



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**BOARD OF DIRECTORS  
MEETING**

November 6, 2024

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

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

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

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

**Office of Alameda County  
Supervisor David Haubert  
Heritage House  
4501 Pleasanton Ave.  
Pleasanton, CA 94566**

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

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

**San Mateo County  
Board of Supervisors Offices  
5th Floor  
500 County Center  
Redwood City, CA 94063**

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

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/87446507633>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 874 4650 7633

**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 6, 2024**

**10:00 AM**

**Chairperson, Davina Hurt**

**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 - 22)**

*The Consent Calendar consists of routine items that may be approved together as a group by one action of the Board. Any Board member or member of the public may request that an item be removed and considered separately.*

**4. Approval of the Draft Minutes of the Board of Directors Meeting of October 2, 2024**

*The Board of Directors will consider approving the draft minutes of the Board of Directors Meeting of October 2, 2024.*

**5. Board Communications Received from October 2, 2024, through November 5, 2024**

*A copy of communications directed to the Board of Directors received by the Air District from October 2, 2024, through November 5, 2024, 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 2024**

*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 2024. A portion of the penalty funds may be expended in accordance with the Community Benefits Penalty Funds Policy adopted by the Board of Directors on May 1, 2024.*

7. Acceptance of Fiscal Year 2024-2025 State Incentive Funds: Carl Moyer, Funding Agricultural Reduction Measures for Emission Reductions, and Community Air Protection Incentives

*The Board of Directors will consider adopting resolutions authorizing the Air District's acceptance of state incentive funds from Fiscal Year 2024-2025 and participation in the Carl Moyer, Funding Agricultural Reduction Measures for Emission Reductions, and Community Air Protection Incentives programs; and authorizing the Executive Officer/APCO to enter into all necessary agreements to accept, obligate, and expend these funds.*

8. Transportation Fund for Clean Air 40% Fund Policies Commencing Fiscal Year Ending 2026

*The Board of Directors will consider approving proposed updates to the Transportation Fund for Clean Air 40% Fund Policies. The Policy, Grants, and Technology Committee recommended approval of these proposed updates at its October 16, 2024 meeting.*

9. Grants for Recommended Projects with Proposed Grant Awards Over \$500,000

*The Board of Directors will consider approving the award of state and local incentive funding to a project with a proposed grant award in excess of \$500,000 and authorizing the Executive Officer/APCO to execute grant agreements for the recommended project. The Policy, Grants and Technology Committee recommended approval of this grant at its meeting on September 18, 2024.*

10. Authorization to Amend the Agreement with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend agreement 16MOYCE with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project to remove the requirement that existing locomotives be destroyed to allow them to be transferred to Peru where they will be used to replace higher-polluting vehicle trips.*

11. Authorization to Extend the Term and Increase the Total Dollar Amount of the Professional Services Agreement No. 2021.180 with Kadesh & Associates, LLC

*The Board of Directors will consider authorizing the Executive Officer/APCO to extend the end date of the Professional Services Agreement with Kadesh & Associates, LLC for federal legislative advocacy services from December 1, 2024, to September 30, 2025 (10 months); and to increase the total not-to-exceed dollar amount of the agreement by \$131,127.24 above the most recently authorized contract amount (from \$370,908 to \$502,035.24).*

12. Authorization to Extend the Term and Increase the Total Dollar Amount of the Professional Services Agreement with ICF Incorporated, LLC

*The Board of Directors will consider authorizing the Executive Officer/APCO to extend the term of the Professional Services Agreement with ICF Incorporated, LLC from June 30, 2025, to December 31, 2025, and increase the total not-to-exceed dollar amount of the agreement by \$143,100, from \$199,934 to \$343,034. The changes will support development of a carbon sinks inventory and additional technical and quantitative work needed to complete the Bay Area Regional Climate Action Plan (BARCAP).*

13. 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 Assembly Bill 617 Community Emissions Reduction Plan

*The Board of Directors will consider authorizing the Executive Officer/APCO to extend the end date of the Master Services Agreement with the Marie Harrison Community Foundation from November 30, 2024, to November 30, 2025, and to increase the total not-to-exceed dollar amount of the agreement by \$158,880, from \$240,000 to \$398,880. The changes will support the development of the Bayview Hunters Point/Southeast San Francisco's Assembly Bill 617 Community Emissions Reduction Plan.*

14. Authorization to Increase the Total Dollar Amount of the Professional Services Agreement with GRID Alternatives Bay Area

*The Board of Directors will consider authorizing the Executive Officer/APCO to increase the total dollar amount of the agreement by \$450,000 (from \$1,299,755 to \$1,749,755). The changes will support work GRID Alternatives Bay Area was selected to carry out under Request for Proposal (RFP) 2021-003 (August 2021) to provide multilingual and multicultural case management support for the Air District's Clean Cars for All program.*

15. Authorization to Execute a Contract Amendment with Metropolitan Group, LLC for the Design and Finalization of the Community Advisory Council's Document: A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the term of the Professional Services Agreement with Metropolitan Group, LLC by extending the contract end date from November 30, 2024, to February 28, 2025; and to increase the total not-to-exceed dollar amount of the agreement by \$24,930 from \$549,539 to \$574,469. The contract amendment is for the design and finalization of the Community Advisory Council's document: A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District.*

16. Re-authorize the Climate Registry Sponsorship Contract for United Nations (UN) COP29

*The Board of Directors will consider authorizing the Executive Officer/APCO to enter into a sponsorship agreement with The Climate Registry in the amount of \$50,000 to support the sub-national United Nations Council of Parties (COP29) meeting in Azerbaijan. The Board of Directors voted to authorize \$50,000 in sponsorship funds for this purpose on September 4, 2024, but the recipient of the sponsorship funding was incorrectly identified as The Climate Reserve. This proposed revised authorization will make clear that the authorized recipient of the sponsorship funding is The Climate Registry.*

17. Funding to Support the Bay Area Regional Collaborative (BARC)

*The Board of Directors will consider authorizing the Executive Officer/APCO to enter into necessary agreements with the Metropolitan Transportation Commission (MTC) to provide MTC \$472,954 in funding for the Air District's contribution for FY 2024-2025 Bay Area Regional Collaborative (BARC) Staffing Support. BARC facilitates joint efforts in addressing climate pollution reduction, regional policymaking, carbon-free energy goals, and other critical initiatives to enhance environmental sustainability in the Bay Area. The Air District and MTC each contribute 35% of the total annual budget, with the Association of Bay Area Governments and the San Francisco Bay Conservation and Development Commission, the other two BARC member agencies, each contributing 15%.*

18. Report of the Advisory Council Meeting of September 19, 2024

*The Board of Directors will receive a report of the Advisory Council meeting of September 19, 2024.*

*For the full Council agenda packet and materials, click on the link below:*  
[www.baaqmd.gov/en/about-the-air-district/advisory-council/agendasreports](http://www.baaqmd.gov/en/about-the-air-district/advisory-council/agendasreports)

19. Report of the Stationary Source Committee Meeting of October 9, 2024

*The Board of Directors will receive a report of the Stationary Source Committee Meeting of October 9, 2024.*

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

20. Report of the Community Equity, Health, and Justice Committee Meeting of October 9, 2024

*The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of October 9, 2024.*

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

21. Report of the Finance and Administration Committee Meeting of October 16, 2024

*The Board of Directors will receive a report of the Finance and Administration Committee meeting of October 16, 2024.*

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

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

22. Report of the Policy, Grants, and Technology Committee Meeting of October 16, 2024

*The Board of Directors will receive a report of the Policy, Grants, and Technology Committee Meeting of October 16, 2024.*

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

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

**ACTION ITEM(S)**

23. Appointment of New Community Advisory Council Member

*At the recommendation of the Community Advisory Council and the Community Equity, Health, and Justice Committee, the Board of Directors will consider appointing Cynthia Prieto-Diaz to the vacant Alameda County Community Advisory Council seat. This item will be presented by Community Advisory Council Member Kevin Ruano Hernandez and Co-Chair Mayra Pelagio.*

**INFORMATIONAL ITEM(S)**

24. Overview of 2024-25 Spare the Air Winter Season and Summary of 2024 Spare the Air Summer Season

*This is an informational item to provide the Board of Directors with an overview of the 2024-2025 Spare the Air winter season, a summary of the 2024 Spare the Air summer season, a summary of the Spare the Air summer survey results, and an overview of air quality trends, technical work and rule development efforts. This item will be presented by Erin DeMerritt, Public Information Officer.*

## **OTHER BUSINESS**

### 25. 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.*

### 26. 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)*

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

### 28. Chairperson's Report

### 29. Time and Place of Next Meeting

*Wednesday, December 4, 2024, at 10:00 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.*

### 30. Adjournment

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



**CONTACT:**

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

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

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

**Accessibility and Non-Discrimination Policy**

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

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

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

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

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

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

### MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

#### NOVEMBER 2024

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	6	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Special Finance and Administration Committee	Wednesday	6	11:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	13	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	13	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Finance and Administration Committee – CANCELLED AND RESCHEDULED to Wednesday, November 6, 2024, at 11:30 a.m.	Wednesday	20	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Policy, Grants and Technology Committee -- CANCELLED	Wednesday	20	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Advisory Council Meeting	Thursday	21	6:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room

#### DECEMBER 2024

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	4	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	11	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	11	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Finance and Administration Committee	Wednesday	18	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	18	1:00 p.m.	1 <sup>st</sup> Floor Board Room

MV 11/1/2024 – 12:00 p.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Approval of the Draft Minutes of the Board of Directors Meeting of October 2, 2024

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of October 2, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of October 2, 2024.

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 Oct 2, 2024

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 2, 2024

## **DRAFT MINUTES**

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

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Davina Hurt, called the meeting to order at 10:03 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, CA, 94105): Chairperson Davina Hurt; Vice Chairperson Lynda Hopkins; and Directors Ken Carlson, Noelia Corzo, Joelle Gallagher, John Gioia, Juan González III, David Haubert, Gabe Quinto, Katie Rice, Mark Salinas, and Shamann Walton.

Present, In-Person (Santa Rosa Junior College Campus Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, CA, 95401): Director Brian Barnacle.

Present, In-Person (County of Santa Clara Office of Supervisor Lee, 70 W. Hedding St., East Wing, 10<sup>th</sup> Floor, San Jose, CA 95110): Director Otto Lee.

Present, In-Person (Mountain View City Hall, Council Chambers, 2<sup>nd</sup> Floor, 500 Castro Street, Mountain View, CA 94041): Director Margaret Abe-Koga.

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

Present, In-Person (Office of Alameda County Supervisor David Haubert, 4501 Pleasanton Avenue, Pleasanton, CA 94566):

Present, In-Person (San Mateo County Board of Supervisors Offices, 500 County Center - 5<sup>th</sup> Floor, Redwood City, CA 94063): Director Ray Mueller.

Present, In-Person (City of Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, CA 94301): Directors Sergio Lopez and Vicki Veenker.

Absent: Directors Tyrone Jue and Nate Miley.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Hurt welcomed the following new employee: Omonigho Oiyemhonlan, Assistant Counsel, in the Legal Division. Chair Hurt also congratulated the following employees on their recent promotions: Laura Cackette, Principal Environmental Planner, in the Planning and Climate Protection Division, and Shantel Reyes, Executive Assistant I, in the Executive Office.

NOTED PRESENT: Directors Hannigan and Lopez were noted present at 10:07 a.m.

**CONSENT CALENDAR (ITEMS 4 – 16)**

4. Approval of the Draft Minutes of the Board of Directors Meeting of September 4, 2024
5. Board Communications Received from September 4, 2024 through October 1, 2024
6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of August 2024
7. Authorization to Participate as a Statutory Partner with the Alameda County Community Food Bank for its United States Environmental Protection Agency Community Change Grants Program Electric Vehicle Demonstration Project  
[Click here to view approved Board Resolution No. 2024-08](#)
8. Authorization to Extend the Term and Increase the Total Dollar Amount of the Professional Services Agreement with En2Action
9. Authorization to Amend the Master Services Agreement with Just Cities, LLC for Continued Support of the East Oakland AB 617 Community Steering Committee and Community Emissions Reduction Plan Process
10. Authorization to Execute a Partnership Agreement with the Metropolitan Transportation Commission to Continue Supporting Air District's Data Management and Geographic Information System Services
11. Amendment to Staff Attorney Position Classification to Reduce Barriers to Recruiting
12. Report of the Stationary Source Committee Meeting of September 11, 2024
13. Report of the Community Equity, Health, and Justice Committee Meeting of September 11, 2024
14. Report of the Finance and Administration Committee Meeting of September 18, 2024
15. Report of the Policy, Grants, and Technology Committee Meeting of September 18, 2024
16. Report of the Community Advisory Council Meeting of September 19, 2024

**Public Comments**

Public comments were given by Tanya Boyce, Environmental Democracy Project (Item 9); and Jan Warren, Interfaith Climate Action Network of Contra Costa County (Item 9).

**Board Comments**

Director Young sought clarification on continued Support of the East Oakland AB 617 Community Steering Committee and Community Emissions Reduction Plan Process (Item 8), as well as for the

facilitation and logistics support for the Bayview Hunters Point/ Southeast San Francisco AB 617 Community Steering Committee (Item 9).

Board Action

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

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

**PUBLIC HEARING**

**17. TOXIC AIR CONTAMINANT (TAC) CONTROL PROGRAM ANNUAL REPORT**

The Board of Directors held a public hearing to present the Air District’s Toxic Air Contaminant Control Program Annual Report for 2024 and discuss its content and significance, but no action was required.

Carol Allen, Engineering Manager, gave the staff presentation *Toxic Air Contaminant Control Programs Annual Report – 2024, including*; including: outcome; requested action; outline; background on Annual Report; Air District TAC Control programs; facility risk reduction programs; stationary source TAC control programs; facility Health Risk Assessment (HRA) progress; highlights of work in progress at Assembly Bill (AB) 617 communities; highlights of other work in progress; toxic inventory mapping tool; and conclusions.

Ms. Boyce and Isaiah Cambell, of the Environmental Democracy Project, were asked to provide comments as the map tool and report are key components of a recent landmark agreement between the Air District and the Environmental Democracy Project.

**Chair Hurt opened the public hearing.**

Public Comments

Public comments were given by Kathy Kerridge, Benicia Community Air Monitoring Program; and Tony Fisher, Coalition for Clean Air.

Board Comments

The Board and staff discussed the difference between a facility’s prioritization score and its health risk value, and how both are calculated; whether there is a difference between the terms “overburdened community” and “environmental justice (EJ) community,” and whether the City of Benicia is considered an “overburdened” community; whether HRAs assess thresholds for health risks other than cancer; and which entities are conducting the HRAs for the permitted facilities.

**Chair Hurt closed the public hearing.**

Board Action

No action required or taken.

**ACTION ITEMS**

**18. CONSIDERATION OF SPECIAL SESSION LEGISLATION**

Alan Abbs, Legislative Officer, gave the staff presentation *Consideration for Special Session Legislation*, including; action requested; Special Session summary (to date); Special Session Assembly Bills: ABX2-1 (Hart and Aguiar-Curry) Energy: transportation fuels: inventories: turnaround and maintenance, ABX2-2 (Lackey) Motor Vehicle Fuel Tax Law: suspension of tax, ABX2-3 (Gallagher) Transportation fuels: gasoline specifications, ABX2-4 (Patterson) – Low carbon fuel standards: regulations, ABX2-5 (Lackey) Greenhouse Gas Reduction Fund: highspeed rail expenditures: gasoline rebates, ABX2-6 (Lackey) California Environmental Quality Act: expedited judicial review: petroleum storage projects, ABX2-7 (Dixon) Energy: gasoline pricing, ABX2-8 (Gipson) Air pollution: tanker vessels: at-berth requirements: delay, ABX2-9 (Petrie-Norris) Transportation fuels: specifications: production enhancement strategies; and recap of action requested.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the following:

ABX2-1 (Hart and Aguiar-Curry) – Energy: transportation fuels: inventories: turnaround and maintenance – unintentional consequences of increasing storage of onsite fuels to surrounding communities; the processes of oversight (from Air District’s perspective) if a permitted facility increases its duration of storage from interim to long-term; whether this will impact gas prices.

ABX2-1 (Hart and Aguiar-Curry) – Energy: transportation fuels: inventories: turnaround and maintenance & ABX2-9 (Petrie-Norris) – Transportation fuels: specifications: production enhancement strategies – whether the Board has the ability to request that the Governor to veto these bills, to protect the Air District’s authority.

Board Action

No action taken.

19. **CONSIDERATION OF PROPOSITION 4, THE SAFE DRINKING WATER, WILDFIRE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024**

Mr. Abbs gave the staff presentation *Consideration of Proposition 4 (2024)*, including: action requested; Proposition 4 (2024); key goals of Proposition 4 bond funds; fiscal effects; and recap of action requested.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the broadened definitions of “disadvantaged communities” and “regional” in the bond measure; the desire for Air District staff to be involved in building out the bond measure’s programs if it passes; and the Santa Clara County Board of Supervisors’ recent adoption of a resolution supporting Proposition 4 on the 2024 Statewide General Election Ballot.

Board Action

Director Gioia made a motion, seconded by Director Quinto, to **adopt** a support position for California Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, appearing on the November 5, 2024, Statewide General Election Ballot; and the motion **carried** by the following vote of the Board:

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

**INFORMATIONAL ITEM**

20. **STATE LEGISLATIVE UPDATE**

Mr. Abbs gave the staff presentation *State Legislative Update*, including: action requested; summary; Air District-sponsored and co-sponsored bills: AB 1465 (Wicks) – Nonvehicular air pollution: civil penalties, Senate Bill (SB) 382 (Becker) – single family residential property: disclosures, AB 2298 (Hart, et al.) – coastal resources: Protecting Blue Whales and Blue Skies program; Board-approved position bills: AB 2522 (Carrillo) – air districts: governing boards: compensation, AB 2851 (Bonta) – metal shredding facilities: fenceline air quality monitoring, AB 2958 (Calderon) – California State Air Resources Board (CARB): board members: compensation, SB 674 (Gonzalez) – Air pollution: covered facilities: community air monitoring systems; fenceline monitoring systems, SB 1158 (Archuleta) – Carl Moyer Program Air Quality Standards Attainment Program, SB 1193 (Menjivar) – airports: leaded aviation gasoline, SB 1298 (Cortese) – Certification of thermal powerplants: data centers; other bills of interest: SB 1234 (Allen) – Hazardous materials: metal shedding facilities, AB 98 (J. Carrillo) –



Planning and zoning: logistics use: truck routes, AB 180 (Gabriel) – Budget Act of 2024 (Budget Bill Junior), AB 218 (Committee on Budget) – Oil and gas: trailer bill; AB 1122 (Bains) – Commercial harbor craft: equipment, AB 1296 (Grayson) – Bar pilots; regulation of vessels, AB 2401 (Ting) – Clean Cars 4 All program; AB 2561 (McKinnor) – Local public employees: vacant positions, SB 310 (Dodd) – Prescribed fire: civil liberty: cultural burns, SB 950 (Skinner) – Energy: transportation fuels: inventories: turnaround and maintenance.

### Public Comments

No requests received.

### Board Comments

The Board expressed its appreciation for all Air District staff and Board members who helped get AB 1465 (Wicks) to the Governor’s desk. After several attempts, AB 1465 was finally passed into law. The bill triples the penalty ceilings for air quality violations at Title V sources, including refineries, significantly increasing the potential consequences for facilities that violate air quality regulations.

### Board Action

No action taken.

## **OTHER BUSINESS**

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

Public comments were given by David Lindsay, Benicia Community Air Monitoring Program; Marilyn Bardet, Benicia Community Air Monitoring Program; Kathy Kerridge, Benicia Community Air Monitoring Program; Jan Warren, Interfaith Climate Action Network of Contra Costa County; Tanya Boyce, Environmental Democracy Project; and Kevin Buchan, Western States Petroleum Association.

### **22. BOARD MEMBER COMMENTS**

- Board Member Veenker thanked the Air District for having a table at the City of Palo Alto’s Clean Air at Home in Palo Alto event (in recognition of Clean Air Day) on September 28, 2024.
- Board Member González suggested that the Air District prioritizes multi-lingual communication about Air District’s programs and projects, as well as continued advocacy regarding the prohibition of leaded aviation gasoline.
- Board Member Gioia acknowledged California Clean Air Day, which is observed on Wednesday, October 2, 2024. The day is an annual event that encourages Californians to take action to improve air quality and protect public health.
- Vice Chair Hopkins acknowledged the Week Without Driving challenge, which is observed from September 30 – Sunday, October 6, 2024. Since 2023, this challenge encourages those who have the option to drive regularly to understand the barriers and challenges that non-drivers face when trying to move safely in their communities, and work with non-drivers to create better communities for all.

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

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

- The Air District announced today that it has fined the Marathon Martinez Refinery, which is operated by Marathon subsidiary Tesoro Refining & Marketing Company LLC, \$5 million for air quality violations. This is the second largest penalty ever assessed by the Air District.
- Anticipated Agenda Topics for October Committee Meetings:

**Stationary Source Committee meeting on October 9:**

- Update on Fugitive Dust Rulemaking Efforts
- Briefing on Rulemaking Opportunities for Publicly Owned Treatment Works
- Update on Refinery Corridor Air Quality Monitoring

**Community Equity, Health, and Justice Committee meeting on October 9:**

- Appointment of New Community Advisory Council Member
- Fifth Year Annual Report on Owning Our Air: The West Oakland Community Action Plan, with guest speakers from the West Oakland Environmental Indicators Project
- Proposed Organizational Structure of Air District Equity and Community Programs

**Finance and Administration Committee meeting on October 16:**

- Update on the Corrective Action Plan to Implement Recommendations from the Engineering Performance Audit

**Policy, Grants, and Technology Committee meeting on October 16:**

- Action item on the Transportation Fund for Clean Air 40% Fund Policies Commencing Fiscal Year Ending 2026
- Update on State Legislative Update on the Special Session
- Update on Hydrogen Policy Considerations

24. **CHAIRPERSON'S REPORT**

Chair Hurt announced the following:

- She gave remarks at the September 22, 2024 celebration of Caltrain's full-service launch of fully electrified passenger service running between San Francisco and San Jose for the first time in this rail corridor's 160-year history. Caltrain riders will enjoy faster and more frequent service, with 16 stations receiving trains every 15 to 20 minutes during peak hours, weekend trains arriving twice hourly and express service from San Francisco to San Jose in under an hour.
- She reiterated the observance of California Clean Air Day on October 2, 2024.
- She will be hosting a Clean Air Talk on October 5, welcoming community questions and concerns from the public, regarding air quality issues and climate change. This free event will be held at the Vallejo John F. Kennedy Library at noon.

- The Board’s Stationary Source Committee meeting will be held on October 9, 2024, at 10:00 a.m.
- The Board's Community Equity, Health, and Justice Committee meeting will be held on October 9, 2024, no earlier than 1:00 PM, following the Stationary Source Committee meeting.

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

Wednesday, November 6, 2024, at 10:00 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.

26. **ADJOURNMENT**

The meeting was adjourned at 12:41 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Board Communications Received from October 2, 2024, through November 5, 2024

RECOMMENDED ACTION

No action is requested at this time.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from October 2, 2024, through November 5, 2024, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Michelle Beteta  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of  
September 2024

RECOMMENDED ACTION

No action requested at this time.

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 penalties collected are recorded in the Air District's General Fund. A portion of the penalty funds may be expended in accordance with the Community Benefits Penalty Funds Policy adopted by the Board of Directors on May 1, 2024.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of September 2024

**NOTICE(S) OF VIOLATION(S) ISSUED**

The following Notice(s) of Violation(s) were issued in September 2024:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Kaiser Permanente Medical Center	A1529	Oakland	A62626A	9/17/24	2-1-307	Permit Requirement/Condition Violation
McGuire & Hester	B9378	Oakland	A61939A	9/3/24	2-1-307	Permit Requirement/Condition Violation
Safety-Kleen of California, Inc.	A1190	Newark	A63542A	9/19/24	2-1-301	No Authority to Construct and No Permit to Operate
Safety-Kleen of California, Inc.	A1190	Newark	A63542B	9/19/24	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A63539A	9/13/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63540A	9/13/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63541A	9/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63543A	9/23/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63544A	9/30/24	2-6-307	Title V Permit Requirement/Condition Violation
The Unity Council	S763902	Oakland	A62672A	9/11/24	11-2-401.5	Asbestos Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Advanced IPM	S763879	Concord	A63084A	9/11/24	1-441	Denied Access to Information Violation
C & H Sugar Company, Inc.	B1911	Crockett	A62694A	9/16/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62956A	9/17/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62957A	9/17/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63104A	9/6/24	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A63105A	9/6/24	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A63284A	9/6/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63284B	9/6/24	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A63285A	9/6/24	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A63286A	9/6/24	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A63287A	9/6/24	9-1-307	SO2 Emissions Violation
Chevron Products Company	A0010	Richmond	A63288A	9/6/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63940A	9/6/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63941A	9/6/24	2-1-307	Permit Requirement/Condition Violation



Devco Building Enterprises LLC	S763905	Pacheco	A62438A	9/11/24	11-2-303.8	Asbestos Violation
Eco Services Operations Corp.	B1661	Martinez	A63165A	9/26/24	2-1-302	No Permit to Operate
Martinez Refining Company LLC	A0011	Martinez	A62102A	9/4/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62227A	9/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62227B	9/11/24	8-44-301.1	Marine Tank Vessel Operations Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64403A	9/19/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61963A	9/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61964A	9/18/24	1-522.7	Continuous Emissions Monitor Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61965A	9/17/24	8-8-315	Wastewater Collection and Separation Systems Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61966A	9/18/24	8-8-315	Wastewater Collection and Separation Systems Violation

<b>Napa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Siteline Builders	S764081	Napa	A63362A	9/16/24	11-2-401.5	Asbestos Violation

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
United Airlines, Inc.	A0051	San Francisco	A62900A	9/18/24	2-6-307	Title V Permit Requirement/Condition Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60973A	9/25/24	8-34-305	Landfill Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60973B	9/25/24	8-34-414.3	Landfill Violation
See's Candies, Inc.	A1311	South San Francisco	A60972A	9/17/24	2-1-301	No Authority to Construct and No Permit to Operate
See's Candies, Inc.	A1311	South San Francisco	A60972B	9/17/24	2-1-302	No Authority to Construct and No Permit to Operate
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60973A	9/25/24	8-34-305	Landfill Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Apple, Inc.	E2839	Santa Clara	A64216A	9/12/24	2-1-301	No Authority to Construct and No Permit to Operate
Apple, Inc.	E2839	Santa Clara	A64216B	9/12/24	2-1-302	No Authority to Construct and No Permit to Operate
Apple, Inc.	E2839	Santa Clara	A64218A	9/12/24	9-7-307.1	Boiler Emissions Violation
Apple, Inc.	E2839	Santa Clara	A64219A	9/12/24	9-7-307.1	Boiler Emissions Violation
ConocoPhillips Company	C9313	Los Gatos	A63146A	9/16/24	8-7-301.6	Gas Dispensing Facility Violation
ConocoPhillips Company	C9313	Los Gatos	A63146B	9/16/24	8-7-302.3	Gas Dispensing Facility Violation
De La Cruz 76 Station	C4367	Santa Clara	A63954A	9/11/24	2-1-307	Permit Requirement/Condition Violation
I-Mark Design Group	S763711	Santa Clara	A63145A	9/4/24	11-2-401,5	Asbestos Violation
Intel Corp.	Y5588	Santa Clara	A63957A	9/26/24	11-2-401.3	Asbestos Violation
Intel Corp.	Y5588	Santa Clara	A63957B	9/26/24	11-2-303	Asbestos Violation
Palo Alto Arco	C8261	Palo Alto	A62929A	9/25/24	8-7-301.5	Gas Dispensing Facility Violation
Palo Alto Arco	C8261	Palo Alto	A62929B	9/25/24	8-7-301.6	Gas Dispensing Facility Violation
RC Wood, LLC	C3829	San Jose	A63958A	9/30/24	2-1-307	Permit Requirement/Condition Violation
Santa Teresa Shell	C4188	San Jose	A63955A	9/19/24	8-7-302	Gas Dispensing Facility Violation
Santa Teresa Shell	C4188	San Jose	A63955B	9/19/24	8-7-301.5	Gas Dispensing Facility Violation
Santa Teresa Shell	C4188	San Jose	A63955C	9/19/24	8-7-301.6	Gas Dispensing Facility Violation

Santa Teresa Shell	C4188	San Jose	A63956A	9/19/24	2-1-307	Permit Requirement/Condition Violation
Santa Teresa Shell	C4188	San Jose	A63956B	9/19/24	2-1-302.1	No Permit to Operate
RC Wood, LLC	C3829	San Jose	A63958A	9/30/24	2-1-307	Permit Requirement/Condition Violation
Santa Teresa Shell	C4188	San Jose	A63955A	9/19/24	8-7-302	Gas Dispensing Facility Violation

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Univar Solutions USA, Inc.	A7618	Fairfield	A60663A	9/11/24	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62165A	9/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62166A	9/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62168A	9/30/24	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A62569A	9/6/24	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A62570A	9/18/24	10	Code of Federal Regulation Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Soiland Co., Inc.	A9989	Santa Rosa	A62492A	9/11/24	2-1-301	No Authority to Construct and No Permit to Operate
Soiland Co., Inc.	A9989	Santa Rosa	A62492B	9/11/24	2-1-302	No Authority to Construct and No Permit to Operate

<b>Company Address Outside of the Bay Area</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
CVE Corporation	S764302	Fresno	A63147A	9/19/24	11-2-401.5	Asbestos Violation

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

There were 4 settlements for \$10,000 or more completed in September 2024.

