.
- Developed a new opportunity in EH&S consulting in coordination with Workplace Strategy Americas (WSA) by securing Discover Financial Services (DFS) business.

SLAC NATIONAL ACCELERATOR LABORATORY, STANFORD UNIVERSITY January 2007 to June 2011
Director, Office of Assurance

Responsible for overseeing the Assurance Programs, including quality/continuous improvement, issues management, self assessment and reporting, the performance evaluation and measurement plan (PEMP), and trending and analysis with one additional staff member to assist. Key successes included:

- Working closely with executive teams and departmental leadership, developed strategic plans, target-setting processes (key performance indicators), and implemented processes to improve consistent productivity and efficiency efforts.
- Developed and maintained the SLAC Assurance Program in accordance with Department of Energy (DOE) Order 414.1C, Quality Assurance and graded application of ISO 9001/14001 and NQA-1 for research environments. Served as the assurance interpretative authority for SLAC.
- Supply chain auditing and assurance, including coordination of contractor oversight and vendor qualifications (e.g., onsite inspections, verifying environmental claims/certifications, analyzing performance data, etc.).

Work experience prior to January 2007 includes positions in management, technical services, government, and research.

EDUCATION, CREDENTIALS, AWARDS & PUBLICATIONS

University of San Francisco: Master of Science in Environmental Management

University of California, Berkeley: Bachelor of Science in Chemistry

Certified Hazardous Materials Manager (CHMM), [REDACTED]

Registered Environmental Property Assessor (REPA), [REDACTED]

Senior Professional in Human Resources (SPHR), [REDACTED]

Panel Discussion: Water in Today's Data Centers, 7x24 Exchange Fall Conference, October 2021

Webinar: [S&P Global – Beyond ESG with Water Risk](#), April 2021

Interview: [GreenBiz 21 – Walter Leclerc on How Ecolab's Partnership is Making Water Management Goals](#), March 2021

Webinar: Uptime Institute North America Regional Member Briefing – Q3 2020

Webinar: [McGuireWoods – Internet Infrastructure Issues – Data Centers 101 Environmental Health and Safety](#), April 2020

Webinar: [McGuireWoods – Internet Infrastructure Issues – Data Centers 101 Water Footprint and Consumption](#), May 2020

Seminar: Data Center Seminar – Building Corporate Water Strategy in a Water Constraint World, April 2019

2020 Top Project of the Year (Global Water Strategy), Digital Realty, Environment+Energy Leader (2020)

The [2018 America's Safest Companies List](#), Digital Realty, EHS Today magazine (2018)

Leadership Award, Digital Realty (2016)

Gold Award for Superior Safety Performance, Agilent Account (Americas: 2011 & 2013 and EMEA: 2011 & 2012)

Industrial and Commercial Reuse Committee (2021), WaterReuse Association

Chair (2006) and Vice Chair (2002-2005), California Paint Council Steering Committee

OSHA10 Construction Industry

Professional Sequence Award in ISO 14000 and Environmental Management Systems

Professional Sequence Award in ISO 9000 International Standards

[“Five Simple Safety Best Practices for Data Centers,”](#) LinkedIn, September 2019

[“Safety is at the Core of Successful Infrastructure,”](#) Digital Realty, February 2019

[“Six Golden Safety Rules for Data Centers,”](#) Data Center Knowledge, November 2017

[“Data Center Energized Electrical Work – A Culture Shift is Occurring,”](#) Mission Critical, December 2016

[“Data Center EH&S 101,”](#) Environmental Protection and OH&S Online, March 2016

EMPLOYMENT APPLICATION

**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Kwoh, Lawrence
ET23.6.21 HEARING BOARD MEMBER**

**Received: 8/11/23 6:21
PM**

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Kwoh, Lawrence	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Richmond, California 94804	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Temporary
TYPES OF WORK YOU WILL ACCEPT: Part Time
SHIFTS YOU WILL ACCEPT: On Call (as needed)
OBJECTIVE: To apply for the public board seats for Board of Director's Finance and Administration Committee:

EDUCATION

DATES:	SCHOOL NAME: GEORGETOWN UNIVERSITY	
LOCATION: (City, State/Province) Washington , District of Columbia	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: M.S.		
DATES:	SCHOOL NAME: UNIVERSITY OF PITTSBURGH	
LOCATION: (City, State/Province) Pittsburgh , Pennsylvania	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: B.A.		

WORK EXPERIENCE

DATES: From: 12/2017 To: 7/2023	EMPLOYER: Federal Home Loan Bank of San Francisco	POSITION TITLE: VP
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Led a team providing second line of defense credit oversight of business units. Conducted policy reviews, enterprise wide portfolio analytics and risk surveillance. Supported senior management and coordinated regulatory responses. Provided advice on policies, methodologies and transaction structures. * Primary author of the Bank's new, comprehensive Credit Policy, revamping and consolidating prior policy documentation into a new holistic policy document. * Key contributor of risk policies and enterprise reports such as Risk Appetite, Risk Management and Enterprise Risk Report. * Vice-chair of Credit Committee. Co-leader of Climate Risk Working Group.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2013 To: 1/2017	EMPLOYER: FEDERAL HOME LOAN BANK OF BOSTON	POSITION TITLE: VP / Director of Credit

ADDRESS: (Street, City, State/Province, Zip/Postal Code) Boston, Massachusetts		
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Chair of the Credit Committee and Head of Credit with a team of 25+ professionals. Directed thought leadership and budget; developed and maintained credit policies/procedures/analytics and their implementations; and supervised credit reviews, analytics, collateral functions, underwriting requirements, and surveillance of investment risks. Maintained a strong relationship with stakeholders to ensure alignment of departmental initiatives with company-wide goals. Proactively monitored risks and worked to improve efficiency and effectiveness while maintaining safe and sound business practices within regulatory guidelines. * Re-tooled the Credit department producing streamlined risk-focused procedures; improved management reports with key performance metrics; revamped analytics and methodologies with regulatory approvals. * Expanded business capacity through the introduction of 3 new collateral types and new memberships especially 15 new * Led cross-functional (with Risk and Model Validation) team to develop several analytical models.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2010 To: 1/2012	EMPLOYER: MORNINGSTAR CREDIT RATINGS LLC	POSITION TITLE: Managing Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) New York, New York		
HOURS PER WEEK: 40		
DUTIES: Responsible for the development of RMBS rating business. Established a mortgage loan credit model linkage to Intex to provide highly automated monthly forecasted losses, projected cash flows, and surveillance reports. Continuously reviewed key assumptions and recalibration of the system for analytical enhancement to address synchronization between new issue and surveillance, client feedback, market development, and performance statistics. * Successfully launched a highly automated enterprise-level RMBS surveillance system to provide analytics and rating scores. * Co-authored RMBS criteria for new issue and surveillance. * Collaborated with corporate research department to develop corporate default and solvency models.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2008 To: 1/2010	EMPLOYER: STRUCTURED RISK ANALYTICS LLC	POSITION TITLE: Co-founder
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Mountainside, New Jersey		
HOURS PER WEEK: 40		
DUTIES: Provided independent third-party valuations and risk assessments on structured credit portfolios. Benchmarked clients' risk management processes to industry best practices. Delivered customized advisory solutions ranging from restructuring distressed portfolios to matching up trades. * Successfully completed a \$200MM RMBS portfolio valuation and restructuring advisory assignment for a large Midwestern regional credit union.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2005 To: 1/2008	EMPLOYER: PRINCETON ADVISORY GROUP	POSITION TITLE: Vice President
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Princeton, New Jersey		
HOURS PER WEEK: 40		
DUTIES: Successfully developed and established a Canadian asset-backed commercial paper (ABCP) infrastructure to support a super senior risk portfolio, covering sovereign and corporate names. As part of the ABS team, managed investments in ABS, RMBS, CMBS and CDO, and Commercial Real Estate CDO/CLOs across the capital structure (\$13.5BB AUM). Responsibilities included modeling, structuring, documentation, and investor marketing. * Successfully marketed and received \$100MM equity commitments for the Canadian ABCP conduit proposal. * Closed four ABS CDO and three CLO issuances.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2003 To: 1/2005	EMPLOYER: INTERNATIONAL ASSET TRANSACTIONS LLC	POSITION TITLE: Managing Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) New York, New York		
HOURS PER WEEK: 40		

DUTIES: Successfully established an ABCP conduit program. Focused primarily on structuring trade finance receivables and facilitating off-balance sheet bank assets covering a wide range of consumer and commercial asset classes. * Achieved A1/P1 rating for the conduit, one of only six non-bank sponsored conduits. * Formulated the Conduit Investment Guidelines and authored the Credit Policy Manual. * Developed and maintained relationship management with dealers, rating agencies, asset originators, liquidity banks, and credit enhancers.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2000 To: 1/2003	EMPLOYER: FIRST REPUBLIC INVESTMENT MANAGEMENT	POSITION TITLE: Vice President
ADDRESS: (Street, City, State/Province, Zip/Postal Code) New York, New York		
HOURS PER WEEK: 40		
DUTIES: Vice President, Fixed Income Portfolio Manager ----- Established the CDO business platform. Involved in all deal aspects from investor marketing to interfacing with bankers to legal documentation. Co-managed 3 multi-sector (RMBS, CMBS, ABS, and CDO) CDO portfolios totaling \$1.3 billion. * First to bring a CDO with commercial real estate loans to marketplace. * Averaged portfolio track record of upgrade/no change to downgrade ratio of 4:1. * Added key institutional investors to the CDO business.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 4/1994 To: 11/2000	EMPLOYER: MOODY'S INVESTORS SERVICE	POSITION TITLE: Vice President, Structured Finance Group Lead
ADDRESS: (Street, City, State/Province, Zip/Postal Code) New York, New York		
HOURS PER WEEK: 40		
DUTIES: Vice President, Structured Finance Group Lead senior analyst on cash flow, market value, synthetic CDO/CLOs, and ABCPs using corporate and asset-backed collateral. Other product responsibilities included derivative product companies (DPC), credit/insurance linked derivatives, and closed end funds. Involved in all deal aspects, including modeling and legal document reviews. ----- * Established criteria for and rated the first emerging market and market value CDOs. * Established criteria for catastrophe bond market and rated the first publicly placed catastrophe bond issuance. * Structured, negotiated, and rated the first independently capitalized municipal GIC DPC to be rated AAA.		
REASON FOR LEAVING: [REDACTED]		
CERTIFICATES AND LICENSES		
Nothing Entered For This Section		
Skills		
Nothing Entered For This Section		
ADDITIONAL INFORMATION		
Nothing Entered For This Section		
REFERENCES		
REFERENCE TYPE: Professional	NAME: Rob Dobilas	POSITION: Managing Partner
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. **How did you find out about this position?**

Other

2. **If other, please tell us where.**

LinkedIn

3. **Are you currently legally authorized to work in the United States on a full-time basis?**

Yes

4. **Are you related to any District employee or Board member?**

No

5. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**

No

6. **If related to a District employee or Board member, what is their name and their relationship to you?**

NA

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
I have a lot of professional experience on climate risk modeling and its environmental impacts (and therefore on air quality) from my works at Federal Home Loan Bank of San Francisco and Moody's Investors Service. I was a prior board member at a non-profit, Trinity Center for Urban Life in Philadelphia.
 2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
NA
 3. **Please list relevant accomplishments, publications, or awards.**
*Authored several housing policies at Federal Home Loan Bank of San Francisco (internal)
*Authored and co-authored several publications on criteria applicable to catastrophe bonds at Moody's Investors Service (available upon requests).
The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?
 4. **Yes**
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Lawrence Kwoh on 8/11/23 6:21 PM

Dear Board of Director's Finance and Administration Committee:

I am writing to apply for the public board seats for the Bay Area Air Quality Management District.

I am a full-time resident in the city of Richmond, California (Contra Costa County). My professional background and interests intersect climate risk modeling and its downstream environmental impact down to site level; policy formulation and real estate finance all of which I believe provides a background that will lend support to the public seats. I hope my skill sets can contribute to the board as it navigates the different stakeholders' pressures on air quality exacerbated by climate change, economic/financial pressures it must deal with, and the well-beings of the Bay Area citizens.

Sincerely,

Lawrence Kwoh

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Cullenward, Danny
ET23.6.21 HEARING BOARD MEMBER**

Received: 8/13/23 8:52 PM
For Official Use Only:
QUAL: _____
DNQ: _____
 Experience
 Training
 Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Cullenward, Danny		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], San Francisco, California 94112		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Doctorate		

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: To: 8/2013	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Doctorate
MAJOR: Environment and Resources		
DATES: To: 6/2013	SCHOOL NAME: Stanford Law School	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional
MAJOR: Law		
DATES: To: 1/2007	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Management Science & Engineering		
DATES: To: 1/2007	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Earth Systems		

WORK EXPERIENCE

DATES: From: 5/2021 To: Present	EMPLOYER: Institute for Carbon Removal Law and Policy, American University	POSITION TITLE: Research Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Washington, District of Columbia		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 10		
DUTIES: Conduct research on carbon removal law and policy.		
DATES: From: 9/2017 To: Present	EMPLOYER: Independent Emissions Market Advisory Committee, CalEPA	POSITION TITLE: Member
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Sacramento, California		

MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 2		
DUTIES: Provide expert advice to the California Legislature and California Air Resources Board on the state's cap-and-trade program for greenhouse gas emissions and overall climate policy strategy. Contribute to an annual written report on the performance of the cap-and-trade program. IEMAC Member since September 2017, IEMAC Vice Chair since January 2021.		
DATES: From: 8/2023 To: Present	EMPLOYER: Klenman Center for Energy Policy, University of Pennsylvania	POSITION TITLE: Senior Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) University of Pennsylvania, Philadelphia, Pennsylvania, 19104		COMPANY URL: https://kleinmanenergy.upenn.edu/
HOURS PER WEEK: 5		
DUTIES: Conduct research in the fields of energy and climate policy; publish blog posts, policy briefs, and other public research findings.		
DATES: From: 3/2020 To: 3/2023	EMPLOYER: CarbonPlan	POSITION TITLE: Policy Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Conduct open source research on projects to remove carbon dioxide from the atmosphere; liaise with companies and governments pursuing carbon dioxide removal technologies; evaluate the economics and performance of carbon removal projects; ensure high ethical standards in non-profit organization's operations.		
DATES: From: 9/2018 To: 6/2021	EMPLOYER: Stanford Law School	POSITION TITLE: Affiliate Fellow & Lecturer in Law
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED], Stanford, California, 94305		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 5		
DUTIES: Teach Energy Law and Climate Law and Policy at Stanford Law School, cross-listed with Stanford's School of Earth, Energy and Environmental Sciences. Conduct public interest research on current topics in energy and climate policy; publish findings in academic journals and communicate findings with the popular media; advise policymakers in California, the United States, and in other countries.		
DATES: From: 4/2016 To: 1/2020	EMPLOYER: Near Zero / Carnegie Institution for Science	POSITION TITLE: Research Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Conducted independent legal, economic, and technical research on energy and environmental law and policy. Managed project teams. Published research findings in academic journals, professional journals, public comment letters, technical reports, and communicate these findings in the media. Supervised student researchers and teach coursework on environmental law and policy. Advised regulators, legislators, legislative staff, and other policymakers as requested.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 9/2017 To: 12/2017	EMPLOYER: Stanford School of Earth, Energy & Environmental Sciences	POSITION TITLE: Lecturer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 10		
DUTIES: Taught Climate Law and Policy, cross-listed at Stanford Law School.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 4/2017 To: 6/2017	EMPLOYER: Stanford School of Earth, Energy & Environmental Sciences	POSITION TITLE: Lecturer

ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
HOURS PER WEEK: 10		
DUTIES: Teach U.S. Environmental Law in Transition, cross-listed at Stanford Law School (jointly offered with Stanford Law Professor Deborah A. Sivas).		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 9/2013 To: 12/2016	EMPLOYER: University of California, Berkeley	POSITION TITLE: Philomathia Research Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Berkeley, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Conducted legal research and practiced public interest law focused on energy and climate policy while supporting the creation of a campus-wide research program on energy and climate issues. Supervised student research assistants; liaised with Deans, Vice Chancellors, and other senior campus leaders; taught climate law and policy; participated in international exchanges with at Cambridge University and with Chinese researchers to evaluate the U.S. and Chinese commitments to the Paris Agreement on climate.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/2012 To: 6/2013	EMPLOYER: Stanford Environmental Law Clinic	POSITION TITLE: Bar-Certified Law Student
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 10		
DUTIES: Contributed to clinic matters addressing dormant commerce clause challenges to California's environmental regulations, listing new protected species under the Endangered Species Act, and the development of new carbon offset protocols in California.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 6/2012 To: 8/2012	EMPLOYER: Morrison & Foerster LLP	POSITION TITLE: Summer Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Practice split between environmental law group (permitting, siting, CEQA, NEPA, Proposition 65 issues for clients in energy, real estate, and other industries) and financial transactions group (syndicating lending agreements, security interests, inventory financing agreements, project development for clients in energy and manufacturing industries).		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 6/2011 To: 8/2011	EMPLOYER: U.S. Department of the Treasury	POSITION TITLE: Legal Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Washington, District of Columbia		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Advised senior attorneys and policymakers on international dimensions of U.S. environmental, trade, and national security law. Analyzed cross-border investment applications to Committee on Foreign Investment in the United States. Advised Treasury officials on cross-border financial regulations under Dodd-Frank, regulation of international aviation greenhouse gas emissions, and the design of international climate finance mechanisms.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 7/2007 To: 8/2008	EMPLOYER: MAP Royalty, Inc	POSITION TITLE: Energy Programs Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Palo Alto, California		

MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Managed educational outreach efforts at Stanford University, co-teaching two classes with over 150 students, including a field research class to visit energy facilities across China and study the effect of energy technologies and resources on air pollution.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 6/2006 To: 6/2007	EMPLOYER: Program on Energy and Sustainable Development	POSITION TITLE: Research Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Conducted international field research on energy and climate policy in the U.S., India, China, and Brazil; published findings in academic journals and in popular magazines.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 6/2005 To: 8/2005	EMPLOYER: Natural Resources Defense Council	POSITION TITLE: Schneider Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, South Carolina		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Supported NRDC's work in reducing local and global air pollution from coal power plants, contributed to the design of greenhouse gas emission standards for power plants in California (SB 1368), and researched carbon capture and storage technologies.		
REASON FOR LEAVING: [REDACTED]		

CERTIFICATES AND LICENSES	
TYPE: Admission to the California Bar	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California Bar Association
TYPE: Admission to the U.S. Supreme Court Bar	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: U.S. Supreme Court
TYPE: Admission to the U.S. Court of Appeals for the District of Columbia Circuit Bar	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: U.S. Court of Appeals for the District of Columbia Circuit

Skills
Nothing Entered For This Section

ADDITIONAL INFORMATION
<p>Professional Associations State Bar of California</p> <p>Honors & Awards Gerald Gunther Prize for Outstanding Performance in Energy Law, 2013</p> <p>Honors & Awards Kimmelman Family Graduate Fellowship in Environment & Resources, 2013</p> <p>Honors & Awards John Hart Ely Prize for Outstanding Performance in Climate and Energy Seminar, 2012</p> <p>Honors & Awards David and Lucile Packard Foundation Stanford Graduate Fellowship, 2008-2012</p> <p>Honors & Awards Philomathia Research Fellowship, University of California, Berkeley, 2013-2015</p> <p>Honors & Awards Pro bono distinction, Stanford Law School, 2013</p> <p>Honors & Awards Early Career Environmental Scholar, Woods Institute for the Environment, 2011</p> <p>Honors & Awards National Science Foundation Graduate Research Fellowship, Honorable Mention, 2008</p>

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **How did you find out about this position?**
District Employee, District Website
2. **If other, please tell us where.**
3. **Are you currently legally authorized to work in the United States on a full-time basis?**
Yes
4. **Are you related to any District employee or Board member?**
No
5. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**
No
6. **If related to a District employee or Board member, what is their name and their relationship to you?**
N/A

Job Specific Supplemental Questions

- 1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
- I completed all of my education at Stanford University. My undergraduate degree is a BS with Honors in Earth Systems, an environmental science program that included atmospheric science coursework. My MS is in Management Science & Engineering, where I developed analytical skills in applied economics, statistics, and optimization. My doctoral degree is in Environment & Resources (E-IPER). I also earned a JD at Stanford Law School, where I focused on environmental law and financial regulation. Since finishing my JD-PhD in 2013, my primary occupation has been as a public interest researcher employed at research universities (Stanford, UC Berkeley, American University, and the University of Pennsylvania) and non-profit research organizations (Carnegie Institution for Science, Near Zero, CarbonPlan). I also taught energy law, climate policy, and a seminar on environmental law as a Lecturer at Stanford Law School. As a result of this work and my academic training, I am very familiar with the U.S. Clean Air Act, the major federal caselaw under this statute, and the state legislative and regulatory environment that shapes California's unique approach to air quality management. Finally, I have consulted for policymakers and non-profit organizations working on energy and climate matters around the world—including in Canada, Europe, and China.
- In 2017, the California Senate appointed me to the Independent Emissions Market Advisory Committee, which is part of the California Environmental Protection Agency. The Committee is charged with providing independent analysis of California's cap-and-trade program for greenhouse gases. In 2020 I was elected the Committee's Vice Chair and currently serve in that role. I regularly advise state policymakers on the design and performance of state climate policies and have testified nine times before the California Assembly and Senate as an academic expert on these matters.
- In late 2017, BAAQMD's Board of Directors appointed me as an Alternate Member of the Hearing Board. In that capacity, I completed all training opportunities and participated on the dais for one enforcement matter. I also regularly attended public hearings during my time as an Alternate Member to gain experience with matters that come before the Hearing Board. I have carefully reviewed all of the relevant statutory provisions, BAAQMD regulations, and Hearing Board guidelines that apply in each matter. I have also reviewed the academic scholarship on the function and practice of Hearing Boards across California.
- In October 2020, I was appointed as a Principal Member of the Hearing Board and served actively in that role until the BAAQMD Board of Directors appointed me to the Advisory Council in August 2021, which required me to resign my position on the Hearing Board. During my time as a Principal Member of the Hearing Board, I addressed matters in approximately six dockets, including an enforcement action, an applicant's appeal of permit conditions, an emergency variance petition, and a short variance petition. I completed my two-year appointment on the Advisory Council and am now interested in returning to service on the Hearing Board as a Principal Member.
- 2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
- I am applying for the principal member position in the public category, for which I understand there are no specific requirements. However, I am also qualified to serve in the lawyer category, as I completed law school and have been an active member of the California state bar since 2014.
- As of August 2023, I hold an academic appointment as a Research Fellow at American University, as part of the Institute on Carbon Removal Law and Policy, and as a Senior Fellow at the University of Pennsylvania, as part of the Kleinman Center for Energy Policy. I am admitted to practice law in the following jurisdictions:
- California
 - U.S. Court of Appeals, D.C. Circuit
 - U.S. Supreme Court
- I am a peer reviewer for over 30 scholarly journals, academic publishers, and research institutes in the fields of energy and environmental science and policy.
- I also serve in the following volunteer positions:
- Member and Vice Chair, Independent Emissions Market Advisory Committee, CalEPA
 - Advisory Board, UC Berkeley Energy & Resources Collaborative
- I have taught the following graduate-level courses:
- Climate Law, Policy, and Politics (UC Berkeley) (once)
 - Climate Law and Policy (Stanford University) (three times)
 - Energy Law (Stanford University) (twice)
 - U.S. Environmental Law in Transition (Stanford University) (once)
- 3. Please list relevant accomplishments, publications, or awards.**
- Selected accomplishments:
- Appointed in 2017 by the California Senate to the Independent Emissions Market Advisory Committee, hosted at the California Environmental Protection Agency
 - Appointed in 2017 by BAAQMD as an Alternate Member of the Hearing Board
 - Appointed in 2020 by BAAQMD as a Principal Member of the Hearing Board
 - Appointed in 2021 by BAAQMD as a Member of the Advisory Council
 - Testified nine times before the California Assembly and Senate on climate policy
 - Represented environmental scientist amici before the Ninth Circuit Court of Appeals and U.S. Supreme Court:
 - o Rocky Mountain Farmers Union v. Corey, 730 F.3d 1070 (9th Cir. 2013) (Defending CARB's Low Carbon Fuel Standard)
 - o FERC v. Electric Power Supply Association, 136 S. Ct. 760 (2016) (Defending FERC Order 745 on demand response policy).
- Book:
- Danny Cullenward & David G. Victor, Making Climate Policy Work (Polity Press, 2020)
- Selected peer-reviewed publications:
- Shane R. Coffield et al., Using remote sensing to quantify the additional climate benefits of California forest carbon offset projects, *Global Change Biology* 28: 6789-6806 (2022).
 - William R.L. Anderegg, O.S. Chegwidden et al., Climate risks to carbon sequestration in U.S. forests, *Ecology Letters* 25: 1510-1520 (2022).
 - Grayson Badgley et al., Systematic over-crediting in California's forest carbon offsets program, *Global Change Biology* 28(4): 1433-45 (2022).
 - Gregory Von Wald et al., Accounting for the Greenhouse Gas Emission Intensity of Regional Electricity Transfers, *Environmental Science & Technology* 55: 6571 (2021).
 - William R.L. Anderegg et al., Climate-driven risks to the climate mitigation potential of forests, *Science* 368: eaaz7005 (2020).
 - Barbara Haya et al., Managing uncertainty in carbon offsets: Insights from California's standardized approach, *Climate Policy* 20(9): 1112-26 (2020).
 - Michael Mastrandrea et al., Assessing California's progress toward its 2020 greenhouse gas emissions limit. *Energy Policy* 138:

111219 (2020).

- Danny Cullenward et al., Tracking banking in the Western Climate Initiative cap-and-trade program. Environmental Research Letters 14: 124037 (2019).
- David G. Victor et al., Prove Paris was more than paper promises. Nature 548: 25–27 (2017).
- Andy Coghlan and Danny Cullenward, State Constitutional Restrictions on the Future of California's Carbon Market. Energy Law Journal 37(2): 219–63 (2016).
- Danny Cullenward et al., Dynamically Estimating the Distributional Impacts of U.S. Climate Policy with NEMS: A Case Study of the Climate Protection Act of 2013. Energy Economics 55: 303–18 (2016).

Selected awards:

- Philomathia Research Fellowship, 2013–2015 (2.5 years of unrestricted salary and research funding, UC Berkeley)
- Pro Bono Distinction, Stanford Law School, 2013
- David and Lucile Packard Stanford Graduate Fellowship, 2008–2012 (3 years of graduate tuition and stipend, Stanford University)
- Kimmelman Family Graduate Fellowship in Environment & Resources, 2012–2013 (1 year of graduate tuition and stipend, Stanford University)

4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**

Yes, I have control over my own schedule and can commit the necessary time to prepare for and attend public hearings. Having previously served on the Hearing Board as both an Alternate and Principal Member, I am familiar with the workload and time commitment involved.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Danny Cullenward on 8/13/23 8:52 PM

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Martinez, Tito
ET23.6.21 HEARING BOARD MEMBER**

Received: 8/17/23 11:22 AM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Martinez, Tito		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Francisco, California 94115		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Bachelor's Degree		

PREFERENCES

ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Full Time
SHIFTS YOU WILL ACCEPT: Day, Evening

EDUCATION

DATES: From: 9/2012 To: 6/2017	SCHOOL NAME: University of California - Davis	
LOCATION: (City, State/Province) Davis, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Mechanical Engineering	UNITS COMPLETED: 270 - Quarter	

WORK EXPERIENCE

DATES: From: 3/2021 To: Present	EMPLOYER: BB&E Consulting Engineers and Professionals	POSITION TITLE: Air Quality Specialist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] offett Field, California, 94035	COMPANY URL: https://www.bbande.com/nasa-ames-research-center-environmental-support-july-2020/	
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] Contract Program Manager	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
HOURS PER WEEK: 40		
DUTIES: <ul style="list-style-type: none"> • Manages the Air Quality Program to ensure the facility is in compliance with all applicable Air Quality Environmental Regulations • Compliance & Permitting Team Lead for the contract group at the NASA Ames Environmental Management Division; provides program support for the effective workflow of associated discipline teams (Hazardous Waste, Hazardous Materials and SPCC) • Point of Contact for Air Quality regulatory agencies (BAAQMD, CARB, EPA) • Sustains working knowledge of developing regulations to provide insight and recommendations for long-term projects and budgets 		
DATES: From: 6/2019 To: 2/2021	EMPLOYER: Stantec	POSITION TITLE: Air Quality Specialist and Greenhouse Gas Consultant

ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Sacramento, California, 95814		COMPANY URL: https://www.stantec.com/en/offices/united-states-locations/california-offices-filtered/sacramento-ca
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] BC Operations Leader	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Performed Greenhouse Gas Mandatory Reporting Requirements for Oil and Gas industry clients
- Supported client needs through the execution of deliverables including AB2588 Air Toxics "Hot Spots" Reporting, Title V Permit Applications Preparation, and Facility Monitoring Plans
- Conducted rule gap assessments of recently amended regulations
- Assisted in project controls logistics and procedures

REASON FOR LEAVING:

[REDACTED]

DATES: From: 10/2017 To: 3/2019	EMPLOYER: Feather River Air Quality Management District	POSITION TITLE: Air Quality Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Yuba City, California, 95991		COMPANY URL: https://www.fraqmd.org/
PHONE NUMBER: [REDACTED]	SUPERVISOR: [REDACTED] Air Pollution Control Officer	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Conducted air-emissions evaluations of toxics and criteria pollutants
- Drafted Air-district Permits (Area Source and Title V)
- Determined applicability of regulatory requirements
- Performed on-site audits of permitted facilities to determine compliance

REASON FOR LEAVING:

[REDACTED]

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**

Typing:
Data Entry:

OTHER SKILLS:

Air Quality Rules and Regulations - Intermediate - 5 years and 7 months
 Greenhouse Gas Regulatory Reporting - Intermediate - 4 years and 0 months
 Microsoft Excel - Expert - 12 years and 0 months
 Interpersonal Skills & Relationship Development - Intermediate - 7 years and 0 months
 Air District Permit Application Preparation - Intermediate - 5 years and 0 months

LANGUAGE(S):

Spanish - Speak Read Write
 English - Speak Read Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Available Upon Request Available Upon Request	POSITION: Environmental Protection Specialist (Retired NASA Ames Civil Servant)
--	---	--

ADDRESS: (Street, City, State/Province, Zip/Postal Code)	
EMAIL ADDRESS:	PHONE NUMBER: XXXXXXXXXX

Agency-Wide Questions

1. How did you find out about this position?

District Website

2. If other, please tell us where.

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

N/A

Job Specific Supplemental Questions**1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**

The entirety of my career has been in the field of Air Quality. My first role upon finishing my undergraduate education was as an Air Quality Engineer in an Air District (FRAQMD). I honed my foundational skills here drafting permits, studying regulations and interacting with the public to advance Air Quality efforts. As an Air Quality Engineer, I presented to the Air Districts Board updates to programs such as the Emission Reduction Credits Program and the Agricultural Engine Registration Program. Since my experience at the FRAQMD, I have worked in Air Quality Environmental Consulting for a variety of clients. I have communicated with clients of all levels of management. In my current role, I am a direct contributor and advisor to the clients Construction Review Board.

2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

Currently studying for the Registered Environmental Manager Certification issued by the National Registry of Environmental Professionals

3. Please list relevant accomplishments, publications, or awards.

I have received merit based bonuses from my current employer and most recently cleared my client for no Air Quality Compliance issues.

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes. My current full time role is fully remote and they allow me the flexibility to schedule my own working hours.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Tito Martinez on 8/17/23 11:22 AM

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

**Leonard, Chuck
ET23.6.21 HEARING BOARD MEMBER**

Received: 8/17/23 5:30 PM
For Official Use Only:
QUAL: _____
DNQ: _____
 Experience
 Training
 Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID#: ET23.6.21
NAME: (Last, First, Middle) Leonard, Chuck		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████, Concord, California 94518		EMAIL ADDRESS: ██████████
HOME PHONE: ██████████		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Technical College		

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Temporary	
TYPES OF WORK YOU WILL ACCEPT: Part Time	
SHIFTS YOU WILL ACCEPT: On Call (as needed)	
OBJECTIVE: To Serve	

EDUCATION

DATES: From: 8/1983 To: 8/1986	SCHOOL NAME: Plumbers and Steamfitters Local 342	
LOCATION: (City, State/Province) Concord, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Vocational

WORK EXPERIENCE

DATES: From: 8/1983 To: 12/2023	EMPLOYER: Plumbers and Steamfitters Local 342	POSITION TITLE: Political Representative
ADDRESS: (Street, City, State/Province, Zip/Postal Code) ██████████		COMPANY URL: ua342.org
PHONE NUMBER: ██████████	SUPERVISOR: ██████████ Business Manager and Financial Secretary	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 50	SALARY: ██████████ month	# OF EMPLOYEES SUPERVISED: 4000
DUTIES: Political engagement in Contra Costa and Alameda Counties.		
REASON FOR LEAVING: ██████████		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Tim Frank	POSITION: Enviromental Consultant
--	---------------------------	---

ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Che Timmons	POSITION: Business Manager / Financial Secretary - Plumbers and Steamfitters Local 342
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Personal	NAME: Erica Valentine (Paul) Esq.	POSITION: Political Director - Plumbers and Steamfitters Local 393
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Igor Tregub	POSITION: Sierra Club California and SF Bay Chapter Executive Committee
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?

District Employee

2. If other, please tell us where.

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Are you related to any District employee or Board member?

No

5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

6. If related to a District employee or Board member, what is their name and their relationship to you?

N/A

Job Specific Supplemental Questions

1. **Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards.**
 As an EPRI certified Level II Process Control Technician, I worked with a team at Chevron that developed the GHG (Green House Gas) program. This consisted of testing and documenting the control systems that are linked to the analyzers that are drawing air samples and sending the results to the Air Board. As a 3rd party contractor, we also took this GHG program to the other refineries in Contra Costa County.
 I've also installed new, retrofitted and upgraded the analyzer systems at all of the power plants in Alameda and Contra Costa Counties. These changes were made gradually over the last two decades as the air quality laws in California have changed.
 I'm currently in my second year as a commissioner on the Contra Costa Sustainability Commission. Our responsibilities are to provide recommendations to staff and the Board on successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively.
2. **Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.**
 I am a member of the Industrial Association of Contra Costa County. The mission of the association is to support and promote the manufacturing and industrial community by leveraging members and their collective resources, in order to engage in public policy advocacy, education and relationship building, to ensure the continued success of manufacturing in our region.
3. **Please list relevant accomplishments, publications, or awards.**
 I am a seated delegate (AD11) in the California Democratic Party, and I'm appointed to the Legislative Committee.
 I was selected to join the only working group that is funded through the Governor's office in a Just Transition Study. With the Governor's mandate of carbon neutrality and net zero by 2045 and the collaborative efforts between labor (UA & USW), environmental justice (APEN), public sector unions (Contra Costa Labor Council), UC Berkeley Labor and School of Minds, we are on a path of collecting information and giving recommendations to the Governor on the impacts of social, economic and environmental justice as we work towards net zero.
 This study should be concluded by the first quarter of 2024. The results will be given to the Governor's office and then released to the public.
 This working group is also exploring the idea of expanding this conversation to a state level and including more stake holders. Josh Sonnenfeld (Blue Green Alliance) is the project manager on this study.
4. **The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?**
 Yes, the work of this Hearing Board seat is of such importance that I will prioritize my other job responsibilities to ensure that I can fulfill my obligation to this position. Working towards carbon neutrality and net zero is going to take the work of many people over the course of decades and we must be committed to finding solutions.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Chuck Leonard on 8/17/23 5:30 PM

The following two letters of support were received electronically by the Clerk of the Boards on Wednesday, September 20, 2023.



North Bay
Building Trades
Council AFL-CIO #BuildtRightWithUs
MARIN • SONOMA • LAKE • MENDOCINO COUNTIES



SANTA CLARA & SAN BENITO COUNTIES
Building Trades
The outstanding workforce

Andreas Cluver
Secretary-Treasurer
Alameda County Building &
Construction Trades Council

Bill Whitney
CEO
Contra Costa County Building
& Construction Trades
Council

Manuel Pinheiro
CEO
Monterey-Santa Cruz County
Building & Construction
Trades Council

Danny Bernardini
Business Manager
Napa-Solano County Building
& Construction Trades
Council

Michael Allen
Secretary-Treasurer
North Bay Building &
Construction Trades Council

Rudy Gonzalez
Secretary-Treasurer
San Francisco County
Building & Construction
Trades Council

Bart Pantoja
Business Manager
San Mateo County Building
& Construction Trades
Council

David Bini
Executive Director
Santa Clara & San Benito
Counties Building &
Construction Trades Council

September 20, 2023

Bay Area Air Quality Management District
Attn: Marcy Hiratzka
375 Beale Street, Suite 600
San Francisco, CA 94105
Sent via Email

RECEIVED

SEP 20 2023

CLERK OF
THE BOARDS

Dear Air Board Members and Staff,

On behalf of the Northern California Regional Building & Construction Trades Councils, we are reaching out to request your consideration of Chuck Leonard for the public seat on the Hearing Board.