- 1) On September 3, 2024, the Air District reached a settlement with Straus Family Creamery for \$20,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59220A	8/6/2021	2/15/2021	9-7-404	Boiler Emissions Violation

- 2) On September 12, 2024, the Air District reached a settlement with Waste Management of Alameda County for \$24,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60895A	5/11/2023	5/9/2023	8-34-303	Landfill Violation
A60895B	5/11/2023		CCR	California Code of Regulation Violation

- 3) On September 18, 2024, the Air District reached a settlement with MPP Union City a Division of Amcor Packaging Distribution for \$40,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60226A	1/20/2022	11/30/2021	2-1-307	Permit Requirement/Condition Violation

- 4) On September 25, 2024, the Air District reached a settlement with City Gas for \$13,500, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59395A	11/16/2020	9/23/2020	8-7-301.6	Gas Dispensing Facility Violation
A59395B	11/16/2020	9/23/2020	8-7-302.5	Gas Dispensing Facility Violation

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Acceptance of Fiscal Year 2024-2025 State Incentive Funds: Carl Moyer, Funding  
Agricultural Reduction Measures for Emission Reductions, and Community Air  
Protection Incentives

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Authorize the Air District to accept, obligate, and expend new fiscal year (FY) 2024-2025 state funds from the California Air Resources Board (CARB) including:
  - a. Up to \$22 million in Carl Moyer Program (CMP) Year 27 funds and up to \$2.4 million in CMP State Reserve funds,
  - b. Up to \$50 million in Community Air Protection (CAP) Incentives Year 8 funds, and
  - c. Up to \$3.4 million in Funding Agricultural Reduction Measures for Emission Reductions (FARMER) Program Year 7 funds;
2. Allocate up to \$3.3 million in Mobile Source Incentive Funds (MSIF) to provide the match funding required to participate in the CMP; and
3. Adopt the attached proposed resolutions expressing the Board's authorization for the Air District to participate in the FY 2024-2025 CMP, CAP Incentives, and FARMER programs and to accept, obligate, and expend funds under those programs.

BACKGROUND

**Carl Moyer Program and Mobile Source Incentive Fund**

The Air District has participated in the CMP, in cooperation with the CARB, since the program began in 1998. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include replacement of heavy-duty diesel engines, vehicles and equipment such as on-road trucks and buses, off-road construction and agricultural equipment, transportation refrigeration units, marine vessels, locomotives, and refueling or recharging infrastructure that

supports the deployment of new zero-emission vehicles and equipment. At least 50 percent of CMP funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's Mobile Source Incentive Fund (MSIF).

### **Community Air Protection Incentives**

In 2017, AB 617 directed CARB, in conjunction with local air districts, to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the State, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in the FY ending 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases, for the CAP Incentives Program. CAP Incentives funds may be used to fund a variety of emission reduction and exposure reduction project types, including those eligible under the CMP. Following additional approvals from CARB, CAP Incentives Program funds may also be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAP Incentives Program funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

### **Funding Agricultural Replacement Measures for Emission Reductions**

The Air District has participated in the FARMER Program since its inception in 2017. CARB developed the FARMER Program to meet the Legislature's objectives for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector, in service of the State's emission reduction goals.

This program provides funding to public and private entities to reduce emissions of NO<sub>x</sub>, ROG, and PM from existing heavy-duty engines by either replacing or retrofitting them. Eligible FARMER projects include agricultural vehicle and equipment replacements that meet the qualifications for the CMP, such as mobile off-road farm equipment replacements, agricultural irrigation pump replacements, replacements with zero-emission agricultural equipment, and heavy-duty truck replacements and advanced technology demonstration projects that are engaged in agricultural operations.



## DISCUSSION

CARB requires the Air District's Board to authorize participation through the adoption of a resolution for the CMP, CAP Incentives, and FARMER programs. These programs will allow for a percentage of the total funds awarded to the Air District to be used to pay for administrative expenses related to the implementation of these programs. Currently these programs allow for 6.25 percent of funds awarded to be used to pay for administrative expenses, but CARB is raising this allowance to 12.5 percent of funds awarded beginning with the Carl Moyer program in Fiscal Year Ending 2025. Participation in the CMP also requires the Air District to commit match funds of at least 15 percent.

### *Carl Moyer Program, Fiscal Year 2024-2025, Year 27*

The 2024-2025 California State Budget allocated approximately \$123 million for CARB to distribute to local air districts under the regular CMP and State Reserve funds. The Air District has been tentatively allocated approximately \$13.5 million for the implementation of CMP Year 27 and has applied for up to \$22 million in the event that additional funds are available. The acceptance of CMP funds requires a minimum of 15 percent in matching funds from local districts and staff are recommending the allocation of up to \$3.3 million in MSIF as match funds for the CMP Year 27 funding cycle. In addition, the Air District will apply for up to \$2.4 million in funding under the State Reserve portion of the CMP.

### *CAP Incentives Program, Fiscal Year 2024-2025, Year 8*

The California State Budget appropriated Greenhouse Gas Reduction Funds for the FY 2024-2025 AB 617 CAP Incentives Program, however, the allocations to air districts have not been finalized as of the date of this report. The allocations to air districts are expected to be similar to or lower than the previous years. The Air District's allocation for FY 2023-2024 was \$34 million, and therefore staff recommend the acceptance of up to \$50 million, in the case that additional funds are available, for the implementation of programs to provide incentives for eligible projects.

### *FARMER Program, Fiscal Year 2024-2025, Year 7*

The California State Budget also appropriated funding for the FY 2024-2025 FARMER Program with the allocations to the air districts not yet available. The Air District anticipates a similar or lower allocation to the previous year (FY 2023-2024) which was \$1.324 million and will apply for and recommend acceptance of up to \$3.4 million of FARMER Year 7 funds, in the case that additional funds are available.

### *Program Implementation*

If the Board approves participation in the CMP, CAP Incentives, and FARMER Programs, and following execution of the respective grant agreements with CARB, Air District staff expect to begin accepting applications under these funding cycles in calendar year 2025 for projects eligible under the most current CARB-approved CMP, CAP Incentives, and FARMER Guidelines and any subsequent updates. Applications for eligible projects may be solicited and evaluated competitively or on a first-come, first-served basis. The Air District prioritizes funding for projects that reduce emissions in its priority areas, including AB 617 communities, and disadvantaged and low-income communities.

Each cycle of grant funding that is accepted by the Air District creates an obligation of effort that has a typical duration of between ten and fourteen years, whereby most of the work occurs in the first four to five years, involving project solicitation and outreach, awarding, contracting, inspections, reimbursements, project monitoring, cooperation in audits, and reporting to CARB. Future years work includes continued project monitoring, reporting to CARB, and enforcement action when needed.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Revenue from CMP Year 27 (including state reserve funds), CAP Incentives Year 8, and FARMER Year 7 is anticipated to be between \$50 million and \$77 million. A percentage of this revenue, in accordance with program requirements, will be used by the Air District for its own administrative costs to implement the programs. The remaining project funds will be awarded to grantees and distributed on a reimbursement basis for direct project expenses. These revenues will be budgeted for FY ending 26 and future years, as needed. MSIF funds allocated for the CMP Year 27 match will also be budgeted in FY ending 26 and future years, as needed.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Adriana Kolev  
Reviewed by: Alona Davis and Karen Schkolnick

#### ATTACHMENTS:

1. Draft Board Resolution FY 2024-2025 Carl Moyer Program
2. Draft Board Resolution FY 2024-2025 Community Air Protection Incentives Program
3. Draft Board Resolution FY 2024-2025 Funding Agricultural Reduction Measures for Emission Reductions Program

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION No. 2024 -**

**Resolution Accepting Year 27 Carl Moyer Program Funds  
From the California Air Resources Board**

WHEREAS, California Health and Safety Code Division 26, Part 5, Chapter 9, empowers the California Air Resources Board (CARB) to allocate Carl Moyer Program funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions of oxides of nitrogen (NO<sub>x</sub>), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them;

WHEREAS, California Health and Safety Code section 44287, authorizes CARB to provide an air district with funds if that district provides matching funds in an amount established by ARB;

WHEREAS, the Bay Area Air Quality Management District (District) has successfully implemented the Carl Moyer Program since its inception in 1998;

WHEREAS, the District will be submitting applications to CARB requesting up to \$22 million in Carl Moyer Program funds and up to \$2.4 million in Carl Moyer Program State Reserve funds to implement the Carl Moyer Program within the District for the fiscal year (FY) 2024-2025 (Year 27) cycle;

WHEREAS, the District proposes to commit up to \$3.3 million in matching funds from the District's Mobile Source Incentive Fund (MSIF) as part of the Year 27 Carl Moyer Program cycle, in accordance with the requirements of California Health and Safety Code section 44287;

WHEREAS, eligible projects include vehicle and equipment replacements or retrofits from on-road, marine, locomotive, agricultural, and off-road engines, and infrastructure to support zero-emission equipment;

WHEREAS, the District may also consider projects that qualify for grant funds under CARB's Voucher Incentive Program (VIP);

WHEREAS, the District may also consider projects that qualify for grant funds under the requirements for the State Reserve portion of Carl Moyer Program funds;

WHEREAS the District will follow the requirements in the Carl Moyer Program Guidelines for the Year 27 Carl Moyer Program cycle, in the implementation of Carl Moyer Year 27 and MSIF funds;

WHEREAS, the District may use a percentage of the Carl Moyer Program funds it receives to pay the reasonable costs of implementing the incentive program, in accordance with applicable program requirements.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the District's acceptance of FY 2024-2025 Carl Moyer Program funds, including the State Reserve portion thereof, to be awarded to eligible District projects in accordance with legislative and applicable program requirements.

BE IT FURTHER RESOLVED, the District will provide the required matching funds for District projects by allocating local MSIF revenues to eligible emission reduction projects that qualify for Carl Moyer Program matching purposes.

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District grant agreements with CARB and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed, and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

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Davina Hurt  
Chairperson of the Board of Directors

ATTEST:

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Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION No. 2024 -**

**Resolution Accepting Fiscal Year 2024-2025  
Community Air Protection Incentives Program Grant Funding  
from the California Air Resources Board**

WHEREAS, Assembly Bill (AB) 617 directed the California Air Resources Board (CARB), in conjunction with local air districts, to establish the Community Air Protection (CAP) Incentives Program in order to provide a community-focused framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution;

WHEREAS, the Bay Area Air Quality Management District (District) has successfully implemented the CAP Incentives Program since its inception in 2017;

WHEREAS, the District will apply for up to \$50 million in CAP Incentives Program funds to implement the Fiscal Year (FY) 2024-2025 cycle of the CAP Incentives Program;

WHEREAS, eligible projects include mobile sources that meet eligibility requirements of the Carl Moyer Program and California Goods Movement Bond Program, stationary source equipment replacement projects that reduce emissions, and community-identified projects consistent with the applicable community emission reduction program pursuant to Section 44391.2 of the CA Health and Safety Code;

WHEREAS, the District will implement emission reduction projects pursuant to CARB's CAP Incentives Program Guidelines, allocating funding to projects consistent with priorities identified by affected communities in a transparent, meaningful public process;

WHEREAS, the District may use a percentage of the funds it receives to pay the reasonable costs of administering the incentive program, in accordance with applicable program requirements.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the District's acceptance of FY 2024-2025 CAP Incentives Program funds to be awarded to eligible projects in accordance with legislative and applicable program requirements.

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District grant agreements with CARB and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District

on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_,  
on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

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Davina Hurt  
Chairperson of the Board of Directors

ATTEST:

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Marcy Hiratzka  
Clerk of the Boards

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION No. 2024 -**

**Resolution Accepting Fiscal Year 2024-2025 “Funding Agricultural Reduction Measures for Emission Reductions” Program Funding from the California Air Resources Board**

WHEREAS, the California Air Resources Board (CARB) developed the Funding Agricultural Reduction Measures for Emission Reductions (FARMER) Program to meet the Legislature’s objectives and help meet the State’s criteria, toxic, and greenhouse gas emission reduction goals from the agricultural sector;

WHEREAS, the Bay Area Air Quality Management District (District) has successfully implemented the FARMER Program since its inception in 2017;

WHEREAS, the District submitted an application requesting up to \$3.4 million in FARMER funds to implement the Fiscal Year (FY) 2024-2025 cycle of the FARMER program;

WHEREAS, eligible projects include agricultural vehicle and equipment replacements that meet the qualifications for the Carl Moyer Program, such as mobile off-road farm equipment replacements, agricultural irrigation pump replacements, replacements with zero-emission agricultural equipment, and heavy-duty truck replacements and advanced technology demonstration projects that are engaged in agricultural operations;

WHEREAS, the District will follow the most recent version of the FARMER Program Guidelines released by CARB in the implementation of FARMER Program funds;

WHEREAS, the District may use a percentage of the funds it receives to pay the reasonable costs of implementing the incentive program, in accordance with applicable program requirements.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the District’s acceptance of FY 2024-2025 FARMER Program funds to be awarded to eligible projects in accordance with legislative and applicable program requirements.

BE IT FURTHER RESOLVED, the Executive Officer/Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District grant agreements with CARB, individual grant awards valued at \$500,000 or less each, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

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Davina Hurt  
Chairperson of the Board of Directors

ATTEST:

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Marcy Hiratzka  
Clerk of the Boards

DRAFT



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt, and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Transportation Fund for Clean Air 40% Fund Policies Commencing Fiscal Year  
Ending 2026

RECOMMENDED ACTION

Approve proposed updates to the Transportation Fund for Clean Air 40% Fund Policies Commencing Fiscal Year Ending 2026 as shown in Attachment 1. The Policy, Grants, and Technology Committee recommended approval of these proposed updates at its October 16, 2024 meeting.

BACKGROUND

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on motor vehicles registered within the Air District’s jurisdiction to fund projects that reduce on-road motor vehicle emissions. This surcharge is used to fund eligible projects through the Air District’s Transportation Fund for Clean Air (TFCA) program. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 through 44242.

Forty percent of TFCA revenue is passed through to the nine counties in the Air District’s jurisdiction, based on each county’s proportionate share of vehicle registration fees. The county’s designated agency (i.e., administering agency) then awards the funds to eligible projects in their county. Each year the Air District Board of Directors adopts proposed updates to the TFCA 40% Fund Policies (also called the County Program Manager Fund) to maximize emissions reductions and public health benefits.

DISCUSSION

The process of annually reviewing and updating the Policies for the 40% Fund began earlier this year and is a collaborative process between the Air District and the administering agencies. This process involved Air District staff developing draft recommended revisions that reflected the recently adopted policy updates to the TFCA Regional Fund and input received during the past year from the administering agency liaisons. On June 21, 2024, Air District staff issued a draft of

the policies with the recommended updates to the administering agency liaisons for comment. The liaisons also distributed the draft for input and feedback from project sponsors within their respective jurisdictions. Written comments were submitted by three of the nine administering agencies.

In addition to minor text revisions to provide clarification, the following is a high-level summary of key proposed updates to the TFCA 40% Fund Policies:

- Increase the maximum cost-effectiveness for alternative fuel vehicles from \$500,000/ton to \$522,000/ton to align with the Carl Moyer Program (policy #2)
- Focus the definition of "Priority Areas" by removing Community Air Risk Evaluation (CARE) areas
- Revert the amount of time in which a grantee is required to commence a project from 24 to 12 months (policy #6)
- Update language so that zero emission vehicles are not restricted to the same gross vehicle weight rating (GVWR) as the baseline vehicle being replaced, as zero emission vehicles that complete the same work and are of the same size are often heavier than their diesel counterparts due to battery weight (policies #22 and #24)
- Update the bike-parking language to allow for upgrades from bike racks to e-lockers or to bicycle storage facilities. (policy #30.a.)

The proposed updates to the TFCA 40% Fund Policies are shown in Attachment 1 and a redlined version is shown in Attachment 2. Attachment 3 shows the written comments received and the responses from staff.

At the request of members of the Community Advisory Committee (CAC) at a meeting in May 2023, over the past year, Air District staff organized meetings between members of the CAC and staff from the administering agencies to talk about the community input process for identifying projects and awarding funds. In those meetings, the administering agencies shared their own community input process, and in some cases, shared that they had their own community advisory committee that advises on project identification and selection. Because these are pass-through funds, the Air District will continue to have the administering agencies use their own local process for project review, selection, and community feedback. The program this year will reflect this and will start collecting information on the agencies' community process for project identification and selection, as well as ask for more detailed information as to where projects are located.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The recommended policy updates have no impact on the Air District's budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Jason Newman  
Reviewed by: Karen Schkolnick, Minda Berbeco, and Linda Hui

ATTACHMENTS:

1. Proposed TFCA 40% Fund Policies (clean version)
2. Proposed TFCA 40% Fund Policies (redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)
3. Comments Received from the Administering Agencies on the Draft Proposed Updates to TFCA 40% Fund Policies and Air District Staff's Responses

**PROPOSED UPDATES TO THE  
 TFCA 40% FUND POLICIES COMMENCING FYE 2026**

The following Policies apply to the Bay Area Air Quality Management District’s (Air District) Transportation Fund for Clean Air (TFCA) 40% Fund, also referred to as the County Program Manager Fund, commencing fiscal year ending (FYE) 2026.

**BASIC ELIGIBILITY**

1. **Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District’s jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and these Air District Board of Directors adopted TFCA 40% Fund Policies.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement between the administering agency and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

2. **TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit specified in Table 1. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project’s operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller). All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

Administering agencies’ administrative costs are excluded from the calculation of a project’s TFCA cost-effectiveness.

**Table 1: Maximum Cost-Effectiveness for TFCA 40% Fund Projects**

<b>Policy No.</b>	<b>Project Category</b>	<b>Maximum C-E (\$/weighted ton)</b>
3	Case-by-Case Approval	250,000
22	Alternative Fuel Light- and Medium-Duty Vehicles	522,000
23	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Trucks and Buses	522,000
25	Reserved	Reserved
26	Alternative Fuel Infrastructure	500,000
27	Ridesharing Projects – Existing	150,000

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

28	First- and Last-Mile Connections – Existing	250,000
29.a.	First- and Last-Mile Connections – Pilot projects <b>not</b> in Priority Areas <sup>1</sup> or Priority Development Areas <sup>2</sup> (PDAs). <i>These projects will be evaluated every year.</i>	Year 1 - 500,000 Year 2 and beyond - see Policy #28 service is considered existing
	First- and Last-Mile Connections – <i>Pilot shuttle projects located in Highly Impacted Communities as defined in the Air District Priority Areas and/or a Planned or Potential PDA may receive TFCA Funds under the Pilot designation. These projects will be evaluated every year.</i>	Years 1 & 2 - 500,000 Year 3 and beyond - see Policy #28 service is considered existing
29.b.	Pilot Trip Reduction	500,000
30.a.	Bicycle Parking	250,000
30.b.	Bikeways	500,000
31	Bike Share	500,000
32	Reserved	Reserved
33	Infrastructure Improvements for Trip Reduction	500,000
34	Telecommuting	150,000

<sup>1</sup> Priority Areas include communities identified through the Assembly Bill (AB) 617 (2017) process; and Priority Populations as defined by SB 535 disadvantaged communities and AB 1550 low-income communities.

<sup>2</sup> Priority Development Areas are designated areas within existing communities and near public transit that are planned for new homes, jobs, and community amenities. These areas have been identified and approved by local cities or counties for future growth and have been identified in the region’s long-range plan, developed by the Association of Bay Area Governments and the Metropolitan Transportation Commission.

3. **Eligible Projects and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board-adopted policies, and Air District guidance. On a case-by-case basis, agencies that administer the 40% funds may receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.
4. **Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards ([2017 Clean Air Plan](#)), those plans and programs established pursuant to HSC sections 40233, 40717, and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.
5. **Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District (Policies #8-10).
  - a. **Public agencies** are eligible to apply for all project categories.

## Attachment 1

### Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)

- b. **Non-public entities** are eligible to apply for only new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
6. **Readiness:** Projects must commence within 12 months from the date of execution of the funding agreement with the subgrantee. If the project is sponsored directly by the agency that administers the 40% funds, the project must commence within 12 months from the date of the agency's project allocation. For purposes of this policy, "commence" means a tangible preparatory action taken in connection with the project's operation or implementation, for which the grantee can provide documentation of the commencement date and action performed. "Commence" includes, but is not limited to, the issuance of a purchase order to secure project vehicles and equipment, commencement of first- and last-mile connections and ridesharing service, or the delivery of the award letter for a construction contract.

Prior to contract execution with the subgrantee, projects must have completed all applicable environmental reviews and must have been either deemed exempt by the lead agency or issued the applicable negative declaration, environmental impact report, or statement.

7. **Maximum Two Years Operating Costs for Service-Based Projects:** Unless otherwise specified in policies #22 through #33, TFCA 40% Funds may be used to support up to two years of operating costs for service-based projects (e.g., ridesharing, first- and last-mile connections service). Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

#### APPLICANT IN GOOD STANDING

8. **Independent Air District Audit Findings and Determinations:** Grantees who have failed either the financial statement audit or the compliance audit for a prior TFCA-funded project awarded are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with HSC section 44242 or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed financial statement audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed compliance audit means an uncorrected audit finding that confirms a program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed financial statement or compliance audit of the administering agency or its grantee may subject the administering agency to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).

9. **Authorization for Administering Agency to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the administering agency) constitutes the Air District's award of TFCA 40% Funds. Agencies may incur costs (i.e., contractually obligate itself to allocate the 40% Funds) only after the Funding Agreement with the Air District has been executed.
10. **Maintain Appropriate Insurance:** Both the administering agency and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

**INELIGIBLE PROJECTS**

11. **Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or TFCA 40% Funds, and that do not propose to achieve additional emission reductions are not eligible.
12. **Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Planning activities are not eligible unless they are directly related to the implementation of a specific project or program.
13. **Reserved.**
14. **Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.

**USE OF TFCA FUNDS**

15. **Combined Funds:** TFCA 40% Funds may not be combined with TFCA Regional Funds to fund a project. Projects that are funded by the TFCA 40% Fund are not eligible for additional funding from other funding sources that claim emissions reduction credits. However, TFCA 40% fund projects may be combined with funds that do not require emissions reductions for funding eligibility.
16. **Administrative Costs:** The administering agency may not expend more than 6.25 percent of its TFCA 40% Funds for its administrative costs. The agency's costs to prepare and execute its Funding Agreement with the Air District are eligible administrative costs. Interest earned on TFCA 40% Funds shall not be included in the calculation of the administrative costs. To be eligible for reimbursement, administrative costs must be clearly identified in the expenditure plan application and in the Funding Agreement, and must be reported to the Air District.
17. **Expend Funds within Two Years:** TFCA 40% Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the administering agency in the applicable fiscal year, unless it has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, an administering agency may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project.
18. **Unallocated Funds:** Pursuant to HSC 44241(f), any TFCA 40% Funds that are not allocated to a project within six months of the Air District Board of Directors approval of the administering agency's Expenditure Plan may be allocated to eligible projects by the Air District. The Air District shall make reasonable effort to award these funds to eligible projects in the Air District within the same county from which the funds originated.
19. Reserved.
20. Reserved.
21. Reserved.

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

**ELIGIBLE PROJECT CATEGORIES**

Clean Air Vehicle Projects

**22. Alternative Fuel Light- and Medium-Duty Vehicles:**

These projects are intended to accelerate the deployment of zero- and partial-zero emissions motorcycles, cars, and light-duty vehicles. All of the following conditions must be met for a project to be eligible for TFCA funds:

- a. Vehicles must have a gross vehicle weight rating (GVWR) of 8,500 lbs. or lower;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid-electric, plug-in electric, fuel cell vehicles, and neighborhood electric vehicles (NEV) as defined in the California Vehicle Code. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas, and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 90% of the project's eligible cost; the sum of TFCA funds awarded with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs;
- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and
- g. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

**23. Reserved.**

**24. Alternative Fuel Heavy-Duty Trucks and Buses:**

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction by encouraging the replacement of older, compliant trucks and buses with the cleanest available technology. If replacing heavy-duty vehicles and buses with light-duty vehicles, light-duty vehicles must meet Policy #22. All of the following conditions must be met for a project to be eligible for TFCA Funds:

- a. Each vehicle must be new and have a GVWR greater than 8,500 lbs.;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 100% of the project's eligible cost for School Buses and 90% of the project's eligible cost for all other vehicle types; the sum of TFCA funds awarded combined with all other grants and applicable



**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

manufacturer and local/state/federal rebates and discounts may not exceed total project costs;

- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and
- g. Projects that seek to scrap and replace a vehicle may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

**25. Reserved.**

- 26. Alternative Fuel Infrastructure:** These projects are intended to accelerate the adoption of zero-emissions vehicles through the deployment of alternative fuel infrastructure, i.e., electric vehicle charging sites, hydrogen fueling stations.

Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites. This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service.

Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.

TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.

Trip Reduction Projects

- 27. Existing Ridesharing Services:** The project provides carpool, vanpool, or other rideshare services. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. Projects that provide a direct or indirect financial transit or rideshare subsidy *exclusively* to employees of the grantee are not eligible.

**28. Existing First- and Last-Mile Connections:**

The project reduces single-occupancy vehicle trips by providing short-distance connections between mass transit and commercial hubs or employment centers. All the following conditions must be met for a project to be eligible for TFCA funds:

- a. The service must provide direct connections between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location.
- b. The service's schedule, which is not limited to commute hours, must be coordinated to have a timely connection with corresponding mass transit service.
- c. The service must be available for use by all members of the public.
- d. TFCA funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, "comparable service" means that there exists, either currently or within the last three years, a direct, timed,

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed “comparable” to an existing service if the passengers’ proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service’s travel time to the proposed destination.

- e. Reserved.
- f. Grantees must be either: (1) a public transit agency or transit district that directly operates the service; or (2) a city, county, or any other public agency.
- g. If an applicant is not the only transit agency serving the area, the applicant(s) must submit a letter of concurrence from all transit districts or transit agencies that provide service in the area of the proposed route, certifying that the service does not conflict with existing service.
- h. Each route must meet the cost-effectiveness requirement in Policy #2.