Chuck Leonard is a 40-year member of the Plumbers & Steamfitters Local Union 342. Chuck has displayed collaborative political leadership for decades. He is currently seated on the Sustainability Commission in Contra Costa County. The general purpose of the commission is to advise the Board of Supervisors and staff on successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively. Chuck is also involved with the only working group that is funded by the State of California to provide the Governor's office with a comprehensive study on Just Transition as it has to do with the transition of the fossil fuels industry to carbon neutrality and net zero by 2045. Lastly, Chuck was elected as a California Democratic Delegate (AD #11) and is appointed to the Legislative Committee for the Democratic party.

The commonality in these different working groups that Mr. Leonard is involved in is that he is consistently working with Labor, Business, Environmental, and Environmental Justice groups. Finding the middle ground in a professional, respectful and collaborative way is essential to ensuring that all parties that have a vested interest in these spaces can find resolve and equity.

We believe it is important to have someone seated at the table who really understands the needs, anxieties, and equity of working men and women that will directly be affected by the decisions made by the Hearing Board.

Your consideration and time are appreciated.

Sincerely,

Andreas Cluver

Secretary-Treasurer, Alameda County Building &
Construction Trades Council

Bill Whitney

CEO, Contra Costa County Building & Construction
Trades Council

Danny Bernardini

Business Manager, Napa-Solano County Building &
Construction Trades Council

David Bini

Executive Director, Santa Clara & San Benito Counties
Building & Construction Trades Council

Michael Allen

Secretary-Treasurer, North Bay Building &
Construction Trades Council

Bart Pantoja

Business Manager, San Mateo County
Building & Construction Trades Council

Manny Pinheiro

CEO, Monterey-Santa Cruz County Building &
Construction Trades Council

Rudy Gonzalez

Secretary-Treasurer, San Francisco County Building
& Construction Trades Council



September 20, 2023

Bay Area Air Quality Management District
Attn: Marcy Hiratzka
375 Beale Street, Suite 600
San Francisco, CA 94105
Sent via Email

RECEIVED

SEP 20 2023

CLERK OF
THE BOARDS

Dear Air Board Members and Staff,

On behalf of the Alameda, Contra Costa, Napa/Solano, and South Bay Labor Councils, we are reaching out to request your consideration of Chuck Leonard for the public seat on the Hearing Board.

Chuck Leonard is a 40-year member of the Plumbers & Steamfitters Local Union 342. Chuck has displayed collaborative political leadership for decades. He is currently seated on the Sustainability Commission in Contra Costa County. The general purpose of the commission is to advise the Board of Supervisors and staff on the successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively. Chuck is also involved with the only working group that is funded by the State of California to provide the Governor's office with a comprehensive study on Just Transition as it has to do with the transition of the fossil fuels industry to carbon neutrality and net zero by 2045. Lastly, Chuck was elected as a California Democratic Delegate (AD #11) and is appointed to the Legislative Committee for the Democratic party.

The commonality in these different working groups that Mr. Leonard is involved in is that he is consistently working with Labor, Business, Environmental, and Environmental Justice groups. Finding the middle ground in a professional, respectful, and collaborative way is essential to ensuring that all parties that have a vested interest in these spaces can find resolve and equity.

We believe it is important to have someone seated at the table who really understands the needs, anxieties, and equity of working men and women who will directly be affected by the decisions made by the Hearing Board. Your consideration and time are appreciated.

Respectfully submitted,

Keith D. Brown
Executive Secretary-Treasurer
Alameda Labor Council

Jon Riley
Executive Director
Napa/Solano Labor Council

Joshua Anijar
Executive Director
Contra Costa Labor Council

Jean Cohen
Executive Officer
South Bay Labor Council

EMPLOYMENT APPLICATION



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Grace, David
ET23.6.21 HEARING BOARD MEMBER

Received: 8/18/23 2:54 PM
For Official Use Only:
QUAL: _____
DNQ: _____
 Experience
 Training
 Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER		EXAM ID# : ET23.6.21
NAME: (Last, First, Middle) Grace, David		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] San Francisco, California 94119		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: CA	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Some College		

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: From: 6/1984 To: 6/1988	SCHOOL NAME: Mesa College	
LOCATION: (City, State/Province) Grand Junction, Colorado	DID YOU GRADUATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEGREE RECEIVED: No Degree
MAJOR: History/Mass Communications		
DATES:	SCHOOL NAME: City College	
LOCATION: (City, State/Province) San Francisco, California	DEGREE RECEIVED: No Degree	
MAJOR: History/Mass Communications		

WORK EXPERIENCE

DATES: From: 7/1998 To: Present	EMPLOYER: Sign & Display Union	POSITION TITLE: Journeyman
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		COMPANY URL: local510.org
PHONE NUMBER: [REDACTED]	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 5		
DUTIES: Building and dismantling conventions		
DATES: From: 2/1991 To: 4/2007	EMPLOYER: Bill Graham Presents	POSITION TITLE: Usher, Security, Sales
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
SUPERVISOR: [REDACTED] Supervisor of Ushers		
HOURS PER WEEK: 20		
DUTIES: Aid and direction to concert goers. Sales of merchandise Office management during concerts		
DATES: From: 10/1993 To: 10/2003	EMPLOYER: CitiVisions	POSITION TITLE: Producer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
HOURS PER WEEK: 20		

DUTIES: This cable-access show dealt with economic issues as they relate to society. It ran for ten years.		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 10/1986 To: 4/1998	EMPLOYER: Jury Verdict Reports	POSITION TITLE: Legal Researcher
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Unknown, Maryland		
HOURS PER WEEK: 20		
DUTIES: Gathered data on civil tort claims, through settlements or verdicts		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 1/1991 To: 6/1996	EMPLOYER: Interviews and Focus Group	POSITION TITLE: Market Researcher
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
HOURS PER WEEK: 40		
DUTIES: Various Companies - development for a variety of Market Research firms		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 9/1986 To: 1/1988	EMPLOYER: Associated Press	POSITION TITLE: Stringer Reporter
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Fruita, Colorado		
HOURS PER WEEK: 2		
DUTIES: Stringer on occasional stories for radio stations Various Positions in Radio		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 2/1971 To: 4/1986	EMPLOYER: KDNA	POSITION TITLE: DJ
ADDRESS: (Street, City, State/Province, Zip/Postal Code) St Louis, Missouri		
HOURS PER WEEK: 40		
DUTIES: Multiple stations - Houston, TX, Atlanta, GA, St Louis, MO, Columbia, MO, Grand Junction, CO, etc PSA Development, Producer, News, Sports		
REASON FOR LEAVING: [REDACTED]		
DATES: From: 10/1975 To: 7/1977	EMPLOYER: Cargill Carriers	POSITION TITLE: Deckhand
ADDRESS: (Street, City, State/Province, Zip/Postal Code) St Paul, Minnesota		
HOURS PER WEEK: 40		
DUTIES: Engine room aide and deckhand on inland waterways.		
REASON FOR LEAVING: [REDACTED]		

CERTIFICATES AND LICENSES

TYPE: 3rd Class Radio Telegraph & Telephone, with Broadcast Endorsement	
LICENSE NUMBER:	ISSUING AGENCY:

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. How did you find out about this position?
Job board/website (list specific under "other")
2. If other, please tell us where.
Indeed
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
none

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards. My volunteer work at Abalone Alliance Safe Energy Clearinghouse provided access to multiple publications and websites describing environmental conditions throughout the bay area. In addition, the Jury Verdict Report cases that I reviewed would occasionally involve exposures to indoor or outdoor conditions. Often medical reports were included, with courtroom contradictions.
 2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.
none
 3. Please list relevant accomplishments, publications, or awards.
 4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?
Yes
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by David Grace on 8/18/23 2:54 PM

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: November 1, 2023

Re: Authorization to Issue a Credit Card to the Deputy Executive Officer of Engineering
and Compliance and Deputy Executive Officer of Public Affairs

RECOMMENDED ACTION

Authorize the issuance of an Air District credit card to the Deputy Executive Officer of Engineering and Compliance and Deputy Executive Officer of Public Affairs with a credit limit of \$5,000 each. This will increase the Air District’s cumulative executive-level management staff credit card limit from \$80,000 to \$90,000.

BACKGROUND

None.

DISCUSSION

In 2005, the Board approved the issuance of credit cards, with various levels of credit limits, to executive-level management staff to be used for business purposes. Since 2005, the Board has considered additions and changes to the credit cards to correspond with the business needs of the Air District.

Business credit cards are used by board-approved executive management staff for unforeseen emergency transactions, travel incidentals, subscriptions, catering services, licensing, and other miscellaneous purchases.

In order to enhance the operational efficiency of the Air District, staff recommend issuing a credit card to the Deputy Executive Officer of Public Affairs and Deputy Executive Officer of Engineering and Compliance with a credit limit of \$5,000 each.

The table below compares the Air District’s current credit card structure (10) to the proposed structure (12).

CARDHOLDER	CURRENT CREDIT LIMIT	PROPOSED CREDIT LIMIT
Executive Officer/Air Pollution Control Officer	\$15,000	No Change
Interim Chief Operating Officer	\$10,000	No Change
General Counsel	\$10,000	No Change
DEO, Finance and Administration	\$5,000	No Change
DEO, Science & Policy	\$5,000	No Change
DEO, Equity & Community Programs	\$5,000	No Change
DEO, Public Affairs	N/A	\$5,000
DEO, Engineering & Compliance	N/A	\$5,000
Chief Technology Officer	\$5,000	No Change
Director, Meteorology & Measurements	\$5,000	No Change
Manager, Executive Operations	\$10,000	No Change
Director, Administrative Resources	\$10,000	No Change
Total Credit Limit	\$80,000	\$90,000

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Maricela Martinez
Reviewed by: Hyacinth Hinojosa

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: November 1, 2023

Re: Authorization to Allocate Remaining Wildfire Mitigation Designation Funds to
Home Air Filtration Program

RECOMMENDED ACTION

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.

BACKGROUND

On July 20, 2022, the Air District Board of Directors approved Staff's proposal to allocate the \$1 million Wildfire Mitigation Designation General Fund Reserves to fund the School & Home Air Filtration Program, which distributed the funds in the following ways:

- 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;
- Execution of a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute);
- Execution of a contract amendment with IQAir to use remaining \$97,603.29 of California Air Resources Board Supplemental Environmental Project funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in the Richmond - San Pablo area;
- Use of \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in Assembly Bill 617 communities; and

- Use of \$100,000 to purchase air filtration units and replacement filters for Assembly Bill 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations.

DISCUSSION

After about a year of launching the Home Air Filtration Program, District Staff have determined that there is a need to have funding flexibility in the allocated amounts for each of the Home Air Filtration Program categories in order to accommodate for partners' interest, distribution capacity, and community needs. As noted in the original authorization for the \$1 million Wildfire Mitigation Designation General Fund Reserves, staff proposed specific amounts for each partner category and contracts. District Staff found that there is a need for a higher funding allocation to serve and meet the needs of all James Cary Smith Community Grantees and community-based organizations, who work with impacted communities as opposed to local health centers and the state Asthma Mitigation Project (AMP) partner agencies. Additionally, the State Asthma Mitigation Project is ending at the end of 2023 and staff are currently assessing whether these partners want to continue the partnership and utilize the full amount of their MOU. Some partners have expressed a need for reimbursements for postage, travel and administrative staff time for data reporting and for the appropriate distribution of air filters to clients. For those partners that do not continue to participate in the program, District staff would like to reallocate the unspent funds in contracts. Separately, District Staff have also completed and expended the funds for IQAir's contract for the installation of high-performance air filtration in four elementary schools in the Richmond-San Pablo area and are also on-track to complete the contract with Regional Asthma Management and Prevention (RAMP).

Staff is requesting the Board of Directors authorization to allocate any and all remaining Wildfire Mitigation Designation funding towards any of the categories and partners in the Home Air Filtration Program to allow funding flexibility and to address partner distribution capacity and needs to distribute home air filters and filter replacements. This will eliminate budgeting barriers that were created for each category during inception of the Home Air Filtration Program and allow for more flexibility and allow staff and partners to distribute air filtration units more quickly. Below is an overview table of the active categories with remaining wildfire mitigation funds approved by the Board in 2022, category totals in contracts, total unallocated funds, and total unspent in contracts as of October 3, 2023. It should be noted that there may be unspent funds should Partners decide not to renew their contract. A list of current project partners is in Attachment A.

Category	Amount Approved by Board in 2022	Category Totals in Contracts	Total Unallocated funds	Total Unspent in Contracts as of October 3, 2023
State Asthma Mitigation Project (AMP) Partners	\$231,000	\$180,000	\$51,000	\$127,123
Local Health Centers	\$300,000	\$165,000	\$135,000	\$130,366
James Cary Smith Community Grantees and other CBOs	\$100,000	\$61,572.89	\$38,427.11	\$12,869
Miscellaneous			\$5,399	
Total:	\$631,000	\$406,572.89	\$229,826.11	\$270,358

BUDGET CONSIDERATION/FINANCIAL IMPACT

This action is cost-neutral and, if approved, would allow flexibility to reallocate the remaining WildFire Mitigation funds across the active categories as needed. The remaining Wildfire Mitigation Funds include the following: 1) \$229,826.11 in unallocated funds as of October 3, 2023, to be spent flexibly among categories and partners within the Home Air Filtration Program; and 2) \$270,123 in unspent contracts as of October 3, 2023, which may be subject to reallocation should partners not renew contracts.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. List of Home Air Filtration Programs Partners

[Attachment 1. List of Home Air Filtration Program Partners](#)

	Entity	Community Served
Clinics	Native American Health Center	Bayview Hunters Point, Southeastern San Francisco, East Oakland, and West Oakland
	La Clinica	Vallejo and Pittsburg
	Santa Clara County Public Health Department, Maternal, Child and Family Health Program	East San Jose
	Bay Area Community Health	East San Jose (BACH Family Clinic, Montpelier Clinic, Story Road Clinic, and Aborn Clinic)
	Tiburcio Vasquez	San Leandro and Tri-Valley

	Entity	Community Served
James Cary Smith Community Grantees and Community-based Organizations	JCS-Acterra (SCC)	East Oakland, Eastern San Francisco, Pittsburg-Bay Point area, and San Jose
	JCS-Communities for a Better Environment	East Oakland
	JCS-Citizen Air Monitoring Network	Vallejo
	JCS-Community Climate Solutions (CCS)	East San Jose
	JCS-Valley Verde	San Jose
	JCS-Tri-Valley Air Quality Climate Alliance/Tri-Valley Non-Profit Alliance	San Ramon, Dublin, Pleasanton, or Livermore
	JCS-Hope Collaborative	East Oakland
	Community Agency for Resources, Advocacy, and Services (CARAS)	Santa Clara County
	JCS-Latinos United for a New America (LUNA)	San Jose

	Entity	Community Served
State Asthma Mitigation Project Partners (AMP)	Lifelong Medical	Alameda County & Contra Costa County
	Breathe California	San Francisco, Santa Clara, San Mateo, Alameda & Contra Costa Counties
	Contra Costa County Health Services	Contra Costa County
	Santa Rosa Community Health Services	Santa Rosa (in Sonoma County)
	Alameda County Public Health Department - Chronic Disease	Alameda County
	Roots Community Health	East Oakland

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: November 1, 2023

Re: Authorization to Execute a Sponsorship Contract with the American Lung
Association (ALA)

RECOMMENDED ACTION

Recommend Board of Directors approve sponsorship of the American Lung Association (ALA) in an amount not to exceed \$60,000 to promote Air District programs, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.

BACKGROUND

ALA has extensive experience working with the Air District and has demonstrated broad understanding of the Air District’s mission and messaging regarding the importance of air quality as it relates to public health. ALA will continue to assist the Air District with promoting zero emission transportation options, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.

DISCUSSION

Through the sponsorship of the American Lung Association, the Air District will gain access to medical experts and resources that are invaluable during wildfire season. The Air District will continue to support an organization that gives outreach access to a key audience across the region.

Staff recommends the Board of Directors approve the sponsorship Contract No. 2023.151 with ALA in an amount not to exceed \$60,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in program budget 301 for Fiscal Year Ending 2024.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kristina Chu
Reviewed by: Kristine Roselius

ATTACHMENTS:

1. Draft American Lung Association Contract 2023.151

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

SPONSORSHIP AGREEMENT

CONTRACT NO. 2023.151

1. PARTIES - The parties to this Sponsorship Agreement (Agreement) are the Bay Area Air Quality Management District (DISTRICT), whose address is 375 Beale Street, Suite 600, San Francisco, CA, 94105; and **American Lung Association (ALA)**, whose address is 55 W. Wacker Dr., Suite 1150, Chicago, IL 60601.
2. RECITALS
 - A. DISTRICT is the regional agency with primary responsibility for regulating stationary source air pollution in the San Francisco Bay Area in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. ALA is a nonprofit, tax-exempt organization whose mission is to promote clean air, improve lung health, and prevent lung disease through education, advocacy, and research.
 - C. DISTRICT seeks to enhance awareness of its commitment to achieving clean air to protect the public's health and the environment. As such, DISTRICT desires to sponsor ALA in its ongoing work to promote healthy clean air choices in the Bay Area, and also desires to acquire from ALA certain advertising and promotional benefits and assistance with as described herein, and ALA desires to provide such benefits and assistance to DISTRICT in exchange for DISTRICT sponsorship in accordance with the terms and provisions of this Agreement.
3. TERM - The term of this Agreement shall be from July 1, 2023 to June 30, 2024 (Term), unless terminated earlier as provided herewith.
4. TERMINATION - Either party may terminate this Agreement. In the event of such termination, ALA shall refund to DISTRICT any and all payments made by DISTRICT pursuant to this Agreement.
5. ADVERTISING AND PROMOTION - ALA will provide to DISTRICT the advertising and promotional benefits and assistance with DISTRICT's public outreach efforts as described in Attachment A hereto.
6. SPONSORSHIP PAYMENT SCHEDULE – In support of ALA's ongoing work to promote healthy clean air choices in the Bay Area, and in consideration for ALA providing to DISTRICT the advertising and promotional benefits and assistance as described in Attachment A, DISTRICT shall pay ALA a sponsorship payment in the amounts described in Attachment B hereto according to the payment schedule described in Attachment B hereto.

7. NON-EXCLUSIVITY - DISTRICT expressly acknowledges that ALA may have other sponsors whose advertising or brands are displayed in connection with ALA activities sponsored by DISTRICT. DISTRICT expressly agrees that it is not granted any exclusive rights that would in any manner limit the rights of ALA to seek other sponsors and to display advertising or brands of those sponsors, except as may be expressly set forth in Attachment A hereto. To the extent that any right of exclusivity has been granted, the express terms of that right are described in Attachment A hereto.
8. DELIVERY OF PROMOTIONAL MATERIALS - DISTRICT shall be responsible for delivering its promotional materials to ALA prior to the publication deadline for each ALA publication in which such materials will be published, as long as ALA has provided written notice of the publication deadline to DISTRICT.
9. PARTIES' TRADEMARKS - Each party shall be entitled, from time to time, to make reasonable use of the other party's name, trade name, trademarks and logos in connection with advertising or promotional materials; provided, however, that a party shall do so only with the prior written approval of the other party, which approval shall not be unreasonably withheld.
10. INDEMNIFICATION
 - A. ALA shall indemnify and hold harmless DISTRICT, and DISTRICT's officers, employees and agents, 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 Agreement; but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ALA or its officers, agents, or employees. This provision shall survive the expiration or termination of this Agreement.
11. INSURANCE
 - A. ALA shall maintain the following Insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements for any persons employed by ALA for the Event.
 - 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 covering each automobile used by ALA. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - B. Within thirty (30) days following execution of this Agreement, ALA shall furnish properly-executed certificates of insurance for all required insurance. ALA shall notify DISTRICT in writing fifteen (15) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

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

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

ALA: American Lung Association
55 W. Wacker Dr., Suite 1150
Chicago, IL 60601
Attn: Elise Wallis

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

14. RELATIONSHIP OF THE PARTIES - Nothing contained herein shall imply any partnership, joint venture or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

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

16. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

17. FORCE MAJEURE - Neither DISTRICT nor ALA shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services

resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or ALA, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

18. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
19. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of, the provisions of this Agreement.
20. DUPLICATE EXECUTION - This Agreement may be executed in separate, duplicate counterparts. Each signed counterpart shall have the force and effect of an original, and all such counterparts together shall constitute one and the same instrument.
21. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
22. 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.
23. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties, and it supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may be amended only by mutual agreement of the parties in writing and signed by both parties.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

AMERICAN LUNG ASSOCIATION

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Deborah Brown
Chief Mission Officer

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

ATTACHMENT A

DISTRICT'S ADVERTISING AND PROMOTIONAL BENEFITS

In recognition of DISTRICT'S sponsorship of ALA ongoing work to support healthy clean air choices in the Bay Area, ALA will provide DISTRICT with the following advertising and promotional benefits and assistance with DISTRICT's public outreach efforts during the term of this agreement:

Promoting Zero Emission Transportation:

- ALA will promote benefits of Electric Vehicles (EVs) and DISTRICT EV programs, including DISTRICT's Clean Cars for All Program (CCFA), through:
 - Two (2) e-mail messages to over 30,000 Bay Area constituents;
 - Four (4) social media postings;
 - Three (3) stories on ALA California's Instagram account; and
 - One (1) blog post on ALA's national "Each Breath" blog that highlights DISTRICT's CCFA program and the benefits of EVs.
- ALA will highlight health benefits of EVs in media and other outreach utilizing Health Professionals for Clean Air and Climate Action through:
 - One (1) Op-Ed; and
 - One (1) letter to the editor.

Promoting Clean Heating:

- ALA will promote benefits of clean heating to Bay Area constituents highlighting information from DISTRICT's Clean HEET Program (<https://www.baaqmd.gov/funding-and-incentives/residents/clean-heet-program>) and Appliance Rule (<https://www.baaqmd.gov/rules-and-compliance/rule-development/building-appliances>) through:
 - One (1) e-mail message to over 30,000 Bay Area constituents; and
 - Four (4) social media posts.
- ALA will promote benefits of clean heating, including the DISTRICT's wood burning change out incentives, if available, through one (1) short article for local governments.
- ALA will highlight health benefits of clean heating in media utilizing health professionals through one (1) letter to the editor.

Providing Health Professionals and Medical Expert Resources:

- ALA will assist DISTRICT in securing medical experts in the air quality and lung health field for media requests/testimony or quotes upon DISTRICT request.

Wildfire Advocacy:

- ALA will support DISTRICT wildfire response with:
 - Ongoing social media support;
 - Virtual/in-person news conference support upon DISTRICT request;
 - One (1) letter to the editor; and
 - Promote Clean Air Center's website in two (2) social media posts.

Community Wildfire Outreach:

- ALA will promote DISTRICT's Wildfire Air Quality Response Program through:
 - Building community connections through virtual town hall wildfire air quality series open to the public;
 - Posting CALFIRE Fire Ambassador videos on social media, specifically firefighter videos promoting the Wildfire Air Quality Response Program; and
 - Sending Wildfire Safety post cards to Bay Area residents and organizations.

DRAFT

ATTACHMENT B

SPONSORSHIP FEE AND PAYMENT SCHEDULE

DISTRICT shall pay ALA the amount of Sixty Thousand Dollars (\$60,000) to sponsor ALA's ongoing work to support healthy clean air choices in the Bay Area and for the advertising and promotional benefits set forth in Attachment A. Payment shall be made upon execution of this Agreement and submission of an invoice.

Total cost of Agreement not to exceed \$60,000.

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: November 1, 2023

Re: Authorization to Execute Lease Agreement for a Compliance & Enforcement (C&E)
Field Office in Hayward

RECOMMENDED ACTION

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

- Execute a new lease agreement with Hayward Business Park, Inc., for an additional five-year term at C&E's Hayward Field Office, effective December 1, 2023 through November 30, 2028. This would result in the following estimated costs per fiscal year:

1. \$11,837 Fiscal Year Ending (FYE) 2024
2. \$20,761 FYE 2025
3. \$21,390 FYE 2026
4. \$21,908 FYE 2027
5. \$22,436 FYE 2028
6. \$9,440 FYE 2029

Total Est. Cost: \$107,772

BACKGROUND

The Air District's Compliance & Enforcement (C&E) Division leases five (5) field offices located strategically around the Bay Area to provide its inspection staff with office space to draft reports, print documents, conduct instrument tests, store monitoring, lab, and safety equipment for field use, and have meetings. These field offices save inspection staff time and Air District resources by keeping staff in their assigned areas without the need to drive long distances to and from Air District Headquarters. The current lease agreement for C&E's Hayward field office expires November 30, 2023 and will need to be replaced to continue to provide East and South Bay field staff with the benefits described above.

DISCUSSION

The current lease agreement with Hayward Business Park, Inc., will expire on November 30, 2023^[i] (attachments 1a – Original Lease, 1b – Lease Amendment 1). The Board is requested to authorize the Executive Officer/APCO to execute a new five-year lease, effective December 1, 2023 through November 30, 2028 (attachment 2 – Proposed Lease). Table 1 outlines the monthly rental, estimated common area maintenance (CAM) costs, and total estimated annual costs over the five-year lease period. Table 2 summarizes lease costs for the original lease, lease amendment 1, and proposed lease.

Table 1: Rent and estimated Common Area Maintenance (CAM) costs (monthly and annual) December 1, 2023 – November 30, 2028

Year Nov 1 -Oct 31	Monthly Rent	CAM (Est.)	Total Monthly (Est.)	Annual Cost (Est.)
Year 1	\$1,366	\$325	\$1,691	\$20,292
Year 2	\$1,407	\$351	\$1,758	\$21,096
Year 3	\$1,449	\$351	\$1,800	\$21,600
Year 4	\$1,493	\$351	\$1,844	\$22,128
Year 5	\$1,537	\$351	\$1,888	\$22,656
			Total Est. Cost (5-years)	\$107,772

Table 2: Lease costs since inception

LEASE	PERIOD	COST
Original	Nov 1, 2013 – Oct 31, 2018	\$64,293
1 st Amendment	Nov 1, 2018 – Nov 30, 2023	\$76,243
Proposed new lease	Dec 1, 2023 – Nov 30, 2028	\$107,772

^[i] Lease converted to month-to-month Nov 2023

BUDGET CONSIDERATION/FINANCIAL IMPACT

The leasing costs for FYE 2024 are budgeted in the FYE 2024 budget for Program Code 401 (C&E Enforcement). Leasing costs for the remainder of the lease agreement for C&E’s Hayward field office will continue to be included in the proposed budget for Program Code 401.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: John Marvin

Reviewed by: Jeff Gove

ATTACHMENTS:

1. Attachment 1a - Original Lease
2. Attachment 1b - Lease Amendment 1
3. Attachment 2 - Proposed Lease

Hayward Business Park Lease Agreement

Hayward Business Park Inc., herein called "Lessor" whose address is 39678 Mission Blvd, Fremont, CA 94539 and Bay Area Air Quality Management District "Lessee" (jointly, collectively & individually) whose address is 939 Ellis Street, San Francisco, CA 94109 agree to the following terms and conditions relating to the lease of land and improvements within the Hayward Business Park.

1. GRANT AND TERM

1.1. LEASED PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee and Lessee rents from Lessor, those certain premises, now in the Hayward Business Park (herein called the "Business Park"), commonly known as 26220 Industrial Blvd., in the City of Hayward, County of Alameda, California, premises consists of a store having approximately 916 square feet herein called the "leased premises".

1.2. USE OF ADDITIONAL AREAS.

The use and occupation by the Lessee of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Lessor, subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

1.3. COMMENCEMENT OF TERM.

The term of this lease, and Lessee's obligation to pay rent, shall commence on November 1, 2013. In the event that the fixed date above does not occur on the first day of the month, Lessee shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term hereunder commences; and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance.

1.4. ACCEPTANCE

Lessee shall, by entering into and occupying the demised premises be conclusively deemed to have accepted the same and to have acknowledged that said demised premises are in good order, condition and repair.

1.5. LENGTH OF TERM.

The term of this lease shall be for five (5) years and commencement of the term as provided in Section 1.03 hereof and lease shall expire on October 31, 2018

1.6. EXCUSE OF LESSOR'S PERFORMANCE.

Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Lessor, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing rain or muddy conditions, through Act of God or other cause beyond the control of the Lessor.

2. RENT

2.1. MINIMUM RENT.

The fixed minimum rent during the term of this lease shall be payable by Lessee in monthly installments, or on or before the first day of each month in advance, at the office of the Lessor or at such other place designated by Lessor, without any prior demand therefore, and without any deduction or set-off whatsoever, and shall be as follows:

Base Rent per month, is Eight hundred fifty dollars and no cents (\$850.00)

In the event the fixed minimum monthly rent is not paid to Lessor by Lessee within 10 (ten) days of the date on which it is due Lessee agrees to pay to Lessor as additional rent, a late-charge of 10% of rental amount due. Lessee further agrees to pay Lessor any costs incurred by Lessor in effecting the collection of such past due rent and late-charge including but not limited to reasonable fees of an attorney or collection agency. The parties hereto agree that all late charges shall be deemed additional rent and shall be due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.2. REAL ESTATE TAXES

Lessee agrees to pay Lessee's pro rata share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the land on which buildings are located and improvements thereon in the Business Park. Lessee shall pay said taxes monthly upon receipt from Lessor of a statement delineating Lessee share of said taxes and said share shall be paid within five (5) days after receipt of said statement. Lessee's pro rata share shall be apportioned according to the floor area of the demised premises as it relates to the total floor area of the building or buildings including the demised premises. All taxes for the year in which this lease commences shall be apportioned and adjusted.

As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extra ordinary, and license fee, commercial rental tax, improvement bond or bonds, levy or tax [other than inheritance, personal income or estate taxes] imposed upon the premises by any authority having the direct or indirect powers of tax, including any city, state or federal government, or any school, sanitary, fire, street, drainage or other improvement district thereof as against any legal or equitable interest of Lessor in the premises or in the real property of which the premises are a part, as against Lessor's business of leasing the premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge [1] in substitution of partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of real property tax or [2] the nature of which was hereinbefore included within the definition of real property tax or [3] which is imposed for a service or right not charged prior to June 1, 1978, or if previously charged has been increased since June 1, 1978.

2.3. ADDITIONAL RENT.

The Lessee shall pay as additional rent money required to be paid pursuant to sections 2.02, 8.01, 10.01, 11.02, 11.04, and 12.01, and all other sums of money or charges required to be paid by Lessee under this lease, without any deductions or setoffs whatsoever, whether or not the same shall be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, the Lessee further agrees to pay to Lessor any cost incurred by Lessor in effectuating the collection of such past due amounts or charges including but not limited to fees of an attorney or a collection agency. The parties hereto agree that all of the hereinabove mentioned charges shall be deemed additional rent and shall be all due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.4. ADJUSTMENTS TO MINIMUM RENT.

2.4.1. Commencing with the end of the first lease year, the minimum rent may be adjusted and after the end of each subsequent lease year during the term of this lease in accordance with the Consumer Price Index, hereinafter called "CPI" as published by the Bureau of Labor Statistics (U.S. Cities Average for all Urban Consumers) between (i) the amount of that Index as last published prior to the beginning of the preceding 12-month period, and (ii) the amount of that Index as last published prior to the date on which the rental increase is to occur

2.4.2. The CPI as of the first month shall be designated as the Beginning Index;

2.4.3. Promptly after the end of the first Lease Year and each year thereafter, the annual rental shall be adjusted as follows. If the CPI has increased over the beginning index, the minimum monthly rent payable during the next lease year shall be set by multiplying the minimum rent set forth in paragraph 4.1 by a fraction, the numerator of which is the CPI and the denominator is the beginning index. As soon as the minimum monthly rent for the next lease year is set, the Lessor shall give Lessee notice of the amount of the new minimum monthly rent. If the index is changed so that the base year differs from that used as of the date most immediately preceding the date the first lease year commences, the CPI shall be converted in accordance with conversion factors published by the United States Department of Labor Statistics. If the index is discontinued or revised during the term, such other government index with which it is replaced shall be used in order to obtain substantially the

same result as would be obtained if the index were not discontinued. In no event shall the annual increase be less than 2% or more than 4%.

3. CONSTRUCTION OF LEASED PREMISES

3.1. CHANGES AND ADDITIONS TO BUILDINGS.

Lessor hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Lessor also reserves the right to construct other buildings or improvements in the Business Park from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Easements for light and air are not included in the leasing of these premises to Lessee. Lessor further reserves the exclusive right to the roof except as provided in this lease agreement.

3.2. RIGHT TO RELOCATE.

Lessor reserves the right at any time to vary and adjust the size of the various buildings, co-Lessees, automobile parking areas, and other common areas as described in this lease, provided, however, that said parking area (including landscaped and common areas) shall at all times be in compliance with the minimum requirements of the City of Hayward, County of Alameda, State of California.

4. CONDUCT OF BUSINESS BY LESSEE

4.1. USE OF PREMISES.

Lessee shall use the leased premises for the purpose of conducting the business of: administrative office for the Bay Area Quality Air Management District. Lessee shall occupy the leased premises within thirty (30) days after the date of the notice provided for in Section 1.03 hereof, and shall conduct continuously in the leased premises the business above stated. Lessee will not use or permit, or suffer the use of the leased premises for any other business or purpose without Lessor's approval.

4.2. CONDUCT OF BUSINESS.

Lessee acknowledges that Lessor makes no representations as to the present or future condition of the demised premises, or to the fitness, desirability or zoning hereof for any particular purpose, and Lessor shall not be liable for any charges therein or additions thereto required by any public authority. Any permits or requirements of any kind pertaining to the operation of Lessee's business will be Lessee's responsibility and any construction or special equipment required by public authority to enable Lessee to conduct his business shall likewise be Lessee's sole cost and responsibility.

4.3. ACCEPTANCE OF PREMISES

Acceptance of demised premises except as may be otherwise herein provided, Lessees shall be entering into and occupying the demised premises shall be deemed to have accepted the demised premises "as is" and to have acknowledged that the same are as represented by Lessor and in good order, condition and repair. Lessee acknowledges that it has reviewed and examined the demised premises prior to the execution hereof to its complete satisfaction.

4.4. OPERATION OF BUSINESS.

Lessee shall operate one hundred percent (100%) of the leased premises during the entire term of this lease with due diligence and efficiency unless prevented from doing so by causes beyond Lessee's control. Subject to inability by reason of strikes or labor disputes, Lessee shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Lessee. Lessee shall conduct its business in the leased premises during the regular customary days and hours for such type of business in the City or trade area in which the Business Park is located.

4.5. STORAGE

Lessee shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Lessee intends to offer for sale at retail at, in, from or upon the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Lessor.

5. GRANT OF CONCESSIONS

5.1. CONDITIONS TO GRANT.

The provision against subletting elsewhere contained in this lease shall not prohibit Lessee from granting concessions for the operation of one or more departments of the business which Lessee is permitted by Section 4.01 to conduct in or upon the leased premises; provided, however that [a] each such concession may be granted only upon receipt by Lessee of the written consent of the Lessor and shall be subject to all terms and provisions of this lease; [b] at least seventy-five percent (75%) of the sales floor area of the leased premises shall be at all times devoted to the business of and be operated by Lessee.

6. SECURITY DEPOSIT

6.1. AMOUNT OF DEPOSIT.

Lessee, contemporaneously with the execution of this lease, will deposit with Lessor the sum of Eight hundred fifty dollars (\$850.00). Said deposit shall be held by Lessor, without liability for interest, as security for the faithful performance by Lessee of all of the terms, covenants, and conditions of this lease by said Lessee to be kept and performed during the term hereof. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. It is expressly understood that this sum does not apply toward rent.

6.2. USE AND RETURN OF DEPOSIT.

In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Lessee, then the Lessor at its option may, after terminating this lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should Lessee comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, the said deposit shall be returned in full to Lessee within two weeks from the end of the term of this lease, or upon the earlier termination of this lease.

6.3. TRANSFER OF DEPOSIT.

Lessor may deliver the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the leased premises, in the event that such interest is sold, and thereupon Lessor shall be discharged from any further liability with respect to such deposit.

7. PARKING AND COMMON USE AREAS AND FACILITIES

7.1. CONTROL OF COMMON AREAS BY LESSOR.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Business Park, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Lessor for the general use, in common, of Lessees, their officers, agents,

employees and customers, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Lessor shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Lessees, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Lessees; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's council, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such a manner as Lessor, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

7.2. LICENSE.

All common areas and facilities not within the leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

8. COST OF MAINTENANCE OF COMMON AREAS [NNN]

8.1. LESSEE TO BEAR PRO RATA SHARE OF EXPENSE.

8.1.1. In each lease year, as defined in Section 2.01 hereof, Lessee will pay to Lessor, in addition to the rentals specified in Article II hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Business Park's operating cost, hereinafter defined, based upon the ratio of the square feet of all the building space in the Business Park.

8.1.2. For the purpose of this Section 8.01 the "Business Park's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, specifically including without limitation, gardening and landscaping, the cost of public liability and property damage insurance, fire and extended coverage insurance, joint utilities, painting, and repairs (not capital in nature), property management, employment of security guards, bookkeeping, real estate property taxes and assessments thereon, and the cost of personnel to implement such services, to direct parking, and to police the common facilities. "Common Facilities" means all areas, space, equipment, and special services provided by Lessor for the common or joint use and benefit of the occupants of the Business Park, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms, parcel pick-up stations and Business Park sign rental.