**29. Pilot Projects:**

**a. Pilot First- and Last-Mile Connections:**

The project provides new first- and last-mile connections service that is at least 70% unique and operates where no other service was provided within the past three years. In addition to meeting the conditions listed in Policy #28 for First- and Last-Mile Connections, project applicants must also comply with the following application criteria and agree to comply with the project implementation requirements:

- i. Demonstrate the project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- ii. Provide data and/or other evidence demonstrating the public’s need for the service, such as a demand assessment survey and letters of support from potential users.
- iii. Provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation after the pilot period.
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- v. Projects located in the Air District *Priority Areas* and/or a Planned or Potential PDA may receive a maximum of two years of TFCA 40% Funds under the Pilot designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
  - 1. During the first year and by the end of the second year of operation, projects must not exceed a cost-effectiveness of \$500,000/ton
  - 2. Projects entering a third year of operation and beyond are subject to all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

- vi. Projects located outside of *Priority Areas* and PDAs may receive a maximum of two years of TFCA 40% Funds under this designation. For these projects, the project applicant understands and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
  - 1. By the end of the first year of operation, projects shall meet a cost-effectiveness of \$500,000/ton, and
  - 2. By the end of the second year of operation, projects shall meet all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).

**b. Pilot Trip Reduction:**

The project reduces single-occupancy commute vehicle trips by encouraging mode-shift to other forms of shared transportation. Pilot projects are defined as projects that serve an area where no similar service was available within the past three years, or that will result in significantly expanded service to an existing area. Funding is designed to provide the necessary initial capital to a public agency for the start-up of a pilot project so that by the end of the third year of the trip reduction project's operation, the project will be financially self-sustaining or require minimal public funds, such as grants, to maintain its operation.

- i. Applicants must demonstrate the project will reduce single-occupancy commute vehicle trips and result in a reduction in emissions of criteria pollutants;
- ii. The proposed service must be available for use by all members of the public;
- iii. Applicants must provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year;
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- v. Applicants must provide data and any other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users;
- vi. Pilot trip reduction projects that propose to provide ridesharing service projects must comply with all applicable requirements in policy #27.

**30. Bicycle Projects:**

These projects expand public access to bicycle facilities. New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

**a. Bicycle Parking:**

The project expands the public's access to new or upgraded bicycle parking facilities (e.g., electronic bicycle lockers, bicycle racks), which must be publicly accessible and available for use by all members of the public. Eligible projects are limited to the purchase and installation of the following types of bike parking facilities that result in motor vehicle emission reductions:

- i. New bicycle racks, including bicycle racks on transit buses, trains, shuttle vehicles, and ferry vessels;
- ii. New electric bicycle lockers or upgrades to electronic bicycle lockers from bicycle racks; and
- iii. Capital costs to construct new bicycle storage facilities or upgrade to bicycle storage facilities from bicycle racks.

**b. Bikeways:**

The project constructs and/or installs bikeways for the purpose of reducing motor vehicle emissions or traffic congestion. Bikeways for exclusively recreational use are ineligible. Projects are limited to the following types of bikeways:

- i. Class I Bikeway (e.g., bike path, multi-use path), new or upgrade improvement from Class II or Class III bikeway;
- ii. New Class II Bikeway (e.g., bike lane, buffered bike lane) or upgrade improvement from either a Class III or a Class II (non-buffered) to a Class II buffered bike lane;
- iii. New Class III Bikeway (e.g., bike route, bicycle boulevards); and
- iv. Class IV Bikeway (e.g., separated bikeway, protected bikeway), new or upgrade improvement from Class II or Class III bikeway.

All bikeway projects must follow applicable local and state standards.

**31. Bike Share:**

Projects that make bicycles available to individuals for shared use for completing first- and last-mile trips in conjunction with regional transit and stand-alone short distance trips are eligible for TFCA funds, subject to all the following conditions:

- a. Projects must either increase the fleet size of existing service areas or expand existing service areas to include new Bay Area communities.
- b. Projects must have a completed a suitability study demonstrating the viability of bicycle sharing.
- c. Projects must have shared membership and/or be interoperable with the Bay Area Bike Share (BABS) project when they are placed into service, in order to streamline transit for end users by reducing the number of separate operators that would comprise bike trips. Projects that meet one or more of the following conditions are exempt from this requirement:
  - i. Projects that do not require membership or any fees for use;

**Attachment 1**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026 (clean version)**

- ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
- iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

TFCA funds may be awarded to pay for up to five years of operations, including the purchase of bicycles or tricycles (self-propelled or electric), plus mounted equipment required for the intended service and helmets.

**32. *Reserved***

**33. Infrastructure Improvements for Trip Reduction:**

Projects that achieve motor vehicle emission reductions that expand the public's access to alternative transportation modes through the design and construction of physical improvements.

- a. The project must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.
  - b. The project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards.
  - c. The project must have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then that project has met this requirement. Examples of projects that are eligible under this policy include but are not limited to installation of new ferry terminal stations or berths, and construction for improving pedestrian access (e.g., sidewalks, overpasses).
- 34. Telecommuting:** Implementation of demonstration projects in telecommuting. No funds expended under this policy shall be used for the purchase of personal computing equipment for an individual's home use.

**PROPOSED UPDATES TO THE  
 TFCA 40% FUND POLICIES COMMENCING FYE 2026**

The following Policies apply to the Bay Area Air Quality Management District’s (Air District) Transportation Fund for Clean Air (TFCA) 40% Fund, also referred to as the County Program Manager Fund, ~~for~~commencing fiscal year ending (FYE) 20256.

**BASIC ELIGIBILITY**

- Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District’s jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and these Air District Board of Directors adopted TFCA 40% Fund Policies.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement between the administering agency and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

- TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit specified in Table 1. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project’s operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller). All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

Administering agencies’ administrative costs are excluded from the calculation of a project’s TFCA cost-effectiveness.

**Table 1: Maximum Cost-Effectiveness for TFCA 40% Fund Projects**

<b>Policy No.</b>	<b>Project Category</b>	<b>Maximum C-E (\$/weighted ton)</b>
3	Case-by-Case Approval	250,000
22	Alternative Fuel Light- and Medium-Duty Vehicles	<del>500,000</del> <u>522,000</u>
23	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Trucks and Buses	<del>500,000</del> <u>522,000</u>
25	Reserved	Reserved
26	Alternative Fuel Infrastructure	500,000
27	Ridesharing Projects – Existing	150,000

**Attachment 2**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026**  
**(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)**

28	First- and Last-Mile Connections – Existing	250,000
29.a.	First- and Last-Mile Connections – Pilot projects <b>not</b> in Priority Areas <sup>1</sup> or Priority Development Areas <sup>2</sup> (PDAs). <i>These projects will be evaluated every year.</i>	Year 1 - 500,000 Year 2 and beyond - see Policy #28 service is considered existing
	First- and Last-Mile Connections – <i>Pilot shuttle projects located in Highly Impacted Communities as defined in the Air District Priority Areas and/or a Planned or Potential PDA may receive TFCA Funds under the Pilot designation. These projects will be evaluated every year.</i>	Years 1 & 2 - 500,000 Year 3 and beyond - see Policy #28 service is considered existing
29.b.	Pilot Trip Reduction	500,000
30.a.	Bicycle Parking	250,000
30.b.	Bikeways	500,000
31	Bike Share	500,000
32	Reserved	Reserved
33	Infrastructure Improvements for Trip Reduction	500,000
34	Telecommuting	150,000

<sup>1</sup> Priority Areas include ~~Highly Impacted Communities or Episodic Areas as defined in the Air District's Community Air Risk Evaluation (CARE) Program~~; communities identified through the Assembly Bill (AB) 617 (2017) process; and Priority Populations as defined by SB 535 disadvantaged communities and AB 1550 low-income communities.

<sup>2</sup> Priority Development Areas are designated areas within existing communities and near public transit that are planned for new homes, jobs, and community amenities. These areas have been identified and approved by local cities or counties for future growth and have been identified in the region's long-range plan, developed by the Association of Bay Area Governments and the Metropolitan Transportation Commission.

3. **Eligible Projects and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board-adopted policies, and Air District guidance. On a case-by-case basis, agencies that administer the 40% funds may receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.
4. **Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards ([2017 Clean Air Plan](#)), those plans and programs established pursuant to HSC sections 40233, 40717, and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.
5. **Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District (Policies #8-10).

## Attachment 2

### Proposed TFCA 40% Fund Policies Commencing FYE 2026

(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)

- a. **Public agencies** are eligible to apply for all project categories.
  - b. **Non-public entities** are eligible to apply for only new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
6. **Readiness:** Projects must commence ~~by the end of calendar year 2025 or~~ within 2412 months from the date of execution of the funding agreement with the subgrantee. If the project is sponsored directly by the ~~agency~~ that administers the 40% funds, the project must commence within 2412 months from the date of the agency's project allocation. For purposes of this policy, "commence" means a tangible preparatory action taken in connection with the project's operation or implementation, for which the grantee can provide documentation of the commencement date and action performed. "Commence" includes, but is not limited to, the issuance of a purchase order to secure project vehicles and equipment, commencement of first- and last-mile connections and ridesharing service, or the delivery of the award letter for a construction contract.

Prior to contract execution with the subgrantee, projects must have completed all applicable environmental reviews and must have been either deemed exempt by the lead agency or issued the applicable negative declaration, environmental impact report, or statement.

7. **Maximum Two Years Operating Costs for Service-Based Projects:** Unless otherwise specified in policies #22 through #33, TFCA 40% Funds may be used to support up to two years of operating costs for service-based projects (e.g., ridesharing, first- and last-mile connections service). Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

#### APPLICANT IN GOOD STANDING

8. **Independent Air District Audit Findings and Determinations:** Grantees who have failed either the financial statement audit or the compliance audit for a prior TFCA-funded project awarded are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with HSC section 44242 or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed financial statement audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed compliance audit means an uncorrected audit finding that confirms a program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed financial statement or compliance audit of the administering agency or its grantee may subject the administering agency to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).

9. **Authorization for Administering Agency to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the administering agency) constitutes the Air District's award of TFCA 40% Funds. Agencies may incur costs (i.e., contractually obligate itself to allocate the 40% Funds) only after the Funding Agreement with the Air District has been executed.
10. **Maintain Appropriate Insurance:** Both the administering agency and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as



**Attachment 2**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026**  
**(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)**

appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

**INELIGIBLE PROJECTS**

11. **Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or TFCA 40% Funds, and that do not propose to achieve additional emission reductions are not eligible.
12. **Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Planning activities are not eligible unless they are directly related to the implementation of a specific project or program.
13. **Reserved.**
14. **Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.

**USE OF TFCA FUNDS**

15. **Combined Funds:** TFCA 40% Funds may not be combined with TFCA Regional Funds to fund a project. Projects that are funded by the TFCA 40% Fund are not eligible for additional funding from other funding sources that claim emissions reduction credits. However, TFCA 40% fund projects may be combined with funds that do not require emissions reductions for funding eligibility.
16. **Administrative Costs:** The administering agency may not expend more than 6.25 percent of its TFCA 40% Funds for its administrative costs. The agency's costs to prepare and execute its Funding Agreement with the Air District are eligible administrative costs. Interest earned on TFCA 40% Funds shall not be included in the calculation of the administrative costs. To be eligible for reimbursement, administrative costs must be clearly identified in the expenditure plan application and in the Funding Agreement, and must be reported to the Air District.
17. **Expend Funds within Two Years:** TFCA 40% Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the administering agency in the applicable fiscal year, unless it has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, an administering agency may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project.
18. **Unallocated Funds:** Pursuant to HSC 44241(f), any TFCA 40% Funds that are not allocated to a project within six months of the Air District Board of Directors approval of the administering agency's Expenditure Plan may be allocated to eligible projects by the Air District. The Air District shall make reasonable effort to award these funds to eligible projects in the Air District within the same county from which the funds originated.
19. Reserved.
20. Reserved.
21. Reserved.

**Attachment 2**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026**  
**(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)**

**ELIGIBLE PROJECT CATEGORIES**

Clean Air Vehicle Projects

**22. Alternative Fuel Light- and Medium-Duty Vehicles:**

These projects are intended to accelerate the deployment of zero- and partial-zero emissions motorcycles, cars, and light-duty vehicles. All of the following conditions must be met for a project to be eligible for TFCA funds:

- a. Vehicles must have a gross vehicle weight rating (GVWR) of 8,500 lbs. or lower;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid-electric, plug-in electric, fuel cell vehicles, and neighborhood electric vehicles (NEV) as defined in the California Vehicle Code. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas, and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 90% of the project's eligible cost; the sum of TFCA funds awarded with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs;
- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and
- g. Projects that seek to scrap and replace a vehicle ~~in the same weight class as the proposed new vehicle~~ may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

**23. Reserved.**

**24. Alternative Fuel Heavy-Duty Trucks and Buses:**

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction by encouraging the replacement of older, compliant trucks and buses with the cleanest available technology. If replacing heavy-duty vehicles and buses with light-duty vehicles, light-duty vehicles must meet Policy #22. All of the following conditions must be met for a project to be eligible for TFCA Funds:

- a. Each vehicle must be new and have a GVWR greater than 8,500 lbs.;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 100% of the project's eligible cost for School Buses and 90% of the project's eligible cost for all other vehicle types; the sum of TFCA funds awarded combined with all other grants and applicable

## Attachment 2

### Proposed TFCA 40% Fund Policies Commencing FYE 2026

(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)

manufacturer and local/state/federal rebates and discounts may not exceed total project costs;

- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and
- g. Projects that seek to scrap and replace a vehicle ~~in the same weight class as the proposed new vehicle~~ may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

#### 25. Reserved.

26. **Alternative Fuel Infrastructure:** These projects are intended to accelerate the adoption of zero-emissions vehicles through the deployment of alternative fuel infrastructure, i.e., electric vehicle charging sites, hydrogen fueling stations.

Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites. This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service.

Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.

TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.

#### Trip Reduction Projects

27. **Existing Ridesharing Services:** The project provides carpool, vanpool, or other rideshare services. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. Projects that provide a direct or indirect financial transit or rideshare subsidy *exclusively* to employees of the grantee are not eligible.

#### 28. **Existing First- and Last-Mile Connections:**

The project reduces single-occupancy vehicle trips by providing short-distance connections between mass transit and commercial hubs or employment centers. All the following conditions must be met for a project to be eligible for TFCA funds:

- a. The service must provide direct connections between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location.
- b. The service's schedule, which is not limited to commute hours, must be coordinated to have a timely connection with corresponding mass transit service.
- c. The service must be available for use by all members of the public.

## Attachment 2

### Proposed TFCA 40% Fund Policies Commencing FYE 2026

(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)

- d. TFCA funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, “comparable service” means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed “comparable” to an existing service if the passengers’ proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service’s travel time to the proposed destination.
- e. Reserved.
- f. Grantees must be either: (1) a public transit agency or transit district that directly operates the service; or (2) a city, county, or any other public agency.
- g. If an applicant is not the only transit agency serving the area, the applicant(s) must submit a letter of concurrence from all transit districts or transit agencies that provide service in the area of the proposed route, certifying that the service does not conflict with existing service.
- h. Each route must meet the cost-effectiveness requirement in Policy #2.

#### 29. Pilot Projects:

##### a. Pilot First- and Last-Mile Connections:

The project provides new first- and last-mile connections service that is at least 70% unique and operates where no other service was provided within the past three years. In addition to meeting the conditions listed in Policy #28 for First- and Last-Mile Connections, project applicants must also comply with the following application criteria and agree to comply with the project implementation requirements:

- i. Demonstrate the project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- ii. Provide data and/or other evidence demonstrating the public’s need for the service, such as a demand assessment survey and letters of support from potential users.
- iii. Provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation after the pilot period.
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- v. Projects located in the Air District *Priority Areas* and/or a Planned or Potential PDA may receive a maximum of two years of TFCA 40% Funds under the Pilot designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:

**Attachment 2**

**Proposed TFCA 40% Fund Policies Commencing FYE 2026**

(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)

1. During the first year and by the end of the second year of operation, projects must not exceed a cost-effectiveness of \$500,000/ton
  2. Projects entering a third year of operation and beyond are subject to all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).
- vi. Projects located outside of *Priority Areas* and PDAs may receive a maximum of two years of TFCA 40% Funds under this designation. For these projects, the project applicant understands and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
1. By the end of the first year of operation, projects shall meet a cost-effectiveness of \$500,000/ton, and
  2. By the end of the second year of operation, projects shall meet all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).

**b. Pilot Trip Reduction:**

The project reduces single-occupancy commute vehicle trips by encouraging mode-shift to other forms of shared transportation. Pilot projects are defined as projects that serve an area where no similar service was available within the past three years, or that will result in significantly expanded service to an existing area. Funding is designed to provide the necessary initial capital to a public agency for the start-up of a pilot project so that by the end of the third year of the trip reduction project's operation, the project will be financially self-sustaining or require minimal public funds, such as grants, to maintain its operation.

- i. Applicants must demonstrate the project will reduce single-occupancy commute vehicle trips and result in a reduction in emissions of criteria pollutants;
- ii. The proposed service must be available for use by all members of the public;
- iii. Applicants must provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year;
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- v. Applicants must provide data and any other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users;
- vi. Pilot trip reduction projects that propose to provide ridesharing service projects must comply with all applicable requirements in policy #27.

**30. Bicycle Projects:**

These projects expand public access to bicycle facilities. New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion

**Attachment 2**  
**Proposed TFCA 40% Fund Policies Commencing FYE 2026**  
**(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)**

Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.

**a. Bicycle Parking:**

The project expands the public's access to ~~new or upgraded~~~~new~~ bicycle parking facilities (e.g., electronic bicycle lockers, bicycle racks), which must be publicly accessible and available for use by all members of the public. Eligible projects are limited to the purchase and installation of the following types of bike parking facilities that result in motor vehicle emission reductions:

- i. ~~New B~~bicycle racks, including bicycle racks on transit buses, trains, shuttle vehicles, and ferry vessels;
- ii. ~~New electric bicycle lockers or upgrades to e~~Electronic bicycle lockers ~~from bicycle racks~~; and
- iii. Capital costs ~~for attended to construct new~~ bicycle storage facilities ~~or upgrade to bicycle storage facilities from bicycle racks~~.

**b. Bikeways:**

The project constructs and/or installs bikeways for the purpose of reducing motor vehicle emissions or traffic congestion. Bikeways for exclusively recreational use are ineligible. Projects are limited to the following types of bikeways:

- i. Class I Bikeway (e.g., bike path, multi-use path), new or upgrade improvement from Class II or Class III bikeway;
- ii. New Class II Bikeway (e.g., bike lane, buffered bike lane) or upgrade improvement from either a Class III or a Class II (non-buffered) to a Class II buffered bike lane;
- iii. New Class III Bikeway (e.g., bike route, bicycle boulevards); and
- iv. Class IV Bikeway (e.g., separated bikeway, protected bikeway), new or upgrade improvement from Class II or Class III bikeway.

All bikeway projects must follow applicable local and state standards.

**31. Bike Share:**

Projects that make bicycles available to individuals for shared use for completing first- and last-mile trips in conjunction with regional transit and stand-alone short distance trips are eligible for TFCA funds, subject to all the following conditions:

- a. Projects must either increase the fleet size of existing service areas or expand existing service areas to include new Bay Area communities.
- b. Projects must have a completed a suitability study demonstrating the viability of bicycle sharing.

**Attachment 2**

**Proposed TFCA 40% Fund Policies Commencing FYE 2026**

**(redlined version of Board-approved TFCA 40% Fund Policies for FYE 2025)**

- c. Projects must have shared membership and/or be interoperable with the Bay Area Bike Share (BABS) project when they are placed into service, in order to streamline transit for end users by reducing the number of separate operators that would comprise bike trips. Projects that meet one or more of the following conditions are exempt from this requirement:
  - i. Projects that do not require membership or any fees for use;
  - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
  - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

TFCA funds may be awarded to pay for up to five years of operations, including the purchase of bicycles or tricycles (self-propelled or electric), plus mounted equipment required for the intended service and helmets.

**32. *Reserved***

**33. Infrastructure Improvements for Trip Reduction:**

Projects that achieve motor vehicle emission reductions that expand the public's access to alternative transportation modes through the design and construction of physical improvements.

- a. The project must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.
- b. The project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards.
- c. The project must have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then that project has met this requirement. Examples of projects that are eligible under this policy include but are not limited to installation of new ferry terminal stations or berths, and construction for improving pedestrian access (e.g., sidewalks, overpasses).

**34. Telecommuting:** Implementation of demonstration projects in telecommuting. No funds expended under this policy shall be used for the purchase of personal computing equipment for an individual's home use.

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
<p><b>Jacki Taylor,</b> Alameda County Transportation Commission</p>	<p><b>Policy 2. TFCA Cost Effectiveness</b> <i>Resubmitting this comment from last year with a request to reconsider:</i></p> <ul style="list-style-type: none"> <li>a) Continued support for expansion of the current Air District-defined Priority Areas to include MTC-defined Equity Priority Communities (EPCs) that fall outside any of the currently qualifying Priority Areas.</li> <li>b) To expand TFCA-funded investments within the Air District-defined Priority Areas, suggest setting a higher TFCA cost-effectiveness (C-E) threshold for projects located within the defined Priority Areas, thereby directly increasing the amount of TFCA 40% funds that may be awarded to benefit these communities. For example, currently Pilot First- and Last-Mile Connections is the only project category that receives an increase in the TFCA C-E threshold, from \$250K to \$500K TFCA/ton of reduced emissions, for a period of 2 years, if located in a Priority Area. Suggest that all TFCA-eligible project types located in Priority Areas receive a similar C-E increase. Last year, it was indicated that this proposal could be discussed at a future working group meeting. Let me know when it would be convenient to include this item for a future meeting.</li> <li>c) Also, suggest increasing the maximum C-E amount for some of the project categories regardless of location, such as bicycle facilities and capital infrastructure improvements, considering the continually increasing cost of implementing these types of projects.</li> </ul>	<ul style="list-style-type: none"> <li>a) Staff reviewed MTC's Equity Priority Communities and identified that there is significant overlap with the Air District's Priority Areas, which include disadvantage and low-income communities. As a result, no changes were made.</li> <li>b) The authorizing TFCA legislation requires that cost-effectiveness criteria maximize emissions reductions. Increasing the C-E limit has the opposite effect, increasing the amount of money expended per ton of emissions reduced. Increasing C-E at this time, does not align with the legislative criteria of maximizing emissions reductions.</li> <li>c) Noted.</li> </ul>
	<p><b>Policy 3. Eligible Projects and Case-by Case Approval</b> <b>Policy 32. Reserved (formerly Arterial Management)</b></p> <p>Regarding Arterial Management (signal coordination) projects, even though Arterial Management is an eligible TFCA project type in the authorizing legislation, currently case-by-case approval is required to fund these projects, seemingly due to a concern that this type of project does not reduce emissions. According to FHWA's Traffic Signal Timing Manual (first edition): "The benefits of up-to-date signal timing include shorter commute times, improved air quality, reduction in</p>	<p>Air District staff met with commenter about the lack of long-term emission benefits regarding these project types and will not be making changes. Projects can continually be brought to the Air District's Board for approval on a case-by-case basis.</p>



Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p>certain types and severity of crashes, and reduced driver frustration.” Additionally, well-coordinated corridors do not encourage speeding. Rather, they improve the safety and experience for all modes, including transit, bicycle and pedestrian users. In this regard, signal coordination projects can be a cost-effective tool to reduce congestion and emissions while increasing safety.</p> <p>While the Air District maintains that arterial management projects may continue to receive approval on a case-by-case basis, overall it would increase the interest in TFCA funding for this project type if the Air District would reinstate it as an eligible project in the policies without the extra layer of requiring case-by-case approval (until FY 2023, arterial management projects were eligible under Policy 32).</p>	
	<p><b>Policy 6. Readiness</b></p> <p>a) Regarding the proposed change to the deadline for a project to commence, suggest rather than having two separate deadlines as proposed, I believe it would be clearer to just include one of the two proposed options: “within 12 months from the date of execution of the funding agreement with the subgrantee”, as it would accommodate projects that need to have the funding agreement timed to follow completion of the environmental phase.</p> <p>The below revised language is proposed for consideration:  <b>Readiness:</b> Projects must commence <del>by the end of the same calendar year that the respective expenditure plan was approved by the Air District Board of Directors</del> or within 12 months from the date of execution of the funding agreement with the subgrantee.</p> <p>b) Regarding the requirement added a few years ago to the Readiness Policy, “Prior to contract execution with the subgrantee, projects must have completed all applicable environmental reviews and must have been either deemed exempt by the lead agency or issued the applicable negative declaration, environmental impact report, or statement”, staff finds that delaying agreements complicates the monitoring of awarded TFCA grants and suggests revising the policy to allow administering agencies to enter into funding agreements with subgrantees regardless of the status of the environmental phase.</p>	<p>a) Thank you for noting this discrepancy. An update has been made to the Policies.</p> <p>b) Projects must meet the current readiness criteria before contract execution to ensure project success. No changes were made.</p>

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p><b>Policy 27. Existing Ridesharing Services</b></p> <p>Suggest including more information in Policy 27 about the types of projects that fit under the ride sharing category. Considering that this category is intended to cover activities and project types beyond just ridesharing, such as Transportation Demand Management programs and other educational programs and incentive campaigns to promote transit, biking, and/or walking.</p>	<p>This category mirrors the authorizing legislation which specifies ride sharing as an eligible project type. Incentive programs to promote transit, biking and/or walking that do not result in ride sharing are not eligible.</p>
	<p><b>Policy 30. Bicycle Projects</b></p> <p><i>Resubmitting this comment from last year with a request to reconsider:</i></p> <p>For proposed upgrades to existing bicycle facilities, request adding language to Policy 30 to allow upgrades to existing facilities to be evaluated as new facilities, under certain circumstances, such as:</p> <ul style="list-style-type: none"> <li>• Upgrades to facilities that are no longer up to current design/safety standards, especially for bicycle facilities that have not previously been funded with TFCA or other funding sources that claimed vehicle emission reduction benefits, and</li> <li>• Upgrades to facilities that were originally funded with TFCA that have exceeded their minimum required useful life</li> </ul> <p>This approach is consistent with the evaluation of alternative fuel infrastructure projects for TFCA, where equipment upgrades can be funded at the same level as new projects, once the useful life/performance period established for the original TFCA project has been completed.</p> <p>Although currently eligible in Policy 30, upgrades to existing facilities are severely restricted in the accompanying TFCA CPM Guidance document to receiving just 10% of the funding that would be available for a new bicycle facility. Removing this 10% restriction for upgrades, especially for bicycle facilities that have not previously claimed any emission reduction benefits or that have completed a previously established TFCA useful life period, would help jurisdictions implement Vision Zero and All Ages and Abilities policies by upgrading substandard facilities using current best practices.</p>	<p>Upgrades are eligible, however projects must achieve surplus emission reductions, meaning that emission reductions are above what is required by law, regulation, or contract.</p>

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p>In the past, requested increases to the amount of TFCA funding that can be awarded to upgrade bicycle facilities have been declined due to a lack of evidence that upgrades increase facility usage. On the contrary, it's generally accepted that high-quality bikeways, including upgrades, that are appropriate for the stress level of the roadway, are an important component of preventing injuries and fatalities and encouraging sustainable mode shift. Revising how bicycle facility upgrades are evaluated for TFCA would help implement much needed improvements to bicycle facilities, including those located in Air District-defined Priority Areas.</p> <p>The Air District's response to my comment last year indicated that "The 10% number is derived from staff analysis of upgrade impacts... Staff will provide additional clarification in the Guidance that is issued to administering agencies later this year." I did not see clarification about the prior staff analysis included in the FYE25 Guidance, so it would be helpful if it, along with any other guidance that might help applicants prepare alternative trip reduction estimates, can be included in the FYE26 Guidance. Preparing project-specific analysis to estimate the impacts of upgrade projects can serve as a disincentive for applicants. My above suggestion to allow upgrades to be evaluated for TFCA as new bicycle facilities (using a small % of the roadway ADT) would eliminate this hurdle.</p>	<p>The Guidance allows for administering agencies to propose different methodologies for any category but requires them to provide supporting documentation as to why these alternative approaches are being used. They may also use alternative assumptions based on data collected.</p>
<p><b>Sean Carpentier,</b> C/CAG of San Mateo County</p>	<p><b>Policy 22. Alternative Fuel Light- and Medium-Duty Vehicles,</b> <b>Policy 24. Alternative Fuel Heavy-Duty Trucks and Buses, and</b> <b>Policy 26. Alternative Fuel Infrastructure</b></p> <p>C/CAG's recent call for projects demonstrated that our local jurisdictions were challenged to get their proposed projects to meet the current C-E thresholds. The member agencies either had to withdraw their application or increase their local match to over 40%. C/CAG recommends the Bay Area Air Quality Management District to increase the Maximum Cost-Effectiveness (C-E) for TFCA 40% Fund Projects specifically for Policy 22, 24, and 26 to account for the high costs of alternative vehicles and the supporting infrastructure and the difficulty that jurisdictions, in particular small and resource challenged equity communities, have in providing a match that in some cases exceeded 40%.</p>	<p>The C-E limits for Policies #22 and 24 were increased to match state C-E limits for similar categories. No changes were made to policy #26, <i>Alternative Fuel Infrastructure</i>, at this time.</p>