8.1.3. The additional rent to be paid in this Section 8.01 and also Sections 2.02, 11.01 and 11.02 shall be paid monthly in advance. The monthly charge shall be estimated for a twelve (12) month period and adjusted annually upwards or downwards to reflect the actual cost incurred. Lessee will then be credited or billed accordingly at year end to reflect this adjustment. Lessee shall have the right to review the breakdown on the operating costs that are incurred for the premises once a year, should Lessee request.

8.1.4. Changes in any particular floor area occurring during any monthly period shall be effective on the first day of the next succeeding monthly period, and the amount of any floor area in effect for the whole of any monthly

period shall be the average of the total amounts in effect on the first day of each calendar month in such monthly period.

9. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

9.1. INSTALLATION BY LESSEE.

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

9.2. REMOVAL AND INSURANCE BY LESSEE.

All alterations, decorations, additions and improvements made by the Lessee, or made by the Lessor on the Lessee's behalf by agreement under this lease, shall remain the property of the Lessee for the term of the lease, or any extension or renewal thereof. The Lessee shall at all times maintain fire insurance with extended coverage in the name of the Lessor and the Lessee, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Lessee shall deliver to the Lessor certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Lessor ten (10) days notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Lessor. Upon expiration of this lease, or any renewal term thereof, the Lessee shall remove all such alterations, decorations, additions and improvements, and restore the leased premises as provided in Section 10.03 hereof. If the Lessee fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this lease, or any renewal thereof, and upon the Lessee's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Lessor.

9.3. LESSEE SHALL DISCHARGE ALL LIENS.

Lessee shall promptly pay all contractors and material men, if such were employed by Lessee or Lessee's agents for work or modifications in the leased premises, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

9.4. SIGNS, AWNINGS AND CANOPIES.

Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Lessor's written approval and consent. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Lessee agrees, at Lessee's sole cost, to obtain a sign in strict conformance with Lessor's sign criteria as to design, material, color, location, size, and letter style.

10. MAINTENANCE OF LEASED PREMISES

10.1. MAINTENANCE BY LESSEE.

10.1.1. Lessee shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating or plumbing systems which protrude through the roof) in good order, condition and repair including replacements (including reasonably periodic painting as determined by Lessor), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Lessor, but if

Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts or omission to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due.

10.1.2. Lessee shall comply with all legal requirements now or hereafter affecting or applying to the premises at Lessee's sole cost and expense.

10.1.3. Lessee shall keep the premises and all other parts of the Business Park free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Lessee or for Lessee by Lessee's Agents, and agrees to bond against, discharge any mechanic's or material men's lien, or post security with Lessor, satisfactory to Lessor, within ten (10) days after the filing of any such lien. In no event said bond and security shall be in an amount less than twice the amount of such lien. In the event Lessee fails to do any of the following within said ten (10) day period, Lessor may pay the underlying claim thereof, or otherwise discharge said lien, at Lessee's sole cost and expense. Lessee shall reimburse Lessor therefore, together with interest at the interest rate of ten percent (10%) within ten (10) days after Lessor's demand therefore.

10.1.4. Lessee expressly waives Sections 1941 and 1933(i) of the California Civil Code, and all other rights to make repairs at the expense of Lessor or deduct any amounts from rent as provided in any statute or law in effect during the term of this Lease in any.

10.2. MAINTENANCE BY LESSOR.

If Lessee refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's reasonable costs for making such repairs, upon presentation of bill thereof, as additional rent. Said bill shall include interest at ten (10%) percent on said cost beginning fifteen (15) days after the date of completion and written notification of such completion of repairs by Lessor to the Lessee.

10.3. SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's fire insurance policy with extended coverage endorsement, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the leased premises. Lessee shall remove all its trade fixtures, and any alterations or improvements as provided in Section 9.02 hereof, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

10.4. RULES AND REGULATIONS.

10.4.1. The Lessee agrees as follows:

10.4.1.1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Lessor.

10.4.1.2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Lessor are necessary for the proper operation of the leased premises or Business Park.

10.4.1.3. All garbage and refuse shall be kept in the kind of container specified by Lessor, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Lessor. If Lessor shall provide or designate a service for picking up refuse and garbage, Lessee shall use same at Lessee's cost. Lessee shall pay the cost of removal of any of Lessee's refuse or rubbish.

10.4.1.4. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Lessor any aerial so installed without such written consent shall be subject to removal without notice at any time.

10.4.1.5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Lessor.

- 10.4.1.6. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Lessee to the satisfaction of the Lessor and Lessee shall not place or permit any obstructions or merchandise in such areas.
- 10.4.1.7. Lessee and Lessee's employees shall park their cars only in those portions of the parking area designated for that purpose by Lessor. In the event the Lessee or its employees fail to park their cars in designated parking areas as aforesaid or parks illegally, then the Lessor at its option shall have the right to tow such vehicles, at vehicle Lessor expense, upon such infraction.
- 10.4.1.8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents or invitees shall have caused it.
- 10.4.1.9. Lessee shall not burn any trash or garbage of any kind in or about the leased premises, or the Business Park.
- 10.4.1.10. Lessee and Lessee's employees and agents shall not solicit business in the parking or other common areas, nor shall Lessee distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.
- 10.5. Lessor reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Lessee.
- 10.6. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor, provided that such rules and regulations shall apply uniformly to all Lessees of the Business Park.

11. INSURANCE AND INDEMNITY

11.1. LIABILITY INSURANCE.

Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, the sidewalks in front of the leased premises, and the business operated by Lessee and any sub-Lessees of Lessee in the leased premises in which the limits of public liability shall be not less than \$1,000,000.00 for each occurrence and in which the property damage liability shall be not less than \$500,000.00 for each occurrence. The policy shall name Lessor, any person, firms or corporations designated by Lessor, and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The insurance shall be in the insurance company approved by Lessor and a copy of the policy or a certificate of insurance shall be delivered to Lessor.

11.2. FIRE INSURANCE PREMIUM.

Lessor shall, at its cost and expense, maintain fire and extended coverage insurance throughout the term of this lease in an amount equal to at least ninety percent (90%) of the replacement value (exclusive of foundation and excavation costs) of the leased premises and/or the building of which the leased premises are a part. However, Lessee agrees to reimburse Lessor for Lessee's prorata share of any premiums for said fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Lessor on said premises or the building of which they are a part. This reimbursement charge will be paid monthly in advance as specified in Section 8.01.

11.3. PLATE GLASS

Lessee shall be responsible for any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises. Lessee may elect to be self-insured for plate glass breakage of damage

11.4. INDEMNIFICATION OF LESSOR.

Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be made a party to any litigation commenced solely by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

12. UTILITIES

12.1. UTILITY SERVICES.

It is the Lessee's responsibility to arrange for gas, electrical, and any telecommunication service required.

12.2. UTILITY CHARGES.

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas electricity or any other utility used or consumed in the leased premises. Should Lessor elect to supply the water gas, heat, electricity or any other utility used or consumed in the leased premises, Lessee agrees to purchase and pay for the same as additional rent as apportioned by the Lessor. In no event shall Lessor be liable for an interruption or failure in supply of any such utilities to the leased premises

12.3. Lessor does NOT cover, include or guarantee any communication service or communication infrastructure, capacity, bandwidth or speed of said service including, but not limited to internet service, cable services, T-1 lines, or telephone services, and or service and distribution lines within the interior or exterior of the building.

13. OFFSET STATEMENT, ATTORNMENT SUBORDINATION

13.1. OFFSET STATEMENT

Estoppel certificate: Lessee shall at any time, and from time to time, upon not less than ten (10) days prior written request by Lessor execute, acknowledge, and deliver to Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or, that there shall have been modifications, that the lease is modified and in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by Lessor or any prospective purchaser, mortgagee, assignee of any mortgagee, or the trustee or beneficiary of any deed of trust placed upon the demised premises or the real property of which the demised premises are a part.

13.2. ATTORNMENT.

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this lease.

13.3. SUBORDINATION.

Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the lease premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required by any mortgagee.

13.4. ATTORNEY-IN-FACT.

The Lessee, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 13.02 and 13.03 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the name of the Lessee any such instruments or certificates. If fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

14. ASSIGNMENT AND SUBLETTING

14.1. CONSENT REQUIRED.

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor in each instance. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, under-Lessee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-Lessee or occupant as Lessee, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

14.1.1. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or consent to the assignment of the demised premises. In the event any of the following are not satisfied in Lessor's sole and absolute discretion and Lessor chooses to withhold consent to such requested assignment or subletting, such withholding shall be deemed to be reasonable:

14.1.1.1. The intended use of the premises by such proposed assignee or sub-lessee:

14.1.1.1.1. Shall not conflict with any lease then in effect with respect to or with any other use of any other premises by any other occupant in the Business Park;

14.1.1.1.2. Shall conform with Lessor's desired "Lessee mix" within the Business Park;

14.1.1.1.3. Shall be in keeping with the quality or character of the Business Park or not constitute a nuisance;

14.1.1.1.4. Such proposed assignee or sub-lessee shall be of sound financial net worth; proposed assignee must be approved by Lessor prior to any closing of any transfer. (iii) Such proposed assignee or sub-lessee shall satisfy Lessor that it has had not less than three [3] years of prior experience operating a successful business of the type intended to be operated in the premises;

14.1.1.1.5. The impact of such proposed assignee or sub-lessee would not have a disadvantageous impact on the Common Area or other occupants of the Business Park.

14.1.2. Any assignment or subletting to which Lessor has not consented (other than permitted above) shall be null and void, and at Lessor's option shall constitute a material default hereunder, permitting Lessor to terminate this Lease in addition to all other rights and remedies now or hereafter available to Lessor hereunder or at law or in equity.

14.1.3. Lessee shall forward to Lessor for Lessor's approval (1) financial statements of such proposed assignee or sub-lessee; (2) a history of the business experience of such proposed assignee or sub-lessee; and (3) a copy of the proposed assignment or sublease, pursuant to which such assignee or sub-lessee shall assume all obligations on Lessee's part to be performed hereunder and an agreement to observe all of the terms, provisions, covenants, conditions and agreements hereunder.

15. WASTE, GOVERNMENTAL REGULATIONS

15.1. WASTE OR NUISANCE.

Lessee shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Lessee in the building in which the leased premises may be located, or in the Business Park, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Business Park.

15.2. GOVERNMENTAL REGULATIONS.

Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, including the installation of additional facilities as required for the conduct and continuance of Lessee's business, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

16. DESTRUCTION OF LEASED PREMISES

16.1. RECONSTRUCTION OF DAMAGED PREMISES.

In the event the premises shall be rendered partially or totally unleaseable as a result of fire or other casualty covered by insurance carried by Lessor, then the premises shall be promptly repaired to the extent of the insurance proceeds received by Lessor therefor, unless Lessor shall elect not to rebuild as hereinafter provided, the fixed minimum rental shall be abated in proportion to the amount of the leased premises rendered unleaseable shall be pro rata reduced until so repaired. Lessor shall be obligated to cause such repairs to be made Unless Lessor, at its sole option elect to cause Lessee to make such repairs, in which event Lessee shall promptly complete the same and Lessor will make available to Lessee for the sole purpose of reconstruction of the premises such portion of the insurance proceeds received by Lessor from its insurance carrier, allocated to the premises. Any amount expended by Lessee in excess of such insurance proceeds received by Lessor and made available to Lessee shall be the sole obligation of Lessee. In the event of reconstruction or repair by Lessor, any amount expended by Lessor in repairing the improvements to the premises in excess of the proceeds of insurance received by Lessor allocated to the premises shall be repayable by Lessee to Lessor within ten (10) days after receipt by Lessee from Lessor of a statement setting forth the amount of such excess, together with interest at the highest rate from the date Lessor incurred such amount to the date of payment by Lessee.

Lessor and Lessor's insurance carrier shall determine the amount of insurance proceeds attributable to the damage of such improvements which determination shall be binding upon Lessor and Lessee. The party required hereunder to repair the damage to the premises shall reconstruct such premises in accordance with the working drawings originally approved by Lessor. In no event shall Lessor be required to repair or replace Lessee's merchandise, trade fixtures, furnishings or equipment. If more than thirty-five percent (35%) of the Floor Area of the building in which the premises are located shall be damaged or destroyed by fire or other casualty, or if during the last three (3) years of the Term more than twenty-five percent (25%) of the premises or the Floor Area of the building in which the premises are located ("Building") shall be damaged or destroyed by fire or other casualty then Lessor may either elect that the Building and/or premises, as the case may be, be repaired or rebuilt or, at its election to so terminate. Such notice shall be given, if at all, within ninety (90) days after the occurrence of such damage or destruction. If Lessor is required or elects to repair or rebuild or requires the Lessee to repair or rebuild the premises as herein provided, Lessee shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction...

If the premises cannot be restored within 90 days of the loss, or the loss occurs during the last 3 months of the lease, this lease can be terminated by either party. During such 90 day period Lessee shall not be required to pay monthly lease/ rent to the Lessor.

17. EMINENT DOMAIN

17.1. TOTAL CONDEMNATION.

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

17.2. TOTAL PARKING AREA.

If the whole of the common parking areas in the Business Park shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Lessor shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Lessor at its own expense within ninety (90) days from the date of acquisition. In the event that Lessor shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

17.3. PARTIAL CONDEMNATION.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Lessee, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease and the Lessee shall not have any payment obligations for the remainder term of the lease from the date of such Partial Condemnation. In the event of a partial taking or condemnation which is not extensive enough and is mutually agreed upon as suitable for the business of the Lessee, then Lessor shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect.

17.4. LESSOR'S DAMAGES.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

17.5. LESSEE'S DAMAGES.

Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

18. DEFAULT OF LESSEE

18.1. RIGHT TO RE-ENTER.

In the event of any failure of Lessee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Lessee for more than THREE (3) days after written notice of such default shall have been received by Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon said premises, or suffer this lease to be taken under any writ of execution, then Lessor besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from

the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

18.2. RIGHT TO RELET.

Pursuant to 18.01, Should Lessor elect to re-enter, as above provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such reasonable alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such reletting all rentals received by the Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the currently agreed rental value of the leased premises as described in section 2.03 for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

18.3. LEGAL EXPENSES.

In the event of any action or proceeding brought by either party against the other under this lease, each party shall bear their own costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.

18.4. WAIVER OF RIGHTS OF REDEMPTION.

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the leased premises, by reason of the violation by Lessee or any of the covenants or conditions of this lease, or otherwise.

19. ACCESS BY LESSOR

19.1. RIGHT OF ENTRY.

Given 24 hours notice, Lessor or Lessor's agents shall have the right to enter the leased premises during normal business hours and make reasonable efforts not to impact the business of the Lessee to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, in the event it is necessary to temporarily close the business office during such repairs. During the six months prior to the expiration of the term of this lease or any renewal term, Lessor may exhibit the premises to prospective Lessees or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Lessee shall permit to remain thereon without molestation. Lessor will take all appropriate measures to attempt to make repairs during times that does not impede on the Lessee's Business.

20. LESSEE'S PROPERTY

20.1. TAXES ON LEASEHOLD.

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or lessee's personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

20.2. LOSS AND DAMAGE.

Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the leased premises, occupants of adjacent property, of the Business Park, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's Insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Lessor.

20.3. NOTICE BY LESSEE.

Lessee shall give immediate notice to Lessor in case of fire or accidents in the leased premises or in the building of which the premises are a part or of defects therein or in any fixtures or equipment.

21. HOLDING OVER, SUCCESSORS

21.1. HOLDING OVER.

Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

21.2. SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16.01 hereof.

22. QUIET ENJOYMENT

22.1. LESSOR'S COVENANT.

Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease.

23. MISCELLANEOUS

23.1. WAIVER.

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

23.2. ACCORD AND SATISFACTION.

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account (of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease period.

23.3. ENTIRE AGREEMENT.

This lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions or understandings, either oral, or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

23.4. NO PARTNERSHIP.

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

23.5. FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 24.05 shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

23.6. NOTICES.

(a) Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate by written notice.

(b) Any notice by Lessor to Lessee must be served by Certified or registered mail, postage prepaid, addressed to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

23.7. CAPTIONS AND SECTION NUMBERS.

The captions, section numbers, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

23.8. LESSEE DEFINED, USE OF PRONOUN.

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or

corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

23.9. PARTIAL INVALIDITY, If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

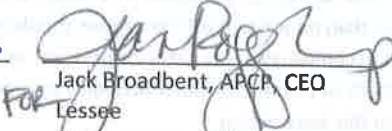
24. RECORDING.

Lessee shall not record this lease without the written consent of Lessor.



Daniel Fries
Lessor, Lessor's Agent
Fries Properties Inc.
39678 Mission Blvd.
Fremont, Ca 94539

10/17/13
Date



10/8/13
Date

FOR Lessee
Jack Broadbent, APCH, CEO
Bay Area Air Quality
Management District.
939 Ellis Street
San Francisco, CA 94109

Date

Lessee

ADDENDUM

1. LESSOR'S OBLIGATION.

1.1. Janitor Service

Landlord shall furnish janitor services on a schedule determined satisfactory by Lessor for any and all common bathroom facilities and any adjoining corridors for the Premises, Saturdays, Sundays and holidays excepted. Tenant shall not provide janitor services without the prior written consent of Landlord and then only subject to the supervision of the Landlord and at Tenant's sole responsibility, cost and expense, by contractors or employees at all times satisfactory to Landlord.

1.2. Water

Landlord shall furnish cold water from mains for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant with Landlord's prior written consent, and hot water for lavatory purposes from the regular supply of the Building. Tenant shall pay Landlord at rates fixed by Landlord for water furnished for any other purpose. Tenant shall not waste or permit the waste of water. In the event Tenant shall fail to make prompt payment to Landlord for water furnished by Landlord, Landlord upon ten days' notice, may discontinue furnishing such service and no such discontinuance shall be deemed an eviction or disturbance of Tenant's use of the Premises or render Landlord liable for damages or relieve Tenant from an obligation under this Lease.

2. CONSTRUCTION AND ALTERATIONS.

2.1. Lessor shall at its cost and expense remove a door transom located in the center doorway as determined by Lessee. No other improvements or alternations are to be performed by Lessor.

3. OPTION

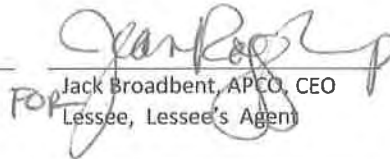
3.1. If all terms and conditions have been carried out successfully, Owner will grant lessee One (1) Five (5) year option, with all terms negotiable at that time. In the event that Lessee and Lessor cannot arrive at an agreement within 30 days after the expiration of this lease, all terms shall be considered on a month to month tenancy and the option shall be forfeited. Lessee shall contact Lessor no later than 90 days prior to expiration of this lease to inform Lessor of Lessee's intent to exercise the option. If notice is not received within the time specified, it will be assumed that Lessee will not exercise the option and the option shall be forfeited.



Daniel Fries
Lessor, Lessor's Agent

Fries Properties Inc.
39678 Mission Blvd.
Fremont, CA 94539

Date



FOR Jack Broadbent, APCO, CEO
Lessee, Lessee's Agent

10/8/13

Date

Lessee Name

Date

ADDENDUM

1. THE PARTIES HERETO...

2. THE PARTIES HERETO...

3. THE PARTIES HERETO...

4. THE PARTIES HERETO...

[Handwritten signature]
Name of Party

[Handwritten signature]
Name of Party

Printed Name
Title

MODIFICATION, EXTENSION and FIRST AMENDMENT OF LEASE

26220 Industrial Boulevard, Hayward, CA

This MODIFICATION, EXTENSION and FIRST AMENDMENT OF LEASE ("Lease Extension Agreement") is dated, for reference purposes only, November 1, 2018.

RECITALS

1. HAYWARD BUSINESS PARK, INC., ("LESSOR") and the Bay Area Air Quality Management District ("LESSEE") (hereinafter referred to as the "PARTIES") entered into a lease for certain premises located at 26220 Industrial Boulevard, Hayward, CA, dated October 17, 2013, ("Lease"), with the term of the lease commencing on November 1, 2013, and expiring on October 31, 2018.
2. The PARTIES now desire to modify and amend the LEASE to (i) extend the term of the Lease by an additional five (5) years and (ii) modify the provisions of the Lease governing the monthly Base Rent.

Therefore, in accordance with Paragraph 23.3 of the Lease, LESSOR and LESSEE agree to amend the Lease as follows, effective November 1, 2018.

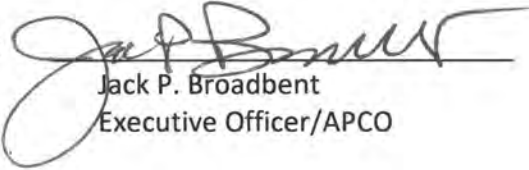
TERMS AND CONDITIONS OF CONTRACT AMENDMENT


1. LESSOR and LESSEE amend Section 1.5, "LENGTH OF TERM," to replace the existing language of this Section with "The term of this lease shall be for ten (10) years from commencement of the term as provided in Section 1.3 hereof and shall expire on October 31, 2023."
2. LESSOR and LESSEE amend Section 2.1, "MINIMUM RENT," to replace the phrase "Base Rent per month, is Eight hundred fifty dollars and no cents (\$850.00)" with "Base Rent per month is Nine Hundred Forty Eight Dollars and No Cents (\$948.00)".
3. LESSOR and LESSEE agree that, notwithstanding any Lease provisions to the contrary, the Base Rent shall be increased by 3% effective November 1, 2019, and by an additional 3% effective November 1 of each subsequent year.
4. LESSOR and LESSEE recognize and acknowledge that LESSEE's address has changed, and that LESSEE's new address is 375 Beale Street, Suite 600, San Francisco, CA, 94105. LESSOR shall give any notice to LESSEE under Section 23.6 of the Lease at this address (unless LESSEE specifies another address).
5. All other terms and conditions of the Lease remain unchanged.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

HAYWARD BUSINESS PARK, INC.

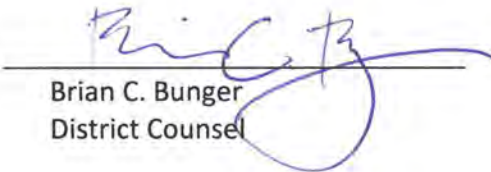
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Daniel Fries
Lessor, Lessor's Agent

Date: 10/4/18

Date: 9/25/18

Approved as to form:
District Counsel

By: 
Brian C. Bunger
District Counsel



STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 Parties. This Lease ("Lease"), dated for reference purposes only September 22, 2023, is made by and between Hayward Business Park Inc. a California Corporation ("Lessor") and Bay Area Air Quality Management District ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 26220 Industrial Blvd. Hayward CA 94545 ("Premises"). The Premises are located in the County of Alameda, and are generally described as (describe briefly the nature of the Premises and the "Project"): Approximately 1,093 rentable square feet in a business and industrial park comprising of 5 single story buildings on 4.14 acre a totaling 58,963 square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) Parking: Four (4) unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 Term: Five (5) years and _____ months ("Original Term") commencing December 1, 2023 ("Commencement Date") and ending November 31, 2028 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: One thousand three hundred sixty six dollars and no cents (\$1,366.00) per month ("Base Rent"), payable on the First (1st) day of each month commencing December 1, 2023. (See also Paragraph 4)

[X] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 Lessee's Share of Common Area Operating Expenses: One and 85/100ths percent (1.85 %) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: \$1,366.00 for the period December 1-31, 2023.

(b) Common Area Operating Expenses: The current estimate for the period December 1-31, 2023 is \$325.00.

(c) Security Deposit: \$850.00 (transferred from lease dated 10/17/13) ("Security Deposit"). (See also Paragraph 5)

(d) Other: _____ for _____.

(e) Total Due Upon Execution of this Lease: \$2,541.00.

1.8 Agreed Use: Administrative Office. (See also Paragraph 6)

1.9 Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 Real Estate Brokers. (See also Paragraphs 15 and 25)

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)");

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): [] the Lessor; or [] both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): [] the Lessor's Agent (salesperson or broker associate); or [] both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ is the broker of (check one): [] the Lessee; or [] both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): [] the Lessee's Agent (salesperson or broker associate); or [] both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.12 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- [X] an Addendum consisting of Paragraphs 50 through 51;
[X] a site plan depicting the Premises;
[X] a site plan depicting the Project;
[X] a current set of the Rules and Regulations for the Project;

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- a current set of the Rules and Regulations adopted by the owners' association;
- a Work Letter;
- other (specify): _____ .

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

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(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or

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causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i)

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any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on

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the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the

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Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or

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to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee

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Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

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- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.
- (b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee

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under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any

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person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. ~~Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.~~

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

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(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

~~(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.~~

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall

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thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party ~~or Broker~~ brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party ~~or Broker~~ who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party ~~or Broker~~ of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior

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Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

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In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:

Hayward Business Park Inc. a California Corporation

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: _____

By LESSEE:

Bay Area Air Quality Management District

By: _____
Name Printed: Philip M. Fine PH.D.
Title: Executive Officer
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: Alexander Crockett
Title: District Counsel
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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**RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM**

Dated: September 22, 2023

By and Between

Lessor: Hayward Business Park Inc. a California Corporation

Lessee: Bay Area Air Quality Management District

Property Address: 26220 Industrial Blvd. Hayward CA 94545
(street address, city, state, zip)

Paragraph: 50

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

I. **Consumer Price Index.**

~~a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.~~

~~b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPI-W (Urban Wage Earners and Clerical Workers) or CPI-U (All Urban Consumers), for (fill in Urban Area): _____ or the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.~~

~~c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

II. **Fixed Percentage.** The monthly Base Rent shall be increased on November 1, 2024 and every Twelve (12) months thereafter during the Original Term ("Percentage Increase Date(s)") by Three percent (3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

III. **Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

~~**BROKER'S FEE:** For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.~~

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**OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM**

Dated: September 22, 2023

By and Between

Lessor: Hayward Business Park Inc. a California Corporation

Lessee: Bay Area Air Quality Management District

Property Address: 26220 Industrial Blvd. Hayward CA 94545
(street address, city, state, zip)

Paragraph: 51 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee One (1) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of Sixty (60) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least Three (3) but not more than Six (6) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

I. Consumer Price Index.
~~(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.~~
~~(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPIW (Urban Wage Earners and Clerical Workers) or CPIU (All Urban Consumers), for (fill in Urban Area): _____ or the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (select one): Commencement Date of the Original Term, start of the applicable Option Term, or (fill in month) _____.~~
~~(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

II. Fixed Percentage. During the Option Term(s) which start(s) on November 1, 2028, the monthly Base Rent shall be increased on November 1, 2028 and every Twelve (12) months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by THREE percent (3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

III. Fair Market Value.
(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.
(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("**Advocate Valuator(s)**"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.
(c) If both Parties timely and properly designate Advocate Valuators, then such Advocate Valuators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral valuator who shall meet the qualifications set forth herein ("**Neutral Valuator**"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valuators fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15)

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days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuators and the Neutral Valuator ("Valuator(s)") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuators shall be decided by a majority vote of the Valuators, with each Valuator having one (1) vote. The Valuators may, as the Valuators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("Valuators' Market Value"), then decide which Party's Submitted Value is closer in monetary amount to the Valuators' Market Value ("Selected Market Value"), then provide the Parties a copy of the Valuators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuators decide the Selected Market Value, pay the fees and costs of all three (3) Valuators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuators, in deciding the Valuators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuators, in deciding the Valuators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuators, in deciding the Valuators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

IV. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

V. Continuation of Original Term Adjustments.

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: ~~For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.~~

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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: September 9, 2023

By and Between

Lessor: Hayward Business Park Inc. a California Corporation

Lessee: Bay Area Air Quality Management District

Property Address: 26220 Industrial Blvd. Hayward CA 94545

(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. ~~Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of _____ P.M. and _____ A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.~~
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor

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parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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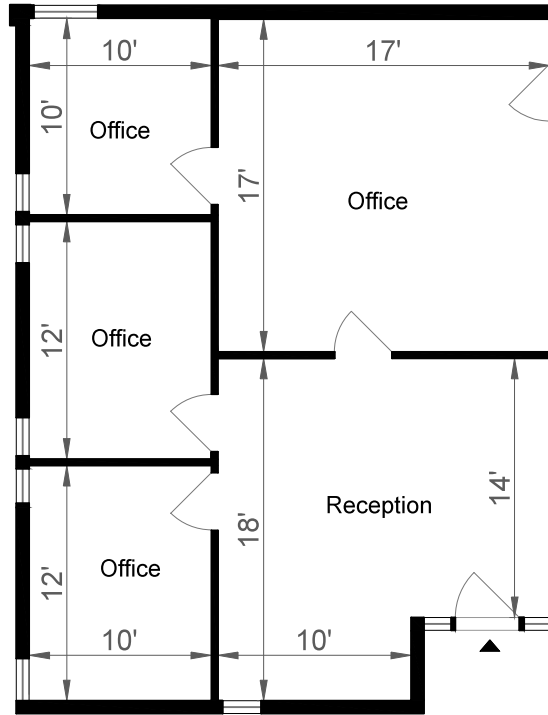
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HAYWARD BUSINESS PARK | SUITE 26220

26200-26250 INDUSTRIAL BLVD | HAYWARD, CA 94545

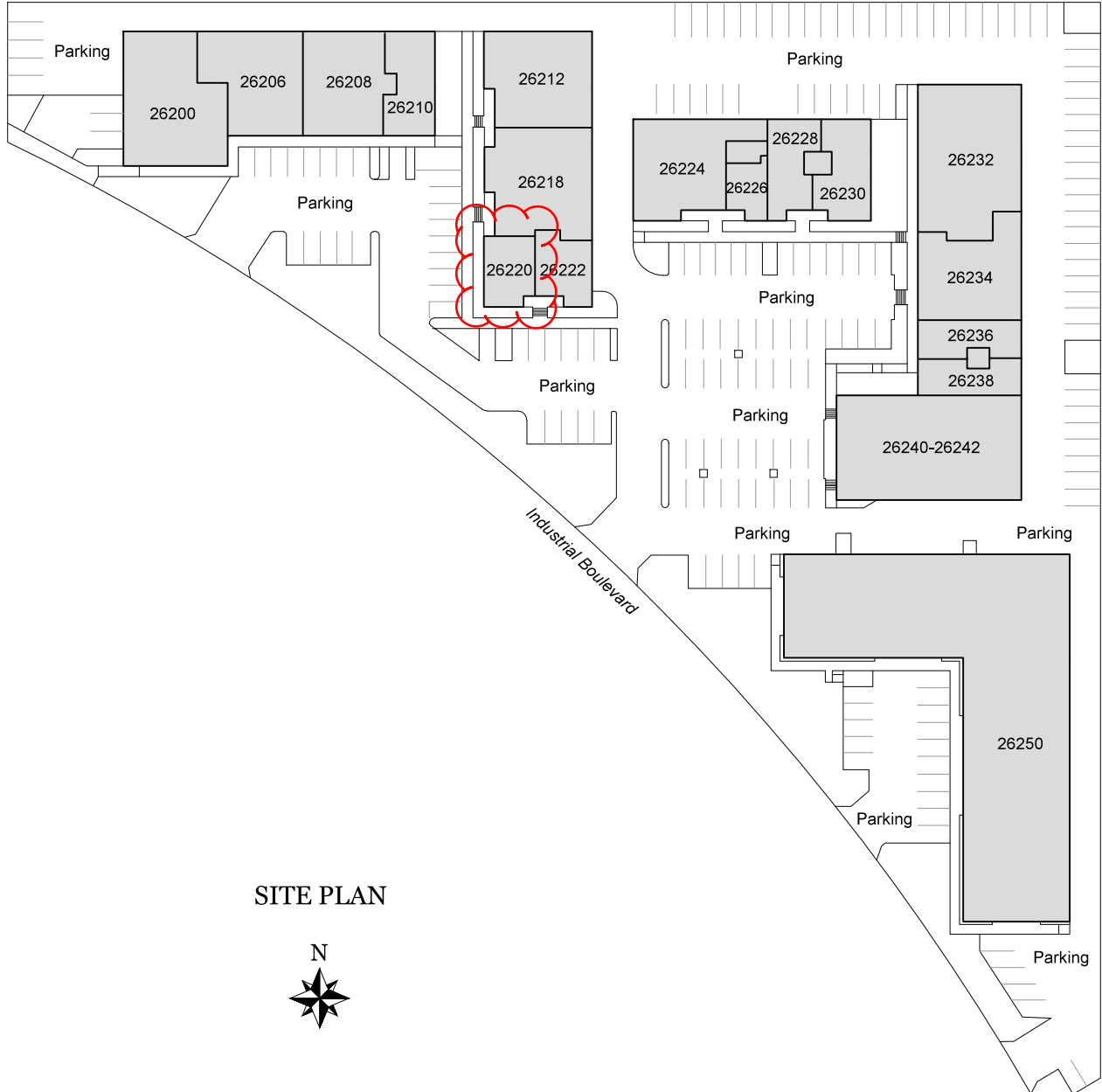


FLOOR PLAN



HAYWARD BUSINESS PARK

26200-26250 INDUSTRIAL BLVD | HAYWARD, CA 94545



SITE PLAN



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: November 1, 2023

Re: Authorization to Execute Professional Services Agreement with En2Action for
Bayview Hunters Point/Southeast San Francisco AB 617 Community Steering
Committee

RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize the Executive Officer/APCO to execute a Professional Services Agreement with En2Action for an amount not-to-exceed \$315,000 and a term end date of July 31, 2024 to provide facilitation and logistics support for the Bayview Hunters Point/ Southeast San Francisco AB 617 Community Steering Committee.

BACKGROUND

The Air District's Community Health Protection Program works to reduce community exposure to air pollutants by partnering with Bay Area Communities to plan and implement Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017). Following the Air District's nomination, the California Air Resources Board (CARB) formally designated Bayview Hunters Point/Southeast San Francisco as an AB 617 community on February 23, 2023. The Air District is co-leading this effort with two community groups, the Marie Harrison Community Foundation, and the Bayview Hunters Point Community Advocates (Co-Leads). Together, the Air District and its Co-Leads established a Community Steering Committee (CSC) in Bayview Hunters Point/Southeast San Francisco that will direct the development of a Community Emissions Reduction Plan (CERP). Air District staff and the Co-Leads led the CSC recruitment process, which resulted in the selection of 22 members. The CSC will meet monthly and be responsible for developing the CERP within one to two years.

To support the smooth and timely functioning of the CSC, Air District staff sought proposals from qualified bidders and contractors for facilitation and CSC meeting coordination services (RFP #2023-026) through September 30, 2025, or until the CERP has been completed. The RFP was open from May 22, 2023, to June 22, 2023. Staff notified more than 100 potential bidders who had signed up with the Air District to receive notifications of new RFPs. The Air District received nine (9) proposals. The reviewers included one staff member from the Air District, and one staff member from each of the Co-Leads. The reviewers met to discuss their individual scores and came to a consensus that En2Action was the most qualified to provide facilitation and

meeting coordination services to the Air District. En2Action has extensive experience in facilitation and meeting coordination services for public agencies in San Francisco and proposed very competitive rates.

DISCUSSION

Through the currently proposed Professional Services Agreement, Air District staff seek administrative and facilitation support for the Bayview Hunters Point/ Southeast San Francisco AB 617 Community Steering Committee. En2Action will provide project management, administrative, meeting logistics, and facilitation advice to help ensure that action and collaboration between CSC members and government agencies leads to an efficient, productive, and engaging process to develop the CERP.

A summary of the contract activities includes the following:

- En2Action staffing support for facilitation, administration, logistics coordination for planning and agenda-setting meetings and public CSC meetings
- Stipends to Community Steering Committee members to support their attendance and participation in meetings, including as-needed childcare and travel reimbursements
- Childcare services at Steering Committee meetings held in person
- Translation and simultaneous interpretation services
- Food, venue, and other meeting support needs for in-person and hybrid meetings
- Capacity-building for CSC members, as needed

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract is included in the Fiscal Year End 2024 budget for the AB 617 Program and funded by Community Air Protection Program (CAPP) Implementation Funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Daniel Madrigal
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Draft Agreement - En2Action 2023.195

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.195

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 **En2action, Inc.** (“CONTRACTOR”) whose address is 1550 Evans Ave., San Francisco, CA 94124.
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 July 31, 2024, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Business automobile liability insurance or equivalent form with a 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 \$315,000.
- 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 \$315,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
- 10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600

San Francisco, CA 94105
Attn: Daniel Madrigal

CONTRACTOR: En2action, Inc.
1550 Evans Ave
San Francisco, CA 94124
Attn: Andrea Baker

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

EN2ACTION, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Andrea Baker
CEO/Executive Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Background:

DISTRICT's Community Health Protection Program works to reduce community exposure to air pollutants by partnering with Bay Area Communities to plan and implement Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017). This community-driven initiative will employ proven and innovative strategies to improve community health by reducing exposure to air pollutants in neighborhoods most impacted by air pollution through a Community Emissions Reduction Plan (CERP). On February 23, 2023, the Bayview Hunters Point/ Southeast San Francisco was nominated by the California Air Resources Board as the Bay Area's newest AB 617 site for which a CERP will be developed.