Commenter and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
<p><b>Santa Clara County</b></p> <p><b>Ozzy Arce,</b> City of Palo Alto</p> <p><b>Harry Freitas,</b> County of Santa Clara</p>	<p><b>Policy 17. Expend Funds within Two Years</b> (comment by W. Hough)</p> <p>I recommend an improvement to Policy #17. Currently this policy says in part, TFCA 40% Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the administering agency in the applicable fiscal year...</p> <p>A review of the “date of first check” column on the Funding Status Report indicates that this payment takes place at varying times during the November-December timeframe. This inconsistency causes difficulty for the County Program Managers to start the 2-year “Expend Funds within Two Years” clock, which can lead to hasty revisions to the Funding Status Report.</p> <p>To fix this, change Policy 17 to a date certain and forget about this “date of first check” nonsense.</p>	<p>Based on the legislation, funds must be expended within two years of receiving the funds. Due to the nature of how checks are issued, Air District staff cannot do a “date certain” as recommended.</p>
<p><b>Heather Hoshii,</b> City of San Jose</p> <p><b>William Hough,</b> Santa Clara Valley Transportation Authority</p>	<p><b>Policy 30.a. Bicycle Parking</b> (comment by O. Arce)</p> <p>Bicyclists, including children heading to school, need abundant, efficient, safe, and secure places to store their bicycles. Bicycle support facilities, such as short-term bicycle parking, help support bicycle commuting in Palo Alto and contribute to the long-term viability of bicycling as a healthy, active, and sustainable mode for commuting, including school commutes. However, many of the existing bike racks at schools are inadequate, aging, and past their useful life, resulting in damaged bicycles, crowded facilities, and may deter children from riding their bicycle to school. Considering how bicycle parking and end-of-trip facilities can be a determining factor in whether someone decides to make a bicycle trip, the City of Palo Alto respectfully submits the following comment regarding the Bay Area Air Quality Management District's (BAAQMD) Transportation Fund for Clean Air (TFCA) program, specifically Basic Eligibility Policy #30, Bicycle Projects, specifically Bicycle Parking: Allow funds to be used to pay for the costs related to maintenance, repairs, upgrades, rehabilitation, or operations of <u>existing but substandard</u> bicycle parking facilities.</p>	<p>Staff reviewed and added language to allow for bicycle parking upgrades in order to increase usage of bikeways and to promote vehicle trip reduction; however, operation and maintenance costs are ineligible as they do not produce surplus emissions reductions through vehicle trip reduction.</p>
	<p><b>Policy 32. Reserved (formerly Arterial Management)</b> (comment by W. Hough)</p> <p>Effective with its FYE2024 guidance, the BAAQMD removed the Arterial Management project category from Policy #32.</p>	<p>Air District staff met with commenter to discuss this project category and will not be making changes.</p>

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p>Despite this change, VTA notes that California Health &amp; Safety Code Section 44241(b-4) remains in effect, therefore, Arterial Management should be restored to Policy 32. We consulted with the signal and traffic operations staff from cities and county staff in Santa Clara County about this change and are attaching comment letters from San Jose and S. C. County. The following observations about arterial timing projects must be considered when evaluating these projects:</p> <ul style="list-style-type: none"> <li>• The economy and land development are the primary influences on air quality, traffic patterns, and number of trips. Signal timing reacts to these changes in traffic patterns to keep the roads operating efficiently and reducing emissions by decreasing stop-start driving.</li> <li>• Signal timing does not increase the capacity of a roadway or intersection; rather, signal timing helps a road operate at its design capacity by reducing stops and delays. When the demand along a roadway outstrips the design capacity, signal timing cannot eliminate the congestion or smooth the flow of traffic.</li> <li>• Signal timing does not create a growth in automobile trips; although, it may lead to some redistribution of automobile trips locally. Smooth-flowing arterials can minimize diversion of traffic to local and neighborhood streets. Therefore, the air quality benefits of a signal timing project for a major arterial may be greater than just the emission reductions along the arterial itself - any local roads that are relieved of traffic also experience reduced stops and delay which results in reduced air pollutant emissions.</li> <li>• Conversely, a lack of signal timing will not reduce the number of automobile trips. When a roadway or intersection becomes highly congested, drivers tend to seek other routes, such as cutting through neighborhoods. These local and neighborhood roads have less capacity and can become congested more quickly, leading to worsening air quality with the increased stops and delays.</li> </ul> <p>We disagree with the premise that smoothing the flow of traffic is growth inducing. Arterial management projects are some of the most cost-effective projects funded with TFCA funds, especially in Santa Clara County which historically has had an automobile-dependent suburban development pattern. While VTA, the cities, and county continue to work on changing land use patterns to make alternate modes of travel an option for more people, it will take time for these land use patterns to significantly affect the countywide dependency on the automobile for basic</p>	<p>The legislation was originally passed in 1991, and as a result, some categories that are eligible under the legislation no longer fulfill the intent of long-term emissions reductions nor meet the cost-effectiveness criteria. For example, the TFCA no longer funds highway congestion pricing nor diesel truck repowers, though both categories are permissible under the legislation.</p> <p>Because arterial management projects have short-term vehicle emission reduction benefits, this project category was removed. Removal of this category makes room for projects that have lengthier emission reduction benefits. However, Arterial management projects can still be brought to the Air District's Board for approval on a case-by-case basis.</p>

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p>travel needs such as commuting to work, schools, shopping, and services. It is also a long-term process for most motor vehicle owners to transition to alternative-fueled, cleaner vehicles. Until then, excessive delays and stops of gasoline-powered motor vehicles will continue to be a major source of pollutants in Santa Clara County. Through arterial management signal timing projects, the air pollutant emissions created by the great majority of travelers in Santa Clara County are reduced. It is these far-ranging impacts that make signal timing projects one of the best investments for TFCA funds.</p> <p>Finally, removing an HSC-eligible project category just reinforces the reality that the TFCA program is increasingly difficult to manage. Specifically, compared to a decade ago, it is much more difficult to find projects that are cost-effective, have full funding plans and can be delivered in the time allowed. Given how expensive projects have become, "incentive" funds, like TFCA, have lost their luster because they are so constrained. Applicants don't seem to be interested in receiving \$100K - \$200K in restricted funds for a project that costs \$5M or more and discouraging eligible project types is the wrong approach. We strongly encourage BAAQMD to restore Arterial Management Policy 32.</p>	
	<p><b>Policy 32. Reserved (formerly Arterial Management)</b> (comment by H. Hoshii)</p> <p>Effective with its FYE2024 guidance, the BAAQMD removed the Arterial Management project category, formerly covered under Policy #23. The City of San José would like to reverse this change in the FYE2025 guidance.</p> <p>Arterial Management has played a key role in San José pathway to carbon neutrality. Over two-thirds of the 970+ signals in San José are coordinated, which need to be retimed every 3 to 5 years to effectively accommodate volume and traffic pattern changes due to various factors such as economic growth, land use changes, and roadway network configurations. Policy #23 allowed for essential funding for past signal timing projects that enabled San José to achieve a significant reduction of vehicle and transit travel time and stop delays along the retimed corridors, thereby greatly reducing carbon emissions.</p> <p>Over the past decade, San José has adopted aggressive mode-shift goals, aligning with Complete Street design guidelines, Transit First policies, and Vision Zero policies. Significant work is</p>	<p>See response above.</p>

Committer and Organization	Comments received from the administering agencies between June 21, 2024 – August 23, 2024	Air District Staff's Responses
	<p>underway to meet these goals, such as installing protected bike lanes, transit-only lanes, corner bulb-outs, additional pedestrian crossings, and lane reconfigurations. As a result, the roadways are seeing impactful geometric changes and capacity reductions, which require signal retiming to maximize the operations of the modified roadway for the safety and efficiency of pedestrians, bikes, transit, and vehicles. Signal retiming work is a big component that encourages the adoption and expansion of the projects that advance these mode-shift goals, and ultimately, reduce harmful carbon emissions. Thus, we are in urgent need to have Arterial Management grant funds to support this work.</p>	
	<p><b>Policy 32. Reserved (formerly Arterial Management)</b> (comment by H. Freitas)</p> <p>With its FYE2024 guidance, the Bay Area Air Quality Management District (BAAQMD) made a significant decision to remove the Aerial Management project category formerly covered under Policy #32. Recognizing the success and importance of this category, the County of Santa Clara Roads and Airports Department (Roads), in consultation with the Valley Transportation Authority (VTA), agreed to advocate for its reinstatement for several reasons. Signal timing optimizes traffic flow, mitigating stops and delays, and effectively manages increased traffic due to economic growth and land use changes. This allows roads to operate efficiently without needing to expand capacity and prevents traffic from diverting to local streets. Without signal timing, intersections can become highly congested, leading to longer emergency response times, delays for transit vehicles, and increased "cut-through" traffic in neighboring areas.</p> <p>Santa Clara County has eight expressway corridors that function as freeway-like regional connectors between residential, commercial, and employment centers. TFCA's 40% funding has enabled regular retiming of signals on these expressways, reducing traffic congestion, delays, and idling. Periodic retiming is necessary to adapt to changing traffic patterns and increased demand from nearby redevelopment and infrastructure projects. In 2010, the County's analysis of a five-year signal retiming project demonstrated significant cost-effectiveness in travel time savings, fuel consumption reductions, and emission decreases. However, the recent removal of arterial management projects from BAAQMD's eligible funding list has hindered the County's ability to maintain these corridors and effectively reduce vehicle emissions.</p>	<p>See response above.</p>

Attachment 3

Comments Received from the Administering Agencies on the Draft Proposed Updates to TFCA 40% Fund Policies and Air District Staff's Responses

<b>Committer and Organization</b>	<b>Comments received from the administering agencies between June 21, 2024 – August 23, 2024</b>	<b>Air District Staff's Responses</b>
	<p>Arterial management projects are among the most cost-effective uses of TFCA funds, especially in car-dependent Santa Clara County. Until land use patterns change and cleaner vehicles are widespread, delays and stops of gasoline-powered vehicles will remain a major pollution source. Signal timing projects can significantly reduce emissions, making them a top investment for TFCA funds.</p> <p>We strongly encourage BAAQMD to restore Arterial Management Policy #32.</p>	



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt, and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Grants for Recommended Projects with Proposed Grant Awards Over \$500,000

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Approve one recommended project with a proposed grant award over \$500,000 as shown in Attachment 1; and
2. Authorize the Executive Officer/Air Pollution Control Officer to enter into all necessary agreements with applicants for the recommended project.

This item was discussed at the Policy, Grants, and Technology Committee meeting on September, 18, 2024. The Committee voted to recommend this one grant to the full Board for approval.

BACKGROUND

The Air District receives a variety of funding sources to implement grant programs that are designed to reduce air pollution generated by mobile sources. The funding sources discussed in this report include the Carl Moyer Program (CMP), Mobile Source Incentive Fund (MSIF), Community Air Protection (CAP) Incentives program, Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program, and the Transportation Fund for Clean Air (TFCA). These funding sources each have their own requirements and are utilized to implement voluntary incentive grant programs to expedite emissions reductions of criteria air pollutants and toxic air contaminants from mobile sources, especially in overburdened communities, and support the transition of fleets to zero-emission. For additional background information on these funding sources see Attachment 2.

The Air District generally receives new revenue from these sources annually. Attachment 3 shows a summary of the Air District's active funding source revenue for FYE 2025, which includes funding from the CMP, MSIF, CAP, FARMER, and TFCA. Funding from each cycle must be awarded and liquidated (paid out) within two to four years of the date of award/receipt, depending on the funding source. As new projects are recommended for award, staff work to obligate (encumber) the oldest source/cycle of funding for which a specific project is eligible.

For this reason, a portion of the oldest funding shown in Attachment 3 may have been awarded to projects in the previous fiscal year, and some of the newer funding may remain unallocated during the current year and will be awarded in future years.

### **Project Selection**

Applications for grant funding received by the Air District are reviewed and evaluated using the eligibility criteria requirements of the respective governing policies and guidelines established by each funding source, e.g., California Air Resources Board (CARB) or the Board. For most mobile source replacement projects, the maximum award amount for each piece of equipment is capped by cost-effectiveness limits established by CARB. A cost effectiveness calculation for mobile source projects takes into account equipment-specific factors such as how much the equipment will be operated over the project life and attributes of the baseline equipment (e.g., age, horsepower, fuel type, etc.). Under the Air District's most recent Heavy-duty Vehicle and Equipment Replacement Program solicitation that closed in April 2024, the cost effectiveness limits ranged from \$33,000 per weighted ton of emissions reduced for diesel-to-diesel replacement projects and up to \$522,000 per weighted ton of emissions reduced for projects that replace old vehicles and equipment with zero-emission alternatives. Some projects, such as infrastructure projects and voucher-based projects do not require the Air District to calculate cost-effectiveness.

On April 6, 2022, the Board authorized the Executive Officer/Air Pollution Control Office (APCO) to approve projects with awards up to \$500,000. For projects where the proposed awards is greater than \$500,000, staff bring these recommended projects to the Board for consideration and at least quarterly, staff provides updates to the Policy, Grants, and Technology Committee and/or Board of Directors on the status of the CMP, TFCA, CAP, MSIF and FARMER incentive funding for the current fiscal year, including a list of all approved projects and allocated funds.

### **DISCUSSION**

This report provides a final summary of projects awarded in the previous fiscal year ending (FYE) 2024, which includes the period of July 1, 2023, through June 30, 2024, and a discussion of funding available and projects recommended during FYE 2025 that began on July 1, 2024.

Attachment 4 shows a list of all projects awarded by the Air District during FYE 2024, and summarizes the awards made by county and equipment category. Over \$97.7 million was awarded in FYE 2024, with over 86 % to projects whose emission reductions will benefit priority areas.

For FYE 2025, the Air District has approximately \$130.3 million from new and prior year funds from the CMP, MSIF, CAP, FARMER, and TFCA programs available for award to projects. Between July 1, 2024, and August 19, 2024, staff completed an evaluation of one application that had a proposed award of over \$500,000. This project was evaluated through the Air District's Heavy-Duty Vehicle and Equipment Replacement Program under a first-come, first-served solicitation that ran from November 28, 2023, through April 11, 2024.

Staff recommend approval of the award of up to \$696,600 from a combination of CMP, TFCA, MSIF, and CAP Incentives revenues for the project that is shown in Attachment 1. The recommended project is located in Richmond and will provide emission reductions benefits in the Richmond-San Pablo community by replacing one off-road diesel loader and one off-road diesel sweeper with zero-emission equivalents and install two level 2 (80A) dual-port wall mounted charging stations with associated electrical conduit and infrastructure to support the units. The project is estimated to reduce approximately 0.5 tons of nitrogen oxide (NOx), reactive organic gases (ROG), and particulate matter (PM) emissions per year and has an average estimated cost effectiveness of \$350,000 per weighted ton of emissions reduced.

For FYE 2025, Attachment 5 lists all eligible projects that have been either recommended or approved by the Air District between July 1, 2024, and August 19, 2024, including information about project equipment, award amounts, project locations, estimated emissions reductions, and whether the project will benefit air quality in priority communities. This table also shows funding that has been allocated (reserved) for Air District Sponsored programs, including the Vehicle Buy-back Program. As of August 19, 2024, over \$16.7 million has been awarded, allocated, or recommended, of which over \$13.9 million was allocated to “regional” projects that benefit all communities or where the benefit has not yet been determined. As more projects are recommended and approved, staff will track and report the funding toward projects whose emissions reductions benefit the Air Districts priority areas, including AB 617 communities, disadvantaged SB 535 communities and low-income AB 1550 communities.

A competitive solicitation for electric infrastructure to support zero emission heavy-duty projects opened on June 10, 2024, and closed on August 1, 2024, under which \$35 million is available for award. The next cycle of funding for mobile source projects is currently under development and anticipated to open later this calendar year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes the CMP, MSIF, CAP Incentive, FARMER, and TFCA funding to project sponsors on a reimbursement basis. The recommended project listed on Attachment 1 will be awarded a total of \$696,600 that will be paid for by one or more of these state and local incentive fund sources upon project completion, expected within the next one to three years. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Daniel Langmaid  
Reviewed by: Minda Berbeco, Alona Davis, Chengfeng Wang, and Karen Schkolnick

ATTACHMENTS:

1. Recommended Projects with grant awards greater than \$500,000 (evaluated 7/1/24 to 8/19/24)
2. Background on Sources of Funding Sources
3. Sources of Active Incentive Program Revenue (FYE 2025)
4. FYE 2024 Final Report (7/1/23 to 6/30/24)
5. All projects - awarded, allocated, and recommended (7/1/24 to 8/19/24)

## ATTACHMENT 1

### Recommended Projects with Grant Awards Greater than \$500k Evaluated between 7/1/24 and 8/19/24

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

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	Emissions Reductions (tons per year)			County	Benefits Disadvantaged or Low-income areas
						NOx	ROG	PM		
25MOY58*	Levin Richmond Terminal Corporation	Port Off-Road Equipment	Replace one Tier-4I off-road diesel loader with an electric loader and replace one Tier-2 off-road diesel sweeper with an electric sweeper, plus charging infrastructure.	\$696,600	\$1,138,487.63	0.484	0.042	0.024	Contra Costa	Yes

1	<b>Project</b>	<b>Totals</b>	<b>\$</b>	<b>696,600</b>	<b>\$</b>	<b>1,138,488</b>	<b>0.48</b>	<b>0.04</b>	<b>0.02</b>
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\*Pending case-by-case approval by California Air Resources Board (CARB).

## Attachment 2

### Background on Sources of Funding

#### **Carl Moyer Program and Mobile Source Incentive Fund**

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NO<sub>x</sub>), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include heavy-duty diesel engine applications such as on-road trucks and buses, off-road construction, agricultural equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per AB 1390, at least 50% of CMP funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's Mobile Source Incentive Fund (MSIF).

#### **Community Air Protection Program - Incentives**

In 2017, AB 617 directed CARB, in conjunction with local air districts to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the state, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in fiscal year ending (FYE) 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases for the Community Air Protection (CAP) Incentives program. CAP Incentives funds may be used to fund projects eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, CAP Incentive funds may also potentially be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAP Incentives funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

#### **Funding Agricultural Replacement Measures for Emission Reductions**

In February 2018, CARB developed the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program Guidelines that outline requirements for eligible agricultural

equipment replacement projects evaluated under the CMP guidelines, including harvesting equipment, pump engines, tractors, and other equipment used in agricultural operations. Subsequent updates to the FARMER guidelines expanded eligible projects to include zero-emission demonstration projects and added flexibility for funding zero-emission equipment. Under the California State Budget, funds have been appropriated to CARB for each new cycle of the FARMER program for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector.

### **Transportation Fund for Clean Air**

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund for Clean Air (TFCA) are set forth in HSC Sections 44241 and 44242. Sixty percent of TFCA monies are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air program) and to a program referred to as the Regional Fund. The legislation also requires the remaining forty percent to be allocated by formula to the nine designated Bay Area transportation agencies, who in turn award these monies to eligible projects within their county. Each year, the Air District's Board of Directors (Board) allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. On April 5, 2023, the Board authorized funding allocations of the sixty-percent portion of the TFCA revenue for use in FYE 2024, and cost-effectiveness limits for Air District-sponsored programs that will be implemented during FYE 2024. On May 17, 2023, the Board adopted policies and evaluation criteria that will govern use of the 60% portion during FYE 2024. This report discusses only the 60% Funds, which is the portion that is awarded directly by the Air District.

### Attachment 3

#### Sources of Active Incentive Program Revenue (FYE 2025)<sup>1</sup>

Funding Source Cycle <sup>2</sup>	\$ for Projects and Programs (in Millions)	Award Date	Source
CMP Year 24	\$ 26.7*	3/16/2022	CARB
CMP Year 24 State Reserve	\$ 4.5	6/3/2022	CARB
CMP Year 25	\$ 13.6	2/22/2023	CARB
CMP Year 25 State Reserve	\$ 2.8	5/19/2023	CARB
CMP Year 26	\$ 13.4	11/21/2023	CARB
CMP Year 26 State Reserve	\$ 0.8	4/30/2024	CARB
CAP Incentives Year 6	\$ 32.7*	12/27/2022	CARB
CAP Incentives Year 7	\$ 31.9	11/20/2023	CARB
FARMER Year 5	\$ 2.4*	12/14/2022	CARB
FARMER Year 6	\$ 1.2	11/13/2023	CARB
TFCA 60% Funds FYE 2025	\$ 32.0**	Accrues monthly	\$4 DMV fees
Mobile Source Incentive Fund FYE 2025	\$ 10	Accrues monthly	\$2 DMV fees
<b>Total Incentive Revenues</b>	<b>\$172</b>		

<sup>1</sup> This is not a complete listing of all sources of incentive funds managed by the Air District but covers the sources that are discussed in this report.

<sup>2</sup> Includes Carl Moyer Program (CMP), Community Air Protection (CAP) Incentives, Funding Agricultural Replacement Measures for Emissions Reduction (FARMER), and Transportation Fund for Clean Air (TFCA).

\* This active revenue source was partially obligated to projects in previous fiscal years and only a portion of the amount shown is available for award to projects in FYE 2025.

\*\* Amount includes \$11.65 million in new TFCA funds that will accrue over the fiscal year and \$20.35 million in carryover funds from previous fiscal years.

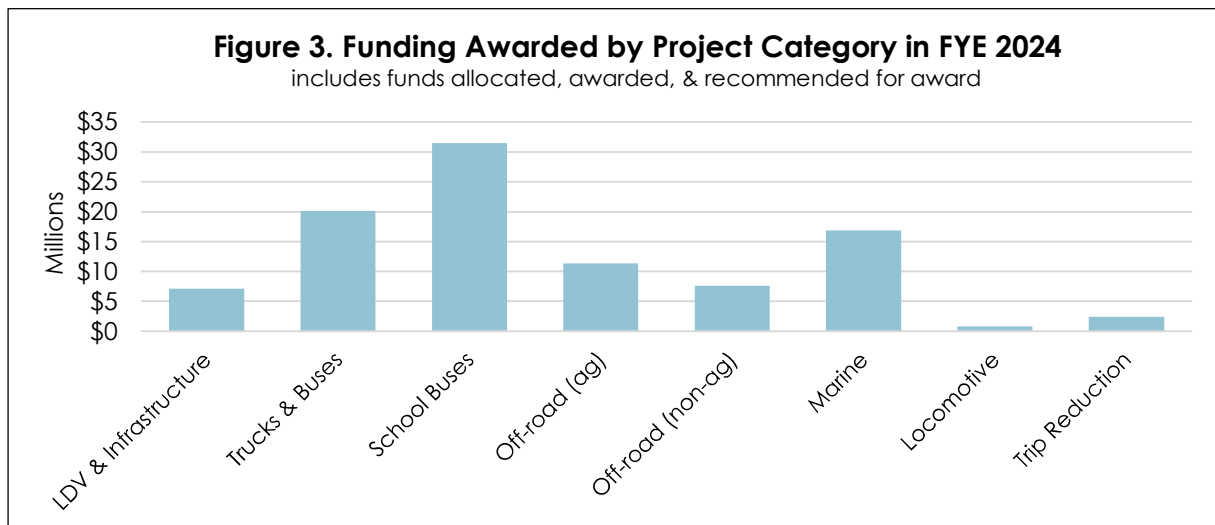
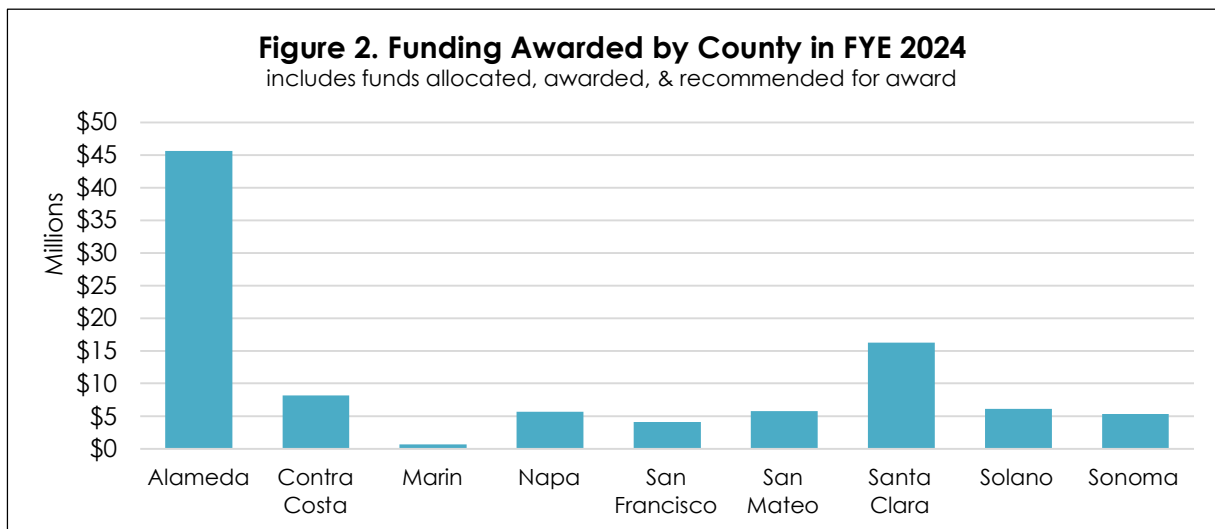
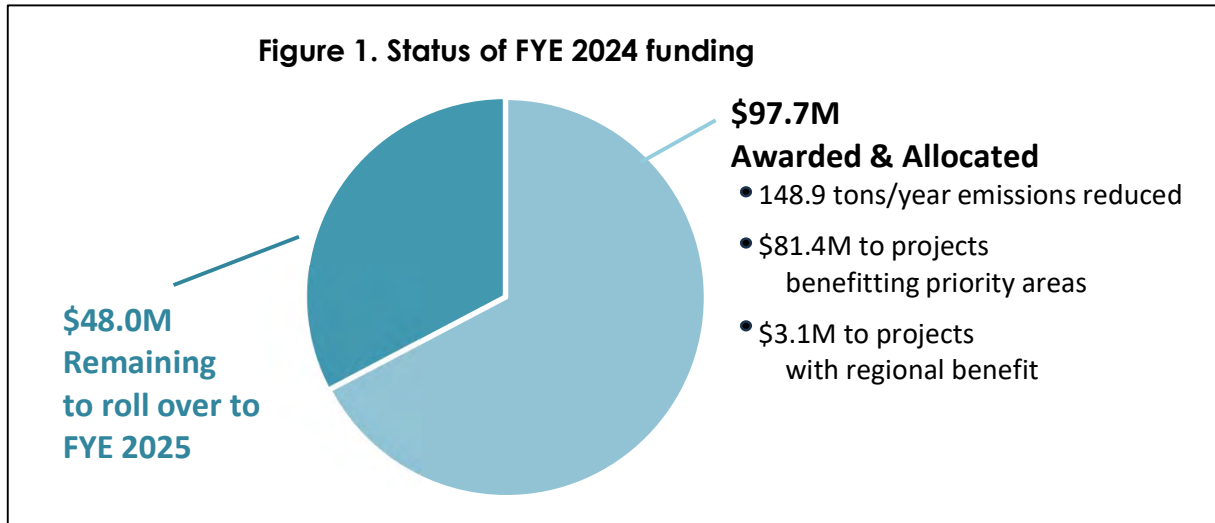


# ATTACHMENT 4

## FYE 2024 Final Report - Funding Summary

### 7/1/23 through 6/30/24

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



**ATTACHMENT 4**  
**FYE 2024 Final Report - All Projects**  
**Awarded and Allocated between 7/1/23 and 6/30/24**

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

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source
						NOx	ROG	PM				
24R01	BAAQMD	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$ 150,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/7/2023 <sup>2</sup>	N/A	1
24R02	BAAQMD	Light Duty (LD) Vehicles	Vehicle Buy Back Program Implementation	\$ 700,000	N/A	-	-	-	Regional	6/7/2023 <sup>2</sup>	N/A	1
24R03	BAAQMD	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	\$ 2,290,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/7/2023 <sup>2</sup>	N/A	1
2302-34214	1567 McAllister Street HOA	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at a MFH facility in San Francisco	\$ 17,500	N/A	0.002	0.001	0.000	San Francisco	6/7/2023 <sup>2</sup>	Yes	1
2301-33229	Carmel Gardens HOA, Burlingame	LD Infrastructure	Install and operate 18 Level 1 chargers at a MFH facility in Burlingame	\$ 45,000	N/A	0.000	0.000	0.000	San Mateo	6/7/2023 <sup>2</sup>	Yes	1
2302-34181	San Rafael Manor	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a MFH facility in San Rafael	\$ 24,500	N/A	0.007	0.004	0.003	Marin	6/7/2023 <sup>2</sup>	No	1
2302-33758	City of Pittsburg	LD Infrastructure	Install and operate 38 Level 2 (high) and 4 DC Fast chargers at one destination and five workplace facilities in Pittsburg	\$ 349,000	N/A	0.125	0.074	0.009	Contra Costa	6/7/2023 <sup>2</sup>	Yes	1
2303-34270	Contra Costa County	LD Infrastructure	Install and operate 151 Level 2 (high) chargers at 19 workplace facilities in Antioch, Concord, Hercules, Martinez, and Richmond	\$ 748,000	N/A	0.102	0.060	0.038	Contra Costa	6/7/2023 <sup>2</sup>	Yes	1
2303-34330	EVgo Services LLC	LD Infrastructure	Install and operate 66 DC Fast chargers at nine transportation corridor facilities in Antioch, Berkeley, Colma, Concord, Hayward, Oakland, Petaluma, San Jose, and San Mateo	\$ 2,950,000	N/A	1.083	0.671	0.449	Regional	6/7/2023 <sup>2</sup>	Yes	1
2302-33844	Grand Petroleum, Inc.	LD Infrastructure	Install and operate 8 DC Fast chargers at one destination and three transportation corridor facilities in Campbell, Concord, Hayward, and Pleasant Hill	\$ 260,000	N/A	0.016	0.010	0.007	Alameda / Contra Costa / Santa Clara	6/7/2023 <sup>2</sup>	Yes	1
2302-33921	Alameda County Government	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a destination facility in Castro Valley	\$ 38,500	N/A	0.014	0.008	0.005	Alameda	6/7/2023 <sup>2</sup>	Yes	1
2301-33528	7-Eleven, Inc.	LD Infrastructure	Install and operate 36 DC Fast chargers at nine transportation corridor facilities in Hayward, Millbrae, Redwood City, San Jose, San Ramon, South San Francisco, and Sunnyvale	\$ 990,000	N/A	0.091	0.056	0.038	Regional	6/7/2023 <sup>2</sup>	Yes	1
2302-34083	Circle K	LD Infrastructure	Install and operate 6 DC Fast chargers at a transportation corridor facility in Gilroy	\$ 270,000	N/A	0.041	0.026	0.017	Santa Clara	6/7/2023 <sup>2</sup>	Yes	1
23SBP53	Saftrans Transportation, Inc.	School Bus + Infrastructure	Replace 14 diesel school buses with 14 new electric school buses, and install 11 chargers	\$ 4,822,770	14	0.739	0.040	0.004	Santa Clara	7/19/23	Yes	1, 2
23MOY44	Everport Terminal Services	Off-Road	Repower two Tier-1, one Tier-4 Interim, and two Tier-4 final diesel-powered rubber-tired gantry cranes (RTGs) with five Hybrid, diesel-electric Tier-4 final RTGs	\$ 1,065,200	5	3.707	0.308	0.051	Alameda	7/19/23	Yes	2
23MOY119	Richmond Pacific Railroad	Locomotive	Replace one Tier-0 diesel-powered locomotive with a Tier-4 final diesel-powered locomotive	\$ 828,000	1	2.501	0.431	0.124	Contra Costa	7/19/23	Yes	2
23MOY62	B/S Ranch	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture loaders	\$ 88,000	2	0.140	0.024	0.017	Marin	7/14/23	Yes	2
23MOY155	Kistler Vineyards LLC	Ag/ off-road	Replace three Tier-1 with three Tier-4 diesel-powered agriculture tractors, and two Tier-2 with two Tier-4 diesel-powered agriculture tractor	\$ 232,950	3	0.609	0.085	0.066	Sonoma	7/24/23	Yes	2

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						NOx	ROG	PM				
23MOY93	Massa LLC	Ag/ off-road	Replace one Tier-2 with one Tier-4 diesel-powered agriculture tractor	\$ 58,250	1	0.091	0.005	0.005	Napa	7/24/23	No	2
23MOY118	Renteria Vineyard Management, LLC	Ag/ off-road	Replace two Tier-1 to two Tier-4 diesel-powered agriculture tractor/crawler	\$ 147,600	2	0.239	0.045	0.035	Napa	7/26/23	Yes	2
23MOY96	T and M Agricultural Services LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor/crawler, and one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 55,600	2	0.052	0.046	0.012	Napa	7/26/23	No	2
23MOY98	Fiorio Farm, Inc	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 73,900	1	0.588	0.076	0.044	Santa Clara	8/4/23	No	2
23MOY116	Tru2Earth Farm LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 21,000	1	0.029	0.024	0.006	Santa Clara	8/10/23	Yes	2
23MOY74	Sequoia Grove Vineyards, LP	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	\$ 45,000	1	0.036	0.007	0.005	Napa	8/15/23	No	2
23MOY166	V. Sattui Winery	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor, and one Tier-1 with one Tier-4 diesel-powered agriculture tractor	\$ 145,600	2	0.274	0.045	0.033	Napa	8/16/23	No	2
23MOY132	Dotu Bros. LLC	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture other equipment	\$ 182,500	2	0.352	0.045	0.028	Sonoma	8/16/23	No	2
23MOY126	Krasilisa Pacific Farms, LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 76,300	1	0.134	0.016	0.011	Sonoma	8/18/23	No	2
23MOY108	Rocca Family Vineyards	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture tractor	\$ 62,900	1	0.130	0.033	0.026	Napa	8/21/23	No	2
23MOY128	Golden Gate Scenic Steamship	Marine	Replace two Tier-2 with two Tier-3 diesel-powered auxiliary engine on a ferry/excursion vessel	\$ 15,750	2	0.052	0.009	0.003	Alameda / Marin / San Francisco	8/4/23	Yes	2
23SBP54	Sunnyvale School District	School Bus	Replace 2 compressed natural gas school buses with 2 electric school buses	\$ 847,000	2	0.078	0.004	0.000	Santa Clara	9/20/23	Yes	1, 2
23MOY150	Sysco	EV Trucks + Infrastructure	Replace 18 diesel-powered heavy heavy-duty trucks with 18 electric heavy heavy-duty trucks and install 23 electric vehicle charging stations	\$ 4,595,084	18	0.967	0.064	0.002	Alameda	9/20/23	No	1,2
23SBP10	San Mateo Union High School District	School Bus + Infrastructure	Replace 8 diesel school buses with 8 electric school buses and associated infrastructure	\$ 2,749,666	8	0.295	0.017	0.005	San Mateo	9/20/23	Yes	1,2
23MOY12	Brian Collier	Marine	Repower two Tier 0 engines to Tier 4 engines on a commercial fishing vessel	\$ 444,800	1	2.554	0.119	0.077	Alameda / Contra Costa	9/20/23	Yes	2
23MOY145	Amnav Maritime, LLC	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Revolution	\$ 2,900,000	1	15.478	1.935	0.302	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2
23MOY146	Amnav Maritime, LLC	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Sandra Hugh	\$ 3,150,000	1	16.885	2.110	0.330	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2

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						NOx	ROG	PM				
23MOY130	Ramaiah Ale	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor/crawler	\$ 31,400	1	0.049	0.007	0.004	Contra Costa	8/24/23	Yes	2
23MOY66	Cobb Creek Holdings, LLC DBA CCH Ag Services	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture excavator	\$ 172,400	1	0.119	0.020	0.014	Napa	8/28/23	No	2
23MOY113	E & M Deniz Dairy	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor	\$ 351,400	1	0.788	0.076	0.041	Sonoma	8/30/23	No	2
23MOY176	Dirt Farmer & Company, A California Corporation	Ag/ off-road	Replace two Tier-2 with Tier-4 diesel-powered agriculture tractor, and two Tier-3 with Tier-4 diesel-powered agriculture tractor	\$ 295,600	4	0.572	0.041	0.036	Sonoma	8/30/23	No	2
23MOY117	Heritage Vineyard Management, Inc	Ag/ off-road	Replace one Tier-2 with Tier-4 diesel-powered agriculture tractor	\$ 39,400	1	0.035	0.003	0.005	Napa	8/30/23	No	2
23MOY90	Ilsley Brothers Farming, LLC	Ag/ off-road	Replace three Tier-0 to Tier-4 diesel-powered agriculture equipment, including one tractor, one tractor/crawler, and one loader/backhoe	\$ 172,400	3	0.163	0.068	0.026	Napa	9/1/23	No	2
23MOY136	Barbour Vineyards Management LLC	Ag/ off-road	Replace two Tier-1 with Tier-4 diesel-powered agriculture equipment, including one tractor, and one tractor/crawler	\$ 121,150	2	0.180	0.031	0.023	Napa	9/5/23	No	2
23MOY177	A Cut Above Viticulture Service Inc.	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor, and one Tier-0 with Tier-4 diesel-powered agriculture tractor	\$ 88,600	2	0.127	0.038	0.019	Napa	9/6/23	No	2
23MOY127	Circle R Ranch Management LLC	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor	\$ 85,200	1	0.135	0.021	0.016	Napa	9/6/23	No	2
23MOY129	Tim McDonald	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	\$ 93,700	1	0.082	0.019	0.015	Napa	9/12/23	No	2
23SBP172	Zum Services	School Bus Infrastructure	Install 13 electric charging stations and associated infrastructure to support electric school buses	\$ 225,000	0	-	-	-	Alameda	9/13/23	Yes	2
23SBP167	Zum Services Inc	School Bus Infrastructure	Install 221 electric charging stations and associated infrastructure to support electric school buses	\$ 1,000,000	0	-	-	-	San Francisco	11/1/23	Yes	2
23SBP171	Zum Services Inc	School Bus Infrastructure	Install 74 electric charging stations and associated infrastructure to support electric school buses	\$ 985,930	0	-	-	-	Alameda	11/1/23	Yes	2, 3
23MOY152	US Foods, Inc.	EV Trucks + Infrastructure	Replace 27 diesel-powered heavy-duty trucks with electric trucks and install 27 electric charging stations and associated infrastructure	\$ 4,252,751	27	1.024	0.069	0.002	Alameda	11/1/23	Yes	1, 2
23MOY174	Swissport USA Inc.	Off-Road	Replace 13 large-spark ignition airport ground support equipment units with 13 zero-emissions units	\$ 685,975	13	0.662	0.151	0.031	San Mateo	11/1/23	Yes	2
23MOY182	City of Fairfield	On-road Infrastructure	Install 16 electric charging stations and associated infrastructure	\$ 330,000	0	-	-	-	Solano	9/19/23	Yes	2
23MOY107	Brisa Ranch, LLC	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture equipment, including one tractor and one tractor/loader	\$ 144,100	2	0.325	0.049	0.029	San Mateo	9/22/23	No	2
23MOY122	FM Greenville	On-road Infrastructure	Install 40 electric charging stations and associated infrastructure	\$ 495,000	0	-	-	-	Alameda	9/25/23	No	2

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						NOx	ROG	PM				
23MOY160	Bains Farms LLC	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	\$ 162,900	2	0.395	0.057	0.039	Solano	9/28/23	No	2
23MOY151	Napa Select Vineyard Services, Inc.	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 103,400	1	0.093	0.021	0.017	Napa	9/29/23	No	2
23MOY144	Moraga Organic Farms LLC	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 100,500	1	0.136	0.031	0.025	Alameda	9/29/23	No	2
23MOY183	Fathom Ventures, LLC	Marine	Repower one propulsion and four auxiliary marine engines to a marine diesel-electric hybrid system in a registered historic survey-capable excursion vessel	\$ 1,085,000	5	2.239	0.141	0.082	Alameda / San Francisco / Contra Costa / Solano / Marin	11/15/23	Yes	2
23MOY162	Valley View Dairy	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader	\$ 52,600	1	0.148	0.023	0.014	Sonoma	10/17/23	No	2
23MOY124	Glen E DeJesus	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	\$ 45,900	1	0.025	0.022	0.006	Contra Costa	10/17/23	Yes	2
23MOY184	Altamura Winery Inc.	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader and one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	\$ 116,100	2	0.159	0.037	0.016	Napa	10/17/23	No	2
23SBP137	Napa Valley Unified School District	School bus	Replace two CNG buses with two LPG buses	\$ 193,577	2	0.209	0.017	-	Napa	10/19/23	Yes	2
23MOY173	Chasin Goat Grazing LLC	Ag/ off-road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	\$ 70,500	1	0.167	0.021	0.014	Sonoma	10/20/23	Yes	2
23MOY123	Melgoza Dino	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 35,200	1	0.103	0.016	0.009	Contra Costa	10/24/23	Yes	2
23MOY99	Garvey Vineyard Management, LLC	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and one Tier-3 with a Tier-4 diesel-powered agriculture tractor	\$ 170,900	3	0.248	0.030	0.025	Napa	10/27/23	No	2
23MOY175	Emanuel Correia	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture loader	\$ 45,700	1	0.067	0.012	0.009	Sonoma	10/30/23	Yes	2
23MOY112	Grgich Hills Cellar dba Grgich Hills Estate	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and two Tier-1 agriculture tractor/crawlers with a Tier-4 diesel-powered agriculture tractor	\$ 260,600	4	0.394	0.055	0.043	Napa	11/3/23	No	2
23MOY156	Four Seasons Vineyard Management	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor and one Tier-0 with a Tier-4 diesel-powered agriculture tractor	\$ 99,000	2	0.245	0.042	0.026	Sonoma	11/6/23	No	2
23MOY111	County Line Harvest, Inc.	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractors	\$ 152,300	1	0.338	0.037	0.023	Sonoma	11/6/23	Yes	2
24MOY14	WattEV CA4, Inc.	On-road Infrastructure	Installation of 30 DC Fast 360 kW electric charging stations and associated infrastructure for a public EV Charging Depot to support Heavy Duty Trucks in West Oakland near Interstate 880	\$ 5,000,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
24MOY20	Prologis Mobility LLC	On-road Infrastructure	Installation of 69 9.9 kW level 2 and 3 180 kW DC Fast electric charging stations and associated infrastructure to support heavy duty trucks and last-mile delivery vehicles for private fleets	\$ 1,500,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
24MOY4	Saltchuk Resources, Inc. dba AmNav Maritime, LLC	Marine Infrastructure	Installation of a 1MW marine power system to support a 6 MWh electric tug	\$ 5,000,000	0	-	-	-	Alameda	12/6/23	Yes	2

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						NOx	ROG	PM				
24SBP17	Half Moon Bay High School	School Bus Infrastructure	Installation of three 60 kW DC Fast and four 30 kW DC Fast electric charging stations and associated infrastructure to support public school bus fleet	\$ 416,634	0	-	-	-	San Mateo	12/6/23	Yes	2
24MOY11	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 7 electric chargers to support electric utility carts and riding lawn mowers	\$ 126,510	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY9	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 6 electric chargers to support electric utility carts	\$ 115,448	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY8	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 63,700	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY12	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 1 electric charger to support electric riding lawn mowers	\$ 24,460	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY7	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 105,033	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY10	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 5 electric chargers to support electric utility carts	\$ 183,931	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY13	CA-ALA-002 PROJECT LLC (EV Realty, Inc.)	On-road Infrastructure	Installation of fifty-eight DC Fast ports, and associated electric infrastructure for a public EV Charging Depot to support mixed private fleets in Livermore	\$ 3,950,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
23MOY158	Delta Air Lines, Inc	Off-road Infrastructure	Installation of 8 electric chargers to support electric ground support equipment	\$ 211,680	0	-	-	-	San Mateo	11/15/23	Yes	2
23MOY143	Larry's Produce LLC	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered skid steer loader	\$ 56,300	1	0.067	0.010	0.006	Solano	11/17/23	No	2
23MOY181	San Francisco Water Taxi	Marine	Install a ChargePoint CPE 250 marine fast charging station for Navier N30 electric hydrofoil water taxis at Pier 39 in San Francisco	\$ 87,200	0	-	-	-	San Francisco	11/28/23	Yes	2
23MOY131	Palm Drive Vineyards LLC	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered loader/backhoe	\$ 66,900	1	0.037	0.031	0.008	Sonoma	11/29/23	No	2
23MOY121	Crowl Holdings, LLC	Marine	Repower one Tier-0 with one Tier-3 diesel-powered engine on a commercial fishing boat	\$ 89,000	1	0.205	(0.005)	0.009	Marin / San Francisco	12/20/23	Yes	2
23MOY147	Terpene Belt Farms LLC	Ag/ off-road	Replace two Tier-0 with Tier-4 diesel-powered tractors	\$ 153,200	2	0.619	0.084	0.048	Contra Costa	12/21/23	No	2
25MOY1	McClelland's Dairy	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel powered rubber-tired loader	\$ 260,400	1	0.770	0.071	0.041	Sonoma	1/19/24	No	2
25MOY4	Tunzi Brothers Cattle Co	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel powered tractor/loader	\$ 46,800	1	0.035	0.035	0.009	Sonoma	1/24/24	No	2
25MOY24	HARJIT DHANOA LLC	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 76,630	1	0.217	0.027	0.018	Solano	3/26/24	No	2
25MOY19	Donald Dow	Ag/ off-road	Replace one Tier-0 tractor/loader with a Tier-4 diesel powered tractor/loader	\$ 64,400	1	0.074	0.012	0.009	Sonoma	3/27/24	Yes	2

**ATTACHMENT 4**  
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Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source
						NOx	ROG	PM				
25MOY28	Larry Martin Petersen	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 70,300	1	0.216	0.028	0.016	Sonoma	3/28/24	No	2
25MOY21	Martinelli Farms, Inc.	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 51,400	1	0.155	0.026	0.018	Sonoma	4/4/24	No	2
25MOY49	Terpene Belt Farms LLC	Ag/ off-road	Replace two Tier-0 tractors with two Tier-4 diesel powered tractors	\$ 154,500	1	0.488	0.067	0.039	Alameda	4/4/24	No	2
25MOY8	Farm Napa Valley, LLC	Ag/ off-road	Replace two Tier-2 tractors with two Tier-4 diesel powered tractors and one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 224,200	3	0.450	0.054	0.045	Napa	4/9/24	No	2
25MOY14	Rocky Hill Enterprise	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 59,200	1	0.161	0.025	0.014	Sonoma	4/9/24	No	2
25MOY2	The Bay Leaf Spice Company	Ag/ off-road	Replace one Tier-0 agricultural excavator with a Tier-4 diesel powered agricultural excavator	\$ 126,200	1	0.186	0.031	0.023	Solano	4/11/24	No	2
25MOY10	Shafer Vineyards	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor and one Tier-2 tractor/crawler with a Tier-4 diesel powered tractor/crawler	\$ 159,140	2	0.347	0.043	0.037	Napa	4/11/24	No	2
25MOY7	Opatz Vineyard Management, Inc.	Ag/ off-road	Replace one Tier-3 tractor/crawler with a Tier-4 diesel powered tractor/crawler	\$ 89,000	1	0.119	0.011	0.008	Napa	4/11/24	No	2
25MOY20	GERMAN VINEYARDS LLC	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 111,800	1	0.246	0.032	0.022	Solano	4/12/24	No	2
25MOY18	Amazon Recycling and Disposal Inc	Off-road	Replace one Tier-0 with a Tier-4 diesel shredder used to shred construction debris and waste	\$ 3,897,100	5	22.447	2.190	1.334	Contra Costa/San Francisco/Alameda	6/5/24	Yes	2
25MOY53	Morrison Chopping, LLC	Ag/ off-road	Replace one Tier-0 utility tractor with a Tier-4 diesel powered tractor and one Tier-3 utility tractor with a Tier-4 diesel powered tractor	\$ 873,400	2	2.017	0.192	0.114	Sonoma	6/5/24	Yes	2
25MOY15	B & T Farms	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor and one Tier-3 tractor with a Tier-4 diesel powered tractor	\$ 582,800	2	1.409	0.145	0.075	Santa Clara	6/5/24	Yes	2
25MOY85	Amnav Maritime, LLC	Marine	Replace two remanufactured Tier 3 marine propulsion engines with Tier 4 marine propulsion engines in a tugboat	\$ 3,150,000	2	16.885	2.110	0.330	Alameda/Contra Costa/San Francisco	6/5/24	Yes	2
25MOY55	Donald Buhman	Ag/ off-road	Replace one Tier-1 skid steer loader tractor with a Tier-4 diesel powered skid steer loader	\$ 70,500	1	0.054	0.012	0.009	Napa	4/22/24	No	2
25MOY31	Romero Vineyard Management LLC	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 66,700	1	0.155	0.024	0.018	Napa	4/30/24	No	2
25MOY35	Dutton Ranch corp.	Ag/ off-road	Replace one Tier-2 tractor with a Tier-4 diesel powered tractor and one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 100,600	2	0.147	0.025	0.022	Sonoma	5/3/24	No	2
25MOY45	Lopez Vineyard Management	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 63,600	1	0.076	0.020	0.016	Napa	5/6/24	No	2
25MOY34	Jaswant S. Bains	Ag/ off-road	Replace two Tier-0 agricultural bin carriers with a Tier-4 diesel powered agricultural bin carrier	\$ 179,800	2	0.181	0.029	0.021	Solano	5/6/24	No	2

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Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source
						NOx	ROG	PM				
25MOY143	Webb Ranch, Inc.	Ag/ off-road	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 125,900	2	0.193	0.018	0.010	San Mateo	5/8/24	No	2
25MOY39	C & F Farms inc	Ag/ off-road	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 488,400	2	0.957	0.058	0.036	Santa Clara	5/10/24	Yes	2
25MOY33	Blue House Farm, LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,300	1	0.242	0.031	0.017	San Mateo	5/14/24	No	2
25MOY25	Llano Oaks Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 204,300	1	0.514	0.050	0.027	Sonoma	5/15/24	No	2
25MOY65	McClelland's Dairy	Ag/ off-road	Replace two Tier-0 agricultural diesel-powered tractors with Tier-4 final agricultural diesel-powered tractors	\$ 244,700	2	0.634	0.083	0.047	Sonoma	6/5/24	No	2
25SBP64	Napa Valley Unified School District	School bus	Replace 1 diesel and 3 CNG school buses with 4 electric school buses	\$ 1,616,038	4	0.143	0.009	0.005	Napa	6/5/24	Yes	2
25MOY144	Tony Lamperti	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 95,855	2	0.138	0.040	0.017	Sonoma	5/16/24	No	2
25MOY40	Dolcini Jersey Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 60,000	1	0.249	0.032	0.018	Marin	5/20/24	Yes	2
25MOY83	Andrews Vineyards	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 70,650	1	0.183	0.029	0.017	Solano	5/20/24	No	2
25MOY89	Hicks Mountain Hens	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 44,000	1	0.028	0.024	0.006	Marin	5/28/24	Yes	2
25MOY42	Martinelli Vineyard Management, Inc.	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/crawler	\$ 79,600	1	0.112	0.017	0.010	Sonoma	5/28/24	Yes	2
25MOY112	Ilsley Brothers Farming, LLC	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 70,850	1	0.065	0.016	0.012	Napa	5/29/24	No	2
25MOY129	Palm Drive Vineyards LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 36,200	1	0.038	0.032	0.008	Sonoma	5/30/24	No	2
25MOY122	Samuel Eakle	Ag/ off-road	Replace two Tier-1 agricultural tractors with two Tier-4 diesel powered agricultural tractors and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 497,700	3	1.043	0.090	0.059	Napa	5/30/24	Yes	2
25MOY70	Beretta Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader and one Tier-1 agricultural tractor a Tier-4 diesel powered agricultural tractor	\$ 308,650	2	0.593	0.070	0.046	Sonoma	5/30/24	Yes	2
25MOY57	Wight Vineyard Management, Inc.	Ag/ off-road	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors and one Tier-0 agricultural tractor with Tier-4 diesel powered agricultural tractor/crawler	\$ 220,100	3	0.552	0.083	0.058	Napa	6/5/24	No	2
25MOY126	Cook's Flat Associates DBA Smith-Madrone Winery	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 50,300	1	0.038	0.009	0.007	Napa	6/5/24	No	2



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Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source
						NOx	ROG	PM				
25MOY38	Pomponio Farms LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural compact track loader	\$ 94,000	1	0.201	0.031	0.018	San Mateo	6/5/24	No	2
25MOY82	Moreda Valley Dairy	Ag/ off-road	Replace one Tier-1 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 133,000	1	0.126	0.020	0.015	Sonoma	6/5/24	No	2
25MOY99	James Riebil	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 73,200	1	0.208	0.037	0.026	Sonoma	6/6/24	No	2
25MOY111	Perata Vineyards LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,000	1	0.159	0.025	0.014	Napa	6/6/24	No	2
25MOY137	V. Sangiacomo & Sons, Limited Partnership	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,950	1	0.106	0.018	0.013	Sonoma	6/6/24	No	2
25MOY98	Stornetta Made, Inc.	Ag/ off-road	Replace two Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 120,500	2	0.370	0.060	0.042	Napa	6/7/24	No	2
25MOY121	La Prenda vineyards management, inc.	Ag/ off-road	Replace two Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 89,700	1	0.087	0.020	0.016	Sonoma	6/7/24	No	2
25MOY109	Shafer Vineyards	Ag/ off-road	Replace one Tier-1 agricultural skid steer loader with a Tier-4 diesel powered agricultural compact tracked loader	\$ 80,400	1	0.081	0.018	0.014	Napa	6/10/24	No	2
25MOY92	Rick Spaletta	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 66,900	1	0.080	0.010	0.007	Sonoma	6/11/24	No	2
25MOY94	Loney Ranch, LLC	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 71,600	1	0.105	0.022	0.016	Solano	6/11/24	No	2
25MOY81	Andrew Cheda	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 51,700	1	0.138	0.021	0.013	Marin	6/11/24	No	2
25MOY119	Nieco LLC	Off-road	Replace two uncontrolled LPG industrial forklifts with two zero-emission electric forklifts	\$ 90,500	2	0.117	0.022	0.001	Sonoma	6/12/24	No	2
25MOY36	San Felipe Farms LP	Ag/ off-road	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors, one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor, and three Tier-0 agricultural rough terrain forklifts with Tier-4 diesel powered agricultural rough terrain forklifts	\$ 381,650	6	0.578	0.075	0.048	Santa Clara	6/12/24	Yes	2
25MOY29	Napa Valley Wine Train, LLC	Off-road	Replace one uncontrolled LPG industrial forklift with one zero-emission electric forklift	\$ 22,000	1	0.010	0.001	-	Napa	6/21/24	Yes	2
25MOY108	Mead Clark Lumber Company, Inc.	Off-road	Replace four controlled LPG industrial forklifts with four zero-emission electric forklifts.	\$ 120,400	4	0.006	0.001	0.001	Sonoma	6/24/24	Yes	2
25MOY149	Green Planet 21, Inc.	Off-road	Replace two controlled LPG industrial forklifts with two zero-emission electric forklifts.	\$ 60,300	2	0.009	0.004	0.001	Alameda	6/24/24	Yes	2
25MOY136	R.J.S. & Associates, Inc.	Off-road	Replace one controlled LPG industrial forklift with one zero-emission electric forklift	\$ 73,500	1	0.006	0.001	0.001	Alameda	6/24/24	Yes	2
25MOY48	The Lumber Baron	Off-road	Replace one uncontrolled LPG industrial forklift with one zero-emission electric forklift	\$ 121,800	1	0.068	0.013	0.001	Contra Costa	6/25/24	Yes	2

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Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source†
						NOx	ROG	PM				
25MOY56	Frog Power Equipment LLC	Off-road	Replace one uncontrolled LPG industrial forklift with one zero-emission electric forklift	\$ 46,100	1	0.031	0.005	-	Sonoma	6/25/24	Yes	2
25MOY12	Alameda County GSA	Off-road	Replace one controlled and one uncontrolled LPG industrial forklift with two zero-emission electric forklifts.	\$ 66,200	2	0.007	0.001	0.001	Alameda	6/24/24	Yes	2
25SBP123	Mt Diablo School District	School bus + infrastructure	Replace 6 diesel school buses with 6 electric school buses and associated electric infrastructure	\$ 6,249,600	6	0.584	0.051	0.004	Alameda	TBD	Yes	2
25SBP79	Fairfield-Suisun Unified School District	School bus + infrastructure	Replace 5 diesel school buses with EV school buses and associated charging	\$ 4,209,900	5	0.263	0.012	0.001	Solano	TBD	Yes	1,2
25MOY88	Brian Collier	Marine	Repower two Tier 0 propulsion engines to a diesel-electric hybrid system in a commercial fishing vessel	\$ 921,000	2	1.078	-	0.041	San Francisco, Alameda, Contra Costa	TBD	Yes	2
25SBP107	Cupertino Union School District	School bus + infrastructure	Replace 15 diesel school buses with 15 EV school buses and associated infrastructure.	\$ 6,639,100	15	1.080	0.098	0.060	Santa Clara	TBD	Yes	1,2
25SBP105	San Lorenzo Unified School District	School bus + infrastructure	Replace 3 diesel school buses with 3 electric school buses and associated infrastructure	\$ 1,553,176	3	0.123	0.008	0.001	Alameda	TBD	Yes	1,2
VBB-FY24	Various	Light Duty (LD) Vehicles	Vehicle retirements under the Vehicle Buy Back program	\$ 711,860	557	5.398	8.154	0.030	All	As of 12/31/2023	Yes	2
150	<b>Projects</b>		<b>Totals</b>	<b>\$ 97,772,598</b>	<b>847</b>	<b>121.1</b>	<b>22.3</b>	<b>5.5</b>				

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

<sup>1</sup> Program results will be reported in winter 2024 as part of the annual TFCA Expenditures and Effectiveness Report.