DISTRICT is co-leading this effort with two community groups, the Marie Harrison Community Foundation (MHCF) and the Bayview Hunters Point Community Advocates (BVHPCA) (collectively, "Co-Leads"), and will establish a Community Steering Committee (CSC) in Bayview Hunters Point/ Southeast San Francisco that will direct the development of a CERP. The CSC will consist of residents from the affected community who will meet monthly and be responsible for developing the CERP within one to two years.

CONTRACTOR shall provide project management, administrative, meeting logistics, and facilitation advice to help ensure that action and collaboration between CSC members and government agencies leads to an efficient, productive, and engaging process to develop the CERP.

Task 1. Support Project Management, Planning and Execution of the CSC meetings

Task 1.1 Conduct project management for CSC Meetings and facilitate planning meetings

CONTRACTOR will conduct all administrative planning and tasks needed to ensure a seamless experience for CSC members during all CSC meetings and, additionally, shall provide project management services to meet deadlines for the meetings. CONTRACTOR will facilitate 2-4 monthly planning meetings as needed by the CSC, to discuss and share input to successfully develop CSC meeting agendas. One of the meetings will be a Dry-Run of the CSC meeting with Co-Leads and DISTRICT staff and other presenters, as needed, where the group will review the agenda and facilitation notes for that meeting, in advance of the CSC meeting. CONTRACTOR will develop public-facing and facilitation agendas in advance of the Dry-Run meeting. CONTRACTOR will coordinate the development of CSC planning meetings and take notes for those meetings. Stakeholders attending meetings to prepare for Steering Committee meetings will include MHCF, BVHPCA, and DISTRICT.

Deliverables:

- Copy of developed agendas and other materials, meeting summaries/ notes, and any other meeting-related documents for planning meetings with DISTRICT and Co-Leads.

Task 1.2. Administer, prepare for, and host CSC Meetings

To support DISTRICT and Co-Leaders preparation for meetings, CONTRACTOR will develop public-facing and facilitation agendas, send out meeting agendas and materials to Steering Committee members, and follow up on any issues and/or tasks for the Steering Committee meetings, as needed, and with Co-Leads and DISTRICT staff's consultation and approval. CONTRACTOR will create a draft of meeting notes for the Steering Committee meetings that will be reviewed by DISTRICT, MHCF, and BVHPCA.

CONTRACTOR shall send meeting agendas and materials to Steering Committee members three (3) to five (5) calendar days prior to each meeting and will post meeting information, agenda, slides, and any other meeting materials on DISTRICT's website at least two (2) calendar days prior to each CSC meeting. CONTRACTOR will provide meeting notes to DISTRICT for translation and posting on DISTRICT website no later than one (1) week following each CSC meeting. CONTRACTOR will develop a standard meeting survey evaluation to be shared during CSC meetings and collect responses to share with Co-Leads and DISTRICT after every CSC meeting to gauge participant feedback and areas of improvement. For CSC meetings, CONTRACTOR's hosting duties will include, but are not limited to, set-up, putting up signage, setting out materials for CSC members, providing required materials such sticky pads, pads of paper, pens, projector, screen, and microphones. CSC meetings will be held either in-person or remotely, a decision that will be made by the Co-Leads, DISTRICT, and CSC.

In addition to the CSC meetings, CONTRACTOR, upon DISTRICT request, will schedule, facilitate, and take notes at up to three (3) monthly Sub-committee meetings.

Deliverables:

- Meeting plans, agendas, and other materials for meetings; meeting notes; and meeting sign-in sheets and evaluations to be sent to DISTRICT within one (1) week following each CSC meeting;
- Spreadsheet to track follow-up on any issues and/or tasks that arose from meetings, track work plan progress, and attend sub-committee meetings;
- Monthly emails to CSC members with CSC meeting materials;
- Spreadsheets to track CSC meeting deadlines, follow-up on any issues and/or tasks that arose from meetings, track work plan progress;
- Consolidated responses from monthly meeting survey evaluation; and
- Copy of meeting evaluation survey and evaluation of survey responses.

Task 2. Coordinate logistics for Community Steering Committee meetings

Task 2.1 Secure meeting locations in the Bayview Hunters Point community and coordinate logistics for in-person and virtual Community Steering Committee meetings

CONTRACTOR will schedule meetings, create Zoom links, record meetings, and meet accessibility requirements, including but not limited to, live captioning meetings and creating meeting notes for the Steering Committee meetings. Meeting recordings will be sent by CONTRACTOR to DISTRICT no later than two (2) calendar days following each Steering Committee meeting. CSC meetings will be in the evening on business days, Monday to Friday.

CONTRACTOR will coordinate space rentals for the Steering Committee and other related meetings (in-person or virtual, as needed), upon DISTRICT staff and Co-Leads' approval.

Deliverables

- Secure location for in-person meetings in coordination with the DISTRICT, MHCF, and BVHPCA;
- Zoom links and records of meetings that meet accessibility requirements, including live captioning video recordings, translated meeting materials and in-meeting interpretation; and
- Written summary and meeting notes for each CSC meeting.

Task 2.2. Materials translation and simultaneous interpretation into up to 3 languages (Chinese, Spanish, and others identified)

Upon DISTRICT's request, CONTRACTOR will translate agenda, presentation slides and other documents for each Steering Committee meeting into Spanish, Chinese, and/or other languages requested by CSC members. CONTRACTOR's translation services shall include translation of materials from English into Spanish, Chinese, and/or other languages requested by CSC members up to a total of 5,000 words per translation. CONTRACTOR will also obtain two (2) simultaneous interpreters, as requested by DISTRICT and Co-Leads, two same language interpreters needed for 2-hour meetings for up to 3 hours (minimum of a 2-hour meeting, plus 30 min in advance to test technology), and headsets rentals for in-person meetings, as needed.

Deliverables

- Translations of monthly steering committee meeting materials and other files, as needed;
- Simultaneous interpretation for CSC meetings; and
- Accounting records for translation and interpretation services.

Task 2.3 Childcare coordination

CONTRACTOR will coordinate the provision of in-person childcare for in-person CSC meetings, as requested by CSC members and the public, to support full attendance and participation of CSC members who are parents/guardians.

Deliverables

- Childcare for CSC meetings; and
- Accounting records for childcare payments.

Task 2.4 Food coordination

To support full attendance and participation, CONTRACTOR will coordinate local healthy food, refreshments, and water for in-person meetings or gift cards for food delivery (up to \$25 per person for either in-person or remote meetings). CONTRACTOR shall consult with the Co-Leads and DISTRICT prior to procuring food and refreshments.

Deliverables

- Food provision for CSC meetings; and
- Accounting records for food payments.

Task 3 Stipend and transportation reimbursement distribution for CSC members

CONTRACTOR will administer stipend payments to CSC members and coordinate annual tax forms (W-9) for up to twenty-five (25) eligible CSC members who are eligible and request to be compensated for their participation on the CSC. Steering Committee members will be compensated at a rate of \$150 per meeting (an estimate based on \$75 per hour for Accounting Steering Committee members' attendance at a two-hour meeting). CONTRACTOR will distribute stipends on an invoice and reimbursement basis, at a maximum of \$750 per person, quarterly. Transportation reimbursement will be based on current Internal Revenue Service standard mileage rates, or on actual cost of other forms of transportation, as determined from Committee members providing receipts for other forms of transportation with a cap at \$25 per CSC member per month (The current standard mileage rate is 65.5 cents per mile). CONTRACTOR will track stipends and reimbursements and follow up with Steering Committee members to ensure the processing of payments.

Deliverables

- Record of CSC stipends and travel reimbursements (can be included in monthly invoices); and
- Creation of a stipend tracking spreadsheet and transportation reimbursement form

Task 4. Capacity-building for CSC members and CERP development

CONTRACTOR will provide up to three (3) trainings for community members that support the content development of the CERP on topics such as the effective collaboration between government agencies and community residents and organizations; restorative justice and conflict resolution; community building and group dynamics; and community agreements for healthy and functional Steering Committee operations. Additionally, CONTRACTOR may sub-contract with technical consultants, as determined and selected by DISTRICT, MHCF, and BVHPCA, to provide technical analysis or assistance to inform the development of the CERP.

Deliverables

- Capacity building trainings delivered to CSC members.

Task 5. Miscellaneous

As requested by DISTRICT, MHCF, and BVHPCA, CONTRACTOR will provide additional resources or support to the Bayview Hunters Point/Southeast San Francisco AB 617 CERP process that are not accounted for in other tasks or that require additional funds.

Deliverables

- Monthly accounting records (can be included in monthly invoices).

Task 6. Reporting

CONTRACTOR will collect and provide information to California Air Resources Board (CARB) to meet CARB's reporting requirements two (2) times per year. Requirements include information on public meetings and jobs creation.

Deliverables

- Completed spreadsheet with data on jobs creation, and data detailing attendance at monthly CSC meetings and other public meetings and reported to CARB two (2) times per year.

DRAFT

ATTACHMENT B

COST SCHEDULE

Labor Costs:

DISTRICT shall pay CONTRACTOR according to the hourly rate table below for labor costs related to services described in this Contract Scope of Work and up to the Not-to-Exceed (NTE) budget of \$164,600.00. Budget funds may be reallocated between tasks after CONTRACTOR receives written approval from DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in exceeding the budget NTE. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month, including the staff person and hourly rate by task and sub-task in accordance with Section 8 (“Payment”) of this Contract.

Labor: DISTRICT will pay CONTRACTOR for time spent completing the tasks outlined in the Scope of Work at the hourly rates by staff person and the labor budget in the following tables:

Role/ Title	Staff Name	Hourly Rate
Executive Director	Andrea Baker	\$277/hr
Project Manager	Marsha Maloof	\$200/hr
Junior Project Manager	To be named	\$135/hr
Assistant Project Manager	To be named	\$110/hr

Labor Costs Budget Table

Task	Description	Cost
1	Support Project Management, Planning and Execution of the CSC meetings	
1.1	Conduct project management for CSC Meetings and facilitate planning meetings	\$72,450.50
1.2	Administer, prepare for, and host CSC Meetings	\$21,344.50
2	Coordinate logistics for Community Steering Committee meetings	
2.1	Secure meeting locations in the Bayview Hunters Point community and coordinate logistics for in-person Community Steering Committee meetings	\$9,595.75
2.2	Materials translation and simultaneous interpretation into up to 3 languages (Chinese, Spanish, and others identified)	\$11,245.75
2.3	Child Care Coordination	\$3,945.75
2.4	Food Coordination	\$11,885.75
3	Stipend and transportation reimbursement distribution for CSC members	\$15,820

4	Capacity-building for CSC members and CERP development	\$5,046.50
5	Miscellaneous	\$2,031
6	Reporting	\$11,234
	LABOR TOTAL	\$164,600.00

Materials & Administrative Costs:

DISTRICT will reimburse CONTRACTOR for actual expenses incurred, up to a maximum of \$150,400.00 to cover all materials and incidentals necessary for CONTRACTOR to complete the tasks outlined in the Scope of work in (including CONTRACTOR’s travel costs, venue rental, printing of meeting materials, audio-visual equipment, and refreshments for meetings), as well as to cover CONTRACTOR’s administrative costs in accordance with the Materials and Incidentals Budget table below. CONTRACTOR will invoice DISTRICT for the materials and administrative costs as they are incurred in accordance with Section 8 (“Payment”) of this Contract. Any changes to these amounts must be approved in writing by DISTRICT in advance.

Materials and Incidentals Budget Table

Anticipated Expenses & Fees for Reimbursement	Quantity	Rate	Total Project Amount
Childcare*	8 CSC meetings	\$1,000 per meeting	\$8,000.00
Food Catering + Delivery*	8 CSC meetings	\$1,000 per meeting	\$8,000.00
Rental of Meeting Space*	8 CSC Meetings + 8 Subcommittee Meetings (2 groups meet 4 times)	\$525 per meeting	\$8,400.00
Stipends*	20 2-hour meetings for 25 CSC members	stipends: \$75 per person per hour (2-hour meetings = \$3750.00 per steering committee meeting) Transportation reimbursement: 65.5 cents per mile and \$25	\$75,000.00 stipends total \$10,000 transportation reimbursements total

		cap reimbursement per person per meeting	
Translation *	Spanish and Chinese translation	\$0.25 per word \$700-\$2000 per meeting	\$16,000.00
Interpretation	8 meetings, 2 interpreters per language	\$1,000 per meeting	\$8,000.00
Sub-contractors			\$17,000.00
Sub-total			\$150,400.00
Labor Costs Budget			\$164,600.00
Contract Total			\$315,000.00

Total cost of Contract not to exceed \$315,000.00.

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: November 1, 2023

Re: Authorization to Extend the Term and Increase the Total Dollar Amount of the Master Services Agreement with the Marie Harrison Community Foundation for the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (AB 617)

RECOMMENDED ACTION

Authorize the Executive Officer/ APCO to extend the term of the Master Services Agreement (MSA) with the Marie Harrison Community Foundation from October 31, 2023, to November 30, 2024, and increase the current contract limit by \$150,000 from \$90,000 to \$240,000, for continued agenda planning and outreach support for the development of the Bayview Hunters Point/ Southeast San Francisco's AB 617 Community Emissions Reduction Plan (CERP).

BACKGROUND

The Air District's Community Health Protection Program works to reduce community exposure to air pollutants by partnering with Bay Area Communities to plan and implement Assembly Bill 617 (AB 617, C. Garcia, Chapter 136, Statutes of 2017). Following the Air District's nomination, the California Air Resources Board (CARB) formally designated Bayview Hunters Point/Southeast San Francisco as an AB 617 community on February 23, 2023. The Air District is co-leading this effort with two community groups, the Marie Harrison Community Foundation, and the Bayview Hunters Point Community Advocates. Together, the Air District and its Co-Leads established a Community Steering Committee (CSC) in Bayview Hunters Point/ Southeast San Francisco that will guide the development of a CERP.

In the current MSA with the Marie Harrison Community Foundation supported the Bayview Hunters Point AB617 site nomination and the initial development of the CSC project infrastructure from February 11, 2023, to October 31, 2023, for \$85,096. Staff from the Marie Harrison Community Foundation conducted outreach for AB617 site nomination, recruited community members to apply the CSC, reviewed and scored applications, and have helped plan the initiation of the CSC at weekly meetings. The CSC recruitment process resulted in the selection of 22 members. The CSC has met twice, the first time at a Meet and Greet on July 12, 2023 and the second time at an Orientation meeting on August 1, 2023. The meetings were designed to introduce CSC members to each other to familiarize the group with the process of

developing a CERP. Air District staff have been working to bring on-board a facilitation and logistics consultant to begin the public CSC meetings and pending Board approval, expect to have a facilitator on board in mid-November.

DISCUSSION

To support the BVHP CSC in their development of a CERP, Air District staff seek continued support from Marie Harrison Community Foundation for the Bayview Hunters Point/ Southeast San Francisco AB 617 Community Steering Committee. The Marie Harrison Community Foundation will provide support with planning and facilitating/ chairing the CSC meetings, supporting individual CSC members, and conducting outreach to engage the BVHP in the CERP development process.

A summary of the contract activities includes the following:

- Planning monthly CSC Meeting agendas and reviewing content with Air District staff.
- Co-facilitating CSC Meetings and CSC subcommittee meetings.
- Checking-in with individual CSC members to ensure they have the support needed to participate in the CERP development process.
- Recruitment and selection of new CSC members to fill vacancies, as needed.
- Community outreach to share the CERP development news and to ensure the BVHP/SESF residents inform the process.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract increase is included in the Fiscal Year End 2024 budget for the AB 617 Program and funded by Community Air Protection Program (CAPP) Implementation Funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Daniel Madrigal
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Draft Marie Harrison Community Foundation - 2022.286 Amendment 1

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.286

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, September 29, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Marie Harrison Community Foundation Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, policy development, and facilitation services related to the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (the “Contract”), which Contract was executed on behalf of CONTRACTOR on December 30, 2022, and on behalf of DISTRICT on February 11, 2023.
2. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend 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 “\$90,000” with “\$240,000.”
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY
FOUNDATION, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Arieann Harrison
Executive Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Authorization to Extend the Term and Increase the Total Dollar Amount of the Master Services Agreement with the Bayview Hunters Point Community Advocates for the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (AB 617)

RECOMMENDED ACTION

Authorize the Executive Officer/ APCO to extend the term of the Master Services Agreement (MSA) with the Bayview Hunters Point Community Advocates from October 31, 2024, to November 30, 2024, and increase the current contract limit by \$150,000 from \$90,000 to \$240,000, for continued agenda planning and outreach support for the development of the Bayview Hunters Point/ Southeast San Francisco's AB 617 Community Emissions Reduction Plan (CERP).

BACKGROUND

The Air District's Community Health Protection Program works to reduce community exposure to air pollutants by partnering with Bay Area Communities to plan and implement Assembly Bill 617 (AB 617, C. Garcia, Chapter 136, Statutes of 2017). Following the Air District's nomination, the California Air Resources Board (CARB) formally designated Bayview Hunters Point/Southeast San Francisco as an AB 617 community on February 23, 2023. The Air District is co-leading this effort with two community groups, the Marie Harrison Community Foundation, and the Bayview Hunters Point Community Advocates. Together, the Air District and its Co-Leads established a Community Steering Committee (CSC) in Bayview Hunters Point/ Southeast San Francisco that will guide the development of a CERP.

In the current MSA, the Bayview Hunters Point Community Advocates supported the initial development of the CSC project infrastructure from May 26, 2023, to October 31, 2024, for \$89,650. Staff from the Bayview Hunters Point Community Advocates reviewed and scored CSC member applications and have helped plan the initiation of the CSC at weekly meetings. The CSC recruitment process resulted in the selection of 22 members. The CSC has met twice, the first time at a Meet and Greet on July 12, 2023, and the second time at an Orientation meeting on August 1, 2023. The meetings were designed to introduce CSC members to each other to familiarize the group with the process of developing a CERP. Air District staff have

been working to bring on-board a facilitation and logistics consultant to begin the public CSC meetings and, pending Board approval, expect to have a facilitator on board in mid-November.

DISCUSSION

To support the BVHP CSC in their development of a CERP, Air District staff seek continued support from Bayview Hunters Point Community Advocates for the Bayview Hunters Point/Southeast San Francisco AB 617 Community Steering Committee. The Bayview Hunters Point Community Advocates will provide support, which may include planning and facilitating/chairing the CSC meetings, supporting individual CSC members, and conducting outreach to engage the BVHP in the CERP development process.

A summary of the contract activities may include the following:

- Planning monthly CSC Meeting agendas and reviewing content with Air District staff.
- Co-facilitating CSC Meetings and CSC subcommittee meetings.
- Checking-in with individual CSC members to ensure they have the support needed to participate in the CERP development process.
- Recruitment and selection of new CSC members to fill vacancies, as needed.
- Community outreach to share the CERP development news and to ensure the BVHP/SESF residents inform the process.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract increase is included in the Fiscal Year End 2024 budget for the AB 617 Program and funded by Community Air Protection Program (CAPP) Implementation Funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Daniel Madrigal
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Draft BVHP Community Advocates 2023.060 - Amendment 1

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.060

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, September 29, 2023.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Bayview Hunters Point Community Advocates** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for outreach, community engagement support, planning, and development services related to the Community Emissions Reduction Plan in Bayview Hunters Point/ Southeast San Francisco (the “Contract”), which Contract was executed on behalf of CONTRACTOR on April 24, 2023, and on behalf of DISTRICT on May 26, 2023.
2. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend 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 “\$90,000” with “\$240,000.”
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

BAYVIEW HUNTERS POINT COMMUNITY
ADVOCATES

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Michelle Pierce
Executive Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: November 1, 2023

Re: Authorization to Execute a Contract with NFP Retirement, Inc.

RECOMMENDED ACTION

Recommend the Board of Directors (Board) authorize the Executive Officer/APCO to execute a contract with RFP Retirement, Inc. for an amount not to exceed \$88,500 for a term of three years.

BACKGROUND

The Air District provides a deferred compensation plan (457b) and money purchase pension plan (401a) to eligible employees as part of their benefits package. These retirement plans are administered by a plan provider. In addition to having a plan provider, the Air District utilizes an outside consultant to provide advisory services on these retirement plans, which resulted in cost savings to both the Air District and its participants.

DISCUSSION

A Request for Proposal (RFP) was issued on May 16, 2023 to find a qualified consultant to provide advisory services to the Air District's retirement plans, including:

- Investment Advisory
- Review of Investment Policy Statement
- Employee Education and Communication Services
- Plan Governance and Committee Assistance
- Conducting a Request for Proposals for a New Plan Provider

The Air District received three submissions in response to this RFP. The proposals were reviewed by a three-person review panel. The panel scored the proposals received based on six evaluation criteria outlined in the RFP. Based on the evaluation criteria set forth in the RFP, the panel determined that NFP Retirement, LLC is the most suitable choice to meet the service requirements outlined in the RFP.

NFP Retirement, LLC has extensive experience providing retirement advisory services to government agencies similar to the Air District. The panel found the methodology, approach, and services proposed by NFP Retirement, LLC to be more comprehensive compared to the other two bidders, and the cost is the lowest considering the services they will provide and the experienced members who will be assigned to this project.

A scoring summary of the RFP is included in the table below:

	Total	A - Proposal	A-1 Expertise	A-2 Skill	A-3 Approach	A-4 Cost	A-5 References	A-6 Local Business	A-7 Certified Green Business
Supplier	/100 pts	/100 pts	/20 pts	/20 pts	/15 pts	/20 pts	/15 pts	/5 pts	/5 pts
NFP Retirement, Inc.	78.67	78.67	17	17.67	12.33	17.67	14	0	0
Hyas Group	71	71	16	16.67	11	13.67	13.67	0	0
Creative Planning Retirement Services	63	63	17.33	13	10.33	9.667	12.67	0	0

While this contract is not for more than \$100,000, the accumulated spending for the past three years with this vendor will exceed \$100,000 for similar services. The prior contract with NFP Retirement, Inc. (Contract No. 2018.042) was for an amount not to exceed \$98,500.

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 budgeted in future fiscal years.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Judy Yu
Reviewed by: Hyacinth Hinojosa

ATTACHMENTS:

- 1. Draft Contract No. 2023.200 - NFP

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.200

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 **NFP Retirement, Inc.** (“CONTRACTOR”) whose address is 120 Vantis St, Aliso Viejo, CA 92656.
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 November 1, 2023 to December 31, 2026 unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
7. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
 - B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall 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 \$88,500.
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 \$88,500. 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. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: NFP Retirement, Inc.
120 Vantis Street
Aliso Viejo, CA 92656
Attn: Vince Learned

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

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

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

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

15. PUBLICATION

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

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

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

16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the

basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability, and shall comply with the provisions of the California Fair Employment & Housing Act (Gov. Code, §§12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

18. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’S premises.
19. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
20. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
21. ATTORNEYS’ FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.
22. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a party’s own action or inaction, then such cause shall not excuse that party from performance under this Contract.
23. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

24. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein, shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
25. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
26. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
27. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT, and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
28. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NFP RETIREMENT, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Joel Shapiro
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

DRAFT

ATTACHMENT A

SCOPE OF WORK

Background

DISTRICT seeks assistance with its 457(b) and 401(k) deferred compensation plans (PLAN), including fiduciary support, investment analysis, holistic benefits design, fee benchmarking, target date fund consulting, and employee engagement. CONTRACTOR has extensive experience with government plan options and in providing fiduciary and retirement plan advisory services and plan analysis.

CONTRACTOR's services under this agreement will not include any services with respect to DISTRICT investments offered through a self-directed broker account or brokerage window, or any similar investment vehicle.

Task 1. CONTRACTOR shall provide plan sponsor investment advisory services to DISTRICT. The purpose of these services is to provide DISTRICT with investment advice and due diligence services with the goal of establishing a logical, technical, and comprehensive process that is consistently employed in the selection and ongoing monitoring of funds for PLAN sponsors and individuals while following DISTRICT's Investment Policy Statement (IPS) to arrive upon, or facilitate prudent investment-related recommendations. CONTRACTOR's services shall include, but are not limited to:

- a. Serving as a Fiduciary to DISTRICT's PLAN under the Employee Retirement Income Security Act of 1974 (ERISA).
- b. Providing PLAN investment structure evaluation and ongoing review.
- c. Providing PLAN fee structure evaluation and ongoing review.
- d. Providing consulting, management and development of DISTRICT's IPS. CONTRACTOR will evaluate DISTRICT's existing IPS and provide recommendations that are consistent with assisting DISTRICT in making prudent investment decisions.
- e. Reviewing and analyzing DISTRICT's PLAN existing managers and mutual funds.
- f. Providing Target Date Fund and Qualified Default Investment Alternative suitability review and selection.
- g. Providing short-term cash alternatives review and selection.
- h. Conducting investment manager and mutual fund searches.
- i. Conducting investment manager and mutual fund monitoring and due diligence.
- j. Providing quarterly performance reporting and review.
- k. Providing quarterly meeting summaries, including keeping meetings minutes to document discussions and actions.

Task 2. CONTRACTOR shall provide fiduciary support services to DISTRICT including, but not limited to:

- a. Developing and maintaining PLAN governance documents including board resolution, fiduciary acknowledgement and committee charter.
- b. Adhering to ERISA requirements through CONTRACTOR's ERISA Fiduciary Calendar and Plan Management Responsibilities Fiduciary Diagnostic™.
- c. Providing guidance on complying with ERISA 404(c) and 404(a) requirements.
- d. Conducting fiduciary training and education upon DISTRICT request.
- e. Conducting PLAN and benefit design evaluations.

- f. Conducting PLAN annual fee and expense analysis against industry averages.
- g. Conducting PLAN participant demographics review annually.
- h. Conducting PLAN participant education initiatives annually.
- i. Providing legal and compliance updates quarterly.
- j. Distributing a PLAN sponsor newsletter monthly. The newsletter will include industry and marketplace updates, PLAN design and compliance suggestions, and legislative updates.
- k. Maintain a virtual fiduciary file to organize and store plan documentation.

Task 3. CONTRACTOR shall provide benchmarking and PLAN analysis to DISTRICT including, but not limited to:

- a. Providing competitive analysis of PLAN provider services, investments and costs of incumbent and the top 4 alternative bidding providers.
- b. Providing PLAN comparison of fees and revenues for recordkeeping related services, investment management related services, per item administrative fees and transactional fees.
- c. Providing PLAN evaluation of administrative, recordkeeping, compliance, technology, investment management, and employee communication services.
- d. Conducting investment quality compliance for incumbent and alternative PLAN providers.
- e. Conducting negotiations with DISTRICT's incumbent provider PLAN fees and revenues, PLAN lineup changes and service commitments.
- f. Providing assistance with reviewing and selecting appropriate method for allocating plan fees and credits among DISTRICT's PLAN participants.
- g. Providing assistance with selecting, coordinating and reviewing service provider finalist presentations.
- h. Providing an executive summary to document committee discussions and actions.
- i. Ensuring ERISA compliance and providing full report documents 408(b)(2).
- j. Establishing and/or reviewing DISTRICT's non-qualified plan.
- k. Upon DISTRICT request, conducting a Request for Proposal (RFP) as described in Task 5.

Task 4. CONTRACTOR shall provide DISTRICT PLAN participants with investment advisory services. The goal of these services is to help DISTRICT employees make educated and informed choices about the PLAN and employee's investment allocation. CONTRACTOR's services shall include, but are not limited to:

- a. Developing and conducting a financial wellness program.
- b. Providing DISTRICT retiree financial planning seminars as requested by DISTRICT.
- c. Provide executive financial and estate planning sessions as requested by DISTRICT.

Task 5. Upon DISTRICT request, CONTRACTOR shall seek potential plan providers suitable for DISTRICT through an RFP.

Task 5.1: Review DISTRICT's current plan

CONTRACTOR will perform a retrospective review and analysis of the DISTRICT's current retirement providers to identify where current assets and participants are concentrated and includes:

1. Determination of existing participation

2. Review of historical rates
3. Determination of existing investment fund objectives
4. Full disclosure of current fees, charges and expenses
5. Specific determination of any potential deferred sales or surrender charges
6. Review of stable value and fixed interest accounts
7. Review of existing contracts, reports and services offered

CONTRACTOR will use the information to develop objectives for an RFP. The information will allow benchmarking the services, features, fees, plan and investment structure of the current plans with similar public employer plans and provides a foundation on which to address the responsibilities outlined in the Scope of Services of the RFP.

Task 5.2: Develop Request for Proposal (RFP)

A. Develop RFP objectives:

CONTRACTOR will hold meetings with the DISTRICT and other identified decision makers and stakeholders to:

1. **Summarize key strengths / weaknesses** of the current 457 and 401(a) plan, both in terms of investment returns and administrative services,
2. **Develop critical objectives** upon which proposals will be evaluated,
3. **Develop Standards of Performance** for respondents. These will be the contractual measurements upon which performance will be evaluated,
4. **Identify asset categories** to emphasize with prospective respondents (e.g. categories covering the largest number of plan participants and/or greatest amount of assets), and
5. **Finalize data requirements** to prospective respondents.

B. Develop Automated RFP

The automated Deferred Compensation RFP reduces time and costs, facilitates unbiased evaluation of the detailed information contained in proposals and provides an outcome specifically aligned with the DISTRICT's objectives.

The Automated RFP includes the following key components:

1. **Submission requirements**, which become the basis of eligibility for consideration. This can include proposal guarantees for fees, length of contract, legal parameters and other basic requirements respondents must meet in order to be considered.
2. **Primary criteria** are the basis for selecting the finalists. These criteria include fund options and diversity, fund performance standards (key funds, other funds) and all administrative and fund fees, record-keeping services and educational responsibilities.

3. **Secondary criteria** are solicited from all respondents but reviewed only for those respondents who are selected as finalists. These criteria include customer service, information and reporting services, transition services, legal requirements, exit services, general service standards and guarantees.
4. **Performance Standards** which respondents must agree to and which will become part of the contract and are tied to monetary penalties for failure to achieve.
5. **References** for those respondents who are considered finalists.

C. Customize RFP

CONTRACTOR and DISTRICT will review the automated RFP and suggest changes to incorporate into the DISTRICT's objectives and preferences. CONTRACTOR will work to complete the following:

1. **Modifying the RFP** to include the DISTRICT's recommended changes,
2. **Working with legal counsel** to assure compliance with internal policies and procedures,
3. **Identifying a list of potential respondents** which can be augmented by the DISTRICT,
4. **Distribution of the RFP** to identified respondents,
5. **Attend and facilitate a pre-proposal conference** if desired by the DISTRICT,
6. **Solicit RFP questions** from potential respondents, and
7. **Provide written responses** to questions asked by potential RFP respondents.

D. Evaluate / Analyze Proposals ~ Primary Criteria:

This component includes the use of the proprietary Automated RFP to:

1. **Rank investment returns, risk and expenses on mutual funds and the stable value funds** for all respondents in writing,
2. **Rank investment administrative charges and expenses** in writing for all respondents,
3. **Evaluate and rank the transition, branding and education plans** for both the participants and decision makers,
4. **Discuss and summarize strengths and weaknesses of primary criteria,**
5. **Recommend top finalists** based on primary criteria and the strength of key funds as identified by consultants and the DISTRICT, and
6. **Develop questions** related to investment and administrative issues in each response for use in finalist interviews.

E. Evaluate / Analyze Proposals ~ Secondary Criteria:

This component utilizes the Automated RFP to evaluate secondary criteria for the finalists

and includes:

1. **Executive summary of secondary criteria strengths and weaknesses** for each of the finalists,
2. **Questions and issues to be discussed with each finalist** to clarify their proposal and improve weaknesses, and
3. **Specific issues in primary and secondary criteria** that should be incorporated into reference checking.

F. Finalist Interviews / Recommendations:

The prior components identify questions and issues that form the basis of the finalist interviews. In this component, CONTRACTOR will:

1. **Develop questions / clarifications and issues** for finalist review and response before finalist interviews,
2. **Lead the finalist interviews** and develop an agenda and written questions / issues which are provided to finalists in advance of the interviews to permit their preparation of written responses (which are incorporated into the final contract),
3. **Debrief with the DISTRICT** on the strengths and weaknesses of respondents and consultant recommendations, and
4. **Debrief with respondents** on strengths and weaknesses of their proposal.

G. Implementation / Transition Services:

After selection of the successful respondent, CONTRACTOR will provide the following services throughout the transition period:

1. **Assist with the selection of funds, mapping RFP standards, guarantees and other mutually agreed upon administrator actions** from the RFP to appropriate documents,
2. **Leading a transition meeting** to assign responsibilities and timeframes to the implementation process and acting as a liaison on behalf of the DISTRICT with the provider(s),
3. **Monitor the transition** to insure the provider is adhering to the timeline, key dates are met and provide resolution to issues and delays,
4. **Review all communications and documents from the provider** by CONTRACTOR and consulting manager prior to release, and
5. **Conduct the mapping** of existing funds to proposed funds.

H. Contract Review

1. **Review of initial provider documents** to assure that the proposed services are incorporated into the appropriate legal agreements between the plan sponsor and the

successful provider(s), and

2. **Review of plan documents** to assure that current legislative options and RFP proposed services are incorporated into the formal plan document that is provided to plan participants.

I. Communication with Participants / Stakeholders:

Throughout the RFP selection process, CONTRACTOR will work with DISTRICT to accomplish the following steps:

1. **Develop initial communication** to participants and other identified recipients to disclose the beginning of a review and selection process covering their defined contribution / deferred compensation benefit plans,
2. **Describe initial responses and preliminary evaluation of primary criteria** to re-enforce key objectives and keep participants and others informed of the progress,
3. **Summarize preliminary recommendations** to final decision-makers to assure that any concerns or issues are addressed prior to final actions, and
4. **Summarize final recommendation and supporting rationale** to participants and the DISTRICT.

ATTACHMENT B

COST SCHEDULE

DISTRICT shall pay CONTRACTOR a fixed cost of \$29,500 annually for the services outlined in Attachment A, Scope of Work. CONTRACTOR shall invoice DISTRICT quarterly and in accordance with the table below and with Section 8, Payment, of this Contract.

	Quarterly Invoice Amount	Annual Total
Year 1 (11/01/23 – 12/31/24)	\$7,375	\$29,500
Year 2 (01/01/25 – 12/31/25)	\$7,375	\$29,500
Year 3 (01/01/26 – 12/31/26)	\$7,375	\$29,500

Total cost of Contract not to exceed \$88,500.

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: November 1, 2023

Re: Authorization to Execute Contract Amendments for Website Maintenance and Improvements in the amount of \$440,335

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute contract amendments in the amount of \$440,335 for the maintenance, operations, and development of the BAAQMD website and related services listed in Table 1.

Table 1

Vendor	Total Contracted Amount	Procurement Method	Service Description	Modular Task Orders	Not to Exceed for this Authorization
Malinda Lai	\$557,456	RFQ# 2022-019	Manage and execute infrastructure support services for the Web Services and Content Management System (CMS)	TO #10 Web Services	\$10,920
Cylogy	\$3,761,925	RFQ# 2022-019	Manage and execute infrastructure and application support services for the Web Services and Content Management System (CMS).	TO #10 Web Services	\$429,415
					\$440,335

BACKGROUND

The Air District website offers easy online access to services like applying for grants, paying fees, accessing the My Air Online System, reporting air pollution, registering equipment, accessing District meetings, subscribing to District news and alerts, downloading widgets, supporting the diversity in our communities with multilanguage support. A primary objective of the BAAQMD website is to serve the constituents of the Bay Area by providing real-time and forecasted air quality information using the highest quality data and scientifically validated methods, including unhealthy conditions, and sharing ways to reduce air pollution. These online

services require the support of external vendors to achieve the District’s business objectives and serve the community.

Funding for these services is requested twice each fiscal year. At these intervals, the past period's accomplishments and planned objectives for the next period are presented to the Board. This request is the second request for FY 2024.

DISCUSSION

In the past period, the accomplishments were:

- Public Facing Notice of Violation Lookup Tool
- Implemented the first phase of Content Translation for the District Website
- Secure sign-on for the Air District’s Content Management System
- Updated the Annual Report
- Enhanced the Rules System
- Performed Software upgrades and security patches

In the next period, the business objectives for the website services are:

- Providing public access to permit documents for all facilities through the website
- Providing public access to complaints about permitted facilities
- Expanding the Air District subscription center to allow texting to improve our subscription rate
- Expanding website accessibility for ADA compliance
- Second phase of translation to languages other than English for the District Website
- Access to Air District Maps from mobile devices
- Update the Annual Report
- Updates to types and format of Air Quality Data
- Software upgrades and security patches

Table 2 below lists the detailed technical tasks for the next period's business objectives and their implementation schedules.

Staff recommends the continued use of our existing vendors as they are in good standing and well-qualified to meet the District’s business needs effectively and efficiently. The vendors are competitively selected through the District’s procurement process every three years, last conducted in 2022 under RFQ# 2022-219.