<sup>2</sup> Date when BOD approved the program budget for FYE 2024

Note: Projects that were previously awarded, but then withdrawn by the grantee, are not shown.

**ATTACHMENT 5**

**All Projects**

**Awarded, Allocated and Recommended between 7/1/24 and 8/19/24**

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

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

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source(s)
						NOx	ROG	PM				
25R01	BAAQMD	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$ 150,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/5/2024 <sup>2</sup>	N/A	1
25R02	BAAQMD	Light Duty (LD) Vehicles	Vehicle Buy Back Program	\$ 11,300,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/5/2024 <sup>2</sup>	N/A	1,
25R03	BAAQMD	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	\$ 2,500,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/5/2024 <sup>2</sup>	N/A	1
250	Dennis Maas	Ag/ off-road	Replace Tier 0 tractor/crawler with Tier 4 tractor/crawler	\$ 177,700	1	0.303	0.029	0.015	Sonoma	7/3/24	No	2
25MOY63	UC Farms, Inc.	Ag/ off-road	Replace three Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 285,000	3	1.839	0.215	0.125	Santa Clara	7/22/24	Yes	2
25MOY97	Twins Cherries	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 26,900	1	0.049	0.007	0.004	Contra Costa	7/22/24	Yes	2
25MOY90	Trefethon Farming LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 74,000	1	0.266	0.035	0.024	Napa	7/22/24	No	2
25MOY68	Groth Vineyards and Winery LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 39,900	1	0.020	0.020	0.005	Napa	7/22/24	No	2
25MOY80	Gill Ag Investments	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 109,500	1	0.333	0.043	0.025	Solano	7/24/24	No	2
25MOY84	Neve Bros Inc	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 36,900	1	0.036	0.009	0.006	Sonoma	7/26/24	No	2
25MOY50	Bob Balestra	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-0 agricultural Tractor w/ fork attachment with a Tier-4 diesel powered agricultural rough terrain forklift.	\$ 129,600	1	0.107	0.039	0.015	Solano	7/26/24	No	2
25MOY60	Cortina Vineyard Management	Ag/ off-road	Replace one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor and two Tier-1 agricultural tractor/crawlers with a Tier-4 diesel powered agricultural tractor/crawlers	\$ 209,100	3	0.178	0.034	0.029	Napa	7/26/24	No	2
25MOY44	Robert Bianchi	Ag/ off-road	Replace one Tier-0 agricultural excavator with a Tier-4 diesel powered agricultural excavator	\$ 82,100	1	0.045	0.038	0.010	Santa Clara	7/29/24	No	2
25MOY132	De La Montanya Vineyards	Ag/ off-road	Replace one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 24,200	1	0.015	0.010	0.003	Sonoma	7/29/24	No	2
25MOY145	Capp Family Vineyards, Inc	Ag/ off-road	Replace one Tier-0 agricultural backhoe with a Tier-4 diesel powered agricultural excavator	\$ 67,400	1	0.097	0.014	0.010	Napa	7/29/24	No	2
25MOY69	Atlas Vineyard Management, LLC	Ag/ off-road	Replace two Tier-2 diesel agricultural tractors with Tier-4 diesel powered agricultural tractor/crawlers, Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor, and Tier-2 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 308,600	4	0.721	0.070	0.062	Napa	8/1/24	No	2
25MOY103	Capp Family Vineyards, Inc	Ag/ off-road	Replace one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,500	1	0.070	0.018	0.015	Solano	8/6/24	No	2
25MOY139	Oakville Ranch Vineyards LP	Ag/ off-road	Replace one Tier-2 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 69,600	1	0.103	0.006	0.006	Napa	8/9/24	No	2

## ATTACHMENT 5

### All Projects

#### Awarded, Allocated and Recommended between 7/1/24 and 8/19/24

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

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

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source <sup>1</sup>
						NOx	ROG	PM				
25MOY59	Venu Gopala Naga Varma, Penumatsa	Ag/ off-road	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 42,200	1	0.021	0.021	0.005	Contra Costa	8/9/24	Yes	2
25MOY43	The Trust for Hidden Villa	Ag/ off-road	Replace one Tier-2 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader and Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 39,500	2	0.031	0.010	0.004	Santa Clara	8/9/24	No	2
25MOY116	Foley Family Farms, LLC	Ag/ off-road	Replace three Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 179,700	3	0.400	0.065	0.042	Sonoma	8/12/24	No	2
25MOY128	Pedunde Wine Company	Ag/ off-road	Replace one Tier-2 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 72,200	1	0.130	0.008	0.008	Sonoma	8/12/24	No	2
25MOY96	Ilstey Brothers Farming, LLC	Ag/ off-road	Replace one Tier-0 agricultural forklift with a Tier-4 diesel powered agricultural forklift	\$ 73,100	1	0.091	0.014	0.010	Napa	8/16/24	No	2
25MOY58	Levin Richmond Terminal Corporation	Port Cargo Handling Equipment	Replace one Tier-4 off-road diesel loader with an electric loader and replace one Tier-2 off-road diesel sweeper with an electric sweeper, plus charging infrastructure.	\$ 696,600	2	0.484	0.042	0.024	Contra Costa	TBD	Yes	2
24	<b>Projects</b>		<b>Totals</b>	\$ 16,753,300	32	5.3	0.7	0.4				

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

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

<sup>3</sup> Date when BOD approved the program budget for FYE 2025

Note: Projects that were previously awarded, but then withdrawn by the grantee, are not shown.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Authorization to Amend the Agreement with the Peninsula Corridor Joint Powers  
Board for the Caltrain Electrification Project

**RECOMMENDED ACTION**

Recommend the Board of Directors authorize an amendment to agreement 16MOYCE with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project to remove the requirement that existing locomotives be destroyed to allow them to be transferred to Peru where they will be used to replace higher-polluting vehicle trips.

**BACKGROUND**

The Air District has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of oxides of nitrogen (NOx), reactive organic gases (ROG) and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Eligible heavy-duty diesel engine applications include on-road trucks and buses, off-road equipment, marine vessels, locomotives, and stationary agricultural pump engines, and as of 2017, infrastructure-only projects to support the deployment of zero emissions vehicles and equipment.

Assembly Bill 923 (AB 923 - Firebaugh), enacted in 2004 (codified as Health and Safety Code Section 44225), authorized local air districts to increase their motor vehicle registration surcharge up to an additional \$2 per vehicle. The revenues from the additional \$2 surcharge are deposited in the Air District's Mobile Source Incentive Fund (MSIF). AB 923 stipulates that air districts may use the revenues generated by the additional \$2 surcharge for projects eligible under the CMP.

The Caltrain commuter rail system is owned and operated by the Peninsula Corridor Joint Powers Board (PCJPB). On July 29, 2015, the Air District's Board of Directors approved the award of \$20,000,000 in MSIF to PCJPB for their Peninsula Corridor Electrification project to reduce emissions by electrifying 51+ miles of Caltrain corridor from the San Francisco Caltrain Station (4th and King) to approximately two miles south of the Tamien Caltrain Station in San Jose (Project). The electrification of the track is a major component of the Caltrain

Modernization program that worked to improve train performance, increase ridership and capacity, increase revenue, reduce fuel costs, reduce noise, and reduce air pollution and greenhouse gases.

The total Project cost was estimated to be \$1.53 billion, including \$20 million that was awarded by the Air District with the rest of the project funded through a combination of local, regional, state, and federal sources. The electrification Project was originally anticipated to be completed in 2020, however due to some delays, it is now nearly complete. To date, the Air District has reimbursed PCJPB approximately \$18,841,358, with the remainder of the payment to be made following completion of the Project.

## DISCUSSION

Recently, PCJPB was contacted by the U.S. State Department and U.S. Department of Commerce regarding an opportunity to sell, donate, or transfer 20 locomotives and up to 93 gallery cars to the City of Lima, Peru, to help displace trips from highly polluting cars and buses. A White Paper prepared by the U.S. Embassy in Lima informs that the sale of these locomotives and train cars would serve to reduce approximately 330 tons of combined air pollutant emissions per year.

When staff evaluated this project in 2015, there were no CARB-approved guidelines for infrastructure-only projects. As was common for non-infrastructure emissions reduction projects, staff included a requirement in the funding agreement that PCJPB would permanently destroy the existing locomotives once the electrification project was complete. Subsequently, CARB adopted guidelines for infrastructure projects that do not require destruction of existing engines or equipment.

Staff are therefore returning to the Board of Directors for consideration of a request to amend the funding agreement to remove the requirement that these locomotives be destroyed so that PCJPB may relocate this equipment outside the U.S, both because it conforms to the applicable current guidelines for the project and because the U.S. Government's analysis shows that it will serve to reduce air pollution in Lima, Peru.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

A change to the agreement has no fiscal impact as the award amount and budget for this project will not change. The project funds and the Air District's administrative costs associated with administering these funds are provided by the funding source, MSIF.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Karen Schkolnick and Chengfeng Wang  
Reviewed by: Arsenio Mataka

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Authorization to Extend the Term and Increase the Total Dollar Amount of the Professional Services Agreement No. 2021.180 with Kadesh & Associates, LLC

RECOMMENDED ACTION

Recommend authorizing the Executive Officer/APCO to extend the term of the Professional Services Agreement with Kadesh & Associates, LLC from December 1, 2024, to September 30, 2025 (10 months), and increase the total not-to-exceed dollar amount of the agreement by \$131,127.24 above the most recently authorized contract amount (from \$370,908 to \$502,035.24).

BACKGROUND

The Air District completed a Request for Proposal (RFP) for federal legislative advocacy in the summer of 2021 that concluded with the award to Kadesh & Associates, LLC. With the Board’s authorization, the Air District entered into contract No. 2021.180 with Kadesh & Associates, LLC, for a one-year contract term, effective October 1, 2021. Below is a breakdown of the original contract and the subsequent amendments that have been made to extend the term and increase the dollar amount of the professional services:

<b>Contract Information</b>	<b>Term</b>	<b>Amount</b>	<b>Running Total</b>	<b>Board Approval</b>
Original	10/1/2021 – 9/30/2022	\$120,000	\$120,000	10/6/2021
Amendment 1	10/1/2022 – 9/30/2023	\$123,600	\$243,600	9/7/2022
Amendment 2	10/1/2023 – 9/30/2024	\$127,308	\$370,908	9/6/2023
Amendment 3	10/1/2024 – 11/30/2024	\$21,854.54	\$392,762.54	See note
<i>Amendment 4 – Pending</i>	<i>12/1/2024 – 9/30/2025</i>	<i>\$109,272.70</i>	<i>\$502,035.24</i>	<i>Board Consideration 11/6/2024</i>



Note: Per Section 9.4(c) of the Administrative Code, the most recent contract amendment to extend the term of the contract by 2 months and increase the not-to-exceed dollar amount by \$21,854.54 did not require approval by the Board of Directors, as the total amount of the increase fell under the 25% threshold of the previous Board-approved Amendment 2 (\$127,308), approved by the Board on September 6, 2023.

DISCUSSION

Continuing the Air District’s legislative advocacy at the federal level could yield significant benefits for the Air District and for the residents in the Bay Area Region. While it is a politically divisive environment at the federal level, there are many benefits in promoting the work of the Air District, and in requesting legislative and fiscal support for programs that benefit our residents.

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

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

The Air District has contracted with Kadesh & Associates since 2019.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract in the amount of \$109,272.70 is included in the Fiscal Year Ending 2025 budget, Program 129.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Viet Tran

ATTACHMENTS:

1. Executed Original Contract No. 2021.180 - Kadesh & Associates
2. Amendment 1 Contract No. 2021.180 - Kadesh & Associates
3. Amendment 2 Contract No. 2021.180 - Kadesh & Associates
4. Amendment 3 Contract No. 2021.180 - Kadesh & Associates
5. Draft Amendment 4 Contract No. 2021.180 - Kadesh & Associates

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.180**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Kadesh & Associates, LLC** (“CONTRACTOR”) whose address is 230 Second Street SE, Washington, DC 20003.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. TERM – The term of this Contract is from October 1, 2021 to September 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
  
5. TERMINATION

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

6. INSURANCE

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

agency.

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
  - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$120,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$120,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

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

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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



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

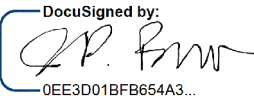
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC

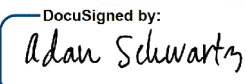
By:  \_\_\_\_\_  
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Jack P. Broadbent  
Executive Officer/APCO

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

Date: 10/21/2021

Date: 10/18/21

Approved as to form:  
District Counsel

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

## **ATTACHMENT A**

### **SCOPE OF WORK**

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

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

**ATTACHMENT B**

**COST SCHEDULE**

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

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

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

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

**RECITALS:**

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

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC


By:  \_\_\_\_\_  
DocuSigned by:  
5D7BA5BC138D4C0...  
Interim Executive Officer/APCO

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

Date: 10/16/2022

Date: 9/15/22

Approved as to form:  
District Counsel

By:  10/15/2022  
DocuSigned by:  
B5AE1A26FCA4453...  
Alexander G. Crockett  
District Counsel

**ATTACHMENT B-1**

**COST SCHEDULE**

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

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

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

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

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 12, 2023.

**RECITALS:**

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

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

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



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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC

By: <sup>DocuSigned by:</sup>  
Philip Fine  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

By: Mark Kadesh  
Mark Kadesh  
President

Date: 9/26/2023

Date: 9/13/23

Approved as to form:  
District Counsel

By: <sup>DocuSigned by:</sup>  
Alexander Crockett 9/25/2023  
6DC7110552B5451...  
Alexander G. Crockett  
District Counsel

**ATTACHMENT B-2**

**COST SCHEDULE**

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

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

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

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

**AMENDMENT NO. 3 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
CONTRACT NO. 2021.180**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 13, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kadesh & Associates, LLC** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for federal advocacy services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on October 18, 2021, and on behalf of DISTRICT on October 21, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 14, 2022, for reference purposes only, to amend the term and total cost to the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated September 12, 2023, for reference purposes only, to amend the term, total cost, and Cost Schedule of the Contract.
4. The PARTIES seek to amend the term, total cost, and Cost Schedule to the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

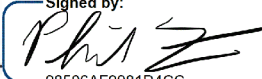
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now November 30, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$370,908" with "\$392,762.54."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$370,908" with "\$392,762.54."


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC


By:   
Signed by:  
98506AF9981D4CC...  
 Philip W. Fine  
 Executive Officer/APCO

By:   
 Mark Kadesh  
 President

Date: 9/27/2024

Date: 9/18/24

Approved as to form:

By:  9/26/2024  
DocuSigned by:  
6DC7110552B5451...  
 Alexander G. Crockett  
 General Counsel

**ATTACHMENT B-3**

**COST SCHEDULE**

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

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

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

Effective October 1, 2024, DISTRICT shall pay CONTRACTOR a fixed monthly retainer fee of \$10,927.27 per month for the work outlined in Attachment A, Scope of Work. Payments will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$392,762.54.**

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.180**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 1, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Kadesh & Associates, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for federal advocacy services (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 18, 2021, and on behalf of DISTRICT on October 21, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 14, 2022, for reference purposes only, to amend the term and total cost to the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated September 12, 2023, for reference purposes only, to amend the term, total cost, and Cost Schedule of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated September 13, 2024, for reference purposes only, to amend the term, total cost, and Cost Schedule of the Contract.
5. The PARTIES seek to amend the term, total cost, and Cost Schedule to the Contract because DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$392,762.54” with “\$502,035.24.”

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$392,762.54" with "\$502,035.24."
4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B-3, Cost Schedule of the Contract to replace "**Total cost of Contract not to exceed \$392,762.54**" with "**Total cost of Contract not to exceed \$502,035.24**"
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KADESH & ASSOCIATES, LLC

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

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

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

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

Approved as to form:

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

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Authorization to Extend the Term and Increase the Total Dollar Amount of the  
Professional Services Agreement with ICF Incorporated, LLC

RECOMMENDED ACTION

Recommend authorizing the Executive Officer/APCO to extend the term of the Professional Services Agreement with ICF Incorporated, LLC from June 30, 2025, to December 31, 2025, and increase the total not-to-exceed dollar amount of the agreement by \$143,100, from \$199,934 to \$343,034.

BACKGROUND

On July 31, 2023, the Air District received an award notice from the United States Environmental Protection Agency (US EPA) awarding a \$1 million planning grant from the Climate Pollution Reduction Grant (CPRG) program. With this regional planning grant the Air District is required to develop a targeted Priority Climate Action Plan (PCAP) by March 1, 2024 and a Comprehensive Climate Action Plan (CCAP) due December 1, 2025. Together, these plans constitute the Bay Area Regional Climate Action Plan (BARCAP) initiative.

On August 7, 2023, the Air District opened the Request for Proposals (RFP) #2023-033 for Technical Support for the BARCAP initiative. Specific expertise and experience sought in the RFP included:

- Solid understanding of the greenhouse gas (GHG) emissions inventory development process;
- Expertise in interpreting existing and proposed GHG rules, policy measures, technological improvements, rule- and policy-driven changes in activity data and consumption behavior, and rule and technology adoption rates;
- Ability to develop quantifiable metrics based on factors that would be applied in estimation of GHG and co-pollutant emissions changes;
- Prior experience estimating costs to implement climate action measures and projects;
- and



- Prior experience working with regional and local agencies to develop climate action plans.

The RFP 2023-033 was posted for three weeks. A total of ten firms responded by submitting proposals. The bidders included, in alphabetical order:

- Ascent
- ClimeCo, LLC
- Community Planning Collaborative
- Crosswalk
- Environmental Science Associates
- ICF Incorporated
- nZero
- PlaceWorks
- Rincon Consultants
- Sustainable Solutions Group

Air District staff from the Planning and Climate Protection Division and Assessment, Inventory and Modeling Division reviewed and scored the proposals according to the following criteria:

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

In the evaluation process, ICF was found to have a deep breadth of relevant experience in California and in the Bay Area. ICF provided the best balance of senior level staff and entry-level staff that would execute the contract within the proposed hours and costs breakdown. The emissions inventory and scenario modeling tools that ICF have built in-house and which they will apply to this project will streamline their process to gather and analyze the information needed to quantify the emission reductions from and calculate costs associated with the measures selected for inclusion in the priority and comprehensive climate action plans.

ICF was contracted in October 2023 (contract 2023.192) for \$199,934 to support the BARCAP effort by providing technical quantitative support, specifically: quantifying greenhouse gas emission reductions from measures; providing key assumptions for GHG projections; and quantifying changes in criteria air pollutants and hazardous air pollutants from CCAP measures. The current contract end date is June 30, 2025.

DISCUSSION

The following changes to the contract are being sought with this amendment:

- 1. Add technical quantitative work, specifically:
  - a. Develop land cover classification and carbon stock inventory/projections
  - b. Provide technical support in stakeholder meetings
  - c. Develop cost estimations for measure implementation
- 2. Extend term of contract to December 31, 2025
- 3. Increase total amount of contract to \$343,034, an increase of \$143,100

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this amendment is included in the \$1,000,000 grant award from the US EPA and will be spent over Fiscal Year Ending (FYE) 2025 and FYE2026.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Abby Young  
Reviewed by: Wendy Goodfriend

ATTACHMENTS:

- 1. Request for Proposal No. 2023 033 Technical Support for the BARCPI
- 2. Draft Contract No. 2023.192: Amendment 1 - ICF Incorporated, LLC



BAY AREA  
 AIR QUALITY  
 MANAGEMENT  
 DISTRICT

August 7, 2023

Request for Proposals# 2023-033

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

**SECTION I – SUMMARY ..... 1**  
**SECTION II – BACKGROUND ..... 2**  
**SECTION III – SCOPE OF WORK ..... 3**  
**SECTION IV – INSTRUCTIONS TO BIDDERS ..... 8**  
**SECTION V – PROPOSAL FORMAT, CONTENT, AND SUBMITTAL ..... 10**  
**SECTION VI – PROPOSAL EVALUATION ..... 13**  
**SECTION VII – SAMPLE CONTRACT ..... 14**

**SECTION I – SUMMARY**

The Bay Area Air Quality Management District (“Air District”) seeks a contractor to provide technical support to the Air District as it develops two key deliverables for its Bay Area Regional Climate Planning Initiative, an effort funded by the United States Environmental Protection Agency’s (EPA) Climate Pollution Reduction Grants (CPRG) program. The CPRG program is designed to help advance the goals of the federal Justice40 Initiative. The two key deliverables due to the EPA, that are part of this request, include:

1. A targeted regional climate action plan, or Priority Climate Action Plan (PCAP) by March 1, 2024; and
2. A comprehensive regional climate action plan, or Comprehensive Climate Action Plan (CCAP) due September 2025.

The resulting contract from this RFP will be federally funded by the EPA. The selected contractor will be expected to comply with federal law, regulations, and requirements including, but not limited to:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- 2 CFR Part 1500 EPA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

**Proposals must be received by  
4:00 p.m. Pacific Time (PT) on Monday, August 28, 2023 (“deadline”).  
Late proposals will not be considered.**

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

## **SECTION II – BACKGROUND**

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

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

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

The Air District is the lead coordinating agency for the EPA’s CPRG program’s planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The

Air District has convened an Advisory Workgroup (AWG) of regional agency, county, and city staff to help coordinate this effort.

**B. Technical Support for the Bay Area Regional Climate Planning Initiative: Measure Quantification and Identification (BARCPI: MQI)**

The selected contractor (hereinafter referred to as “contractor”) will assist the Air District in developing a PCAP and a CCAP for the San Francisco-Oakland-Berkeley MSA through the CPRG planning grant. Specific tasks will include quantifying greenhouse gas (GHG) emissions reductions from measures in the PCAP and CCAP; estimating costs to implement PCAP measures and projects; providing key assumptions for GHG projections in the CCAP; recommending measures to reduce GHG emissions for the CCAP; quantifying changes in criteria air pollutants and hazardous air pollutants from CCAP measures; and synthesizing documentation of input, methods, and findings into a report and assisting the Air District in developing PCAP and CCAP technical appendices.

Desired Qualifications:

- Solid understanding of the GHG emissions inventory development process.
- Expertise in interpreting existing and proposed GHG rules, policy measures, technological improvements, rule- and policy-driven changes in activity data and consumption behavior, and rule and technology adoption rates.
- Ability to develop quantifiable metrics based on factors that would be applied in estimation of GHG and co-pollutant emissions changes.
- Prior experience estimating costs to implement climate action measures and projects.
- Prior experience working with regional and local agencies to develop climate action plans.

**SECTION III – SCOPE OF WORK**

The contractor will provide technical support to the Air District as it develops a PCAP and a CCAP and will complete the following tasks:

**Task 1: Project Management**

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

- Review the scope of work;
- Develop a shared understanding of project objectives and deliverables;
- Review data needs and collaboratively identify available data sources and potential gaps; and
- Confirm project timelines and roles.

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

**Task 2: Quantify GHG Emission Reductions from PCAP Measures**

The Air District will identify up to six (6) draft GHG reduction measures for inclusion in the PCAP through a separate stakeholder engagement process. The contractor will quantify the GHG emissions reductions from these draft PCAP measures.

#### Task 2.1 Develop Methodology and Collect Data for Each Draft PCAP Measure

For each of six (6) draft PCAP measures, the contractor will document the methodology it proposes to use to estimate GHG emissions reductions. The Air District will review the proposed estimation methodology and suggest modifications, if needed. The contractor will also document reference information that includes, but is not limited to, data sources and assumptions for mathematical modeling (such as emission factors, control factors, adoption rates of policies and/or controls, timelines for implementation of different regulations, improvements in technology, fleet mix ratios, product mix, equipment turnover rates, and raw data that will be used for forecasting (e.g., population growth, vehicle-miles traveled (VMT), and other activity data)).

#### Task 2.2 Quantify GHG Emissions Reductions for Each Draft PCAP Measure

Upon the Air District's approval, the contractor will use the proposed methodology to estimate GHG emissions reductions for each of the draft PCAP measures. The contractor will document how the data collected under Task 2.1 are used in this Task 2.2 to quantify GHG emissions changes associated with each PCAP measure. The contractor will submit estimates of GHG emission reductions from the draft PCAP measures to the Air District for review and feedback.

#### Task 2.3 Quantify Emissions Reductions for Each Final PCAP Measure

Based on the contractor's estimation of GHG emissions reductions from the draft PCAP measures and stakeholder engagement, the Air District will confirm a list of final PCAP measures. For this final list of measures, the contractor will quantify GHG emissions changes associated with each measure and share documentation regarding the final version of data sources and assumptions (if updated from those used in Tasks 2.1 and 2.2), as well as the results of the quantification calculations, with the Air District. The Air District may consider leading on quantifying certain final measures for which the contractor does not have expertise, as necessary.