Table 2

Code	Project Name	Project Type	Project Description	Business Impact	Requested Start Date	Estimated End Date
P1	Expansion of Website Content Translation	Expansion	Second phase of translation to languages other than English for the District Website	Air District Wide	1-Oct-23	31-Dec-23
P2	Share Controls	Replacement	Replacement of previous share controls which were retired due to end of product life.	Air District Wide	1-Jul-23	31-Dec-23
P3	Responsive Expansion for Maps	Expansion	Access to District Maps from mobile devices	Air District Wide	1-Jul-23	31-Jan-24
P4	Online Usage Analytics	Replacement	Improve usage visibility, gain insight on user interaction and intent, and tailor experiences.	Communications / Online Services	1-Nov-23	31-Jan-24
P5	Event Level Notification Customizations	Modification	Stakeholder customizations to enable content editor access to email blast setup.	Community Engagement / Executive Office	1-Jul-23	31-Jan-24
P6	Map Automation	Modification	Data automation for facilities and air monitoring maps.	Meteorology	1-Oct-23	29-Feb-24
P7	Subscription Center	New Implementation	Expanding the District subscription center to allow texting to improve our subscription rate	Air District Wide	1-Jan-22	31-Mar-23
P8	VMT Data Display	New Implementation	Web support for collaborative efforts with MTC	Planning	1-Jan-23	31-Mar-24
P9	Search Enhancements	Modification	Expansion of search capabilities, filters, SEO	Air District Wide	1-Nov-23	31-Mar-24
P10	Annual Report 2023	New Implementation	Update the Annual Report	Communications	1-Jan-24	31-May-24
P11	Azure File Management & Streaming	Replacement	CDN and Integrated data storage solution for data and web applications. This data may include various documents, images, videos, backups and more.	Air District Wide	1-Mar-23	30-Jun-24
P12	Document Remediation API Integration	New Implementation	Automated API remediation of Board and Permit documents.	Engineering / Executive Office	1-Jan-24	30-Jun-24
P13	Video Interface Enhancements	Expansion	Improvements to video interface and viewing options.	Air District Wide	1-Jul-23	30-Jun-24
P14	CMS Conversion to SaaS Evaluation	Modification	Evaluation for Content Management System conversion.	Online Services	1-Apr-24	30-Jun-24
P15	Air Quality Data Calculation Modifications	Modification	Updates to types and format of Air Quality Data	Meteorology	1-Mar-23	30-Jun-24
P16	CivicClerk API Integration	Expansion	API integration to enable document transfer from CivicClerk plus automation of Board Meetings.	Executive Office	1-Jan-24	30-Jun-24
P17	Complaints Lookup Tool	New Implementation	Providing public access to complaints about permitted facilities	Legal and Enforcement	1-Mar-23	30-Jun-24
P18	Online Permit Lookup Tool	New Implementation	Providing public access to permit documents for all facilities through the website	Engineering and Legal	1-Feb-23	30-Jun-24
P19	Accessibility Enhancements	Modification	Expanding website accessibility for ADA compliance	Air District Wide	1-Nov-23	30-Jun-24

BUDGET CONSIDERATION/FINANCIAL IMPACT

If approved, the \$440,355 requested for the contract recommendations are included in the Online Services (309) program budget for the fiscal year-end 2024.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Patricia Roman
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Cylogy Contract No. 2020.102 - Amendment 10
2. Draft Malinda Lai Contract No. 2015.117 - Amendment 15

AMENDMENT NO. 10 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.102

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 24, 2023, and consists of 3 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Cylogy, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for backend website content management system integration, customization and infrastructure support (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 28, 2020, and on behalf of DISTRICT on June 3, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated December 2, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 22, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract, and to replace Task Order No. 2 executed under the Contract with Task Order No. 2-A.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated September 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated April 29, 2022, for reference purposes only, to amend the term and total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated July 26, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES entered into Amendment No. 7 to the Contract, dated October 3, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
9. The PARTIES entered into Amendment No. 8 to the Contract, dated May 15, 2023, for reference purposes only, to amend the total maximum cost of the Contract.

10. The PARTIES entered into Amendment No. 9 to the Contract, dated May 24, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
11. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services described in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
12. 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 "\$3,332,510" with "\$3,761,925."
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

CYLOGY, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Lindsay Sullivan
Practice Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

AMENDMENT NO. 15 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2015.117

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 23, 2023, and consists of 5 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Malinda Lai** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for ongoing support, maintenance, development, and other web-related tasks on the DISTRICT websites and third-party web applications (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 10, 2015, and on behalf of DISTRICT on July 27, 2015.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 16, 2016, for reference purposes only, to amend the term of, total maximum cost of, and the total recovery amount under the Contract, and to replace Attachment B, "Cost Schedule," in the Contract with Attachment B-1, "Cost Schedule."
3. The PARTIES entered into Amendment No. 2 to the Contract, dated March 16, 2017, for reference purposes only, to amend the term of, total maximum cost of, the total recovery amount under, and the DISTRICT's address information in the Contract, and to replace Attachment B-1, "Cost Schedule," and its references with Attachment B-2, "Cost Schedule."
4. The PARTIES entered into Amendment No. 3 to the Contract, dated November 3, 2017, for reference purposes only, to amend the total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-2, "Cost Schedule," and its references with Attachment B-3, "Cost Schedule."
5. The PARTIES entered into Amendment No. 4 to the Contract, dated February 27, 2018, for reference purposes only, to amend the term of, the total maximum cost of, and the total recovery amount under the Contract, and to replace Attachment B-3, "Cost Schedule," and its references with Attachment B-4, "Cost Schedule."
6. The PARTIES entered into Amendment No. 5 to the Contract, dated June 25, 2018, for reference purposes only, to amend the total maximum cost of, and the total recovery

amount under, the Contract, and to replace Attachment B-4, "Cost Schedule," and its references with Attachment B-5, "Cost Schedule."

7. The PARTIES entered into Amendment No. 6 to the Contract, dated September 17, 2018, for reference purposes only, to amend the total maximum cost of, and the total recovery amount under, the Contract and to replace Attachment B-5, "Cost Schedule," and its references with Attachment B-6, "Cost Schedule."
8. The PARTIES entered into Amendment No. 7 to the Contract, dated December 27, 2018, for reference purposes only, to amend the total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-6, "Cost Schedule," and its references with a new Attachment B-6, "Cost Schedule."
9. The PARTIES entered into Amendment No. 8 to the Contract, dated April 23, 2019, for reference purposes only, to amend the term of, total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-6, "Cost Schedule," and its references with Attachment B-7, "Cost Schedule."
10. The PARTIES entered into Amendment No. 9 to the Contract, dated June 2, 2020, for reference purposes only, to amend the term, of the total maximum cost of, and the total recovery amount under the Contract, and to replace Attachment B-7, "Cost Schedule," and its references with Attachment B-8, "Cost Schedule."
11. The PARTIES entered into Amendment No. 10 to the Contract, dated December 7, 2020, for reference purposes only, to amend the total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-8, "Cost Schedule," and its references with Attachment B-9, "Cost Schedule."
12. The PARTIES entered into Amendment No. 11 to the Contract, dated April 12, 2021, for reference purposes only, to amend the term and total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-9, "Cost Schedule," and its references with Attachment B-10, "Cost Schedule."
13. The PARTIES entered into Amendment No. 12 to the Contract, dated May 3, 2022, for reference purposes only, to amend the term of, the total maximum cost of, and the total recovery amount under the Contract, and to replace Attachment B-10, "Cost Schedule," and its references with Attachment B-11, "Cost Schedule."
14. The PARTIES entered into Amendment No. 13 to the Contract, dated September 29, 2022, for reference purposes only, to amend the total maximum cost of, and the total recovery amount under, the Contract, and to replace Attachment B-11, "Cost Schedule," and its references with Attachment B-12, "Cost Schedule."

15. The PARTIES entered into Amendment No. 14 to the Contract, dated May 30, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
16. The PARTIES seek to further 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 term and total maximum cost.
17. 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 "\$534,776" with "\$557,456."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$534,776" with "\$557,456."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-13, "Cost Schedule," with the attached Attachment B-14, "Cost Schedule," and agree that all references in the Contract to Attachment B-13 shall be deemed to refer to Attachment B-14, "Cost Schedule."
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

MALINDA LAI

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Malinda Lai
Contractor

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT B-14

COST SCHEDULE

Contractor: Malinda Lai

Rate: \$60 per hour for work performed through April 30, 2023;
\$80 per hour for work performed beginning May 1, 2023, through the end of the Term of this Contract.

Term	Not to Exceed Cost
July 1, 2015 – June 30, 2016	\$65,000
July 1, 2016 – June 30, 2017	\$26,995
July 1, 2017 – June 30, 2018	\$57,767
July 1, 2018 – June 30, 2019	\$65,000
July 1, 2019 – June 30, 2020	\$77,007
July 1, 2020 – June 30, 2021	\$84,302
July 1, 2021 – June 30, 2022	\$28,678
July 1, 2022 – June 30, 2024	\$152,707
Total cost:	557,456

Total cost of Contract not to exceed \$557,456.

BOARD MEETING DATE: November 1, 2023

REPORT: Legislative Committee

SYNOPSIS: The Legislative Committee (Committee) held a meeting on Wednesday, October 4, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:
Receive and file.

Margaret Abe-Koga, Chair
Legislative Committee

MAK:mh

Committee Members

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Margaret Abe-Koga; Board Chairperson John J. Bauters; and Director 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 Ken Carlson, Joelle Gallagher, and Erin Hannigan.

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

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

Absent: Vice Chairperson Tyrone Jue; and Directors Noelia Corzo and Ray Mueller.

Call to Order

Chair Abe-Koga called the meeting to order at 12:30 p.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.

INFORMATIONAL ITEMS (Items 4 – 7)

4. STATE LEGISLATIVE BUDGET UPDATE

Mr. Abbs gave the staff presentation *State Legislative Budget Update*, including: presentation for information only; outline; and proposed State Budget (Fiscal Year 23/24) versus previous year.

Public Comments

No requests received.

Committee Comments

None.

Committee Action

None; receive and file.

5. AIR DISTRICT – SPONSORED BILLS

Mr. Abbs gave the staff presentation *Air District-Sponsored Bills*, including: presentation for information only; outline; Assembly Bill (AB) 536 (Wilson) – Bay Area Air Quality Management Advisory Council: compensation; AB 953 (Connolly and Hart) – Coastal resources: Voluntary Vessel Speed Reduction and Sustainable Shipping Program; AB 1465 (Wicks) – Nonvehicular air pollution: civil penalties; and AB 1609 (Garcia) – Air pollution: motor vehicle registration: pollution reduction.

Public Comments

No requests received.

Committee Comments

None.

Committee Action

None; receive and file.

6. STATE LEGISLATIVE UPDATE

Mr. Abbs gave the staff presentation *State Legislative Update*, including: presentation for information only; outline; and position bill updates on the following bills:

- AB 50 (Wood) – Public Utilities: Timely Service: Customer Energization

- AB 698 (Essayli) – Energy: Gas Stoves
- AB 817 (Pacheco) – Open Meetings: Teleconferencing: Subsidiary Body
- AB 849 (Garcia) – Community Emissions Reduction Programs
- SB 410 (Becker) – Powering Up Californians Act
- SB 415 (Durazo) – Air quality: rules and regulations: socioeconomic impacts assessment
- SB 527 (Min) – Neighborhood Decarbonization Program
- SB 537 (Becker) – Open Meetings: Multijurisdictional, Cross-county Agencies: Teleconferences
- SB 563 (Archuleta) – Air pollution control districts and air quality management districts: dependent and independent special districts: funding
- SB 674 (Gonzalez) – Air pollution: refineries: community air monitoring systems: fence-line monitoring systems
- SB 768 (Caballero) – California Environmental Quality Act: vehicle miles traveled: statement of overriding consideration

Public Comments

No requests received.

Committee Comments

None.

Committee Action

None; receive and file.

7. 2024 BALLOT UPDATES

Mr. Abbs gave the staff presentation *2024 Ballot Updates*, including: presentation for information only; outline; California Initiative #21-0041A1 (The Taxpayer Protection and Government Accountability Act); and Assembly Constitutional Amendment (ACA) 13 (Ward) – voting thresholds.

Public Comments

No requests received.

Committee Comments

None.

Committee Action

None; receive and file.

OTHER BUSINESS

8. COMMITTEE MEMBER COMMENTS

None.

9. TIME AND PLACE OF NEXT MEETING

The next meeting is to be held at the Call of the Chair.

10. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

Adjournment

The meeting was adjourned at 1:08 p.m.

Attachments

#3 – Draft Minutes of the Legislative Committee Meeting of June 7, 2023

#4 – State Legislative Budget Update

#5 – Air District – Sponsored Bills

#6 – State Legislative Update

#7 – 2024 Ballot Updates

BOARD MEETING DATE: November 1, 2023

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee (Committee) held a meeting on Wednesday, October 4, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; receive and file.

John J. Bauters, Chair
Finance and Administration Committee

JB:mh

Committee Members

Present, In-Person (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Abe-Koga, Sergio Lopez, and Katie Rice.

Present, In-Person Satellite Location (Office of Alameda County Supervisor David Haubert, 4501 Pleasanton Ave., Pleasanton, CA 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): Directors Brian Barnacle and Lynda Hopkins.

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

Absent: Directors David Hudson and Tyrone Jue.

Call to Order

Chair Bauters called the meeting to order at 1:12 p.m.

For additional details of the Finance and Administration Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.

ACTION ITEMS (Items 5 – 6)

5. PROPOSED UPDATE OF THE ADMINISTRATIVE CODE

Alexander Crockett, District Counsel, and Amy Ackerman of Renne Public Law Group, gave the presentation *Administrative Code Update Project*, including: outcome; Ad Hoc Committee requested action; project overview; direction from Ad Hoc Committee; Administrative Code vs. policies; effective Board leadership; streamlined standing committees; Board and committee meeting schedules; Advisory Councils and Hearing Board; codified staff roles; more effective and efficient financial practices; efficient governance practices; Board Rules of Procedure; project timeline; and action requested.

Public Comments

Public comments were given by “Call-In-User 1.”

Committee Comments

The Committee and staff discussed who would facilitate a Board meeting, should neither the Chair, nor Vice Chair, be available, given the proposed “Two-Officer Board Leadership Model”; the practicality of Board members having their own Air District email address for Air District-related business; the way in which a new Chair or Vice Chair would be determined, if either officer position became vacant; proposed quorum requirements; and how the proposal for streamlining standing committees was determined; the number of members for each committee.

Committee Action

Vice Chair Hurt made a motion, seconded by Chair Bauters, to recommend the Board **adopt** a comprehensive overhaul of Division I and II of the Administrative Code, replacing those portions of the Code with a new Administrative Code, and **adopt** Rules of Procedure to accompany the new Administrative Code, excluding the proposed provision requiring Board members to use Air District email addresses for Air-District-related business; and the motion **carried** by the following vote of the Committee:

(This item will be noticed at the November 1, 2023, Board of Directors Meeting)

AYES:	Abe-Koga, Barnacle, Bauters, Haubert, Hopkins, Hurt, Lopez, Rice, Ross.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Hudson, Jue.

6. CONDUCT INTERVIEWS AND CONSIDER RECOMMENDING BOARD OF DIRECTORS APPROVAL OF CANDIDATES FOR APPOINTMENT TO THE AIR DISTRICT’S HEARING BOARD

Chair Bauters explained that two Public Category Hearing Board Member terms would expire on October 7, 2023, and become vacant on that date: 1) Principal Member B, and 2) Alternate Member B. As a result, there were two positions to fill. Staff initiated recruitment processes to fill these positions. The job posting remained open for eight weeks, during which time 13 applications were received from candidates interested in serving in these positions. At the September 6, 2023 Finance and Administration Committee meeting, the Committee members designated an Ad Hoc Committee to review all Public Category applications, using established criteria discussed at the meeting, and recommend that five candidates be interviewed at the next Finance and Administration Committee meeting on Wednesday, October 4, 2023. The established criteria included: geographic diversity; whether the applicant qualifies for another Hearing Board category; diversity in professional experience; dedication to community service; and completeness of application. The Ad Hoc Committee met and chose to move six candidates forward to interview, rather than five.

The Committee conducted six interviews:

1. Barbara Toole O’Neil, San Mateo County
2. Qian Tan, Santa Clara County
3. Chuck Leonard, Contra Costa County
4. Danny Cullenward, San Francisco County
5. David Grace, San Francisco County
6. Gena Hilliard, Alameda County

The candidates were asked the following questions by the Committee: their understanding of the Hearing Board’s function and how they would use their own lived experiences to enhance the work of the Hearing Board; what makes them stand out as a candidate, including community service; why they wished to serve on the Hearing Board and how their accomplishments strengthened their candidacy; and whether things from their personal or professional backgrounds may conflict with serving on the Hearing Board.

Public Comments

Public Comments were given by “Call-In-User 1.”

Committee Comments

The Committee and staff discussed the status of the recruitment for the Air District’s Advisory Council seats; the manner in which the Hearing Board Officers (Chair and the Vice Chair) are determined; and how Hearing Board members determine conflict of interest and necessary self-recusal as matters/cases are brought before the Hearing Board.

Committee Action

Vice Chair Hurt made a motion, seconded by Director Rice, to recommend the Board **approve** the appointment of Barbara Toole O’Neil, as Principal Member B in the Public category of the Hearing Board, and of Danny Cullenward as Alternate Member B in the Public category of the Hearing Board; and the motion **carried** by the following vote of the Committee:

(This item will be considered at the November 1, 2023, Board of Directors Meeting)

AYES: Barnacle, Bauters, Haubert, Hopkins, Hurt, Lopez, Rice, Ross.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Hudson, Jue.

OTHER BUSINESS

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEEITNG

Wednesday, October 18, 2023, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Committee members and members of the public will be able to either join in-person or via webcast.

9. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

Adjournment

The meeting was adjourned at 3:58 p.m.

Attachments

- #3 – Draft Minutes of the Finance and Administration Committee Meeting of September 6, 2023
- #4 – Hearing Board Quarterly Report: April - June 2023
- #5 – Proposed Update of the Administrative Code
- #6- Conduct Interviews and Consider Recommending Board of Directors Approval of Candidates for Appointment to the Air District’s Hearing Board

BOARD MEETING DATE: November 1, 2023

REPORT: Stationary Source and Climate Impacts Committee

SYNOPSIS: The Stationary Source and Climate Impacts Committee (Committee) held a meeting on Wednesday, October 11, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Lynda Hopkins, Chair
Stationary Source and Climate Impacts Committee

LH:mh

Committee Members

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Committee Chairperson Lynda Hopkins; and Director Myrna Melgar.

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

Present, In-Person Satellite Location (Palo Alto City Hall, 250 Hamilton Ave., 7th Floor, 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 Floor, San Jose, California, 95110): Director Otto Lee.

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

Absent: Board Chairperson John J. Bauters; and Directors Noelia Corzo and Tyrone Jue.

Call to Order

Chair Hopkins called the meeting to order at 10:00 a.m.

For additional details of the Stationary Source Committee Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.

INFORMATIONAL ITEM

4. **AMENDMENTS TO REGULATION 8: ORGANIC COMPOUNDS, RULE 18: EQUIPMENT LEAKS**

Alex Sohn, Senior Air Quality Engineer, gave the staff presentation *Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks*, including: outcome; outline; requested action; background (rule purpose, previous rulemaking); heavy liquids study; 2023 draft amendments; and next steps.

Public Comments

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

Committee Comments

The Committee and staff discussed emissions reductions and health benefits that are anticipated to result from this rulemaking; the anticipated level of compliance from industry regarding this rule; whether the Air District anticipates litigation in response to the adoption of this rule; whether this rule is one of the Air District's expedited Best Available Retrofit Control Technology (BARCT) requirements of Assembly Bill (AB) 617 (Community Air Protection Program); whether this rulemaking is currently on schedule; whether the Air District has adequate Compliance & Enforcement resources during and after implementation, should this rule be adopted; whether the Air District has been engaging with laborers who work at petroleum refineries, chemical plants, bulk terminals/plants, and other facilities that store, transport, and use organic liquids to tell them of their exposure to Total Organic Compounds (TOC); and advances in technology that make it easier to monitor TOC emissions.

Committee Action

None; receive and file.

OTHER BUSINESS

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

Public comments were given by David Morrell, Sonoma Ecology Center; and Jan Warren, *Interfaith Climate* Action Network of Contra Costa County.

7. **COMMITTEE MEMBER COMMENTS**

Chair Hopkins announced that Russian River Pride will take place in person for the first time in several years in Guerneville, with various events from October 13 to October 15.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, November 8, 2023, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source and Climate Impacts Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 10:33 a.m.

Attachments

- #3 – Draft Minutes of the Stationary Source and Climate Impacts Committee Meeting of September 13, 2023
- #4 – Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks

BOARD MEETING DATE: November 1, 2023

REPORT: Mobile Source and Climate Impacts Committee

SYNOPSIS: The Mobile Source and Climate Impacts Committee (Committee) held a meeting on Wednesday, October 11, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

- 4. **Projects and Contracts with Proposed Grant Awards Over \$500,000** – Recommend the Board **approve** recommended projects with proposed grant awards over \$500,000; and **authorize** the Executive Officer/Air Pollution Control Officer (APCO) to enter into all necessary agreements with applicants for the recommended projects;
- 5. **Participation in 2023-2024 Funding Agricultural Reduction Measures for Emissions Reductions (FARMER) Incentive Program** – Recommend the Board **authorize** the Air District to accept, obligate, and expend up to \$3.4 million in the new Fiscal Year 2023-2024 State funds from the California Air Resources Board (CARB) for the FARMER program; **adopt** a resolution to authorize the Air District’s participation in the FARMER program; and **authorize** the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding, and to execute grant agreements and amendments for projects with individual grant award amounts up to \$500,000
- 6. **Updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025 and a Request from Alameda County Transportation Commission for Approval of a Cost-Effectiveness Limit for a FYE 2024 Project** – Recommend the Board **approve** proposed updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025; and **approve** the proposed cost-effectiveness limit to enable Alameda County Transportation Commission (Alameda CTC) to award FYE 2024 TFCA 40% funds to an arterial management project

Myrna Melgar, Chair
Mobile Source and Climate Impacts Committee

MM:mh

Committee Members

Present, In-Person (Bay Area Metro Center (375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Chairperson Myrna Melgar; Vice Chairperson Sergio Lopez; and Directors Juan Gonzalez, Lynda Hopkins, and Ray Mueller.

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

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

Absent: Board Chairperson John J. Bauters; and Directors David Hudson, Shamann Walton, and Steve Young.

Call to Order

Chair Melgar called the meeting to order at 1:01 p.m.

For additional details of the Mobile Source Committee Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.

ACTION ITEMS (Items 4 – 6)

4. PROJECTS AND CONTRACTS WITH PROPOSED GRANT AWARDS OVER \$500,000

Clair Keleher, Senior Staff Specialist, gave the staff presentation *Projects and Contracts with Proposed Awards Over \$500,000*, including; outcome; outline; Carl Moyer Program/Mobile Source Incentive Fund (CMP/MSIF), Community Air Protection Program (CAPP), and Funding Agricultural Replacement Measures for Emission Reductions (FARMER); Transportation Fund for Clean Air (TFCA); Reformulated Gas Settlement Funds (RFG) Zero-Emission Grant Program; proposed projects; incentive funds awarded and remaining since July 2023 by project category and county; benefits to priority areas since July 2023; and actions requested.

Public Comments

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

Committee Comments

The Committee and staff discussed the desire to see funding allocations more geographically balanced in the future; the manner in which low-income areas are prioritized into the application evaluation process; whether applicants have access to matching funds for their projects; and whether the motor vehicle registration surcharge fee with 40% of funds distributed to the nine Bay Area congestion management agencies includes electric vehicles (EV) or solely combustion vehicles.

Committee Action

Director Gonzalez made a motion, seconded by Director Hopkins, to recommend the Board **approve** recommended projects with proposed grant awards over \$500,000; and **authorize** the Executive Officer/Air Pollution Control Officer (APCO) to enter into all necessary agreements with applicants for the recommended projects; and the motion **carried** by the following vote of the Committee:

AYES: Gioia, Gonzalez, Hopkins, Lee, Lopez, Melgar, Mueller.
NOES: None.
ABSTAIN: None.
ABSENT: Bauters, Hudson, Walton, Young.

5. **PARTICIPATION IN 2023-2024 FUNDING AGRICULTURAL REDUCTION MEASURES FOR EMISSIONS REDUCTIONS (FARMER) INCENTIVE PROGRAM**

Adriana Kolev, Senior Staff Specialist, gave the staff presentation *Participation in FARMER Incentive Program Year 23-24*, including; action items; outline; FARMER Program; FARMER Year 23-24; and funding; requested actions.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether the FARMER program is the only funding program that requires an Air District resolution authorizing the Air District’s participation (accepting State funds), or whether that is required for all funding programs.

Committee Action

Director Mueller made a motion, seconded by Director Hopkins, to recommend the Board **authorize** the Air District to accept, obligate, and expend up to \$3.4 million in the new Fiscal Year 2023-2024 State funds from the California Air Resources Board (CARB) for the FARMER program; **adopt** a resolution to authorize the Air District’s participation in the FARMER program; and **authorize** the Executive Officer/APCO to enter into all agreements necessary to accept, obligate, and expend this funding, and to execute grant agreements and amendments for projects with individual grant award amounts up to \$500,000; and the motion **carried** by the following vote of the Committee:

AYES: Gioia, Gonzalez, Hopkins, Lee, Lopez, Melgar, Mueller.
NOES: None.
ABSTAIN: None.
ABSENT: Bauters, Hudson, Walton, Young.

6. **UPDATES TO THE TRANSPORTATION FUND FOR CLEAN AIR 40% FUND POLICIES FOR FISCAL YEAR ENDING (FYE) 2025 AND A REQUEST FROM ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR APPROVAL OF A COST-EFFECTIVENESS LIMIT FOR A FYE 2024 PROJECT**

Dr. Minda Berbeco, Manager in the Strategic Incentives Division, gave the staff presentation *Proposed Updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending 2025*, including: action item; outline; background; timeline for update to FYE 2025 policies; equity; summary of proposed updates for FYE 2025; next steps for future cycles; request for consideration of a cost-effectiveness limit (Policy #3); and recommendation.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the advantages and disadvantages of providing subgrantees (including projects that are directly sponsored by the administering agencies) with an extended 24 months to commence their projects (policy #6); regarding Alameda County Transportation Commission & City of Hayward’s Request for Consideration of a Cost Effectiveness Limit of \$250,000/ton (Policy #3), whether other programs have other values for cost effectiveness measures and how the value of \$250,000 was determined); reasons for removing and then adding back the consideration for cost-effectiveness; emissions reduction that are anticipated from arterial management/signal synchronization projects; concern about whether the aforementioned project in Hayward conflicts with the Air District’s objectives; Policy #3 (Eligible Projects and Case-by-Case Approval) and whether Bay Area counties may bring forth requested project exemptions; and the desire for a metric for long-term health and wellness benefits for bike and pedestrian transit (provide additional valuations beyond cost effectiveness).

Committee Action

Director Gonzalez made a motion, seconded by Vice Chair Lopez, to recommend the Board **approve** proposed updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025; and **approve** the proposed cost-effectiveness limit to enable Alameda County Transportation Commission (Alameda CTC) to award FYE 2024 TFCA 40% funds to an arterial management project; and the motion **carried** by the following vote of the Committee:

AYES: Gioia, Gonzalez, Hopkins, Lopez, Melgar, Mueller.
NOES: None.
ABSTAIN: None.
ABSENT: Bauters, Hudson, Lee, Walton, Young.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, November 8, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 1:58 p.m.

Attachments

- #3 - Draft Minutes of the Mobile Source and Climate Impacts Committee Meeting of June 14, 2023
- #4 - Projects and Contracts with Proposed Grant Awards Over \$500,000
- #5- Participation in 2023-2024 Funding Agricultural Reduction Measures for Emissions Reductions Incentive Program
- #6 - Updates to the Transportation Fund for Clean Air 40% Fund Policies for Fiscal Year Ending (FYE) 2025 and a Request from Alameda County Transportation Commission for Approval of a Cost-Effectiveness Limit for a FYE 2024 project

BOARD MEETING DATE: November 1, 2023

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee (Committee) held a meeting on Wednesday, October 18, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; receive and file.

John J. Bauters, Chair
Finance and Administration Committee

JB:mh

Committee Members

Present, In-Person (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; and Directors Sergio Lopez, and Katie Rice.

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

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): Director Mark Ross.

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

Absent: Directors Brian Barnacle, Lynda Hopkins, David Hudson, and Tyrone Jue.

Call to Order

Chair Bauters called the meeting to order at 10:04 a.m.

For additional details of the Finance and Administration 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 FINANCE AND ADMINISTRATION COMMITTEE MEETING OF OCTOBER 4, 2023

Public Comments

Public comments were given by “Happy.”

Committee Comments

None.

Committee Action

Director Rice made a motion, seconded by Vice Chair Hurt, to **approve** the Draft Minutes of the Finance and Administration Committee meeting of October 4, 2023; and the motion **carried** by the following vote of the Committee:

AYES: Abe-Koga, Bauters, Haubert, Hurt, Lopez, Rice.
NOES: None.
ABSTAIN: None.
ABSENT: Barnacle, Hopkins, Hudson, Jue, Ross.

INFORMATIONAL ITEM

4. REPORT FROM THE AUDITOR ON THE MY AIR ONLINE FUNCTION

George Skiles of Sjoberg Evashenk Consulting, Inc., gave the presentation *Performance Audit of My Air Online*, including: audit scope and objectives; background; four preliminary findings; recent observations; and key recommendations.

NOTED PRESENT: Director Ross was noted present at 10:13 a.m.

Public Comments

Public comments were given by “Happy.”

Committee Comments

The Committee and staff discussed whether there is risk in waiting to complete the audit before approving the execution of contracts for My Air Online- related services not to exceed \$2,650,000 for Fiscal Year Ending 2024; concerns about how “insufficient contractor oversight” and “lack of key provisions within vendor contracts” occurred, historically; the anticipated total project cost, compared to the initial project budget from 2004, and the request that the final report lists the project-related expenditures; whether the finished product will be compatible with a permit reporting system; concern regarding the perceived violation of fiduciary trust that has

resulted, and the importance of having public agencies be transparent and accountable; and the need for a project oversight committee and regular reporting requirements (back to the Board.)

Committee Action

None; receive and file.

ACTION ITEMS

5. UPDATE ON DECOMMISSIONING LEGACY PERMITTING AND ENFORCEMENT COMPUTER SYSTEMS, THE IMPLEMENTATION OF THE MY AIR ONLINE REPLACEMENT SYSTEMS AND A REQUEST TO RECOMMEND AUTHORIZATION TO EXECUTE RELATED SERVICE CONTRACTS NOT TO EXCEED \$2,650,000 FISCAL YEAR ENDING 2024

John Chiladakis, Chief Technology Officer, gave the staff presentation *Status of Decommissioning Legacy Permitting and Enforcement Computer Systems and Request to Recommend Contracts for Replacement Systems*, including: outline; requested action; audit work and immediate changes; celebrating the decommissioning of the systems from 1977 and 1999; My Air Online in operation 2012; new functionality as of 2012; September 29, 2023 functionality; audit recommendations (oversight and transparency, project management practices, eliminate vendor lock-in); project roadmap looking forward; costs presented to Board on April 18, 2023; My Air Online budget forecast; level of detail in vendor contracts and amendments; and recommended action.

Public Comments

Public Comments were given by “Happy.”

Committee Comments

The Committee and staff discussed anticipated cost savings regarding the elimination of vendor lock-in, and whether the Air District anticipates challenges with this; recruiting new staff with expert knowledge of modern technology platforms; whether the Data Bank and IRIS programs are still running in parallel with My Air Online, and if so, why; anticipated vendor service retention, after staff learns the new system and technology; and whether there is risk in not moving forward with the recommendation of authorizing the execution of contracts for related services not to exceed \$2,650,000 for Fiscal Year Ending 2024.

Committee Action

Director Rice made a motion, seconded by Vice Chair Hurt, to recommend that the Board **authorizes** the execution of contracts for related services not to exceed \$2,650,000 for Fiscal Year Ending 2024; and the motion **carried** by the following vote of the Committee:

This item will be considered at the November 1, 2023, Board of Directors Meeting.

AYES: Abe-Koga, Bauters, Haubert, Hurt, Lopez, Rice, Ross.
NOES: None.
ABSTAIN: None.
ABSENT: Barnacle, Hopkins, Hudson, Jue.

6. **REMOTE TELECONFERENCING MEETING POLICY FOR STANDING COMMITTEES**

Sharon L. Landers, Interim Chief Operations Officer, gave the staff presentation *Remote Teleconferencing Meeting Policy*, including: outline; requested action; Brown Act requirements for teleconferencing; previous committee discussion; additional remote meeting requirements; process; and requested action.

Public Comments

Public Comments were given by “Happy.”

Committee Comments

The Committee and staff discussed requiring Board members and their staff to receive training with Air District Executive Office staff on how to host remote teleconferencing meetings (Air District staff will no longer travel to remote locations); requiring two points of contact for each remote teleconferencing location; security requirements by cities and counties, as well as at the Doyle Library and Santa Rosa Junior College; the suggestion of eliminating a remote teleconferencing location (for a full calendar year) if that location fails to properly notice a meeting or log onto a meeting correctly; whether committee chairpersons must attend committee meetings in person at 375 Beale Street in San Francisco, and whether they should appoint their committee vice chair to facilitate a committee meeting if they will not attend in person at 375 Beale Street; cost savings by Air District Executive Office staff ceasing to travel to remote teleconferencing locations; the suggestion of renaming Zoom panelist boxes to reflect the Board members’ names, when multiple Board members are at the same remote teleconferencing location; concerns regarding limiting travel (i.e.: teleconferencing locations cannot be within 10-mile drive of another or if less than 10-mile drive, more than 30 minutes commute); and concerns regarding requiring Board members to attend monthly Board meetings in person only.

Committee Action

Chair Bauters made a motion, seconded by Vice Chair Hurt, to direct staff to develop a draft remote teleconferencing meeting policy for standing committees **that the Board will review and Finance and Administration Committee will consider for recommendation for Board adoption on November 1, 2023**, containing the following provisions:

- All of the Brown Act requirements for teleconferencing have been enumerated in the staff report and slide deck and will be part of the policy, to serve as a reminder as to what the standing foundational requirements for remote teleconferencing are.
- The policy can either state objectively or be silent on the fact that there is no limit to the number of remote teleconferencing locations that Board members may utilize. Note: there

are to be no remote teleconferencing locations in San Francisco City/County, as the only meeting location in San Francisco City/County is to be 375 Beale Street.

- The policy can be silent on, and does not restrict, remote teleconferencing locations to the Air District’s 9 county jurisdiction.
- Remote teleconferencing locations are required to have access to Zoom & a speaker phone.
- Board members and their staff must receive training with Executive Office to host remote teleconferencing meeting, not less than one time per calendar year.
- Two points of contact per remote teleconferencing location are to be established.
- Board members’ staff must post agenda(s) not less than 72-hours before meeting, and may be required to send photographs as proof, as requested by Air District staff.
- A written agreement, enumerating obligations and commitments to all requirements established by the Board, will be signed by the Board member (and any required staff) who wishes to host a remote teleconferencing location.
- Remote teleconferencing locations must notice a meeting agenda at least 8 days prior to the meeting date, and any meeting cancellation requests made more than 8 days prior to the meeting date must be cancelled at least 8 days prior to the meeting date. Note: Board members who will no longer be able to attend a meeting after the 8-day period has lapsed must still affirmatively host the location in their absence at that site, through their staff
- Remote teleconferencing locations must be Americans with Disabilities Act (ADA) compliant with the Brown Act & are strongly encouraged to open at a minimum of 30 minutes, but not less than ten minutes, before the scheduled start time of the meeting.
- Security shall be provided at remote teleconferencing locations, as needed.
- While this version of the draft is not to include the elimination of a remote teleconferencing location, should a remote teleconferencing location fail to properly notice a meeting or log onto a meeting correctly, it will be a consideration in the future.
- Committee chairs must attend committee meetings in person, and if they are unable, they will communicate to Air District staff the person that will facilitate the meeting in their place.
- After the policy is adopted and implemented, Air District staff will follow up with a presentation to the Board on the status of the policy’s implementation.

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

This item will be further discussed at the November 1, 2023, Finance and Administration Committee Meeting.

AYES: Bauters, Haubert, Hurt, Lopez, Rice.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Barnacle, Hopkins, Hudson, Jue, Ross

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public Comments were given by “Happy.”

8. **COMMITTEE MEMBER COMMENTS**

None.

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

Wednesday, November 1, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 12:14 p.m.

Attachments

#3: Draft Minutes of the Finance and Administration Committee Meeting of October 4, 2023

#4: Report from the Auditor on the My Air Online Function

#5: Update on Decommissioning Legacy Permitting and Enforcement Computer Systems, the Implementation of the My Air Online Replacement Systems and a Request to Recommend Authorization to Execute Related Service Contracts not to Exceed \$2,650,000 Fiscal Year Ending 2024

#6: Remote Teleconferencing Meeting Policy for Standing Committees

BOARD MEETING DATE: November 1, 2023

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, October 18, 2023. The following is a summary of the meeting.

RECOMMENDED ACTION:

4. AUTHORIZATION FOR YEAR 3 OF THE JAMES CARY SMITH COMMUNITY GRANT PROGRAM - Recommend that the Board **authorizes** the Executive Officer/Air Pollution Control Officer (APCO) execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board for one additional year, and to **approve** the cumulative Year 3 grant amount in a not to exceed amount of \$1,688,575, to allow eligible grantees to begin the final year of the three-year grant program.

Davina Hurt, Chair
Community Equity, Health, and Justice Committee

DH:mh

Committee Members

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Davina Hurt; Vice Chair Katie Rice; Board Chair John J. Bauters; and Director John Gioia.

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor John Gioia, Conference Room, 11780 San Pablo Ave., Suite D, El Cerrito, California, 94530): Director Erin Hannigan.

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

Absent: Directors Margaret Abe-Koga, Brian Barnacle, Joelle Gallagher, Nate Miley, and Steve Young.

Call to Order

Chair Hurt called the meeting to order at 1:00 p.m.

For additional details of the Community Equity, Health, and Justice 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 COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF SEPTEMBER 20, 2023

Public Comments

Public comments were given by “Call-In User_1”.

Committee Comments

None.

Committee Action

Director Rice made a motion, seconded by Director Gioia, to **approve** Minutes of the Community, Equity, Health & Justice Committee of September 20, 2023; and the motion **carried** by the following vote of the Committee:

AYES: Bauters, Gioia, Hannigan, Hurt, Rice, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Barnacle, Gallagher, Miley, Young.

ACTION ITEM

4. AUTHORIZATION FOR YEAR 3 OF THE JAMES CARY SMITH COMMUNITY GRANT PROGRAM

Aneesh Rana, Senior Staff Specialist, and Elinor Mattern, Senior Staff Specialist in the Community Engagement Office, gave the staff presentation, *Recommendation for Board Action to Authorize Execution of Contract Amendments for Year 3 of the James Cary Smith Community Grant Program*, including: requested action; outline; James Cary Smith; background on grant program; adjustment to grant program; current grant cycle; how grantees are building local capacity; program components; program evaluation findings; Year 3 of the program; grantee perspectives; and requested action.

Members from community grantees, Earth Team and Rise South City, gave perspectives on their experiences about their awarded projects.

Public Comments

Public comments were given by “Call-In User_1”.

Committee Comments

The Committee and staff discussed the most challenging aspects of the work of the grantees (present during the presentation); and whether the students at Urban Promise Academy (in

Oakland), who have advocated for the reduction of nitrogen oxide emissions from residential and commercial furnaces in buildings in the Bay Area at previous a Board meeting, are associated with either of the grantees present during the presentation.

Committee Action

Board Chair Bauters made a motion, seconded by Director Gioia, to recommend that the Board **authorizes** the Executive Officer/Air Pollution Control Officer (APCO) execute any and all contract amendments to extend the term of the current James Cary Smith Community Grant awards previously approved by the Board for one additional year, and to **approve** the cumulative Year 3 grant amount in a not to exceed amount of \$1,688,575, to allow eligible grantees to begin the final year of the three-year grant program; and the motion **carried** by the following vote of the Committee:

AYES: Bauters, Gioia, Hannigan, Hurt, Rice, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Barnacle, Gallagher, Miley, Young.

INFORMATIONAL ITEMS

5. **PATH TO CLEAN AIR, RICHMOND-NORTH RICHMOND-SAN PABLO, COMMUNITY EMISSIONS REDUCTION PLAN (CERP) DRAFT PROPOSED STRATEGIES AND ACTIONS**

Dr. Wendy Goodfriend, Planning and Climate Protection Division Director, and Diana Ruiz, Community Engagement Manager, gave the staff presentation, *Path to Clean Air Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Draft Proposed Strategies and Actions*, including: outcome; requested action; outline; overview: the Path to Clean Air; goals of the Path to Clean Air CERP; strategy development process; community concerns and cross-cutting issues; strategies and actions overview; example strategies the Air District will lead during implementation; proposed rules and rule-related actions; Community Steering Committee (CSC) priorities and insights; and next steps and timeline.

Two members of the CSC Problems to Solutions Ad Hoc Committee, Dr. Niyi Omotoso and Nancy Aguirre, shared the priorities and insights from the CSC on the strategies and actions.

Public Comments

Public comments were given by “Call-In User_1, “ and Marisol Cantu, Richmond Progressive Alliance.

Committee Comments

The Committee and staff discussed the Committee’s appreciation for the work of the CSC members for the past two years and community empowerment, and the Committee’s anticipation of the proposed strategies and actions to be implemented.

Committee Action

None; receive and file.

6. COMMUNITY ADVISORY COUNCIL (CAC) RETREAT RECAP

CAC Co-Chair Latasha Washington shared highlights from the CAC Retreat on September 14-15, 2023, including a video that captured the retreat.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the Committee’s appreciation for the Air District bringing voices that haven’t been historically involved in public health policy and regulation discussions “to the table”; the term “Communities of Concentrated Affluence”; and the Committee’s appreciation for the CAC members for constituting themselves during a time of significant change at the Air District.

Committee Action

None; receive and file.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by “Call-In User_3”.

8. COMMITTEE MEMBER COMMENTS

None.

9. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Tim Williams, Acting Deputy Executive Officer of Equity and Community Programs (from October 2 to October 29, 2023), gave the following remarks:

- Breast Cancer Awareness Month is an annual international health campaign organized by major breast cancer charities every October to increase awareness of the disease and raise funds for research into its cause, prevention, diagnosis, treatment, and cure. The National Institute of Health observed an additional 8% increase in breast cancer incidents in those who live in areas with higher Particulate Matter_{2.5} exposure, thus making the Air District’s work relevant to this cause. Early detection is essential, and testing is encouraged, especially those living in vulnerable populations.

- National Disability Employment Awareness Month is observed each October to commemorate the many contributions of people with disabilities to America's workplaces and economy. The theme for NDEAM 2023 is “Advancing Access and Equity.”

10. TIME AND PLACE OF NEXT MEETING

Wednesday, November 15, 2023, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health, and Justice Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 2:23 p.m.

Attachments

- #3: Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of September 20, 2023
- #4: Authorization for Year 3 of the James Cary Smith Community Grant Program
- #5: Path to Clean Air, Richmond-North Richmond-San Pablo, Community Emissions Reduction Plan Draft Proposed Strategies and Actions
- #6: Community Advisory Council Retreat Recap

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: November 1, 2023

Re: Approval of Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association and Authorization of Compensation Package for Air District Employees for the Fiscal Year Ending 2024

RECOMMENDED ACTION

1. Approve the Proposed Memorandum of Understanding (MOU) between the Bay Area Quality Air Management District and the Bay Area Air Quality Management District Employees' Association (EA); and
2. Adopt the Resolution authorizing employee salaries and benefits for represented and non-represented employees for Fiscal Year Ending 2024; and
3. Authorize the transfer of \$820,000 from the General Fund undesignated reserves for one-time salary payments and 401A contributions.

BACKGROUND

The MOU between the Air District and the EA expired on June 30, 2023. Beginning in March 2023, the Air District's negotiators entered successor MOU negotiations with the EA on matters within the scope of bargaining. On October 2, 2023, the Air District and the EA reached a tentative agreement subject to ratification by the members of the EA and by the Air District's Board of Directors. On October 18, 2023, the members of the EA ratified the agreement.

DISCUSSION

The contract language which amends the current MOU is attached for review. The proposed changes to the existing MOU are:

Article II Recognition, Coverage, Exclusive Representation, and Administrative Code References— revises language to be consistent with Government Code 3556-3558 and includes language to reference the Administrative Code in the event it is modified.

Article VI Classification Study and Compensation Study– includes language on conducting a comprehensive classification study and compensation survey and revises the language so that regular maintenance of classification study and compensation survey be dormant during the term of this contract.

Article VII Salaries

- Effective the first full pay period after November 1, 2023, the salary and wage increase shall be 5.0%.
- A one-time, non-pensionable lump sum payment equivalent to 5.0% of wages and salaries for 6 pay periods.
- Effective the first full pay period after July 1, 2024, the salary and wage increase shall be 2.0% plus any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30. The cumulative minimum increase for the 2024/2025 fiscal year (2.0% plus change in CPI-W) shall be 1.0% and the maximum increase shall be 4.5%.
- Standby Duty – increases standby pay to \$8.00 an hour and allows employees to choose 1 hour of Compensatory Time Off for every 10 hours of standby duty worked in lieu of standby pay.
- Bilingual Pay – increases bilingual pay by 4.5% effective July 1, 2024.

Article IX Hours of Work – revises language to reflect current practices.

Article XI Fringe Benefits

- Health Plans - revises language to be consistent with the Meyers-Milias-Brown Act (MMBA) of reaching mutual agreement regarding selection of a comparable replacement plan for health benefits.
- Social Security Replacement Benefits – increases the contribution to \$237.72 per month effective July 1, 2023.

Article XII Leave and Holidays

- Annual Leave
- Temporarily increases the maximum annual accrual cap to 500 hours. This provision expires on December 31, 2024.
- Allows employees with a leave balance of over 160 hours to sell back up to a maximum of 40 hours per calendar year.
- Temporarily allows employees with a leave balance over 420 hours to sell back, on a one-time basis, an additional 40 hours. This provision expires on December 31, 2024.
- Floating Holiday – increases floating holiday to 40 hours per fiscal year.
- Bereavement Leave – revises language to be consistent with Government Code 12945.7

- Benevolent Leave Fund – revises language to allow employees to utilize the benevolent leave fund upon inability to work for at least 40 hours and sets a cap at 200 hours per year.

Article XIII Association Activities – increases the number of EA stewards to 9.

Article XVI Method of Filling Vacancies

- Procedures – revises language to reflect better recruiting practices.
- Limited Term Contract Employees – establishes a category of limited-term appointments to perform work necessitated by grant programs. The total number of limited-term contract employees shall be no more than 19 or 60% of the total number of filled bargaining unit positions in Technology Implementation Office and Strategic Incentives Division, whichever is greater.

Article XX Term of Agreement - a two-year term ending on June 30, 2025.

The proposed agreement will contribute positively to a stable construction labor relations environment.

On July 19, 2023, the Board of Directors approved a compensation package for non-represented employees effective the first pay period on August 1, 2023, including:

- Salary increase of 4.0%
- 40 hours of floating holidays
- Standby pay increases to \$8.00 per hour
- Annual leave accrual increases at 25 years of service
- Annual leave cap temporarily increases to 500 hours and an additional 40 hours of cash out

In order to provide parity to all employees, the changes to salaries and benefits for represented employees are also extended to the non-represented employees.

Today, the Board is also presented with the Fiscal Year Ending 2024 complete compensation package for approval by resolution for both represented and non-represented employees. The compensation for represented and non-represented staff is adjusted as shown in the Resolution as Attachment B.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total ongoing cost for the two-year contract period is approximately \$9,550,000. The ongoing cost for FYE24 estimated at \$5,050,000 is covered by the current fiscal year budget which already includes a 3.5% cost of living adjustment, with the difference being offset by projected salary savings due to a higher vacancy rate than initially anticipated in the budget. The ongoing cost for FYE25 will be included in next fiscal year budget.

The total one-time cost, which includes one-time payments and 401a contribution, is \$820,000. If the Board approves the recommended actions, \$820,000 would be transferred from the General Fund Undesignated Reserves to cover the one-time cost, amending the FY 2023-2024 General Fund Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Hyacinth Hinojosa

ATTACHMENTS:

1. Memorandum of Understanding between Air District and Employees' Association
2. Salary Schedule Effective November 5, 2023
3. Board Resolution
4. Presentation: Consider Approving the Proposed MOU between the Air District and the Employees' Association and Authorizing the Compensation Package

MEMORANDUM OF UNDERSTANDING

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District
Employees' Association, Inc.

July 1, 2023~~4~~ to June 30, 2025~~3~~

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021, [November 1, 2023](#))

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ARTICLE I PARTIES

SECTION 1.01 DESIGNATION

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “BAAQMD”, “District”, or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “BAAQMD EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

SECTION 1.02 NOTIFICATION

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the District
Executive Officer (EO)
Bay Area Air Quality Management District
375 Beale Street Suite 600
San Francisco, CA 94105

for the Association
(personal service) (U.S. Mail)
President (or Designee) President (or Designee)

BAAQMD Employees’ Association, Inc. BAAQMD Employees’ Association, Inc
375 Beale Street Suite 600 P.O. Box 420434
San Francisco, CA 94105 San Francisco, CA 94109

ARTICLE II RECOGNITION, COVERAGE, ~~AND~~ EXCLUSIVE REPRESENTATION AND ADMINISTRATIVE CODE REFERENCES

SECTION 2.01 RECOGNITION

The Bay Area Air Quality Management District (District) has recognized the Bay Area Air Quality Management District Employees’ Association, Inc. as the representative of the employees in the Technical/General representation unit and the Professional Employees’ representation unit for all matters of employer-employee relations. (Hereinafter the term Association will apply to either or both units as applicable and appropriate.)

SECTION 2.02 COVERAGE OF EMPLOYEES

1. The classifications within each unit are listed in ~~the~~ Appendix A. For the purpose of this Memorandum of Understanding (MOU), the classification system which is adopted by the Board of Directors and maintained by the Human Resources Section is the source for

determination of unit representation. Appendix A may periodically be amended as needed and appropriate in accordance with Article VI of this MOU or the regular MMBA meet and confer processes with the Association (e.g new classifications) in order to maintain appropriate classification of District employees.

2. The District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The District agrees that during the term this ~~MOU~~Memorandum of Understanding is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this Memorandum.

SECTION 2.04 NEW

EMPLOYEE ORIENTATION AGENCY SHOP / MAINTENANCE OF MEMBERSHIP

~~Each employee covered by this Agreement except supervisory employees shall, as a condition of continued employment, within thirty (30) days of first employment at the District, or for a supervisor who does not already pay association dues, effective July 1, 2010, either 1) become and remain a member in good standing of the Association, or 2) commence and continue to make payment(s) of an amount equivalent to the Association's periodic dues to the Association as a service fee for Association representation, except such amount shall not exceed that amount as outlined by or required by law having to do with the subject of non-member fees paid to unions for representation.~~

The Association will be allowed representatives at all District employee orientations where new employees represented by the Association will be attending, consistent with California Government Code Sections 3556-3557. The Association representatives may make a presentation and answer questions from employees in classifications represented by the Association for a period not to exceed thirty (30) minutes. The Association may present information packets to represented employees at the orientation. When possible, the District will notify the Association thirty (30) days in advance of the date and time of the orientation sessions, or as soon as possible beforehand if scheduled fewer than thirty (30) days in advance.

SECTION 2.05 RELIGIOUS EXEMPTIONEMPLOYEE INFORMATION

~~No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations, or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501 (c)(3) of the Internal Revenue Code (IRC).~~

Except as otherwise provided in this section and in accordance with California Government Code Section 3558, each quarter of the year (January 1st, April 1st, July 1st, and October 1st) the District shall provide the Association with a report containing the following information:

1. each bargaining unit employee's name;
2. job title;
3. classification;
4. work location;
5. work phone numbers;
6. work email address;
7. home and personal cellular telephone contact numbers on file with the District*;
8. personal email addresses on file with the District*;
9. home address on file with the District*; and
10. the amounts deducted pursuant to Section 2.06, including the accumulated total annual amount deducted per employee.

* Pursuant to Government Code Sections 3558, upon written request by any employee of a need for privacy, the District shall not disclose that employee's home address, home telephone number, personal cellular telephone number, or personal email address. The District shall not in any manner solicit any new or current employee to submit such written request of a need for privacy.

SECTION 2.06 DUES/~~FEES~~ DEDUCTIONS

The parties agree that the District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The Association will maintain records of employee authorizations for dues deductions and will provide the District with information proof of authorization upon execution. The District shall deduct dues and initiation fees (~~or agency fees or charitable contributions in lieu of Association dues and initiation fees~~) from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association.

Such remittance will be a spreadsheet containing an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the District in writing the current rate of membership dues and initiation ~~agency~~ fees. The District shall put into effect any new, changed, or discontinued deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

SECTION 2.07 INDEMNIFICATION

The Association will defend, indemnify, and hold harmless the District from any loss, liability, or cause of action arising out of the operation of this Article. The indemnity obligation is more fully set forth as follows. Upon commencement of any such legal action, the District shall have

the right to decide and determine whether any claim, liability, suit or judgment made or brought against the District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the District shall not diminish the Association's indemnification obligations under this agreement.

The District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

SECTION 2.08 ADMINISTRATIVE CODE REFERENCES

References within this MOU to the Administrative Code shall refer to the Administrative Code as it existed as of July 1, 2023 (reflected in Appendix "x") irrespective of whether the District subsequently modifies its Administrative Code. Consistent with the provisions of this MOU that refer to the Administrative Code, the District may seek to obtain concurrence with the EA on modifications to the referenced provisions during the course of this contract.

ARTICLE III RIGHTS AND OBLIGATIONS

SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the District's policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation. This Section is not subject to the Grievance Procedure of this Document.

SECTION 3.02 EMPLOYEE RIGHTS

1. The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
 - A. Form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
 - B. Refuse to join or participate in the activities of any employee organizations.
2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.

3. The District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.
5. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.
6. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association pursuant to this Article.

SECTION 3.03 PHYSICAL EXAMINATION

The District may require a physical examination or a personal statement of good health after an employment offer has been made.

SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

The provisions of Division III, Section 3.6 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association. This section is excluded from the grievance procedure.

SECTION 3.05 EMPLOYEES’ TIME OFF TO VOTE

The provisions of Division III, Section 3.7 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.06 DRUG-FREE WORKPLACE

The provisions of Division III, Section 3.8 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.07 SAFETY

The provisions of Division III, Section 3.9 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.08 WORKPLACE VIOLENCE

The provisions of Division III, Section 3.10 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.09 SMOKE-FREE WORK SITE

The provisions of Division III, Section 3.11 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.10 ASSOCIATION RIGHTS

Nothing contained in this Memorandum of Understanding shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the Meyers-Milias-Brown Act (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11 MANAGEMENT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- a. Determine the mission of its constituent departments, boards, and committees.
- b. Set standards of service.
- c. Determine the procedures and standards of selections for employment and promotion.
- d. Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- e. Maintain the efficiency of governmental operations and exercise complete control and discretion over its organization and the technology of performing its work.
- f. Determine the methods, means, and personnel by which government operations are to be conducted.
- g. Determine the content of job classifications.
- h. Take all necessary actions to carry out its mission in emergencies.

The District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this agreement.

The provisions of this Article do not absolve the District or District Management from their obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

SECTION 3.12 SURVEILLANCE CAMERAS

1. The District shall not use surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except in the event those records constitute evidence of a criminal act. Provided, however, the Grievant, or Arbitrator permits the Grievant, District, Association, and Arbitrator to review and refer to records from security cameras and related equipment to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action. The District, upon request of the Grievant, shall provide copies of the records within five working days. Further, the District shall not review records from security cameras and related equipment for the purpose of investigating and/or evaluating employee conduct at work.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 4.01 DEFINITION OF A GRIEVANCE

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this Memorandum of Understanding, or any disputed disciplinary action against an employee or employees covered by this MOU.

SECTION 4.02 ASSOCIATION AS THE GRIEVANT

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Human Resources Officer (HRO). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The HRO shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

SECTION 4.03 TIME LIMITS

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.

2. At each step District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to the grievance in writing. In the event that the District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.
3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.

SECTION 4.04 REPRESENTATION

The Association may represent the employee(s) at any stage of the process contained herein.

SECTION 4.05 PROCEDURE

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with his or her immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRO. The HRO shall either process the grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or HRO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

STEP 3A - REQUEST FOR MEDIATION

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the

grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

SECTION 4.06 DISCIPLINARY DISPUTES

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

SECTION 4.07 MOU DISPUTES

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

SECTION 4.08 REQUEST FOR ARBITRATION

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

SECTION 4.09 SELECTION OF AN ARBITRATOR

The District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

SECTION 4.10 DECISION OF THE ARBITRATOR

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

SECTION 4.11 FEES AND EXPENSES

The fees of the arbitrator and related expenses shall be shared equally by the District and the grievant.

SECTION 4.12 LIMITATIONS ON ARBITRATOR’S AUTHORITY AND JURISDICTION

The limitations on the arbitrator’s authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

ARTICLE V DISCIPLINARY PROCEDURE

SECTION 5.01 PROGRESSIVE DISCIPLINE

In order to maintain the orderly and efficient operation of the District, it may be necessary for District Management to impose discipline on an employee who violates work instructions or District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal verbal reprimand, (b) formal written reprimand, (c) warning and one-day suspension, (d) extended suspension and (e) dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this Memorandum of Understanding. An employee may provide a written response to any written disciplinary action taken against that employee.

SECTION 5.02 GROUND(S) FOR DISCIPLINE

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing appointment.
2. Incompetence.
3. Inefficiency.

4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public or other employees.
12. Political activity prohibited by state or federal law.
13. Engaging in sexual harassment of another employee or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the District or his/her employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

SECTION 5.03 REPRIMANDS

1. The initial step in the imposition of discipline is normally a verbal reprimand. When delivering the reprimand, the supervisor shall identify the action(s) which the employee should take to correct the basis for the reprimand. A verbal reprimand is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a written reprimand or beyond.
2. If, after receiving a verbal reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the same violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the verbal reprimand, the employee's immediate supervisor may either: (i) repeat the verbal reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the section manager to issue a formal written reprimand.
3. A written reprimand shall document all previously delivered verbal reprimands, shall state the basis for such verbal reprimand(s) and shall specify the action(s) which the employee should take to correct the basis for the formal written reprimand and the possible consequences of a failure by the employee to take such corrective action. A written reprimand is a formal disciplinary measure and is entered in the employee's personnel record.
 - A. If, after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the written reprimand(s), the employee's section manager may either: (i) repeat the formal written reprimand and again identify the

action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the division director to issue a formal written warning and one-day suspension without pay.

- B. An employee may appeal a written reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a written reprimand in writing and to have that response attached to the reprimand in the personnel file.
 - C. If an employee does not receive any discipline more severe than a verbal reprimand for a period of 18 months then all previous written reprimands will be sealed. However, for just cause, the District may open the employee's sealed reprimand file and use any of the contents contained therein on an as needed basis. If the sealed reprimand is opened the employee shall be notified in writing within five (5) working days. The notification shall include the reason for such action.
4. Notwithstanding paragraphs 1-3 of this section, the District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the recommended progressive discipline steps.

SECTION 5.04 WARNING AND ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the written reprimand, the employee's division director may impose a warning and suspend the employee without pay for a full working day. The imposition of the warning and one-day suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A Warning and One Day Suspension may not be grieved or appealed.

SECTION 5.05 EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a warning and being placed on a one-day suspension without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a warning and placed on a one-day suspension without pay, the EO may suspend the employee from work without pay for a period of up to two weeks. Prior to placing an employee on an extended suspension without pay, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have

violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective.

2. An employee who is to be placed on an extended suspension from work without pay will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective. This meeting with the EO should take place as soon as possible, and in no event more than five (5) working days after the recommendation for suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the suspension, the EO shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to impose a suspension from work without pay, the suspension shall begin on the day after the EO's written decision is served on the employee, and all written documentation pertaining to the suspension will be entered in the employee's personnel record.
3. Employees who are placed on an extended suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO may place an employee guilty of serious misconduct on extended suspension. In such case, the EO shall follow the procedure set forth in 2 above.

SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being suspended from work without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO may dismiss the employee from employment with the District. Prior to the dismissal of an employee from employment with the District, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective.
2. An employee who is to be dismissed from employment with the District will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the

dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to dismiss the employee from employment with the District, the dismissal shall be effective on the day on which the EO's written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the Director's recommendation that he/she be dismissed from employment. In that event, he/she shall remain on administrative leave with pay until such time as he/she is either directed to return to work or until the date the EO's written decision is mailed to the employee.

3. After the EO takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered in the employee's personnel record.

SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration administrative leave with pay.

Pursuant to Section 3.11(d), the District has the right to relieve employees from duty for legitimate reasons. Accordingly, the District may place employees on paid administrative leave during the course of investigations that may lead to disciplinary action. Provided, however, that the period of administrative leave in any given instance shall not exceed the timely reasonably necessary to conclude the investigation.

The District reserves the right to direct employees not to enter and/or access District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the District causing a monetary loss to the employee shall be reimbursed by the District to the full amount. The employee shall submit to the District verification of the monetary loss and

the District shall fully reimburse the employee within ten working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

ARTICLE VI CLASSIFICATION STUDIES AND COMPENSATION SURVEY

A. Upcoming Classification Study and Compensation Survey

During the term of this MOU, the District agrees to have both a comprehensive classification study and compensation survey conducted by an outside vendor(s). The District agrees to complete the classification study and compensation survey prior to the parties commencing bargaining for a successor MOU.

1. Job classifications will be thoroughly reviewed to determine whether they need to be updated to reflect the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.

2. The District agrees to discuss and receive the EA's input regarding appropriate comparators prior to making the final determination regarding comparators to be utilized.

3. Compensation will be thoroughly reviewed to determine if the adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.

4. During the term of this MOU, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits related to the classification study or compensation survey. Thereafter, depending upon the results of the classification study/compensation survey, such reductions/y-rating may occur pursuant to the meet and confer process for the successor MOU.

5. Aside from mutual agreement in the form of a side letter (for existing classifications) or as implemented pursuant to the MMBA meet and confer process (for new classifications), Appendix A shall remain in full force and effect without modification during the term of this MOU.

6. The District agrees to provide the Association with final copies of both the classification study and compensation survey, and final recommendations, if any, within ten (10) business days following their completion.

B. Maintenance

The following processes shall remain dormant during the term of this MOU in light of the comprehensive classification study and compensation survey that will be conducted during the term of this MOU as described in Paragraph A above. Six months after completion of the classification study and salary survey described in Section 6.A, but no later than June 30, 2025, the dormancy ends and these maintenance provisions in Section 6.B revive and become fully effective.

1. Up to 6 classifications ~~will~~may be reviewed in each of the remaining years of the current MOU. The EA and the District ~~will~~may each select up to three (3) classification series.
2. Bargaining unit positions in selected job classifications will be audited to determine whether the positions are correctly classified.
3. Job classifications and descriptions, if any, will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. For the purposes of this subsection, No bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the job classification description assigned to their position, or a compensation analysis.
6. In the event that a compensation analysis/survey is conducted and pursuant to this Side Letter of Agreement indicates that an adjustment to pay rates is warranted, the Human Resources Officer shall prepare a report and recommendation for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, job classification description reviews, and compensation analyses conducted pursuant to subsection B of this Article~~this Side Letter of Agreement~~ shall be performed by an external consulting firm mutually agreed upon by the parties.
8. The cost of any work performed pursuant to #7 shall be borne equally by the District and the Association, except that the Association's costs for such work shall not exceed \$15,000 per year.
9. However, neither party is required to designate classes in any year.
10. Aside from mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.

ARTICLE VII

SALARIES

SECTION 7.01 SALARIES

The following ~~changes~~ increases to unit wages ~~or~~ salaries shall be made effective as identified below:

Effective the first full pay period after ~~July 1, 2024~~ November 1, 2023, wages and salaries of ~~the~~ all bargaining unit employees shall be increased by ~~three quarter~~ five percent (~~0.75~~ 5.0%) over the wage and salaries in effect on the preceding June 30, and the District will provide the equivalent of five percent (5%) of wages and salaries for six (6) pay periods (twelve [12] weeks), paid in a one-time, non-pensionable lump sum payment.

~~Effective the first full pay period after January 1, 2022, wages and salaries of the unit employees shall be increased by three quarter percent (0.75%).~~

Effective the first full pay period after July 1, 2024~~2~~, and for the term of this MOU only, wages ~~and~~ salaries of bargaining unit employees shall be increased by two percent (2.0%) plus any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-~~San Jose~~ Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30.

Irrespective of the CPI-W as defined above, t~~The~~ cumulative minimum increase for ~~2022/2023~~ the 2024/2025 fiscal year (2.0% plus change in CPI-W) shall be one percent (1.0%) and the maximum increase shall be ~~three point four~~ four point five percent (~~3.44~~ 5%).

SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each position, with a five percent (5%) increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
2. Unless special conditions warrant otherwise, an employee promoted to a higher position will receive the minimum salary for the higher position nearest a five percent (5%) increase (not less than four point nine percent [4.9%]) above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty (30) days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a position is reclassified, a competitive recruitment will occur and the salary placement of the selected employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.

5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through the initial probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any “up or out” probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of his/her initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.
7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to a position in the formerly held classification and will revert back to the step in the salary range [he/shethey](#) occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall “meets standard” rating. For purposes of this section, a delayed performance evaluation exceeding [thirty \(30\)](#) calendar days shall cause the employee’s performance evaluation to be an overall “meets standard” rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee’s anniversary date falls.

SECTION 7.04 DETERMINATION OF SALARY RATES

1. ORIGINAL APPOINTMENTS: Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. LIMITED-TERM EMPLOYMENT ([Non-Contract per Section 16.04](#)): Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular District employee is re-hired as a limited-term employee for the same classification in which [he/shethey](#) held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal

to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the District pursuant to 7.04.1 above.

SECTION 7.05 Y-RATING

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain [his/her/their](#) present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors.

SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

SECTION 7.07 SHIFT DIFFERENTIAL PAY

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flex time or compressed schedule shall not be considered shift differential hours.

SECTION 7.08 STANDBY DUTY/CALL BACK

1. STANDBY DUTY

A. Standby duty shall be defined as that circumstance when an employee assigned by the District to:

- (1) Be ready to respond immediately to a call for services;
- (2) Be readily available at all hours by telephone, [cellphone](#), pager or other agreed upon communication equipment; and
- (3) Refrain from activities which might impair [his/her/their](#) assigned duties upon call.

B. [With the approval of the EO, a m](#)[Managers](#) may request volunteers or, if needed, assign an employee or employees to standby duty. [Managers will provide the employee or employees their standby duty assignment\(s\) in writing prior to the initiation of standby duty. Irrespective of when the written notification is provided by the manager, bargaining unit employees are not expected to review the notification outside of their normal working hours.](#)

- C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the District to perform the duty. An employee assigned standby duty shall be paid \$58.00 per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off (CTO) for ~~each twelve (12)~~ every ten (10) hours of standby duty worked. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the District less any regular or overtime hours.
- D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. ~~A~~ Bargaining unit employees who are called back to work while on standby or after ~~he/she/they~~ has worked the scheduled shift and has departed from the place of employment shall be compensated with overtime for the time worked, either in cash or ~~compensating time off~~ CTO (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.
- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.
- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

- 1. Mandatory deductions include but are not ~~be~~ limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- 2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the District.

SECTION 7.10 PAY PERIOD AND PAYDAY

- 1. The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If payday falls on a holiday, warrants will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
- 2. The District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.

3. The District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No ~~said~~ changes will be made unless parties to this MOU mutually agree ~~agree to such changes~~.

SECTION 7.11 FINAL PAYMENTS

1. SALARY. Final salary payments to any person who terminates will be paid within seventy-two (72) hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
2. ACCRUED ANNUAL LEAVE. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
3. ACCRUED SICK LEAVE. Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under "Report of EO".
5. Requests for salary advance must be received by the HRO at least one (1) week prior to the date of requested distribution for which the advance is requested.
6. Requests are subject to the approval of the HRO.

SECTION 7.13 ACTING ASSIGNMENTS

1. When an employee is assigned in writing by his/her/their Division Director to perform all of the day-to-day duties of ~~fd~~ a position in a higher District classification due to a vacancy or

temporary absence of the person normally assigned to perform those duties, the employee shall receive “Acting Pay” from the first day of such assignment until the end of the assignment not less than forty (40) hours.

2. The rate for “Acting Pay” shall be determined by Section 7.02.2 of this MOU.
3. Acting assignments shall not be for less than forty (40) hours.
4. It is expressly understood that acting assignments do not constitute an appointment to a different position and have no effect on the employee’s representation status and/or terms and conditions of employment other than the duties performed by the employee and the “Acting Pay” received by the employee during the period of the acting assignment.
5. An acting assignment for a vacant position may only be used to backfill the position during the recruitment process to fill the vacancy.
6. An employee may decline acting assignments. An employee who has accepted an acting assignment may decline to continue the acting assignment with five (5) working days advance written notice to his/her/their Division Director. A Division Director may discontinue an acting assignment at any time with written notice to the employee.

SECTION 7.14 SPECIAL PAY AND ALLOWANCES

1. BILINGUAL PAY. Division directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the Division Director, shall receive bilingual pay in the amount of \$3051.49 (as of July 1, 2023) per pay period provided the employees utilizes the bilingual skills as described above for ten (10) or more hours per pay period. The compensation shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco Oakland San Jose based on the previous year’s CPI-W on each July 1, as reported by the Bureau of Labor Statistics, U.S. Department of Labor four point five percent (4.5%) effective the first pay period after July 1, 2024.
2. PER DIEM. Employees who travel away from the District for training or other work assignments that extend for more than one (1) day shall be reimbursed for reasonable expenses provided that receipts are submitted for such expenses. The employee should submit a detailed expense report within seven (7) days of the travel, including receipts for other expenses (e.g. travel and lodging).
3. HAZARD PAY. Division directors shall identify those employees who, in the performance of their duties, are required to: 1) climb to the sampling point of stacks, storage tanks or any structure at a height of thirty (30) feet or more; 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries or 4) climb to a height of thirty (30) feet or more wearing SCBA, harness and is in a confined space. Such

employees shall receive additional compensation in the amount of two and one-half percent (~~2½~~.5%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The District as a condition of employment in positions requiring the above duties.

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard pay shall be considered part of the regular rate for the purpose of computing overtime.

ARTICLE VIII EMPLOYMENT AND MERIT INCREASES

SECTION 8.01 POLICY

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or of receiving any future salary benefits.

SECTION 8.02 DEFINITIONS

1. Original Date of Hire: The date of hire into a regular position with the District in an unbroken period of employment that includes the most recent employment with the District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. Adjusted Hire Date: The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. Salary Anniversary Date: The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.
4. Adjusted Anniversary Date: The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on Workers' Compensation shall not be considered absent from service.

SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the District, 50% of their

regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

SECTION 8.04 PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.
4. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.
5. A performance evaluation that includes an overall rating of needs improvement or unsatisfactory must include an attached plan for improvement.

SECTION 8.05 PROBATIONARY PERIOD

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.
3. During any probationary period, no employee shall be demoted or terminated in violation of the District's Equal Employment Opportunity policy.

ARTICLE IX HOURS OF WORK

SECTION 9.01 HOURS OF WORK

1. WORKWEEK

- A. **NORMAL WORKWEEK.** A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8 ½) hour period from 8:30 A.M. to 5:00 P.M., normally with one-half (1/2) hour for meals.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek and/or workday can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.
- C. **TELECOMMUTING.** With the approval of Management, an employee's normal workweek may be modified to allow for telecommuting. The employee and his/her/[their \(hereinafter referred to as their\)](#) supervisor will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The District will allow non-scheduled telecommuting on Spare-the-Air days [when appropriate](#). In all cases, telecommuters ~~shall make provide sufficient communication~~ [communicate sufficiently](#) with the office and the public to meet the District's goals.
- D. **PART-TIME WORK:** An employee may request a regular part-time work schedule of fewer than 80 hours per pay period. Approval shall be at the discretion of the Division Director and the EO on a fiscal year basis considering business needs of the District. The part-time schedule may be rescinded by the EO with a 30-day notice to the affected employee for business needs or for unsatisfactory employee performance.
2. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.
3. When a situation arises in which a represented employee is unable to work ~~his or her~~[their](#) regular hours on a particular day, upon the approval of ~~his or her~~[the employee's](#) supervisor, the employee may make up the time missed. The makeup time shall occur during the same pay period. The total hours worked, including makeup time, shall not exceed ~~forty-eighty (840)~~ [\(840\) hours during any ~~work week~~ pay period. Makeup time and shall not exceed ten \(10\) hours on any one day trigger overtime in any workweek or under any circumstance.](#)
4. When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid: for the hours representing the agency at, and travel time to and from, meetings or conferences; for the hours at, and travel time to and from, a class; or for the hours at jury duty and for any travel time between the location of the jury duty and the

District office or the location of the employee's normal duty assignment. With the approval of the employee's supervisor, an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned ~~work day~~ workday, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time, ~~the employees~~ the employee must receive concurrence from his/her/their immediate supervisor and authorization from his/her/their manager. If the employee is authorized to make-up time, the employee must make-up the time in the same pay week in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.
6. With the approval of Management, an employee may make up work time that is lost as a personal or job-related obligation within the same workweek in which the work time is lost. Make up may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirement specified in this MOU. The schedule according to which any such time will be made up will be established in consultation with the employee's supervisor.