### **Task 3: Estimate Costs for Implementing PCAP Measures and Projects**

#### Task 3.1 Estimate Costs to Implement PCAP Measures

The contractor will estimate the costs to implement final PCAP measures, including the costs of implementation to government agencies and the net cost of implementation to the public (i.e., implementation costs minus available incentives). The contractor will share the proposed cost estimation methodology with the Air District for review and approval before beginning final estimation calculations. The Air District and its partners will provide the contractor with any relevant, useful information collected to date. The Air District estimates a range of 4-6 measures will be included in the PCAP.

The Air District acknowledges that estimating implementation costs can be a difficult task, particularly when the scope of a project or a measure is not yet clearly defined. Bidders shall include cost estimations in their proposal (e.g., provide different cost estimates for different types of measures (building electrification, trip reduction/mode shift, etc.), provide a range of cost per measure with a maximum number of measures estimated, etc.).

### Task 3.2 Estimate Costs to Implement Projects Supporting PCAP Measures and GHG Reductions

Upon the Air District's request, the contractor will estimate the costs to implement specific projects that are consistent with a PCAP measure, such as the cost to the government and net costs to the public, and estimate anticipated GHG emission reductions from those projects, for 2-4 projects. The contractor will share its proposed cost estimation methodology with the Air District for review before beginning estimation calculations. GHG emissions reductions for the project(s) will build upon quantification of the relevant PCAP measures.

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

The Air District will develop GHG projections for 2030 and 2045 (e.g., using normalized growth profiles) to inform development of the CCAP. The contractor will support the Air District by providing data for sector and sub-sector key growth assumptions (e.g., projected population and number of households, growth profiles for equipment targeted by measures, etc.) with documented references, including but not limited to those applied by the Metropolitan Transportation Commission (MTC) for its Plan Bay Area 2050 update. The contractor will work with the Air District to develop the list of specific assumptions to be provided.

### **Task 5: Recommend GHG Reduction Measures for CCAP**

The Air District will develop a comprehensive regional climate action plan, referred to as the CCAP, to meet regional GHG reduction targets for 2030 and 2045 for the five-county region. The 2045 target will be determined in 2024 and may focus on carbon neutrality or net zero carbon emissions. Measures in the CCAP to reach these targets will be regional in nature and provide benefits to frontline communities, support and enable local climate action (including cross-jurisdictional efforts) and address other GHG sources and sinks within regional agencies' purview and beyond local control.

The contractor will support the Air District in identifying GHG reduction measures for possible inclusion in the CCAP to achieve the GHG reduction targets. The contractor must be able to think beyond the traditional "cookie-cutter" approach to climate action plans and measures to help the Air District develop a transformative plan to achieve a bold vision for the region of an equitable, healthy, and zero-carbon economy. (This vision will be further developed with a separate stakeholder input at the beginning of the CCAP engagement process.) The contractor will meet up to four (4) times with the Air District and its partners to recommend regional measures for the CCAP. Measures will focus on filling the gap to carbon neutrality and meeting other measure selection criteria as determined by the Air District.

### **Task 6: Quantify GHG Emission Reductions, Criteria Pollutant Reductions, and Hazardous Air Pollutant Reductions for CCAP Measures**

The Air District will identify a list of GHG reduction measures for inclusion in the CCAP through a stakeholder engagement process. The contractor will quantify the estimated emission reductions of GHGs, criteria air pollutants (including total particulate matter (PM), PM<sub>2.5</sub>, PM<sub>10</sub>, nitrogen oxide (NO<sub>x</sub>), sulfur dioxide (SO<sub>2</sub>), carbon monoxide (CO), and total organic gases) and appropriate hazardous air pollutants (e.g., benzene, toluene,

ethylbenzene, xylene (BTEX) compounds, formaldehyde, ethanol, etc.) associated with each draft and final CCAP measure, at a minimum geographic specificity of the county and facility (if appropriate) level.

The CCAP will cover seven sectors (agriculture, commercial & residential (or buildings), transportation, electricity generation, industrial, waste management, and land-use change & forestry (including sinks)), with potentially an average of 3-5 measures per sector. The Air District anticipates up to 21-35 draft CCAP measures. The actual number of measures will be determined with stakeholder input by Autumn 2024. In addition, some CCAP measures may be PCAP measures that have been incorporated into the CCAP.

#### Task 6.1 Develop Methodology and Collect Data for Each Draft CCAP Measure

The Air District will work with stakeholders to identify GHG emissions reduction measures for the CCAP. For each of these measures, the contractor will document the methodology it proposes to use to estimate GHG emissions reductions and share this with the Air District. The Air District will review the contractor's proposed estimation methodology and suggest modifications, if needed. The contractor will also document reference information that includes, but is not limited to, data sources and assumptions for mathematical modeling (such as emission factors, control factors, adoption rates of policies and/or controls, timelines for implementation of different regulations, improvements in technology, fleet mix ratios, product mix, equipment turnover rates, and raw data that will be used for forecasting (e.g., population growth, VMT, and other activity data).

#### Task 6.2 Quantify GHG Emissions Reductions for Each Draft CCAP Measure

With the Air District's approval, the contractor will use the proposed methodology to estimate GHG emissions reductions for each of the draft CCAP measures. The contractor will document how the data collected under Task 6.1 are used in this Task 6.2 to quantify GHG emissions changes associated with each CCAP measure. The contractor will submit estimates of GHG emission reductions from draft PCAP measures to the Air District for review. The Air District will provide the contractor with feedback.

#### Task 6.3 Quantify GHG Emissions Reductions for Each Final CCAP Measure

Based on the contractor's estimation of emissions reductions from the draft CCAP measures and stakeholder engagement, the Air District will provide a list of final measures to the contractor. The Air District anticipates up to 21-35 final measures, but the actual number will be determined with stakeholder input in Winter/Spring 2025 and may be less than the number of draft CCAP measures. For this final list of measures, the contractor will quantify GHG emissions changes associated with each measure and share documentation regarding the final version of data sources and assumptions (if updated from those used in Tasks 6.1 and 6.2), as well as the results of the quantification calculations, with the Air District. The Air District may consider leading on quantifying certain final measures for which the contractor does not have expertise, as necessary.

#### Task 6.4 Estimate Co-pollutant (Criteria Air Pollutant (CAP) and Hazardous Air Pollutant (HAP)) Emissions Reductions for Each Final CCAP Measure

The contractor will estimate emission reductions of both CAPs and HAPs from implementation of the final CCAP measures, relative to the Air District's base year CAP inventory and EPA's National Emissions Inventory (NEI) with a minimum



geographic specificity at the county level and/or facility level. The Air District will review the contractor's methodology and suggest modifications, if needed, to estimate changes before the contractor begins this task. The Air District may consider leading on quantifying certain final measures for which the contractor does not have expertise, as necessary. The contractor may consider using tools listed in EPA's Technical Guidance ([link](#)). EPA does not require estimates of CAP and HAP emission reductions from measures associated with land use, land-use change, and forestry so the total number of CCAP measures for CAP and HAP estimation will be fewer than for Task 6.3.

### **Task 7: Synthesize Documentation on Methods and Findings from Tasks 2-6 and Supporting Materials into a Report for Input into PCAP and CCAP Technical Appendices**

The contractor will synthesize documentation of input, methods, and findings of Tasks 2-6 into a report and assist the Air District in developing PCAP and CCAP technical appendices. The contractor will submit to the Air District supporting materials needed for replication of the deliverables with sufficient information (metadata and READMEs) for the Air District to follow the contractor's methods.

#### Task 7.1: Prepare a Report Summarizing Input, Methods, and Findings from Tasks 2-3

The contractor will submit a draft summary report documenting the methods and findings of Tasks 2 through 3 to the Air District for review and modifications, as needed. The contractor will provide a final report that incorporates the Air District's comments.

#### Task 7.2: Support Development of PCAP Technical Appendices

The contractor will draft language for inclusion in the technical appendices for PCAP based on the report. The Air District will review and suggest modifications, as needed.

#### Task 7.3: Prepare Supporting Materials Needed for Developing All Task Deliverables

The contractor will submit draft supporting materials needed for replication of the deliverables with sufficient information (metadata and READMEs) for the Air District to follow the contractor's methods. The Air District will review and suggest modifications, as needed.

#### Task 7.4: Prepare Report from Tasks 4-6 and Final Supporting Materials, Incorporating Air District Comments

The Air District will submit a draft summary report documenting the methods and findings of Tasks 4 through 6 for the Air District's review and modifications, as needed. The contractor will provide a final report – with final supporting materials as described in Task 7.3 – that incorporates Air District's comments.

#### Task 7.5: Support Development of CCAP Technical Appendices

The contractor will draft language for inclusion in the technical appendices for CCAP based final report. The Air District will review and suggest modifications, as needed.

**Estimated Project Timeline**

<b>Task</b>	<b>Q4 2023</b>	<b>Q1 2024</b>	<b>Q2 2024</b>	<b>Q3 2024</b>	<b>Q4 2024</b>	<b>Q1 2025</b>	<b>Q2 2025</b>
Task 2.1 Develop methodology and collect data for each draft PCAP measure	x						
Task 2.2 Quantify GHG emissions reductions for each draft PCAP measure	x						
Task 2.3 Quantify emissions reductions for each final PCAP measure	x	x					
Task 3.1 Quantify costs to implement PCAP measures	x						
Task 3.2 Estimate costs to implement projects supporting PCAP measures and GHG reductions		x					
Task 4: Provide key assumptions for GHG projections				x			
Task 5: Recommend GHG reduction measures for CCAP			x	x	x	x	
Task 6.1 Develop methodology and collect data for each draft CCAP measure				x			
Task 6.2 Quantify GHG emissions reductions for each draft CCAP measure				x	x		
Task 6.3 Quantify emissions reductions for each final CCAP measure						x	x
Task 6.4 Estimate co-pollutant (criteria pollutant and hazardous air pollutant) emissions reductions for each final CCAP measure							x
Task 7.1 Prepare a report summarizing input, methods, and findings from Tasks 2-3		x					
Task 7.2: Support development of PCAP technical appendices		x					
Task 7.3 Prepare supporting materials needed for developing all task deliverables							x
Task 7.4 Prepare a report summarizing input, methods, and findings from Tasks 4-6 and final supporting materials							x
Task 7.5: Support development of CCAP technical appendices							x

**SECTION IV – INSTRUCTIONS TO BIDDERS**

**A. General**

1. Interested firms must create an account through the Portal described in this RFP to view RFP documents and addenda, and to submit questions and proposal documents.
2. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of the proposal.

3. All information should be complete, specific, and as concise as possible.
4. Proposals should include any additional information that the bidder deems pertinent to the understanding and evaluation of the proposal.
5. The Air District may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the deadline. Please check the [Portal](#) for updates prior to the deadline.
6. All proposals shall constitute firm offers valid for ninety (90) days from the deadline. Once submitted, proposals may be withdrawn, modified and resubmitted through the Portal up until the deadline.
7. The Air District reserves the right to reject any and all proposals.
8. The Air District anticipates the costs to range from \$150,000 to \$200,000 for this project.
9. All questions must be in written form and submitted through the Portal no later than **4:00 p.m. on Monday, August 14, 2023**. Bidders will not be able to submit questions after this time. All questions will be answered in writing and posted on the [Portal](#) by **6:00 p.m. on Friday, August 18, 2023**.
10. The cost for developing the proposal is the responsibility of the bidder and shall not be chargeable to the Air District.

## **B. Submittal of Proposals**

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

1. Deadline – All proposals are due no later than **4:00 p.m. PT on Monday, August 28, 2023**, and must be submitted via the Portal to:

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

2. Uploading large documents may take significant time, depending on the size of the file(s) and internet connection speed. Bidders should plan sufficient time before the deadline to finalize their submissions and complete the uploading process. Bidders will not be able to submit documents after the deadline. Proposals received after the deadline will not be considered.
3. Signature – All proposals must be signed by an authorized representative of the bidder.

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

By submitting a proposal with portions marked “confidential,” a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the Air District for, and to indemnify, defend, and hold harmless the Air District, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to the District’s non-disclosure of any such designated portions of a proposal.
7. Modification – Once submitted, proposals, including the composition of the contracting team, may be altered up until the deadline. Proposals may not be modified after the deadline.

**C. Interviews**

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

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

**A. Contents of Proposal**

Submitted proposals should follow the format outlined below and include all

requested information. Failure to submit proposals in the required format may result in the proposal being eliminated from evaluation and consideration. Proposals should not exceed 10 pages, excluding examples of previous work and resumes/CVs.

1. Technical Proposal

- a. Cover Letter (Section I) – Include the name, address, and telephone number of the firm, and signed by the person(s) authorized to represent the firm.
- b. Contact Information – Provide the following information about the firm:
  - Address and telephone number of office nearest to San Francisco, California and the address and phone number of the office that each of the proposed staff members are based out of if different.
  - Name of firm’s representative designated as the contact and email address.
  - Name of project manager, if different from the individual designated as the contact.
- c. Table of Contents – Clearly identify material contained in the proposal by section.
- d. Summary (Section II) – State overall approach to Technical Support for the Bay Area Regional Climate Planning Initiative: Measure Quantification and Identification, including the objectives and scope of work.
- e. Experience and Qualifications (Section III) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations, if any. Describe the technical capabilities of the firm. Include relevant details of experience and qualifications in:
  - GHG emissions inventory development process.
  - Interpreting existing and proposed GHG rules, policy measures, technological improvements, rule- and policy-driven changes in activity data and consumption behavior, and rule and technology adoption rates.
  - Developing quantifiable metrics based on factors that would be applied in estimation of GHG and co-pollutant emissions changes.
  - Estimating costs to implement climate action measures and projects.
  - Working with regional and local agencies to develop climate action plans.
- f. References (Section IV) - Provide a minimum of three (3) references of other, similar projects including company name or government entity, contact name, title, phone number and e-mail address for all references listed. For each reference, include a description of services provided and dates the services were provided.

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

extent of such work in evaluating the proposal.

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

2. Cost Proposal

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

**SECTION VI – PROPOSAL EVALUATION**

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

Proposals will be evaluated on the following criteria:

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

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

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

## **SECTION VII – SAMPLE CONTRACT**

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

In addition to the terms and provisions outlined in the Air District’s Professional Services Contract, the selected contractor and its subcontractors will be expected to comply with federal law, regulations, and requirements including, but not limited to:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- 2 CFR Part 1500 EPA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2023.192**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 21, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **ICF Incorporated, L.L.C.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for technical support in assisting DISTRICT in developing a Priority Climate Action Plan and Comprehensive Climate Action Plan for the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 11, 2023, and on behalf of DISTRICT on October 18, 2023.
2. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$199,934” with “\$343,034.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$199,934” with “\$343,034.”
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached “Attachment A-1, Scope of Work” and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

ICF INCORPORATED, L.L.C

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

By: \_\_\_\_\_  
Matt Sylvester  
Contracts Manager

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

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

Approved as to form:

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

## ATTACHMENT A-1

### SCOPE OF WORK

DISTRICT is the lead coordinating agency for the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program's planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties.

CONTRACTOR shall assist the DISTRICT in developing a Priority Climate Action Plan (PCAP) and a Comprehensive Climate Action Plan (CCAP) for the San Francisco-Oakland-Berkeley MSA as required through the CPRG planning grant. Specific tasks will include quantifying greenhouse gas (GHG) emission reductions from measures in the PCAP and CCAP; estimating costs to implement PCAP measures and projects; providing key assumptions for GHG projections in the CCAP; recommending measures to reduce GHG emissions for the CCAP; quantifying changes in criteria air pollutants and hazardous air pollutants from CCAP measures; and synthesizing documentation of input, methods, and findings into a report and assisting the DISTRICT in developing PCAP and CCAP technical appendices.

CONTRACTOR shall be responsible for providing technical support and completing the tasks outlined in this Scope of Work.

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

CONTRACTOR will convene an initial kick-off meeting with the DISTRICT to:

1. Review the scope of work;
2. Develop a shared understanding of project objectives and deliverables;
3. Review data needs and collaboratively identify available data sources and potential gaps; and
4. Confirm project timelines and roles.

After the kick-off meeting, CONTRACTOR will continue to coordinate with the DISTRICT, including holding regular check-in calls.

Deliverables:

1. Written meeting summary including key take-aways and action steps.

#### **Task 2: Quantify GHG Emission Reductions from PCAP Measures**

DISTRICT will identify up to six (6) draft GHG reduction measures for inclusion in the PCAP through a separate stakeholder engagement process. CONTRACTOR will quantify the GHG emissions reductions from these draft PCAP measures.

##### Task 2.1: Develop Methodology and Collect Data for Each Draft PCAP Measure

For each of the six (6) draft PCAP measures, CONTRACTOR will document the methodology it proposes to use to estimate GHG emissions reductions. DISTRICT will review the proposed estimation methodology and suggest modifications, if needed. CONTRACTOR will also document reference information that includes, but is not limited to, data sources and assumptions for mathematical modeling (such as emission factors, control factors, adoption rates of policies and/or controls, timelines for implementation of different regulations, improvements in technology, fleet mix ratios, product mix, equipment turnover rates, and raw data that will be used for forecasting (e.g., population growth, vehicle-miles traveled

(VMT), and other activity data)). Where modeling analyses are not readily available for use, CONTRACTOR will use its proprietary decarbonization platform, CO2 Sight™ to quantify impacts of the GHG reduction measures at the county level.

Deliverables:

1. Documentation of quantification methodology.
2. Documentation of reference information included in the quantification methodology.

#### Task 2.2: Quantify GHG Emissions Reductions for Each Draft PCAP Measure

Upon the DISTRICT's approval, CONTRACTOR will use the proposed methodology to estimate GHG emissions reductions for each of the draft PCAP measures. CONTRACTOR will document how the data collected under Task 2.1 are used to quantify GHG emission changes/reductions associated with each PCAP measure. CONTRACTOR will submit estimates of GHG emission reductions from the draft PCAP measures to the DISTRICT for review and feedback.

Deliverables:

1. Estimated emission impacts/reductions from draft PCAP measures, presented in Microsoft Excel, Power BI (for CO2 Sight™ results), and Word
2. Spreadsheets with draft PCAP measures and estimated emission reductions that can easily be manipulated by DISTRICT staff to change assumptions and inputs

#### Task 2.3: Quantify Emissions Reductions for Each Final PCAP Measure

CONTRACTOR will quantify GHG emission changes/reductions associated with each final GHG reduction measure (final measures will be provided by the DISTRICT). CONTRACTOR will provide documentation regarding the final version of data sources and assumptions (if updated from those used in Tasks 2.1 and 2.2), as well as the results of the quantification calculations. The DISTRICT may consider leading on quantifying certain final measures for which CONTRACTOR does not have expertise, as necessary.

Deliverables:

1. Final quantified emission impacts/reductions from final list of PCAP measures, presented in Microsoft Excel, Power BI (for CO2 Sight™ results), and Word.
2. Documentation of final data sources, assumptions and methodology (if updated from those used in Tasks 2.1 and 2.2).

### **Task 3: Estimate Costs for Implementing PCAP Measures and Projects**

#### Task 3.1: Estimate Costs to Implement PCAP Measures

CONTRACTOR will estimate the costs to implement 4-6 final PCAP measures, including the costs of implementation to government agencies and the net cost of implementation to the public (i.e., implementation costs minus available incentives). CONTRACTOR will meet with DISTRICT to determine what types of costs will be included in the estimations. CONTRACTOR will share the proposed cost estimation methodology with the DISTRICT for review and approval before beginning final estimation calculations. Cost data will be combined with energy data and other activity data developed during the emission estimates prepared for PCAP measures.

CONTRACTOR will work with the DISTRICT to confirm key assumptions, data sources, and decision points. This will include, for example, determining cost framing (e.g., costs for the measures or project owner for

implementation or for the region generally), types of costs to include in the analysis (e.g., energy costs, equipment costs, labor costs), key assumptions to apply (e.g., interest rates, inflation rates, discount rates), and final cost presentation (e.g., total cost, incremental costs, net present value).

**Deliverables:**

1. Documentation of proposed cost estimation methodology.
2. Memo and/or presentation with draft results of cost analysis.
3. Written documentation of final cost analysis.

**Task 3.2: Estimate Costs to Implement Projects Supporting PCAP Measures and GHG Reductions**

Upon the DISTRICT's request, CONTRACTOR will estimate the costs to implement specific projects that are consistent with a PCAP measure, such as the cost to the government and net costs to the public, and estimate anticipated GHG emission reductions from those projects, for 2-4 projects. CONTRACTOR will share its proposed cost estimation methodology with the DISTRICT for review before beginning estimation calculations. GHG emissions reductions for the project(s) will build upon quantification of the relevant PCAP measures.

**Deliverables:**

1. Documentation of proposed cost estimation methodology.
2. Memo and/or presentation with draft results of cost analysis.
3. Written documentation of final cost analysis.

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

CONTRACTOR will support the DISTRICT's development of GHG projections for 2030 and 2045 by providing data for sector and sub-sector key growth assumptions (e.g., projected population and number of households, growth profiles for equipment targeted by measures, etc.) with documented references, including but not limited to those applied by the Metropolitan Transportation Commission (MTC) for its Plan Bay Area 2050 update. CONTRACTOR will review relevant data and assumptions applied from local studies, and public data sources. CONTRACTOR will work with the DISTRICT to develop the list of specific assumptions to be provided.

**Deliverables:**

1. List of assumptions for GHG projections in CCAP.
2. Spreadsheet including supporting data for GHG projections analysis.

**Task 4.1.a: Develop Landcover Classification and Carbon Stock Inventory**

CONTRACTOR will conduct Geographic Information System (GIS) based landcover classification, and carbon stock inventory for 2022 for the Bay Area Regional Climate Action Plan (BARCAP) MSA region, with a minimum geographic specificity at the county level with separate data visualization for each county. CONTRACTOR will use datasets and methodologies consistent across existing analyses conducted in Sonoma<sup>1</sup> and Contra Costa<sup>2</sup> Counties, using a base year of 2022 whenever possible. CONTRACTOR will submit land cover classification, and carbon stock inventory to DISTRICT for review. DISTRICT will provide CONTRACTOR with feedback that CONTRACTOR will incorporate into final

<sup>1</sup> <https://sonoma-county.legistar.com/LegislationDetail.aspx?ID=6399747&GUID=42EF9CFA-1B23-4B80-BE5C-6DC2B882A484>

<sup>2</sup> <https://www.contracosta.ca.gov/8465/Healthy-Lands-Healthy-People---A-Carbon->

deliverables. CONTRACTOR will attend up to three (3) meetings with DISTRICT to discuss methodology, findings, and comments on deliverables. CONTRACTOR will follow QA/QC procedures outlined in the BARCAP Quality Assurance Project Plan (QAPP) in consultation with DISTRICT.

CONTRACTOR will use the following tools and methods for developing the landcover classification and carbon stock calculations:

- LANDFIRE Federal Landscape Fire and Resource Management Planning Tool 2022 data to create the landcover classification for the BARCAP MSA geographic region;
- Crosswalk of datasets from the 2022 LANDFIRE tool to 2010 LANDFIRE tool to verify landcover categories, which are used as a base to calculate CO<sub>2</sub>-e stored in above and below-ground biomass, soil carbon, and wetlands using the following data sources;
- California Air Resources Board (CARB) 2020 datasets for above and below ground biomass;
- National Cooperative Soil Survey (NCSS) characterization database, National Soil Information System (NSIS), and Rapid Carbon Assessment (RaCA) to produce an inventory of soil organic carbon stocks; and
- Agriculture and Land Use Greenhouse Gas Inventory (ALU) Software to develop estimations of wetlands emissions.

Deliverables:

1. GIS land cover classification map based on the LANDFIRE EVC, EVH, and EVT layers for 2022.
2. Fifteen to twenty (15-20) high resolution JPG and PDF images of maps, tables, and charts on landcover and carbon stock findings for use in final CCAP document, including a breakout of landcover and carbon analysis by individual County, with up to two separate data visualizations for each county.
3. Excel table including landcover type, acreage across MSA, carbon stocks for 2022, detailed description of methodology and incorporation of one round of consolidated comments from DISTRICT.
4. 10-20-page memorandum on alignment with CARB 2022 Scoping Plan methodology, with differences between BARCAP and Scoping Plan Analyses highlighted.

#### **Task 5: Recommend GHG Reduction Measures for CCAP**

CONTRACTOR will support the DISTRICT in identifying GHG reduction measures for possible inclusion in the CCAP. CONTRACTOR will leverage its knowledge of what other states, regional organizations, and local governments are doing to make recommendations for additional strategies that the DISTRICT can include in the CCAP. In developing these recommendations, CONTRACTOR will consider any potential additional efforts, including new regulations at the state or local level, new federal actions resulting in mandatory requirements or funding opportunities, and policies likely to influence Bay Area emissions that were not accounted for in prior planning efforts.

CONTRACTOR will meet up to four (4) times with the DISTRICT and its partners to recommend regional measures for the CCAP. Measures will focus on filling the emissions gap to carbon neutrality and meeting other measure selection criteria as determined by the DISTRICT.

Deliverables:

1. Notes and meeting summaries from each meeting documenting decisions and outstanding items to address.
2. Memo or report recommending and detailing up to 25 GHG measures for inclusion in the CCAP.

#### **Task 5.1: Participate in Technical Stakeholder Meetings**

CONTRACTOR will provide a subject matter expert in the power sector who is familiar with regional and local actions/measures to use as examples, familiar with California Public Utilities Commission (CPUC) and California Energy Commission (CEC) policies/issues, and able to advise on the quantifiability of draft measures, etc. – to support DISTRICT staff in technical stakeholder meetings for the power generation sector. CONTRACTOR will provide information to DISTRICT on requested items between meetings.

Deliverables:

1. Summary (can be bulleted list) of information provided to DISTRICT in response to questions.

#### **Task 6: Quantify GHG Emission Reductions, Criteria Pollutant Reductions, and Hazardous Air Pollutant Reductions for CCAP Measures**

The DISTRICT will identify a list of GHG reduction measures for inclusion in the CCAP through a stakeholder engagement process. CONTRACTOR will quantify the estimated emission reductions of GHGs, criteria air pollutants (including total particulate matter (PM), PM2.5, PM10, nitrogen oxide (NOx), sulfur dioxide (SO2), carbon monoxide (CO), and total organic gases) and appropriate hazardous air pollutants (e.g., benzene, toluene, ethylbenzene, xylene (BTEX) compounds, formaldehyde, ethanol, etc.) associated with each draft and final CCAP measure, at a minimum geographic specificity of the county and facility (if appropriate) level.

The CCAP will cover seven sectors (agriculture, commercial and residential (or buildings), transportation, electricity generation, industrial, waste management, and land-use change and forestry (including sinks)), with potentially an average of 3-5 measures per sector. The DISTRICT anticipates up to 21-35 draft CCAP measures.

##### Task 6.1: Develop Methodology and Collect Data for Each Draft CCAP Measure

CONTRACTOR will document the methodology it proposes to use to estimate GHG emission reductions from all potential CCAP measures. The DISTRICT will review CONTRACTOR's proposed estimation methodology and suggest modifications, if needed. CONTRACTOR will also document reference information that includes, but is not limited to, data sources and assumptions for mathematical modeling (such as emission factors, control factors, adoption rates of policies and/or controls, timelines for implementation of different regulations, improvements in technology, fleet mix ratios, product mix, equipment turnover rates, and raw data that will be used for forecasting (e.g., population growth, VMT, and other activity data).

Deliverables:

1. Documentation of quantification methodology.
2. Documentation of reference information included in the quantification methodology.

##### Task 6.2: Quantify GHG Emissions Reductions for Each Draft CCAP Measure

With the DISTRICT's approval, CONTRACTOR will use the proposed methodology to estimate GHG emissions reductions for each of the draft CCAP measures. CONTRACTOR will document how the data collected under Task 6.1 are used in this Task 6.2 to quantify GHG emissions changes associated with each CCAP measure. CONTRACTOR will submit estimates of GHG emission reductions from draft CCAP measures to the DISTRICT for review. The DISTRICT will provide CONTRACTOR with feedback.