SECTION 9.02 MEAL PERIOD AND REST PERIOD

1. Lunch period of one-half (1/2) hour is to be taken as assigned by the employee's manager, normally it will be taken between 12:00 P.M. and 1:00 P.M.
2. Rest period of one-quarter (1/4) hour each is normally taken in mid-morning and mid-afternoon.
3. Continuation of Business: An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine his/her/their two (2) 15-minute breaks with his/her/their lunch period or to take one (1) 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine his/her/their lunch and break periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one-(1) hour lunch and two (2) 15-minute breaks, then the employee shall take one (1) 15-minute break midmorning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to [his/her/their](#) primary lunch option. The District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

SECTION 9.03 ATTENDANCE

1. An employee's supervisor will be responsible for keeping the daily attendance record of each employee.
2. A bargaining unit employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's manager, the employee may be allowed to [\(1\)](#) make-up time providing the [makeup](#) time ~~made-up~~ does not put the employee in an overtime status, [\(2\)](#) use appropriate paid leave in accordance with this agreement, or [\(3\)](#) may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the District within the first hour of the workday unless an emergency prevents such reporting.
 - A. Failure to report may result in loss of pay for the period of absences from work.
 - B. An employee who is absent without leave and without having reported [his/her/their](#) absence for more than one (1) working day may be considered to have resigned and may be terminated.

SECTION 9.04 OVERTIME

The District will avoid the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

A notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignment for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal [work day/workday](#) and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. **AUTHORIZATION.** Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be forty (40) hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for a represented employee are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times base hourly rate. For the purposes of this section, paid leave time shall be included in computing the forty (40) hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.
2. **CALL-BACK.** Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two (2) hours at the applicable rate of pay.
3. **TRAVEL TIME.** For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.
4. **DISTRIBUTION OF OVERTIME.** Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
 - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - B. When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two (2) or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.

- C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
 - D. All overtime assignments will be made with due consideration for employee hardship.
 - E. Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
 - F. The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
 - G. Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
5. DISTRIBUTION OF CALL-BACK. Call-back will be distributed in the following manner:
- A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - B. If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
 - C. If the immediate supervisor is unavailable for [assigning the](#) call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback. [The District maintains the option to deviate from this procedure based upon immediate need.](#)
 - ~~D. The District maintains the option to deviate from this procedure based upon immediate need.~~
6. All represented employees who are authorized and work overtime shall be compensated at the rate of one and one-half times their base hourly rate of pay for all time worked over their normally scheduled ~~work day~~[workday](#). Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensatory~~ion~~ time is 120 hours as of the end of the calendar year. At the end of the calendar year, the District will pay the employee all compensatory~~ion~~ time in excess of 120 hours at the current hourly rate. An employee may cash out up to the full amount (240 hours) at the end of the calendar year.

7. Employees required to work a designated holiday shall receive overtime pay equal to two (2) times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (Section 12.07), except that for New Year's Day, Independence Day, and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.
8. An employee shall not work any time in excess of ~~his or her~~ their approved work schedule without prior approval of the employee's supervisor.

ARTICLE X REDUCTION IN FORCE

SECTION 10.01 PROCEDURE / BUMPING, LAY-OFF AND RECALL

1. SENIORITY. For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the District work force: District employment seniority, seniority within a class series and seniority within a specific job classification. District employment seniority is the seniority gained based on overall employment with the District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.
2. LAYOFFS/REDUCTIONS IN WORK FORCE
 - A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall District employment seniority.
 - B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
 - C. The District will give an employee at least 30 days written notice prior to the effective layoff date.
 - D. The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.
3. BUMPING
 - A. DEFINITION. Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or District-wide, as set forth in subsection (C) (2) below. Normally,

bumping will occur in the context of a reduction in the District work force, when the position of an employee with sufficient overall employment seniority with the District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the District, such that it is necessary to displace existing employees to equal or lower paying job classifications involving new or different duties.

B. GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

- (1) When any employee who has held a given job classification for less than 4 years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than 4 years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.
- (3) When two or more employees have the same amount of seniority in a given job classification and one must be bumped, the employee with the least overall District employment seniority is the one who will be bumped. When two employees have the same amount of overall District employment seniority and one must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
- (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one employee has been bumped, that employee with the highest applicable seniority in accordance with rule (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule (1) above will be automatically promoted to the intermediate paying classification.

- (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.
- (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
- (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the District necessitate that the employee be displaced from his or her current job classification. The District will give an employee at least 30 days written notice prior to the effective date of any bumping. The District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.

C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.

- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the District, management shall solicit volunteers to move to that job classification. If more than one employee in a job classification volunteers to be bumped, the volunteer with the greatest overall District employment seniority is the one who will be bumped.
- (2) An employee can never bump back to a higher paying position which that employee previously held in the District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
- (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
- (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the District.
- (5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.

- (6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (8) "A" bumps to a lower paying job classification in a class series anywhere in the District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four criteria shall bump to the highest paying of the available positions.

D. RECALL

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the District by certified mail return receipt requested) of a classification opening by notifying the District of their intent to return within 10 working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.
- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job

classification or to advance to an intermediate paying job classification in the class series of the previously held classification.

(4) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.

(5) A change in job title shall not affect an employee's recall rights.

ARTICLE XI FRINGE BENEFITS

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

SECTION 11.01 HEALTH INSURANCE

The District shall make available health insurance coverage through the Public Employees [Medical and Hospital Care Program-Retirement System \(CalPERS\)](#) for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the health insurance coverage in effect July 1, 2023~~14~~ becomes unavailable, the District and the Association, [consistent with the Meyers-Milias-Brown Act \(MMBA\)](#), shall immediately meet and confer [in an effort to reach](#) mutual agreement [regarding in order to select](#) a comparable value [replacement](#) plan.

SECTION 11.02 DENTAL INSURANCE

The District shall make available dental insurance coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the dental insurance coverage in effect July 1, 2014~~2023~~ becomes unavailable, the District and the Association, [consistent with the MMBA](#) shall immediately meet and confer [in an effort to reach](#) mutual agreement [regarding in order to select](#) a comparable value [replacement](#) plan.

SECTION 11.03 VISION CARE

The District shall make available Vision coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resource Section. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2014~~2023~~ becomes unavailable, the District and the Association, [consistent with the MMBA](#), shall immediately meet and confer [in an effort to reach](#) mutual agreement [regarding in order to select](#) a comparable value [replacement](#) plan.

SECTION 11.04 LIFE INSURANCE

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, ~~2014-2023~~ becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding ~~in order to select~~ a comparable value replacement plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The District shall provide Long Term Disability (LTD) Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements. In the event the LTD insurance coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

The District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the District and are re-hired by the District at a later date and subsequently retire from the District.

3. Employees Hired on and after July 1, 2010

A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of District contribution, and in compliance with the provisions of the Medicare program.

The percentage of District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

Credited Years	Percentage of District
----------------	------------------------

<u>Of Service</u>	<u>Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the District after July 1, 2010.

B. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit ('air time').

C. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.

D. Notwithstanding subsection A, for employees hired by the District on and after July 1, 2010, and who retire for disability with less than ten (10) years of credited service, the contribution payable by the District shall be ~~50~~fifty percent (50%) of the maximum fringe benefit allowance received at the time of retirement.

4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the District's Board of Directors.

5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

SECTION 11.07 PREMIUM REQUIREMENTS

1. The District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.

A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 32 below or \$1763.70, whichever amount is greater.

- B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection [32](#) below.
2. Tiered Benefit Plan - The District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
 - A. Employee (EE) only – 100% of Kaiser [Health Maintenance Organization \(HMO\)](#) premium for single plus 100% of dental and vision premiums for Employee Only Plan.
 - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
 - C. Employee + Family – 90% of Kaiser HMO premium for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.
 3. For those employees who do not enroll in a [CalPERS](#) health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The District’s sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee’s pay. ~~State Disability Insurance-SDI~~ and ~~Family Temporary Disability Insurance-FTDI~~ are integrated with the employee’s leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The District is not responsible for benefit levels, the duration of benefits, or the eligibility of District employees for benefits.

SECTION 11.09 WORKERS’ COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the District’s workers’ compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.

4. If the length of the work-related absence qualifies the injured worker for temporary
5. disability benefits from the District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of his/her/their wages when combined with any temporary disability payments from the District workers' compensation insurance carrier.
6. These provisions will only apply once per injury as determined by the District's Workers' Compensation Insurance carrier.
7. In the event that the District's workers' compensation insurance carrier does not accept the workers' compensation claim, the District is entitled to recover the amount of any benefits or time paid under this section. The District and the employee will develop a repayment plan. The employee may surrender sick leave, annual leave, floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one year from the denial of the claim. Any period longer than one year must be agreed upon by both parties due to extenuating circumstances.

SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as 'classic members' as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The District amended the PERS contract to implement the "2.0% at age 55 formula" effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of the California Public Employees' Pension Reform Act (PEPRA) which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall immediately reopen negotiations concerning such provisions and shall bargain this provision in accordance with MMBA requirements.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

2. EMPLOYEE CONTRIBUTIONS

A. Effective July 1, 2013, the "classic employees" shall pay the entire seven percent (7%) mandatory employee contribution to CalPERS.

B. Employees who are not considered “classic employees” by CalPERS shall pay fifty percent (50%) of normal cost as required ~~in the by~~ California Public Employees’ Pension Reform Act (PEPRA)—AB340.

C. The charges, if any, shall not reduce the employees’ pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code (IRC) to ensure that the tax benefit provided by that section is made available to employees.

SECTION 11.11 CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

SECTION 11.12 EMPLOYEE ASSISTANCE PROGRAM

The District shall offer an employee assistance program to employees and members of their household. The Employee Assistance Program provides limited professional, confidential counseling service at no cost to the employee.

SECTION 11.13 TRANSIT SUBSIDY

1. Consistent with the District’s efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, fulltime District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
2. Effective July 1, ~~2017~~2023, the District will provide a transit subsidy, up to a maximum amount of ~~\$255~~\$300.00 per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the District. The transit subsidy will be made available to eligible District employees on a designated day prior to the beginning of each month. The District reserves the right to use other methods deemed more efficient for the District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on a District-wide basis at any time. For stated reasons provided in writing to the employee, the District may audit an individual employee and require the employee to provide a written explanation of ~~his or her~~the employee’s use of transit subsidy. This provision is intended to be invoked on an individual basis in situations

where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.

6. If an employee chooses to change ~~her or his~~their subsidy, ~~he or she~~they must complete the necessary forms in a timely manner in order to receive ~~her or his~~their subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from a District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$6.00 per day (or \$3.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$3.00 per day (or \$1.50 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from a District facility shall be provided with parking at no cost, subject to availability.
8. Electric Vehicle: Effective July 1, 2002, an employee ~~that~~who uses an electrical vehicle to commute to and from a District facility shall be provided with parking and have access to a re-charging station at no cost, subject to availability.
9. Walking or Biking: District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$3.00 per day (or \$1.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.

SECTION 11.14 DEFERRED COMPENSATION

The District shall offer the opportunity to participate in an IRC Section 457 deferred compensation plans. ~~This~~ese plans ~~is~~are designed to allow employees to invest a portion of their salary that is tax deferred until such time as the employee withdraws the funds.

At least once during the term of this MOU and periodically thereafter, ~~t~~The District shall ~~periodically~~ convene a committee whose charge shall be to review the performance, costs and related design of ~~this~~ese plans and to evaluate alternate plan(s) to be offered. This committee shall consist of an equal number of non-EA and EA represented District employees. Based on the evaluation, the committee shall provide a recommendation regarding plan(s) to be offered

In the event of a recommended change in vendor(s), the District and the Association shall immediately meet and confer with regard to any such change in vendor(s). Following the completion of the meet and confer process, the District may implement reasonable changes in vendor(s).

SECTION 11.15 JOB-RELATED EDUCATIONAL PURSUITS

1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year.
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.
- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRO. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the District (such as a Professional Engineer license).
- F. Each year, the District shall apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$2,000.00 per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.

2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the District’s work in general

and will enhance an employee's skills and may allow for further advancement or promotion at the District.

- B. Each year, the District shall apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$1,500.00 per employee for those employees who attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade "C" or better, "pass", "credit" or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job related degree.
 - B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.
4. Each year, the District shall apportion an amount up to \$10,000.00 to be used by employees to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$1,000.00 per year per participating employee. This program will be administered ed on- a first-come, first-served basis.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-

employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:

1. Special retirement and disability benefits under PERS.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of ~~\$62.50~~237.72 per month credited to each full-time regular employee's account, effective July 1, ~~2000~~2023. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year. ~~The contribution amount increased to \$71.21 per month effective July 1, 2004 in accordance with this provision.~~
5. Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$10,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$10,000 has been distributed by the District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for District employees who elect to enroll in the PERS Long Term Care Program as paid for by the employee.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

The District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the ~~Internal Revenue Code~~IRC, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by ~~Internal Revenue Code~~IRC Section 125. The employee cannot recover any unused balance

SECTION 11.19 GUARANTEED RIDE HOME

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

ARTICLE XII LEAVE AND HOLIDAYS

SECTION 12.01 ANNUAL LEAVE

1. An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one [1] day per month) for the first three (3) years of employment. Annual leave will accrue but cannot be taken until the successful completion of six (6) months' service.
2. An employee with more than three (3) and up to five (5) years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five (5) and up to ten (10) years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten (10) and up to twenty (20) years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty (20) years and up to ~~twenty-five (25)~~thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with ~~twenty-five (25)~~thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
7. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period.
8. Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
9. The maximum accumulation of annual leave is four hundred and sixty (460) working hours as of the end of the calendar year. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below four hundred and sixty (460) hours. On a one-time basis, the maximum accumulation of annual leave will increase to five hundred ~~and fifty~~ (5050) hours. This provision will expire on December 31, 2024~~June 30, 2023~~.
10. Use of annual leave of more than one hundred and sixty (160) hours must be scheduled and approved by the ~~Executive Officer~~.
11. For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two (2) pay periods.
12. Once per calendar year, an employee may exchange unused annual leave in excess of 160200 hours, up to a maximum of 40 hours per calendar year, for the equivalent amount in wages. ~~The request may not exceed forty (40) hours per fiscal year.~~ Payment shall be made within

fifteen (15) working days of the request. On a one-time basis, an employee with an annual leave balance over 460420 hours as of December 31, 2020 will be allowed to sell back an additional 40 hours. This provision will expire on December 31, 2024.

13. An employee who is re-hired within five (5) years of their separation by the District as a permanent employee will accrue annual leave at the rate the employee/he/she was accruing at the time of separation.

~~13.~~14. If a holiday occurs during a continuous period of authorized annual leave, the holiday will not be counted as a day of annual leave.

SECTION 12.02 SICK LEAVE

1. COVERAGE. Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:

A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.

B. Exposure to contagious disease requiring quarantine.

C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an employee may petition the EO to use more than 80 hours of accrued sick leave per year to care for that immediate family member.

D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.

E. Appointments for dental, eye, and other medical examinations.

F. When an employee is required to be absent for purposes related to the adoption of a child to a maximum of eighty (80) hours per calendar year, provided, however, an employee may petition the EO to use more than eighty (80) hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: Appointments with adoption agencies, social workers, and attorneys; Ccourt proceedings; Required travel; Any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the

adopted child; and any other activities necessary to allow the adoption to proceed. Adoptive parents who voluntarily choose to be absent from work to bond with an adoptive child may not use sick leave for this purpose. Employees must have at least 200 hours of sick leave before initially requesting sick leave for purposes related to the adoption of a child.

2. ALLOWANCE. Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave that may be accumulated. Part time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.
3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. JOB-RELATED INJURY. Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
5. HOLIDAY DURING A SICK LEAVE PERIOD. If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance by the employee's supervisor and consistent with District operating requirements.

SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay. ~~or~~ An additional two (2) days of bereavement leave may be taken-nonconsecutively by members subject to the requirements of California Government Code 12945.7 on an unpaid basis or by using available annual or sick leave within three (3) months of the date of the family member's death.
2. If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.

3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

The District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to ~~his/her~~their supervisor as soon as the obligation to attend military duty is known.

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.3.

SECTION 12.06 SUBPOENA AS A WITNESS

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness on matters related to District business shall be allowed the time necessary to be absent from work without loss of regular pay.

SECTION 12.07 HOLIDAYS

1. The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Chavez' Birthday	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
<u>Juneteenth</u>	<u>(Nineteenth day of June)</u>
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Indigenous Peoples' Day	———(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

2. Every day appointed by the President of the United States or Governor of California as a holiday.
3. Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.

4. Employees will be granted forty (40)~~36~~ hours of floating holidays per year. ~~Except, an employee hired after January 1st and prior to June 1st will be allowed only sixteen (16)8 hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor. Except that any remaining floating holidays earned during the fiscal year ending 2021 may be cashed out or used through September 30, 2021. Unused balances from any year prior to fiscal year ending 2022 will expire on September 30, 2021.~~
5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other District employees shall be credited with eight (8) hours of floating holiday pay in-lieu of the scheduled holiday. The eight (8) hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

SECTION 12.08 BENEVOLENT LEAVE FUND

1. The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill, ~~or~~ injured, or suffering from long-term ailments for forty (40)~~one hundred (100)~~ consecutive working hours or longer. In order to donate leave, the following conditions apply:
 - A. Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to forty (40) hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
 - B. To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
 - C. To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
 - D. Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
 - E. Leave may be donated to the fund regardless of whether there is a qualified recipient.

- F. Leave may not be sold, bartered or traded to another employee under any circumstances.
- G. Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

2. In order to be a fund recipient, the following conditions apply:

A. The recipient must be catastrophically ill, ~~or~~ injured, suffering from long-term ailments on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee's personal physician that demonstrates that the recipient is in fact catastrophically ill, ~~or~~ injured, or suffering from long-term ailments and unable to work for at least forty (40)~~one hundred (100)~~ consecutive working hours or longer.

B. Upon written request from the Association Board of Directors, the Human Resources Officer shall provide to the Association the amount of leave in the fund.

C. The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.

D. The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.

~~D.~~E. Unless leave has been specifically donated to the employee, employees may not use in excess of two hundred (200) hours annually of the Benevolent Leave Fund.

~~E.~~F. Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

~~F.~~G. The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.

~~G.H.~~ If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness, ~~or injury, or long-term ailments are~~ is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of ~~forty (40) or one hundred (100)~~ forty (40) consecutive working hours or longer.

SECTION 12.09 TEMPORARY DISABILITY LEAVE

The provisions of Division III, Section 11.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

SECTION 12.10 FAMILY CARE LEAVE

The provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference except as modified in 1 and 2 below:

1. Each full-time employee is entitled to a maximum of 480 hours of family care and medical leave during any 12-month period. The 12-month period begins on the first date family care and medical leave is taken. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.
2. The family care and medical leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for 80 hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

No changes to said provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures that are within the scope of bargaining will be proposed to the District's Board of Directors by District Management without first obtaining the concurrence of the Association in writing of said proposed changes.

SECTION 12.11 PREGNANCY DISABILITY LEAVE

The provisions of Division III, Section 11.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work 50% of his or her regularly scheduled assignment (i.e. 50% of the regular assignment of 40 hours in five (5) consecutive eight-hour days or 50% of 40 hours in four (4) consecutive 10-hour days).

SECTION 12.13 LEAVE WITHOUT PAY

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the EO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Article XI, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

SECTION 12.14 LEAVE OF ABSENCE

1. Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the EO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Article XI, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 11. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.
 - A. The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.

- B. Leave of absence does not confer any absolute right to return to position or employment.
- C. Employee time in-grade for salary increase will be preserved, at the same level.
- D. Accrued pension rights and pension time will be preserved.

ARTICLE XIII ASSOCIATION ACTIVITIES

SECTION 13.01 COMMUNICATING WITH EMPLOYEES

- 1. The Association may use District internal mail and email systems. Any such mail (hard copy or email) will be given to the Business Manager for routing.
- 2. The Association will use the right-hand third of the space on District bulletin boards for posting Association business announcements provided District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

SECTION 13.02 USE OF DISTRICT FACILITIES

- 1. The Association may use District meeting rooms provided they are available and there is no interruption of District work. The Association will submit its requests to the Business Manager for the use of the rooms in advance. Meetings of the District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.
- 2. The Association may use the District's reproduction facilities at reasonable cost.
- 3. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of District business. The District will bill the Association monthly for costs incurred.
- 4. The District will provide the Association with office space providing there is available space.

SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

Two (2) Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two (2) Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

SECTION 13.04 ASSOCIATION REPRESENTATIVES

- 1. The Association may, by written notice to the HRO, designate no more than seven-nine (97) of its members to be stewards. Annually, or if a change in Stewards occurs, notification shall be provided to the HRO within ten (10) working days of such change.

2. The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.
3. Representatives will be allowed to post Association notices on District bulletin boards.
4. Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with District Management personnel shall not count against the hours allotted. The President and Vice President each will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.

Any represented employee who has a grievance may request the assistance of a representative in preparing and presenting the grievance.

~~6.5.~~ Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.

~~7.6.~~ The Association negotiating team members (total of nine ~~[9]~~) will be allowed up to ~~forty (40)~~ hours off, with pay, per month for bargaining preparation when negotiations are in progress.

~~8.7.~~ In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two ~~(2)~~ representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

ARTICLE XIV AVAILABILITY OF DISTRICT DOCUMENTS

SECTION 14.01 ADMINISTRATIVE CODE

The District will continue to make available to the Association a copy of the Administrative Code.

SECTION 14.02 HEALTH INSURANCE PLANS

The District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the Human Resources Section only.

SECTION 14.03 PERSONNEL FILES

The District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the Human Resources Section.

ARTICLE XV PERSONNEL TRANSACTIONS AND RECORDS

SECTION 15.01 HIRING AND INITIAL ORIENTATION

The provisions of Division III, Section 12.1 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.02 PERSONNEL AND MEDICAL FILES

The provisions of Division III, Section 12.2 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.03 EMPLOYMENT RECORD VERIFICATION

The provisions of Division III, Section 12.3 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.04 CLASSIFICATION SYSTEM

The provisions of Division III, Section 12.4 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

The provisions of Division III, Section 12.5 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.06 PERSONNEL ACTION FORMS

The provisions of Division III, Section 12.6 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

ARTICLE XVI METHOD OF FILLING VACANCIES

SECTION 16.01 PROCEDURES

1. ANNOUNCEMENT PROCEDURE. When a bargaining unit vacancy exists, the Human Resources Office (HRO) will prepare and distribute a position announcement for the vacancy. The announcement will be posted electronically. The position will be opened for at least ten (10) working days. The bargaining unit vacancy announcement will include the opening date, minimum qualifications required, and the selection procedures to be used to screen applicants.
2. REVIEW OF JOB ASSIGNMENT(S) AND ~~DESCRIPTION~~CLASSIFICATION SPECIFICATIONS. Prior to the opening of a vacancy, the Hiring Manager shall have the right to make job assignment changes within the classification of the vacant position prior to identifying the actual vacant position. The Hiring Manager must review the ~~job description~~ classification specification prior to the commencement of the recruitment process in order to select those duties and functions, which are the most relevant for the position to be filled. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.
3. APPLICATION. Applicants who wish to be considered for the position will submit a completed application form to the HRO on or before the filing deadline specified on the announcement.
4. QUALIFICATIONS. The qualifications include, but are not limited to, education, experience, knowledge, skills, abilities and other background factors, which are needed for each classification. The minimum qualifications will be specified in the ~~position description~~ classification specification form and included in the announcement. The HRO may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications.

The HRO shall determine if the applicants meet the minimum qualifications of the position. The HRO shall inform each applicant in writing if he/she/they (hereinafter “they”) **does** not meet the minimum qualifications for the position. The HRO may reject any application if the applicant does not possess the minimum qualifications required for the position, or for other justifiable reasons. The HRO shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and his/her rights to appeal the HRO’s decision.
5. VACANCY. A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a leave of absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on sick leave, annual leave, bereavement leave, temporary disability including ~~maternity~~ Pregnancy Disability Lleave, Family Care Leave, Workers’ Compensation, leave without pay or any other circumstances determined by the EO.
6. ORDER OF FILLING VACANCIES.

- A. **FIRST PRIORITY.** Reinstatement from layoff, return from leave of absence granted for medical reasons. To fill a vacancy in the first priority category, the HRO will submit the names of all qualified applicants to the Hiring Manager.
- B. **SECOND PRIORITY.** For regular employees, transfer, promotion, or return from leave of absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be promotional or open. In the event the recruitment is open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

- 7. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing. The bargaining unit applicant shall have the right to appeal the HRO's decision. The bargaining unit applicant must submit a written notice of appeal to the HRO within five (5) working days from the receipt of the written notification of disqualification. The bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications. The HRO shall review the additional information with the Hiring Manager. The Hiring Manager shall have the final decision in determining whether or not a bargaining unit applicant meets the minimum qualifications for the bargaining unit vacancy. If the Hiring Manager decides that the bargaining unit applicant meets the minimum qualifications, the bargaining unit applicant will be allowed to continue in the recruitment. If the Hiring Manager decides that the bargaining unit applicant fails to meet the minimum qualifications, the bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's decision, shall inform the bargaining unit applicant of the reason for his/her disqualification in writing.
- 8. **QUALIFIED APPLICANT POOL - PROCEDURE.** The following procedure shall be used to determine the qualified applicant pool. In an open recruitment, all bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A and B will not apply ~~to those bargaining unit applicants~~. When there are ~~eight-ten (108)~~ or fewer qualified applicants for either open or promotional recruitments, Steps A and B will not apply.
 - A. **Application Screening Panel -** A panel of three (3) District employees chosen by and facilitated by the HRO shall screen those applicants who meet the minimum qualifications for the bargaining unit vacancy. The HRO will not be a member of the screening panel. The HRO shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager in consultation with the HRO shall establish the screening criteria. The screening criteria may include a practical test, a written examination, a review of the responses to the supplemental application question, and/or any combination of screening

methods listed above deemed appropriate for the position by the Hiring Manager. The screening panel shall score the applicants consistent with predetermined scoring methodology. As a result of the screening, all applicants will be given a score based on a 100-point scale. If the Hiring Manager has opted for an examination, then the HRO shall administer the examination to all of the applicants under the same conditions. The HRO or the screening panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly.

- B. Panel Interviews - A panel of three (3) District employees chosen by and facilitated by the HRO, giving due consideration to the necessities of the job being filled, shall interview the top twelve (12) applicants, or the total number of applicants, whichever is fewer, by score. The HRO shall ensure that all of the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that at least one of the panelists shall be a representative from the Division where the vacancy exists, and at least one of the panelists shall be a representative from a different Division. The HRO may choose one (1) panel member from outside the District who possesses expertise in the area of the vacant position. The HRO shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and rating criteria. A representative of the HRO will facilitate the interview process, however, that person will not be a member of the panel. The panel interview scores will be based on a 100-point scale.
- C. Hiring Interviews - As a result of the scores, the Hiring Manager in the presence of the HRO will interview the top ~~eight (8)~~ ten (10) applicants, or the total number of applicants, whichever is fewer. In open recruitments, the Hiring Manager will interview all bargaining unit applicants who meet the minimum qualifications. The HRO shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and scoring criteria. The Hiring Manager shall ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRO. At the conclusion of all the interviews, the Hiring Manager shall forward his/her scoring sheets, notes and recommendation of the selected applicant to fill the vacancy to the HRO. The hiring recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain of command to the EO for approval. If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection

process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.

- D. Additional Steps – Subsequent to Step C (Hiring Interviews), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.
- E. In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the applicant who has the next highest final score through the appropriate levels of management for approval by the EO.
- F. After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide the unsuccessful applicant with reasons for his or her rejection. These reasons shall be constructive and specific.
- G. In the event there are tied scores at the twelfth and ~~eighth-tenth~~ positions (i.e. the lowest position of the applicant pool) as a result of the procedures identified in Steps A or B respectively above, respectively, each applicant at the tied positions shall proceed to the next steps in the process.
- H. For more than one (1) vacancy, one (1) additional applicant for each additional vacancy will be added to each of the selection processes above.
- I. If there is a vacancy in the same classification, the District shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interviews). If the applicant has completed Step C (Hiring Interviews), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant selected for the original recruitment.
- J. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- K. If there are six (6) or fewer bargaining unit applicants who meet the minimum qualifications in the applicant pool, the bargaining unit applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to

utilize these procedures or any procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

Allegations of discrimination under this Article cannot be grieved.

SECTION 16.02 CONTRACTING OUT

The District shall not contract out or remove from the bargaining unit any District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the District's normal selection process could perform adequately, competently and in timely manner, except as provided below.

Temporary Employees

When regular permanent employees are unable to perform bargaining unit work, the District may utilize temporary employees under the following circumstances:

- A. Concurrent with the District's recruitment for one or more bargaining unit vacancies, commencing at the time of District authorization of the recruitment and ending upon a permanent appointment.
- B. Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
- C. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
- D. In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of District management.

For the period July 1, 2021 through June 30, 2023, the total number of hours of temporary employment allowable in each fiscal year under the above provisions shall not exceed 22,000. After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of filled EA positions, whichever is greater. The total number of filled positions shall be determined by calculating the average (mean) number of filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours limitation

provision continue, the date upon which filled EA represented positions shall be calculated will continue to be the average (mean) number of filled EA positions on the most recent November 1 and March 1.

The District shall provide the EA with prompt, written notice of each temporary employee. The notice shall include the following information: specific reason for the hire, hiring date, job class and division. If the temporary employee is hired under provision B, the notice will include both the specific assignment and anticipated length of service.

The District shall provide the EA with quarterly reports for each fiscal year that include the following information: temporary employee's name and total hours worked. The District shall provide notice when it reaches 15,000 hours of usage of temporary employees in any fiscal year.

Contractors

In addition to the use of temporary employees the District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

Representation

Temporary employees, limited term employees and contractors employed under this agreement shall not be represented by the EA.

SECTION 16.03 INTERN AND FELLOWS PROGRAM

The District operates an Intern and Fellows Program. In connection with these actions, the District and the EA agree that individuals appointed to Intern classifications (as defined below) or fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement, except as provided in Section 16.03(C)(1) below.

PART A: COLLEGE INTERNS

1. The EA and the District shall mutually establish College Intern Program guidelines and College Intern classifications. The District shall have the right to determine where Interns are assigned. The District agrees Interns shall perform work consistent with the class specification only.
2. The District has the right to determine the number of College Interns to use in this Program. The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.

3. The District has the right to determine each College Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labor Standards Act (FLSA).
4. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly pay rate for College Interns shall be equivalent to that of Step A of the Office Assistant I classification.

PART B: HIGH SCHOOL INTERNS

1. The EA and the District have established the High School Intern Program guidelines and the High School Intern classification. The District shall have the right to determine where High School Interns are assigned. The District agrees High School Interns shall perform work consistent with the class specification only.
2. The District has the right to determine the number of High School Interns to use in this Program. The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.
3. The District has the right to determine each High School Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs.
4. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
5. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

PART C: FELLOWS

The District may sponsor Fellows through a bona fide educational institution or public agency to perform work consistent with the program or are that they are assigned to.

1. The District shall have the right to determine where the Fellows are assigned.
2. The District has the right to determine the number of Fellows in this program. However, the total hours for this program in any year shall not exceed 2,000 hours.
3. The District has the right to determine each Fellow's work schedule. The District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of 40 hours in a workweek.
4. The District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
5. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
6. The pay rate for Fellows shall be determined by the sponsoring educational institution or public agency.

PART D: VIOLATIONS OF THIS AGREEMENT

1. If the EA believes this Side Letter is being violated, the President or designee shall request a meeting with the Human Resource Officer or designee to review concerns. The meeting shall be held within 5 calendar days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator's decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.
2. Upon termination of Part A and/or Part B, as a result of the arbitrator's decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.

PART E LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full time worker, College Intern or High School Intern) performing bargaining unit work shall be

terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

PART F MISCELLANEOUS

1. The District shall pay to the EA an equivalent amount of dues, that the College Interns would have paid had they been EA members, as applicable under Section 2.06 of the MOU.

SECTION 16.04 ~~I-BOND PROGRAM~~ LIMITED TERM CONTRACT EMPLOYEES

1. A category of limited term appointments shall be established to perform work necessitated by ~~the I-Bond grant programs~~, or to backfill vacancies created when District employees accept such limited term appointments.
 - A. “Limited Term Contract Employee” (LTCE) is defined as contract employment that is paid for through by I-Bond grant fundings or other designated funds not part of the District’s ongoing general fund budget. LTCE appointments shall-and is not to exceed the duration of the I-Bond grant the designated funding source. A written contract shall be signed by the District and LTCEs specifying the duration of the contract employment and the funding source(s). The duration of the contract employment may be extended when the funding source(s) is extended. The District will provide the Association with a copy of each contract including the associated class specification.
 - B. When ~~I-Bond funding- the designated funding source~~ terminates, either for an individual position or the program, limited term LTCE appointments positions will be terminated accordingly associated with that funding shall terminate. Employees in limited term positions are not subject to Article 10 of the collective bargaining agreement.
 - C. ~~Limited term employees shall be considered employees represented by the Bay Area Quality Management District Employees’ Association, Inc. For the period during which this MOU is in effect ending July 1, 2025, the total number of LTCEs shall not exceed 19. After July 1, 2025, and in the absence of a subsequently negotiated limit, the total number of allowable LTCEs shall be no more than 19 or 60% of the total number of filled bargaining unit positions, on July 1, 2025, totaled across both the Technology Implementation Office (TIO) and Strategic Incentives Division (SID) Divisions, whichever is greater.~~
 - D. ~~Limited term employees shall be limited to non-supervisory positions. LTCE positions shall not be compensated greater than the established salary ranges associated with corresponding bargaining unit class specifications and shall not receive a level of benefit greater than the negotiated benefits conferred upon bargaining unit employees in this MOU.~~

E. LTCE positions are neither represented by the Association nor subject to or governed by this MOU except as provided in this Article.

~~D.F.~~ LTCEs shall not supervise bargaining unit employees but may serve as project leads and direct the work of bargaining unit employees for those specific projects.

E.G. This agreement is not intended to prohibit the District from hiring full-time regular employees for any purpose, nor is it intended to allow the District to assign LTCEs duties that are unrelated to the identified limited term funding sources pre-designated in their employment contracts.

2. For ~~I-Bond limited term~~LTCE appointments only, a separate promotional recruitment process may run concurrently with an open recruitment process.

A. The Association waives Article 16.01 Sections 8 A, B and C of the ~~collective bargaining agreement~~MOU for these ~~I-Bond limited term~~LTCE appointments only.

B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.

~~3. Regular full-time employees of the Bay Area Air Quality Management District who are hired into an I-Bond limited term position shall have the right to return to her/his regular full-time position when I-Bond funding terminates.~~

~~4. Contract employees shall not be used for I-Bond projects after April 30, 2009 unless otherwise agreed to by the parties. The Association shall not unreasonably withhold agreement. Disputes regarding application of this provision will be subject to expedited binding arbitration, using a pre-determined list of arbitrators; selection from the list will be based on the first available arbitrator. The date of the arbitration shall not exceed 30 days from the date of request. Arbitration decisions pursuant to this provision will be issued at the conclusion of the arbitration hearing.~~

ARTICLE XVII MEMORANDUM OF UNDERSTANDING

SECTION 17.01 ENTIRE AGREEMENT

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding supersede previous agreements between the parties.

This Memorandum of Understanding supersedes any and all other statements of policy or procedure established by this District through its Board of Directors insofar as such provisions relate directly to the matters specifically dealt with herein. Matters not the subject to bilateral agreement through this Memorandum of Understanding remain in full force and effect. Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established.

SECTION 17.02 CONSISTENCY WITH ADMINISTRATIVE CODE

To the extent that any provisions of said Policies and Procedures, which pertain to any subject within the scope of representation, are inconsistent with the terms of this Memorandum of Understanding, the terms of this Memorandum of Understanding shall prevail. During the term of this Memorandum of Understanding, no new provision or amendment to said Policies and Procedures not in accord with this Memorandum or which directly affect wages, hours, terms or conditions of employment of employees covered by this Memorandum of Understanding shall be adopted and/or implemented by the District except upon written agreement with the Association following meet and confer with bargaining representatives.

SECTION 17.03 SEVERABILITY

It is understood that this Memorandum of Understanding is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

SECTION 17.04 INTERIM BARGAINING

Nothing contained in this Memorandum of Understanding, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

ARTICLE XVIII INTERIM ADJUSTMENTS

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association members shall be immediately incorporated into this MOU.

ARTICLE XIX SAVINGS PROVISION

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE XX TERM OF AGREEMENT

The District and the Association agree that the term of this Agreement shall commence July 1, 202~~3~~⁴ and expire at midnight on June 30, 202~~5~~³. At least ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

ARTICLE XXI SUBMISSION TO BOARD OF DIRECTORS

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the District

Date

For the BAAQMD Employees' Association, Inc.

Date

APPENDIX A: CLASSIFICATIONS

Accountant I/II	Principal Air Quality Specialist
Accounting Assistant I/II	Principal Environmental Planner
Administrative Analyst	Principal Staff Specialist
Administrative Assistant I/II	Programmer Analyst I/II
Administrative Secretary	Public Information Officer I/II
Advanced Projects Advisor	Purchasing Agent
Air Quality Case Settlement Specialist I/II	Radio Telephone Operator
Air Quality Chemist I/II	Radio Telephone Operator Supervisor
Air Quality Engineer I/II	Receptionist
Air Quality Inspector I/II	Research Analyst
Air Quality Instrument Specialist I/II	Secretary
Air Quality Laboratory Technician I/II	Senior Accountant
Air Quality Meteorologist I/II	Senior Accounting Assistant
Air Quality Permit Technician I/II	Senior Advanced Projects Advisor
Air Quality Specialist I/II	Senior Air Quality Chemist
Air Quality Technical Assistant	Senior Air Quality Engineer
Air Quality Technician I/II	Senior Air Quality Inspector
Assistant Air Quality Specialist I/II	Senior Air Quality Instrument Specialist
Assistant Staff Specialist I/II	Senior Air Quality Meteorologist
Atmospheric Modeler	Senior Air Quality Permit Technician
Building Maintenance Mechanic	Senior Air Quality Specialist
Data Entry Operator	Senior Air Quality Technician
Database Specialist	Senior Air Quality Specialist
Deputy Clerk of the Boards	Senior Atmospheric Modeler
Environmental Planner I/II	Senior Environmental Planner
Facilities Maintenance Worker	Senior Public Information Officer
Facilities Services Supervisor	Senior Staff Specialist I/II
Fiscal Services Coordinator Supervisor	Staff Specialist I/II
Legislative Analyst	Statistician
Librarian	Supervising Air Quality Engineer
Mechanic I/II	Supervising Air Quality Inspector
Office Assistant I/II	Supervising Air Quality Instrument Specialist
Office Services Supervisor	Supervising Air Quality Meteorologist
Organization Development & Training Specialist Specialist	Supervising Air Quality Specialist
Permit Coordinator	Supervising Environmental Planner
Principal Accountant	Supervising Public Information Officer
Principal Air & Meteorological Monitoring Specialist	Supervising Staff Specialist
Principal Air Quality Chemist	Supervising Systems Analyst
Principal Air Quality Engineer	Systems Analyst
Principal Air Quality Instrument Specialist	Systems Quality Assurance Specialist
Principal Air Quality Meteorologist	Toxicologist
Web Master	

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES
 Annually/Monthly/Bi-weekly/Hourly effective November 5, 2023 (Proposed)

ID-JDE MANAGEMENT

Per Employment Agreement

1B101 Executive Officer/Air Pollution Control Officer	370000.00 30833.34 14230.77 177.88
1B103 Chief Operating Officer	337748.00 28145.67 12990.31 162.38
1B102 Counsel	338987.75 28248.98 13037.99 162.97

ID-JDE MANAGEMENT

	Range	Step A	Step B	Step C	Step D	Step E
3M101 Air Monitoring Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M102 Air Quality Engineering Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M103 Air Quality Planning Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M104 Air Quality Program Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
8M101 Assistant Counsel I	149M	159243.23 13270.27 6124.74 76.56	167205.39 13933.78 6430.98 80.39	175565.66 14630.47 6752.53 84.41	184343.94 15362.00 7090.15 88.63	193561.14 16130.10 7444.66 93.06
7M101 Assistant Counsel II	153M	178617.77 14884.81 6869.91 85.87	187548.66 15629.05 7213.41 90.17	196926.09 16410.51 7574.08 94.68	206772.40 17231.03 7952.78 99.41	217111.02 18092.58 8350.42 104.38
3M121 Assistant Manager	147M	154296.75 12858.06 5934.49 74.18	162011.58 13500.97 6231.21 77.89	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87	187548.66 15629.05 7213.41 90.17

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M117 Audit & Special Projects Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M105 Business Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
2M111 Communications Officer	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
1M101 Deputy Air Pollution Control Officer	160M	211878.66 17656.55 8149.18 101.86	222472.59 18539.38 8556.64 106.96	233596.22 19466.35 8984.47 112.31	245276.03 20439.67 9433.69 117.92	257539.83 21461.65 9905.38 123.8172
1M102 Deputy Executive Officer	169M	263899.80 21991.65 10149.99 126.87	277094.79 23091.23 10657.49 133.22	290949.53 24245.79 11190.37 139.88	305497.00 25458.08 11749.88 146.87	320771.85 26730.99 12337.38 154.22
2M110 Director/Officer	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M101 Director of Administration	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M102 Director of Enforcement	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M103 Director of Engineering	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M108 Director of Strategic Incentives	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M104 Director of Information Services	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
2M105 Director of Planning and Research	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
2M107 Director of Technical Services	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
3M119 Engineering Project Processing Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M113 Executive Operations Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M107 Finance Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M106 Fleet and Facilities Manager	134M	112363.78 9363.65 4321.68 54.02	117981.96 9831.83 4537.77 56.72	123881.06 10323.42 4764.66 59.56	130075.12 10839.59 5002.89 62.54	136578.87 11381.57 5253.03 65.66
2M111 Health Officer	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
3M118 Human Resources Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M108 Human Resources Officer	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56
3M109 Information Systems Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
2M109 Information Technology Officer	156M	190911.42 15909.29 7342.75 91.78	200457.00 16704.75 7709.88 96.37	210479.85 17539.99 8095.38 101.19	221003.84 18416.99 8500.15 106.25	232054.03 19337.84 8925.16 111.56

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M110 Manager (Laboratory)	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M120 Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M115 Manager of Executive Operations	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M111 Meteorology and Data Analysis Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
3M112 Research and Modeling Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
6M101 Senior Assistant Counsel	157M	196926.09 16410.51 7574.08 94.68	206772.40 17231.03 7952.78 99.41	217111.02 18092.58 8350.42 104.38	227966.57 18997.21 8767.94 109.60	239364.90 19947.07 9206.34 115.08
6M102 Senior Policy Advisor	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39
8M102 Staff Attorney	145M	146949.28 12245.77 5651.90 70.65	154296.75 12858.06 5934.49 74.18	162011.58 13500.97 6231.21 77.89	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87
3M116 Strategic Facilities Planning Manager	148M	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99	192180.19 16015.02 7391.55 92.39

ID-JDE	CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006	Administrative Assistant I (Confidential)	114	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14
7C009	Administrative Assistant II (Confidential)	118	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15
7C007	Administrative Secretary (Confidential)	118	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15
5C101	Clerk of the Boards	132	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
8C005	Executive Assistant I	128	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7C008	Executive Assistant II	132	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
8C004	Executive Secretary I	128	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
7C001	Executive Secretary II	132	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
8C101	Human Resources Analyst I	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
7C103	Human Resources Analyst II	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
8C001	Human Resources Technician I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57
7C002	Human Resources Technician II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C003	Legal Intern	124	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7C003	Legal Office Services Specialist	124	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
8C002	Legal Secretary I	116	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09
7C004	Legal Secretary II	120	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31
8C003	Office Assistant I (HR)	104	52474.66 4372.89 2018.26 25.23	55098.39 4591.53 2119.17 26.49	57853.31 4821.11 2225.13 27.81	60745.98 5062.16 2336.38 29.20	63783.27 5315.27 2453.20 30.67
7C005	Office Assistant II (HR)	108	57853.31 4821.11 2225.13 27.81	60745.98 5062.16 2336.38 29.20	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81
7C102	Paralegal	124	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
4C101	Principal Human Resources Analyst	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
6C002	Senior Executive Assistant	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
6C001	Senior Executive Secretary	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
6C102	Senior Human Resources Analyst	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
6C103	Senior Payroll Analyst	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES
 Effective November 5, 2023 per Memorandum of Understanding effective July 1, 2023

ID-JDE PROFESSIONAL	Range	Step A	Step B	Step C	Step D	Step E
7P001 Accountant I	130	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7P014 Accountant II	134	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
7P002 Advanced Projects Advisor	144	139230.89	146192.43	153502.05	161177.16	169236.01
		11602.57	12182.70	12791.84	13431.43	14103.00
		5355.03	5622.79	5903.93	6199.12	6509.08
		66.94	70.28	73.80	77.49	81.36
8P001 Air Quality Chemist I	130	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7P003 Air Quality Chemist II	134	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
8P002 Air Quality Engineer I	132	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7P004 Air Quality Engineer II	136	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
8P003 Air Quality Meteorologist I	131	101392.34	106461.96	111785.06	117374.31	123243.02
		8449.36	8871.83	9315.42	9781.19	10270.25
		3899.71	4094.69	4299.43	4514.40	4740.12
		48.75	51.18	53.74	56.43	59.25
7P005 Air Quality Meteorologist II	135	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
7P006 Atmospheric Modeler	140	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
8P004 Environmental Planner I	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
7P007 Environmental Planner II	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
7P008 Legislative Analyst	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
7P009 Librarian	128	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
4P001 Principal Accountant	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
4P002 Principal Air and Meteorological Monitoring Specialist	143	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02	157292.80 13107.73 6049.72 75.62	165157.44 13763.12 6352.21 79.40
4P005 Principal Air Quality Chemist	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
4P003 Principal Air Quality Engineer	144	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49	169236.01 14103.00 6509.08 81.36
4P006 Principal Air Quality Meteorologist	143	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02	157292.80 13107.73 6049.72 75.62	165157.44 13763.12 6352.21 79.40
4P004 Principal Environmental Planner	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P010 Research Analyst	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
6P007 Senior Accountant	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
6P001 Senior Advanced Projects Advisor	148	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49	169236.01 14103.00 6509.08 81.36	177697.82 14808.15 6834.53 85.43	186582.71 15548.56 7176.26 89.70
6P002 Senior Air Quality Chemist	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
6P003 Senior Air Quality Engineer	140	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80
6P004 Senior Air Quality Meteorologist	139	123243.02 10270.25 4740.12 59.25	129405.18 10783.76 4977.12 62.21	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02
6P005 Senior Atmospheric Modeler	144	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49	169236.01 14103.00 6509.08 81.36
6P006 Senior Environmental Planner	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
7P011 Statistician	137	117374.31 9781.19 4514.40 56.43	123243.02 10270.25 4740.12 59.25	129405.18 10783.76 4977.12 62.21	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59
5P001 Supervising Air Quality Engineer	144	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49	169236.01 14103.00 6509.08 81.36
5P002 Supervising Air Quality Meteorologist	143	135875.43 11322.95 5225.98 65.32	142669.21 11889.10 5487.28 68.59	149802.67 12483.56 5761.64 72.02	157292.80 13107.73 6049.72 75.62	165157.44 13763.12 6352.21 79.40
5P003 Supervising Environmental Planner	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P012 Toxicologist	144	139230.89	146192.43	153502.05	161177.16	169236.01
		11602.57	12182.70	12791.84	13431.43	14103.00
		5355.03	5622.79	5903.93	6199.12	6509.08
		66.94	70.28	73.80	77.49	81.36

ID-JDE TECHNICAL/GENERAL	Range	Step A	Step B	Step C	Step D	Step E
8T001 Accounting Assistant I	122	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
7T001 Accounting Assistant II	126	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7T002 Administrative Analyst	131	101392.34	106461.96	111785.06	117374.31	123243.02
		8449.36	8871.83	9315.42	9781.19	10270.25
		3899.71	4094.69	4299.43	4514.40	4740.12
		48.75	51.18	53.74	56.43	59.25
8T015 Administrative Assistant I	114	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7T034 Administrative Assistant II	118	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
7T003 Administrative Secretary	118	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
8T002 Air Quality Case Settlement Specialist I	126	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7T004 Air Quality Case Settlement Specialist II	130	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8T003 Air Quality Inspector I	124	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95

ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T005 Air Quality Inspector II	128	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
8T004 Air Quality Instrument Specialist I	124	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T006 Air Quality Instrument Specialist II	128	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
8T005 Air Quality Laboratory Technician I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57
7T007 Air Quality Laboratory Technician II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
8T006 Air Quality Permit Technician I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57
7T008 Air Quality Permit Technician II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
8T007 Air Quality Specialist I	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
7T009 Air Quality Specialist II	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
7T010 Air Quality Technical Assistant	118	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15
8T008 Air Quality Technician I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T011 Air Quality Technician II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
8T016 Assistant Air Quality Specialist I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57
7T035 Assistant Air Quality Specialist II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
8T014 Assistant Staff Specialist I	122	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57
7T033 Assistant Staff Specialist II	126	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45
7T012 Building Maintenance Mechanic	114	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14
7T013 Data Entry Operator	111	62246.10 5187.18 2394.08 29.93	65358.41 5446.53 2513.78 31.42	68626.33 5718.86 2639.47 32.99	72057.64 6004.80 2771.45 34.64	75660.53 6305.04 2910.02 36.38
5T010 Data Support Supervisor	142	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
7T014 Database Specialist	135	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43	123243.02 10270.25 4740.12 59.25	129405.18 10783.76 4977.12 62.21	135875.43 11322.95 5225.98 65.32
7T015 Deputy Clerk of the Boards	123	83415.73 6951.31 3208.30 40.10	87586.52 7298.88 3368.71 42.11	91965.84 7663.82 3537.15 44.21	96564.13 8047.01 3714.01 46.43	101392.34 8449.36 3899.71 48.75
7T028 Facilities Maintenance Worker	108	57853.31 4821.11 2225.13 27.81	60745.98 5062.16 2336.38 29.20	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T008 Facilities Services Supervisor	130	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7T031 Fiscal Services Supervisor	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
8T009 Mechanic I	121	79443.55	83415.73	87586.52	91965.84	96564.13
		6620.30	6951.31	7298.88	7663.82	8047.01
		3055.52	3208.30	3368.71	3537.15	3714.01
		38.19	40.10	42.11	44.21	46.43
7T016 Mechanic II	125	87586.52	91965.84	96564.13	101392.34	106461.96
		7298.88	7663.82	8047.01	8449.36	8871.83
		3368.71	3537.15	3714.01	3899.71	4094.69
		42.11	44.21	46.43	48.75	51.18
8T010 Office Assistant I	104	52474.66	55098.39	57853.31	60745.98	63783.27
		4372.89	4591.53	4821.11	5062.16	5315.27
		2018.26	2119.17	2225.13	2336.38	2453.20
		25.23	26.49	27.81	29.20	30.67
7T017 Office Assistant II	108	57853.31	60745.98	63783.27	66972.44	70321.06
		4821.11	5062.16	5315.27	5581.04	5860.09
		2225.13	2336.38	2453.20	2575.86	2704.66
		27.81	29.20	30.67	32.20	33.81
5T001 Office Services Supervisor	116	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
7T018 Permit Coordinator	134	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
6T009 Principal Air Quality Instrument Specialist	136	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
4T001 Principal Air Quality Specialist	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
4T002 Principal Staff Specialist	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
8T011 Programmer Analyst I	127	91965.84	96564.13	101392.34	106461.96	111785.06
		7663.82	8047.01	8449.36	8871.83	9315.42
		3537.15	3714.01	3899.71	4094.69	4299.43
		44.21	46.43	48.75	51.18	53.74
7T019 Programmer Analyst II	131	101392.34	106461.96	111785.06	117374.31	123243.02
		8449.36	8871.83	9315.42	9781.19	10270.25
		3899.71	4094.69	4299.43	4514.40	4740.12
		48.75	51.18	53.74	56.43	59.25
8T012 Public Information Officer I	130	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7T020 Public Information Officer II	134	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
7T027 Purchasing Agent	122	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
7T021 Radio/Telephone Operator	113	65358.41	68626.33	72057.64	75660.53	79443.55
		5446.53	5718.86	6004.80	6305.04	6620.30
		2513.78	2639.47	2771.45	2910.02	3055.52
		31.42	32.99	34.64	36.38	38.19
5T002 Radio/Telephone Operator Supervisor	119	75660.53	79443.55	83415.73	87586.52	91965.84
		6305.04	6620.30	6951.31	7298.88	7663.82
		2910.02	3055.52	3208.30	3368.71	3537.15
		36.38	38.19	40.10	42.11	44.21
7T022 Receptionist	104	52474.66	55098.39	57853.31	60745.98	63783.27
		4372.89	4591.53	4821.11	5062.16	5315.27
		2018.26	2119.17	2225.13	2336.38	2453.20
		25.23	26.49	27.81	29.20	30.67
7T023 Secretary	112	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
6T001 Senior Accounting Assistant	120	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
6T002 Senior Air Quality Inspector	132	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
6T003 Senior Air Quality Instrument Specialist	132	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71
6T007 Senior Air Quality Permit Technician	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
6T004 Senior Air Quality Specialist	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
6T006 Senior Air Quality Technician	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
6T005 Senior Public Information Officer	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
6T008 Senior Staff Specialist	138	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28
8T013 Staff Specialist I	130	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82
7T032 Staff Specialist II	134	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75
5T003 Supervising Air Quality Inspector	136	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94
5T004 Supervising Air Quality Instrument Special	136	114545.60 9545.47 4405.60 55.07	120272.88 10022.74 4625.88 57.82	126286.52 10523.88 4857.17 60.71	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T005 Supervising Air Quality Specialist	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5T006 Supervising Public Information Officer	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5T009 Supervising Staff Specialist	142	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5T007 Supervising Systems Analyst	139	123243.02	129405.18	135875.43	142669.21	149802.67
		10270.25	10783.76	11322.95	11889.10	12483.56
		4740.12	4977.12	5225.98	5487.28	5761.64
		59.25	62.21	65.32	68.59	72.02
7T024 Systems Analyst	135	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
7T025 Systems Quality Assurance Specialist	135	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
7T026 Web Master	135	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Resolution No. 2023-XX

A Resolution to Approve a Successor Memorandum of Understanding Between the Air District and the Bay Area Air Quality Management District Employees' Association, Salaries and Benefits for Represented and Non-Represented Employees, and a Revised Salary Schedule for Fiscal Year Ending 2024

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (“Board”) has the authority and the responsibility to adopt and approve salaries and benefits for Air District employees, either through approval of collective bargaining agreements and/or through approval of a resolution(s) establishing or modifying salaries and benefits for employees not covered by collective bargaining agreements;

WHEREAS, the Board of Directors established salary ranges on June 10, 1962, pursuant to Resolution No. 270 and has from time to time amended those salary ranges;

WHEREAS, the Executive Officer/Air Pollution Control Officer is responsible for the preparation and recommendation to the Board of updates to the salaries and benefits for represented and non-represented employees;

WHEREAS, the Air District Budget for Fiscal Year Ending 2024 includes funds for Board of Directors’ discretionary use in adjusting salaries and benefits for Air District employees;

WHEREAS, Title 2 of the California Code of Regulations, section 570.5, requires that public agencies’ governing boards approve and adopt pay schedules as standalone documents detailing their pay rates;

WHEREAS, the current Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District (“Air District”) and the Bay Area Air Quality Management District Employees’ Association (“EA”) representing the Technical/General representation group and the Professional representation group (collectively, the “Representation Groups”) was approved by the Board on June 16, 2021, by Resolution No. 2021-06 and said MOU having an expiration date of June 30, 2023;

WHEREAS, representatives of the Air District, as authorized by this Board, have met and conferred in good faith with representatives of the EA regarding salaries and other terms and conditions of employment for the represented employees;

WHEREAS, the Air District and EA negotiators reached an Agreement for a new Memorandum of Understanding from July 1, 2023 through June 30, 2025; the attached MOU reflects the changes agreed to by the Air District and the EA; the Agreement as reflected in the attached MOU has been duly ratified by the membership of the EA;

NOW, THEREFORE, BE IT RESOLVED that the Board of Director approves the MOU between the Air District and the EA attached hereto as Attachment A.

BE IT FURTHER RESOLVED that the Board of Directors approves the salaries and benefits to represented and non-represented employees and approves one-time lump sum payment for twelve weeks equivalent to five percent of salaries to include temporary employees attached hereto as Attachment B.

BE IT FURTHER RESOLVED that the Board of Directors approves the revised salary schedule attached hereto as Attachment C.

BE IT FURTHER RESOLVED that the Board of Directors approves the one-time payment to temporary employees.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 2023 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

John J. Bauters
Chairperson of the Board of Directors

ATTEST:

Lynda Hopkins

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: November 1, 2023

Re: Update on Decommissioning Legacy Permitting and Enforcement Computer Systems and the Implementation of the My Air Online Replacement Systems; and Consider Finance and Administration Committee Recommendation that the Board of Directors Authorize the APCO to Execute Related Service Contracts Not to Exceed \$2,650,000.

RECOMMENDED ACTION

Authorize the execution of vendor contracts for the maintenance, operations, development and implementation of My Air Online permitting and enforcement computer systems not to exceed \$2.65 M as recommended by the Finance and Administration Committee on October 18, 2023.

BACKGROUND

The primary objective of the My Air Online project is the replacement of two legacy computer systems with improved modern systems. The older of the two legacy systems, called DataBank, served the function of calculating emissions, calculating fees, issuing permits and issuing invoices for the approximately 12,000 businesses regulated by the Air District. Databank was initially developed and put into operation in 1977 on computer hardware built in the late 1960s.

The newer of the two legacy systems, called IRIS, was developed in the late 1990s and serves as the electronic system for most enforcement related business processes including dispatch of inspectors, recording of notices of violations, inspections of businesses, fine collections and other related functions.

The My Air Online system is intended to replace both of these outdated legacy systems and has been in partial operation since 2012, but My Air Online does not yet support all of the core functionality needed to decommission both legacy systems. The My Air Online system does provide important new functionality such as website transactions, online payments for air quality permit holders, and integration to the Air District's publicly facing website.

Staff provided a My Air Online project update at the April 19, 2023 Board of Director's meeting where staff noted that the District's management performance auditors (Sjoberg Evashenk) would present preliminary audit findings to the Finance and Administration Committee (FAC) prior to the next project funding request scheduled for November 1, 2023. Staff also indicated

that an estimated additional \$3M would be required to fund the My Air Online project for the remaining eight months of Fiscal Year Ending (FYE) 2024.

During the April 19, 2023 Board of Director's meeting, staff also announced that the legacy systems would be decommissioned in early 2024, and staff forecasted that project funding would progressively decrease in FYE 2025 and 2026 resulting in a normal operational cost of approximately \$1.1 Million in the 2027 timeframe.

Sjoberg Eveshank presented the preliminary audit findings and recommendations for My Air Online to the Finance and Administration Committee on October 18, 2023. The findings described deficiencies in past project management practices, the need for additional governance and transparency, and made recommendations for changes. The auditor noted that the new management team has made significant progress in implementing the recommendations to date.

After the auditors' presentation, staff presented the status of the decommissioning of legacy permitting and enforcement computer systems, the implementation schedule for the new My Air Online replacement systems and a request to recommend contract amendments to the Finance and Administration Committee on October, 18 2023. The FAC Committee provided a recommendation to the Board of Directors to authorize the contract amendments.

DISCUSSION

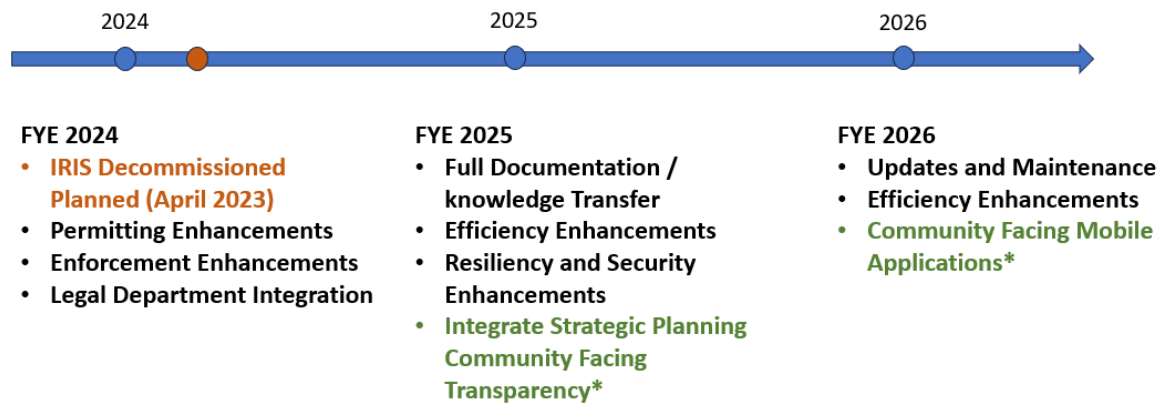
In May 2023, new leadership undertook project oversight and formed strategic partnerships with Engineering and Enforcement Divisions with the aim of restructuring the My Air Online project for improved efficiency, transparency and accountability. This change has refocused the project priorities on decommissioning the antiquated legacy systems and moving towards best practices in project management. Key activities in the prior five months have included:

- Implementing systems for transparency, oversight, prioritization and regular Board reporting.
- Applying project management frameworks in alignment with best practices, including vendor contracts that focus on deliverables and key dates and that are organized in small modular task orders with holdbacks and incentives for timely delivery.
- Developing a strategy for knowledge transfer to Air District staff of the complex information systems developed by vendors.

Following this restructuring, the project team identified and executed a series of tasks related to the decommissioning of DataBank. As a direct result, Databank was decommissioned on September 29th, and My Air Online was commissioned as a single system for permitting, invoicing and tracking of all regulated businesses in the Bay Area. This resulted in the freeing of approximately six staff positions that had been designated to maintain and operate the Databank system, which amounts to a reduction of approximately \$1.2M per year in staffing resources. The staff currently assigned to these positions are available for training and reassignment to other priority functions.

The My Air Online future project roadmap, shown below as Figure 1, details key future milestones including a March 2024 decommissioning of the remaining legacy IRIS system currently used for some critical enforcement operations, the transition of vendor knowledge to staff and security optimization and resiliency improvements. The functions marked with an asterisk are related to providing the community with information about the Air District's permitting and enforcement operations. These functions are intended to be developed in FYE 2025 and 2026 and have not yet been estimated. The scope and cost of the community related functions will be developed in conjunction with the Air Districts strategic planning process.

Figure 1 Project RoadMap



Funding requirements for the remainder of FYE 2024 remain consistent with the April, 19th Board report at \$2.65M, and are shown by vendor in Table 1. If authorized, these contracts would provide for the decommissioning of the legacy IRIS system and provide for needed enhancements to permitting, enforcement and legal operations. The vendors listed under this request were qualified through the Air District's Request for Qualifications RFQ 2022-019 Software Development Services and Data Management Services. However, all of the vendors under this request have developed deep technical knowledge over the long course of this project that has not been transitioned adequately to Air District staff, and the accumulated knowledge contributes significantly to the continued selection of the same vendors year over year. The knowledge transfer to Air District staff is scheduled to be conducted during FYE 2025, after which time the vendors' accumulated knowledge of the project should not be a deciding factor in selecting vendors for additional work.

As reported to the Board of Directors in April 2023, staff intends to request future FYE 2025 capital funding of approximately \$2.9 M for the My Air Online budget, representing a decrease of approximately \$0.5 M from the FYE 2024 non-salary funding levels for My Air Online. When employee salaries and other operational costs are considered, there will be a net decrease of more than \$2.0 M due to cost savings related to the decommissioning of the two legacy systems.

The vendor task orders listed in Table 1 for the remaining work in FYE 2024 have been written with best practices focusing on targeted deliverables with incentives and holdbacks for achieving delivery on time.

Table 1: Requested Dollar Amounts by Vendor

Vendor	Procurement Method	Service Description	Modular Task Orders	Not to Exceed for this Authorization
C & G Technology Services	RFQ# 2019-021	Software quality assurance and business analyst service for the permitting and compliance system.	1) TO #10 Engineering System 2) TO #11 Enforcement System	\$637,360
ClearSparc	RFQ# 2019-021	Software development services for the permitting and compliance systems	1) TO #8 NPS System Stabilization 2) TO #9 IRIS / ACPO cutover 3) TO #10 DED/DAD Software Enhancement	\$1,315,200
ITDependZ	RFQ# 2019-021	Software development, business analysis and design service for the permitting and compliance system	1) TO #08 Engineering System 2) TO #09 Enforcement System 3) TO #10 Web Services	\$431,808
Support Focus	RFQ# 2019-021	Legacy Data extract, transform, and load service for the permitting and compliance system	1) TO #07 Engineering System 2) TO #08 Enforcement System	\$265,210
				\$2,649,578

The FAC Committee provided a recommendation to the Board of Directors on October 18, 2023 to authorize the contract amendments listed in Table 1.

The total amount spent with each of these vendors over prior years is shown for completeness of information in Table 2.

Table 2: Total Spent to Date with Vendors

Vendor	Duration of Work	Services (various projects)	Total Spent With Vendor to Date	Additional Amount Requested
C & G Technology Services	2013-Present	Software Testing	\$5.8M	\$637,360
ClearSparc	2015-Present	Software Development	\$10.4M	\$1,315,200
ITDependz	2010- Present	Softwre Development	\$7.7M	\$431,808
Support Focus	2021 - Present	Data Validation and Transfer from Legacy to My Air Online	\$7.7M	\$265,210
				\$2,649,578

BUDGET CONSIDERATION/FINANCIAL IMPACT

Cost for these contracts will not exceed \$2.65 M which is included in the My Air Online Program 125 Fiscal Year Ending 2024 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Draft SupportFocus, Inc. Contract No. 2020.167 - Amendment 8
2. Draft C&G Technology Services, Inc. Contract No. 2020.103 - Amendment 7
3. Draft IT Dependz, Inc. Contract No. 2020.100 - Amendment 7
4. Draft ClearSparc Contract No. 2020.101 - Amendment 7
5. Decommissioning of Legacy Systems - My Air Online Presentation

AMENDMENT NO. 8 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.167

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 11, 2023, and consists of 2 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **SupportFocus, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for software architecture and implementation resources for DISTRICT's software development projects (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 15, 2020, and on behalf of DISTRICT on August 21, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 16, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 13, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 27, 2022, for reference purposes only, to amend the term and total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated May 11, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated October 5, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES entered into Amendment No. 7 to the Contract, dated May 15, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
9. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services described in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.

9. 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 "\$1,306,654" with "\$1,571,864."
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

SUPPORTFOCUS, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Paul Morris
President/CEO

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

AMENDMENT NO. 7 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.103

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 11, 2023, and consists of 2 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **C&G Technology Services, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for software testing services for DISTRICT's air quality permitting and compliance systems (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 12, 2020, and on behalf of DISTRICT on May 27, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 17, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 13, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 23, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 19, 2022, for reference purposes only, to amend the term and total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated October 4, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated May 15, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services described in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
9. 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 "\$3,061,115" with "\$3,698,475."
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

C&G TECHNOLOGY SERVICES, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Sam C. Savinovich
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

AMENDMENT NO. 7 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.100

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 11, 2023, and consists of 2 pages.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **IT Dependz, Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for business analysis and user experience services for DISTRICT’s air quality permitting and compliance system (the “Contract”), which Contract was executed on behalf of CONTRACTOR on May 11, 2020 and on behalf of DISTRICT on May 27, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 17, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 15, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 29, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated October 3, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated May 22, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services described in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.

8. 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 "\$2,257,594" with "\$2,683,898."
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

IT DEPENDZ, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Manoj Yadav
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

AMENDMENT NO. 7 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.101

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 19, 2023, and consists of 3 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **ClearSparc** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for software architecture, design, development, build and release management services for DISTRICT's air quality permitting and compliance system (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 13, 2020 and on behalf of DISTRICT on June 3, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated November 16, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 15, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 23, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated April 27, 2022, for reference purposes only, to amend the term and total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated October 3, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated May 10, 2023, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
9. The PARTIES also seek to amend the terms and conditions of the Contract to add a "No Hire" clause to the Contract.

10. 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 "\$4,654,689" with "\$5,969,889."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend the Terms and Conditions of the Contract, to add the following new Section 31 to the Contract:

31. NO HIRE – The parties agree not to offer employment to any employee of the other party who is directly involved in performing the work under this Contract for a period of six (6) months following the date of termination or expiration of this Contract, except as may be expressly provided for in this Contract or where the other party provides prior written consent.
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

CLEARSPARC

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Phillip Johnson
Co-Owner / Lead Developer

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: November 1, 2023

Re: Update on the Home Air Filtration Program by Air District Staff and Asthma
Mitigation Project (AMP) Partner Agencies

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Home Air Filtration Program opened in June 2021 to patients of agencies funded in the Bay Area for California's Asthma Mitigation Project (AMP), a statewide project to provide in-home asthma care services. In the first-year pilot, these seven AMP agencies provided air filter units and home visiting programs to low-income clients with asthma in Alameda, Contra Costa, San Francisco, San Mateo, Sonoma, and Santa Clara counties. Regional Asthma Management and Prevention (RAMP)'s, a non-profit organization whose mission is health equity and reducing asthma burden, has existing working relationship with the AMP organizations and was brought on as a partner with the Air District to serve as a liaison with AMP partners.

On July 20, 2022, the Air District Board of Directors approved Staff's proposal to allocate \$300,000 towards the partnership approach with RAMP and the AMP agencies as part of the \$1 million Wildfire Mitigation Designation General Fund Reserves allocated to fund the School & Home Air Filtration Program. A professional services contract was then executed with RAMP for \$69,000 of these funds and the remaining \$231,000 allocated towards the six individual AMP agency Memorandums of Understanding (MOUs) with the District for the distribution of air filter units to low-income clients with lung conditions. The partnership with RAMP provided coordination with the six AMP agencies to collect aggregate data about the clients receiving home air filters, peer-reviewed educational fact sheets in several languages for clients as well as a RAMP case study report about the AMP and district partnership, including the demographics of clients who received air filter units. This RAMP and AMP partnership allows the District to reach the most vulnerable populations and ensures they have access to cleaner air in their homes. On August 1, 2023 the Community Engagement Division added \$15,000 to the contract for continued coordination support from RAMP and participation in assisting Air District staff in a review for the most competitive and health protective home air filters for a new Request for Quotes (RFQ) process.

DISCUSSION

The Home Air Filtration Program has evolved in two ways since 2021. With the funds allocated in July 2022 from the Wildfire Mitigation Designation General Fund Reserves, the Air District entered into the MOU agreements with six remaining interested AMP partners to distribute air filters to low-income clients with respiratory illness. In response to AMP partner feedback, staff have added providing one filter replacement along with the air filtration unit. District staff have also conducted a new RFQ and selected different air filter vendors who can provide optimum air cleaning technology and filter replacements at a competitive price. Staff also seek authorization in allocating remaining funds flexibly among the remaining partners in the Home Air Filtration Program and to address partner distribution capacity and needs.

The Home Air Filtration Program AMP MOU funding allocation is as follows:

Asthma Mitigation Project (AMP) Partners	Amount Approved by Board in 2022	Total Unspent in MOU Contracts as of October 3, 2023
TOTALS	\$231,000	\$122,123
LifeLong Medical	\$30,000	\$18,688
Alameda County Public Health Dept	\$30,000	\$14,183
Roots Community Clinic	\$35,000*	\$22,661
Contra Costa Health Services	\$68,000**	\$27,776
Santa Rosa Community Health Centers	\$30,000	\$14,161
Breathe CA	\$30,000	\$24,656

*\$5,000 more includes previous funding from 2021 air filter unit distribution clients

**\$38,000 more in funding for Contra Costa comes from an MOU Amendment 1 for a cost extension due to their expenditure of the \$30,000 budget and their request for more air filters.

This update on the Home Air Filtration Program with Asthma Mitigation Program (AMP) partner agencies will present (1) an overview of the AMP Home Air Filtration Program at the District from 2021 to 2023, (2) highlights from RAMP's case study report on air filter client-level data and the partnership between the District, RAMP and AMP partner agencies, and (3) a spotlight on one AMP partner agency, Breathe California, as an example of how air filters have been incorporated into the broader AMP services with Breathe CA clients.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Amy Smith
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Update on the Home Air Filtration Program with Asthma Mitigation Program (AMP)
Partner Agencies Presentation

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: November 1, 2023

Re: Air District Strategic Planning Update

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In July 2023, the Air District sought Board of Directors authorization for the Executive Officer/APCO to execute a contract with BluePoint Planning for the development of an agency-wide Strategic Plan in an amount not to exceed \$234,700. The Air District sought support from BluePoint Planning to engage in agency-wide strategic planning that would culminate in the development of a five-year plan that includes prioritized strategic objectives and measurable results and is reflective of input from stakeholders, communities, Board members and Air District staff. Air District staff have begun working closely with BluePoint Planning to gather input and initial steps in the development of the strategic plan.

DISCUSSION

BluePoint Planning is a local firm focused on strategic planning and works closely within the climate and energy sectors. BluePoint Planning is a woman-owned, small business, working in the strategic planning space for twelve years and retains staff with over thirty years of consulting experience. BluePoint Planning has worked with regional, state, and federal government to develop strategic plans.

At present, the Air District's Strategic Plan is anticipated to be complete by June 2024. BluePoint Planning will share information on what the Air District's Strategic Plan will include, as well as information on the Strategic Plan's integration with the Environmental Justice Action Plan.

Currently, BluePoint Planning is working closely with Air District staff to define the framework of the Strategic Plan. Air District staff is supporting BluePoint Planning in gathering critical input from internal and external stakeholders. Input from the Board of Directors Strategic Planning Ad Hoc Committee and the full Board of Directors is integral at this stage. BluePoint

Planning will review the timing of several touchpoints with the Board of Directors Strategic Planning Ad Hoc Committee, as well as the full Board of Directors, and opportunities for Board members to provide direct input in the process.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None; funds for this project were previously authorized by the Board of Directors.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Idania Zamora, Leonid Bak, Christy Riviere, Sonam Shah-Paul
Reviewed by: Greg Nudd and Tim Williams

ATTACHMENTS:

1. November 2023 Strategic Planning Update