**Deliverables:**

1. Estimated emission impacts/reductions from draft PCAP measures, presented in Microsoft Excel, Power BI (for CO2 Sight™ results), and Word.
2. Spreadsheets with draft CCAP measures and estimated emission reductions that can easily be manipulated by DISTRICT staff to change assumptions and inputs.

**Task 6.3: Quantify GHG Emissions Reductions for Each Final CCAP Measure**

Based on CONTRACTOR's estimation of emissions reductions from the draft CCAP measures and stakeholder engagement, the DISTRICT will provide a list of final measures to CONTRACTOR. The DISTRICT anticipates up to 21-35 final measures. For this final list of measures, CONTRACTOR will quantify GHG emissions changes associated with each measure and share documentation regarding the final version of data sources and assumptions (if updated from those used in Tasks 6.1 and 6.2), as well as the results of the quantification calculations, with the DISTRICT. The DISTRICT may consider leading on quantifying certain final measures for which CONTRACTOR does not have expertise, as necessary.

**Deliverables:**

1. Final quantified emission impacts/reductions from final list of CCAP measures, presented in Microsoft Excel, Power BI (for CO2 Sight™ results), and Word.
2. Documentation of final data sources, assumptions and methodology (if updated from those used in Tasks 6.1 and 6.2).

**Task 6.4: Estimate Co-pollutant (Criteria Air Pollutant (CAP) and Hazardous Air Pollutant (HAP)) Emissions Reductions for Each Final CCAP Measure**

CONTRACTOR will estimate emission reductions of both CAPs and HAPs from implementation of the final CCAP measures, relative to the DISTRICT's base year CCAP inventory and EPA's National Emissions Inventory (NEI) with a minimum geographic specificity at the county level and/or facility level. CONTRACTOR will discuss in detail with DISTRICT the available information suitable for the analysis and identify a proposed methodology for emission change analysis. DISTRICT will review CONTRACTOR's methodology and suggest modifications, if needed, to estimate changes before CONTRACTOR begins this task. The DISTRICT may consider leading on quantifying certain final measures for which CONTRACTOR does not have expertise, as necessary. CONTRACTOR will not include estimates of CAP and HAP emission reductions from measures associated with land use, land-use change, and forestry.

**Deliverables:**

1. Proposed methodology for emission change analysis
2. Documentation of proposed data sources, approaches, and CAP and HAP's that will be quantified for each measure
3. Memo and/or presentation with results of emission change analysis for 15-30 measures

**Task 6.5: Measure Cost Estimation**



CONTRACTOR will estimate the costs to implement 21-35 final BARCAP measures, including the costs of implementation to government agencies and the net cost of implementation to the public (i.e., implementation costs minus available incentives) at the measure level for the entire MSA. CONTRACTOR will prepare detailed-bottom-up cost estimates for up to four (4) BARCAP measures, including societal cost to the customers by technology type, at the MSA level, calibrated state and local policies and regulations. CONTRACTOR will share the proposed cost estimation methodology with DISTRICT for review and approval before beginning final estimation calculations. Cost data will be combined with energy data and other activity data developed during the emission estimates prepared for BARCAP measures under Task 6. CONTRACTOR will work with DISTRICT to confirm key assumptions, data sources, and decision points. This will include, for example, determining cost framing (e.g., costs for the measures or project owner for implementation or for the region generally), types of costs to include in the analysis (e.g., energy costs, equipment costs, labor costs), key assumptions to apply (e.g., interest rates, inflation rates, discount rates), and final cost presentation (e.g., total cost, incremental costs, net present value). CONTRACTOR will provide draft deliverables for review by DISTRICT and shall accommodate two rounds of DISTRICT review. Following DISTRICT review, CONTRACTOR shall incorporate feedback into final deliverables.

Deliverables:

1. Documentation in a Microsoft Word document of proposed cost estimation methodology.
2. Memo and/or presentation with draft results of cost analysis.
3. Written documentation of final cost analysis.

#### **Task 7: Synthesize Documentation on Methods and Findings from Tasks 2-6 and Supporting Materials into a Report for Input into PCAP and CCAP Technical Appendices**

CONTRACTOR will synthesize documentation of input, methods, and findings of Tasks 2-6 into a report and assist the DISTRICT in developing PCAP and CCAP technical appendices. CONTRACTOR will submit to the DISTRICT supporting materials needed for replication of the deliverables with sufficient information (metadata and READMEs) for DISTRICT to follow CONTRACTOR's methods.

##### Task 7.1: Prepare a Report Summarizing Input, Methods, and Findings from Tasks 2-3

CONTRACTOR will document, compile, and synthesize technical information related to quantification of GHG emissions reductions from PCAP measures and estimation of costs for implementing PCAP measures. CONTRACTOR will synthesize the documentation prepared for Tasks 2 and 3 into a single, detailed, and understandable format delivered in both a Microsoft Word document and as a PDF file. The report will include graphics, info charts, and formulae to make clear to a reader the methods and results. CONTRACTOR will submit a draft of this report to the DISTRICT for review and modifications, as needed. CONTRACTOR will provide a final report that incorporates the DISTRICT's comments.

Deliverables:

1. Draft synthesis report documenting technical information related to quantification of GHG emissions reductions from and costs of implementing PCAP measures.
2. Final report incorporating DISTRICT feedback and comments.

##### Task 7.2: Support Development of PCAP Technical Appendices

CONTRACTOR will draft language for inclusion in the technical appendices for PCAP based on the report from Task 7.1 and drawing heavily on materials already prepared through previous tasks. The DISTRICT will review and suggest modifications, as needed.

Deliverables:

1. Draft language for inclusion in technical appendices.

Task 7.3: Prepare Supporting Materials Needed for Replicating All Task Deliverables

CONTRACTOR will submit draft supporting materials needed for replication of the deliverables with sufficient information (metadata and READMEs) for the DISTRICT to follow CONTRACTOR's methods. The DISTRICT will review and suggest modifications, as needed.

Deliverables:

1. Excel spreadsheets that can be clearly followed to replicate calculations, including labeled data sources and external links removed.

Task 7.4: Prepare Report from Tasks 4-6 and Final Supporting Materials, Incorporating DISTRICT Comments

The DISTRICT will submit a draft summary report documenting the methods and findings of Tasks 4 through 6 for the DISTRICT's review and modifications, as needed. The report will include the key assumptions used to develop the GHG projections for the CCAP that CONTRACTOR advised on, recommended GHG reductions measures for the CCAP, and quantification of GHG emission reductions and air quality impacts for CCAP measures. CONTRACTOR will provide a final report – with final supporting materials as described in Task 7.3 – that incorporates DISTRICT's comments.

Deliverables:

1. Draft summary report documenting the methods and findings of Tasks 4 through 6, synthesizing interim deliverables developed for each Task.
2. Final report incorporating DISTRICT feedback and comments.

Task 7.5: Support Development of CCAP Technical Appendices

CONTRACTOR will draft language for inclusion in the technical appendices for CCAP based final report. The DISTRICT will review and suggest modifications, as needed.

Deliverables:

1. Draft language for inclusion in technical appendices.

**ATTACHMENT B-1**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at the hourly rates listed in Table 1 below, up to a maximum amount of \$343,035. Total payments for each task shall not exceed the amount listed for each task in Table 2 below, unless DISTRICT provides written approval to reallocate funds from a different task. Payments will be made in accordance with Section 8, Payment; Acceptance, of the Contract.

**Table 1: Hourly Rates**

<b>Level</b>	<b>Hourly Rate (October 2023 – September 2024)</b>	<b>Hourly Rate (October 2024 – December 31, 2025)</b>
Senior Subject Matter Expert	\$254.13	\$264.30
Subject Matter Expert	\$224.72	\$233.71
Project Manager	\$204.24	\$212.41
Senior Consultant	\$175.89	\$182.93
Consultant	\$147.58	\$153.48
Senior Analyst	\$129.16	\$134.33
Analyst	\$104.77	\$108.96
Research	\$84.80	\$88.19

**Table 2: Maximum Cost Per Task**

<b>Task</b>	<b>Maximum Cost</b>
Task 1: Project Management	\$27,026
Task 2: Quantify GHG Emissions Reductions from PCAP Measures	\$18,897
Task 3: Estimate Costs for Implementing PCAP Measures and Projects	\$29,839
Task 4: Provide Key Assumptions for GHG Projections in CCAP	\$56,472
Task 5: Recommend GHG Reduction Measures for CCAP	\$23,989
Task 6: Quantify GHG Emission Reductions, Criteria Pollutant Reductions, and Hazardous Air Pollutant Reductions for CCAP Measures	\$163,378
Task 7: Synthesize Documentation on Methods and Findings from Tasks 2-6 and Supporting Materials into a Report for Input into PCAP and CCAP Technical Appendices	\$23,433
<b>Total</b>	<b>\$343,034</b>

**Total Cost of Contract Not to Exceed \$343,035.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

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 Assembly Bill 617 Community Emissions Reduction Plan

RECOMMENDED ACTION

Recommend the Board authorize the Executive Officer/APCO to extend the end date of the Master Services Agreement with the Marie Harrison Community Foundation from November 30, 2024, to November 30, 2025, and to increase the current contract limit by no more than \$158,880, from \$240,000 to \$398,880, for continued agenda planning and outreach support for the development of the Bayview Hunters Point/Southeast San Francisco’s Assembly Bill 617 Community Emissions Reduction Plan.

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 (AB 617, C. Garcia, Chapter 136, Statutes of 2017). Following the Air District’s nomination, the California Air Resources Board 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 Community Emissions Reduction Plan (CERP).

With the \$240,000 of funds in the current Master Services Agreement (MSA), the Marie Harrison Community Foundation supported the Bayview Hunters Point AB617 community nomination, the initial development of the CSC project infrastructure, and the first ten CSC meetings between February 11, 2023 and October 31, 2024. Staff from the Marie Harrison Community Foundation conducted outreach for AB 617 site nomination, recruited community members to apply the CSC, supported the planning and facilitation of CSC meetings, attended subcommittee meetings, and brought in technical experts to support the CSC. Over the course of

those ten CSC meetings, the group has adopted a Charter that sets forth the CSC's governance processes, adopted a community boundary, participated in a mapping activity to identify pollution concerns and sensitive populations in the neighborhood, and participated in discussions on a variety of key topics, including air quality management, land use policy, and health data. In the next year, the CSC will create a roadmap to identify the next steps required for the CSC to acquire the background information necessary to develop the CERP.

## DISCUSSION

To support the 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 (BVHP/SESF) 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 amended contract amount of \$158,880 is included in the Fiscal Year Ending 2025 budget, Program 617.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Daniel Madrigal  
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Original Executed Contract No. 2022.286 - Marie Harrison Community Foundation
2. Contract No. 2022.286: Amendment 1 - Marie Harrison Community Foundation
3. Draft Contract No. 2022.286 : Amendment 2 - Marie Harrison Community Foundation

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2022.286**

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 **Marie Harrison Community Foundation Inc.** (“CONTRACTOR”) whose address is 528 Carter Street, Unit 104A, San Francisco, CA 94134.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from date of Contract execution to October 31, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.

B. Either party may terminate this Contract for breach by the other party.

i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.

ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.

iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.

iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.

v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.

ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may



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

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
  - B. All insurance shall be placed with insurers acceptable to DISTRICT.
  - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
  - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
  - B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

9. AGREEMENT TO PROVIDE SERVICES

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

or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$90,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

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

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

CONTRACTOR: Marie Harrison Community Foundation  
528 Carter Street, Unit 104A  
San Francisco, CA 94134  
Attn: Arieann Harrison

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

15. EMPLOYEES OF CONTRACTOR

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

- C. CONTRACTOR shall assign those employees listed under the Task Order(s) to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
  - D. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such

report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

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

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

enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

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


30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY FOUNDATION  
INC.

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

By:  \_\_\_\_\_  
Ariann Harrison  
Executive Director

Date: 2/11/2023

Date: 12/30/2022

Approved as to form:  
District Counsel

By: DocuSigned by:  
Alexander Crockett  
B5AE1A26FCA4453... 2/9/2023  
Alexander G. Crockett  
District Counsel

## **Attachment A General Description of Services**

The Marie Harrison Community Foundation (CONTRACTOR), as part of a co-lead team including CONTRACTOR and the Bayview Hunters Point Community Advocates, and with support from the DISTRICT, shall lead the development and initial implementation of a 2024 Community Emissions Reduction Plan (CERP) in Bayview Hunters Point/Southeast San Francisco that will launch in 2023 pending DISTRICT Board of Directors' and California Air Resources Board's (CARB) approval via community and stakeholder engagement, facilitation, technical research, mitigation analysis, and plan writing.

CONTRACTOR has experience developing programs and conducting outreach in the community to advance community-designed solutions and policies to long-standing health, economic and environmental issues, including creating the Marie Harrison Youth Scholarship program, distributing air filtration units to an unsheltered community at Pier 94 in San Francisco, and Pollution Patrol - a street reconnaissance team addressing illegal dumping in District 10. CONTRACTOR has built long-term relationships with the DISTRICT and participated in DISTRICT meetings and enforcement issues. As a result, CONTRACTOR has gained deep leadership skills and expertise around engaging with DISTRICT regarding regulatory rulemaking, enforcement, planning processes and programs.

Provided that Bayview Hunters Point/Southeast San Francisco receives its Assembly Bill (AB) 617 (C. Garcia 2017) designation from CARB, the outreach process to launch the CERP Steering Committee will begin in March 2023 and the formal CERP development phase, under the guidance of the Steering Committee, is expected to take up to two years (expected completion in February 2025).

CONTRACTOR shall provide DISTRICT with community engagement support, policy development, and facilitation services in preparation for the CERP nomination and the development of the Bayview Hunters Point/Southeast San Francisco CERP by conducting outreach amongst CONTRACTOR's members, partners/allies, and Bayview Hunters Point/Southeast San Francisco residents.

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

1. In consultation and coordination with DISTRICT, co-Lead with Bayview Hunters Point Community Advocates a community engagement and planning process in the Bayview Hunters Point and the broader Southeast San Francisco area.
2. Perform outreach to Bayview Hunters Point/Southeast San Francisco community about the CERP nomination and AB 617 process and identify speakers and provide support at public process.
3. Design, recruit and create a CERP Community Steering Committee that represents the diverse communities and organizations impacted by poor air pollution in the Bayview Hunters Point/Southeast San Francisco area.
4. Provide planning, outreach and communication, and logistics support for Community Steering Committee meetings to support the development of a CERP for Bayview Hunters Point/Southeast San Francisco area, including meeting logistics/spaces, meeting flyers, and meeting preparation.
5. Convene and co-facilitate Co-Leads meetings to plan for the CERP meetings including co-developing agendas and presentations.



6. Identify, develop and/ or present at trainings and other information about AB 617 or other topics, such as the history of environmental justice in Southeast San Francisco, to the CERP Community Steering Committee, DISTRICT, or other organizations, as needed.
7. Conduct information gatherings or research on policies and strategies to include in the CERP for the Bayview Hunters Point/Southeast San Francisco area, as needed.
8. Oversee the development of the CERP Plan for Community Steering Committee to review and approve.

**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: DocuSigned by:  
Philip Fine \_\_\_\_\_  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

By:  \_\_\_\_\_  
Ariann Harrison  
Executive Director

Date: 12/4/2023

Date: 11/16/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
Alexander Crockett \_\_\_\_\_ 12/1/2023  
6DC7110552B5451...  
Alexander G. Crockett  
District Counsel

**AMENDMENT NO. 2 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, October 11, 2024.

**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 entered into Amendment No. 1 to the Contract, dated September 29, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. 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.
4. The PARTIES additionally seek to update the Performance Requirements to update and clarify CONTRACTOR’s responsibilities under the Contract.
5. 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 replace Section 4, “Performance Requirements” with the following:
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.

- C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT's Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR agrees to complete a workplace training on preventing a hostile work environment (including illegal discrimination, harassment, and bullying). The training must either be provided by or approved by DISTRICT. Within sixty (60) days of execution of this Contract, CONTRACTOR must provide the DISTRICT a certificate of completion or other proof of completion of the training for each employee who will regularly work with DISTRICT staff and/or Community Steering Committee members. If additional employees are hired or assigned to regularly work with DISTRICT staff and/or Community Steering Committee members after this Contract is executed, CONTRACTOR shall have sixty (60) days from the date of each employee's hiring or assignment to provide that employee's certificate of completion or other proof of completion. CONTRACTOR shall send the certificates of completion or other proof of completion to HR\_Staff@baaqmd.gov.
  - G. CONTRACTOR understands and recognizes that the AB 617 community emissions reduction program development process requires a partnership between the DISTRICT, its contractors, and Community Steering Committee members. CONTRACTOR agrees to collaboratively partner with the DISTRICT to effectuate the objectives and requirements of AB 617.
  - H. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-G above.
- 2. 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 November 30, 2025.
  - 3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$240,000" with "\$398,880."
  - 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

MARIE HARRISON COMMUNITY  
FOUNDATION, INC.

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

By: \_\_\_\_\_  
Arieann Harrison  
Executive Director

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

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

Approved as to form:

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

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Authorization to Increase the Total Dollar Amount of the Professional Services Agreement with GRID Alternatives Bay Area

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to amend Air District Contract No. 2022.002 with GRID Alternatives Bay Area to include an additional \$450,000 to continue to provide consumer education and applicant support for the Clean Cars for All program. This change will increase the maximum amount of the contract from \$1,299,755 to \$1,749,755.

**BACKGROUND**

Clean Cars for All (CCFA) is a voluntary program in which eligible income qualified residents across the Bay Area can receive an incentive (up to \$12,000) to scrap an old vehicle and buy a conventional hybrid vehicle, plug-in hybrid electric vehicle (PHEV), and battery electric vehicle (BEV) and fuel cell electric vehicle. Participants that do not want a replacement vehicle may opt for mobility options, which includes a card for public transit and electric bicycles. Participants that purchase a PHEV or BEV through the program may receive a rebate of up to \$2,000 for electric vehicle service equipment, a portable charger or \$1,000 for public charging. This program may be paired with other incentives, including PG&E's Pre-owned Electric Vehicle Rebate Program, Peninsula Clean Energy's Used Electric Vehicle Rebate Program, MCE's EV Instant Rebate, and the federal tax credit for purchasing qualifying clean air vehicle.

The Air District launched the CCFA program in March 2019 and the program is currently open and accepting applications. The CCFA program has received a total of \$76.6 million in funding from a variety of sources, such as proceeds from the state's Cap-and-Trade program or California Climate Investments, Volkswagen Mitigation Fund, and Air Quality Improvement Program Fund which is overseen by the California Air Resources Board (CARB), each of which may have different program requirements. Another source of funding is a \$4 Department of Motor Vehicles surcharge on vehicle registration through the Air District's Transportation Fund for Clean Air. On March 1, 2024, the program relaunched with program changes, including increasing funding from \$9,500 to \$12,000 and expanding the program to include all income qualified and eligible applicants across the Bay Area. CCFA currently has approximately \$18 million in project funding available.

## DISCUSSION

The Air District issued Request for Proposals (RFP) No. 2021-003 to identify and select a contractor to provide consumer education and support for the CCFA program for two years, with an option to extend for an additional three years. GRID Alternatives was selected to provide consumer education and support for the CCFA program and executed Contract No. 2022.002 on April 1, 2022 with a total cost not to exceed \$624,755. On April 5, 2024, Amendment No. 1 was executed with GRID Alternatives to extend the contract and increase funding with a total cost not to exceed \$1,299,755. Consumer education and support is a critical component of this program due to the high-volume inquiries and applications to the CCFA program, need for direct vehicle owner assistance, consumer education and support, and need to provide multi-lingual and multi-cultural support to best serve Bay Area residents.

In 2022 and 2023, the CCFA program received approximately 1,000 applications per year. With the expansion of the program to cover the entire Bay Area, demand has surged, necessitating additional support. Since the program's relaunch on March 1, 2024, nearly 2,400 new applications have been received, which is a 240% increase compared to previous years in less than eight months.

GRID Alternatives has been providing assistance for the CCFA program since 2019 and they have extensive knowledge and experience to continue supporting the program. Staff recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with GRID Alternatives to include up to an additional \$450,000 to increase case management support for the CCFA program.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds to administer the CCFA program are included in the total program allocations from the various grant funding sources.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Tin Le  
Reviewed by: Anthony Fournier

## ATTACHMENTS:

1. Original Executed Contract No. 2022.002 - GRID Alternatives Bay Area
2. Contract 2022.002: Amendment 1 - GRID Alternatives Bay Area
3. Draft Contract 2022.002: Amendment 2 - GRID Alternatives Bay Area



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2022.002**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **GRID Alternatives Bay Area** (“CONTRACTOR”) whose address is 1171 Ocean Ave, Suite 200, Oakland, CA 94608.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. Work performed by CONTRACTOR under this Contract will be federally-funded in part from the Congestion Mitigation and Air Quality (“CMAQ”) Improvement Program provided by the Federal Highway Administration and administered by the California Department of Transportation.
  - C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. TERM – The term of this Contract is January 1, 2022 to December 31, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall

not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts

Manager.

- ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.

D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$624,755.

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 \$624,755. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

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

CONTRACTOR: GRID Alternatives Bay Area  
 1171 Ocean Ave, Suite 200  
 Oakland, CA 94608  
 Attn: Arthur Bart-Williams

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

15. PUBLICATION

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

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

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

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

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

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or

obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

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

Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

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

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

28. FEDERAL FUNDING REQUIREMENTS

A. Non-Discrimination and Statement of Compliance

- i) CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- ii) During the performance of this Contract, CONTRACTOR and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- iii) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.8, and the regulations or standards adopted by DISTRICT to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8101-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- iv) CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the DISTRICT upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or DISTRICT shall require to ascertain compliance with this



clause.

- v) CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- vi) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- vii) CONTRACTOR, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- viii) CONTRACTOR shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.
- ix) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the DISTRICT components of the Disadvantaged Business Enterprises (DBE) Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**B. Cost Principles and Administrative Requirements**

- i) CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- ii) CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii) Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to DISTRICT.
- iv) When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**C. Contingent Fee - CONTRACTOR warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee,**

excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, DISTRICT has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Retention of Records/Audits - For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, subcontractors, and DISTRICT shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Contract including, but not limited to, the costs of administering the Contract. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract. DISTRICT, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the Contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

E. Subcontracting

- i) Nothing contained in this Contract or otherwise, shall create any contractual relation between DISTRICT and any subcontractors, and no subcontract shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to the DISTRICT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the DISTRICT's obligation to make payments to the CONTRACTOR.
- ii) CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by DISTRICT Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- iii) Any subcontract entered into as a result of this Contract, shall contain all the provisions stipulated in this entire Contract to be applicable to subcontractors unless otherwise noted.
- iv) CONTRACTOR shall pay its subcontractors within Fifteen (15) calendar days from receipt of each payment made to CONTRACTOR by DISTRICT.
- v) Any substitution of subcontractors must be approved in writing by DISTRICT Contract Administrator in advance of assigning work to a substitute subcontractor.
- vi) Prompt Progress Payment - CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or

subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two (2) percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

vii) Prompt Payment of Withheld Funds to Subcontractors - DISTRICT may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by DISTRICT, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. DISTRICT has designated the method below to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor.

- No retainage will be held by DISTRICT from progress payments due to CONTRACTOR. CONTRACTOR and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the DISTRICT's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### F. Equipment Purchase and Other Capital Expenditures

- i) Prior authorization in writing by DISTRICT's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- ii) For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by DISTRICT's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- iii) Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
  - CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, DISTRICT shall receive a proper refund or credit at the conclusion of the

Contract, or if the Contract is terminated, CONTRACTOR may either keep the equipment and credit DISTRICT in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established DISTRICT procedures; and credit DISTRICT in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by DISTRICT and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by DISTRICT.

- Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

G. Rebates, Kickbacks or Other Unlawful Consideration - CONTRACTOR warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any DISTRICT employee. For breach or violation of this warranty, DISTRICT shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

H. State Prevailing Wage Rates for Public Works Projects

- i) No contractor or subcontractor may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.
- ii) CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at DISTRICT construction sites, at DISTRICT facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve DISTRICT projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- iii) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- iv) Payroll Records for contracts containing public work elements:
  - CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security

number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- The information contained in the payroll record is true and correct.
  - The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- The payroll records enumerated under paragraph (i) above shall be certified as correct by CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by DISTRICT representatives at all reasonable hours at the principal office of CONTRACTOR. CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - A certified copy of all payroll records enumerated in paragraph (a) above, shall be made available for inspection or furnished upon request to a representative of DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONTRACTOR.
    - The public shall not be given access to certified payroll records by CONTRACTOR. CONTRACTOR is required to forward any requests for certified payrolls to DISTRICT's Contract Administrator by both email and regular mail on the business day following receipt of the request.
  - CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (a) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  - Any copy of records made available for inspection as copies and DISTRICT AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.
  - CONTRACTOR shall inform DISTRICT of the location of the records enumerated under paragraph (a) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

- CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to DISTRICT, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by DISTRICT from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- v) When prevailing wage rates apply, CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the DISTRICT Contract Administrator.
- vi) Penalty
- CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, CONTRACTOR and any subcontractor shall forfeit to DISTRICT a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  - The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR subcontractor in meeting their respective prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the Contract.
  - In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.
  - If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the

following requirements:

- The Contract executed between CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
- Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- Prior to making final payment to the subcontractor for work performed on the public works project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- Pursuant to Labor Code §1775, DISTRICT shall notify CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- If DISTRICT determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if DISTRICT did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by DISTRICT.
- Hours of Labor - Eight (8) hours labor constitutes a legal day's work. CONTRACTOR shall forfeit, as a penalty to the DISTRICT, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

- Employment of Apprentices for contracts containing public work elements:
  - Where either the prime Contract or the subcontract exceeds thirty thousand dollars (\$30,000), CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  - CONTRACTOR and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Contract work. CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

I. Prohibition of Expending DISTRICT, State, or Federal Funds for Lobbying

- i) CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
  - a. No State, Federal, or DISTRICT appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- iii) CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

J. Debarment and Suspension Certification



- i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- ii) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- iii) Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

K. Disadvantaged Business Enterprises Participation

- i) CONTRACTOR, DISTRICT, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#). All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:
  - 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
  - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
  - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."
- ii) This Contract is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who enter into a federally-funded agreement will assist DISTRICT in a good faith effort to achieve California's statewide overall DBE goal.
- iii) The goal for DBE participation for this Contract is 0%. Participation by DBE CONTRACTOR or subcontractor shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) hyperlinked hereto and incorporated as part of the

Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

- iv) CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the Contract goal, or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit [Exhibit 15-H: DBE Information – Good Faith Efforts](#) to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- v) Contract Assurance - Under 49 CFR 26.13(b), CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONTRACTOR from future proposing as non-responsible.
- vi) Termination and Substitution of DBE subcontractors - CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE subcontractor obtains the DISTRICT's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the DISTRICT. Unless the DISTRICT's consent is provided, CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the [Exhibit 10-O2 Consultant Contract DBE Commitment](#) form. DISTRICT authorizes a request to use other forces or sources of materials if CONTRACTOR shows any of the following justifications:
  - a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
  - b. DISTRICT stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the DISTRICT's bond requirements.
  - c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
  - d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
  - e. Listed DBE's work is unsatisfactory and not in compliance with the contract.
  - f. Listed DBE is ineligible to work on the project because of suspension or debarment.
  - g. Listed DBE becomes bankrupt or insolvent.

- h. Listed DBE voluntarily withdraws with written notice from the Contract.
- i. Listed DBE is ineligible to receive credit for the type of work required.
- j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- k. DISTRICT determines other documented good cause.

CONTRACTOR shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONTRACTOR and DISTRICT of the reasons why the use of other forces or sources of materials should not occur. CONTRACTOR's request to use other forces or material sources must include:

- a. One or more of the reasons listed in the preceding paragraph.
- b. Notices from CONTRACTOR to the DBE regarding the request.
- c. Notices from the DBEs to CONTRACTOR regarding the request.

If a listed DBE is terminated or substituted, CONTRACTOR must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

vii) Commitment and Utilization - DISTRICT's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. DISTRICT shall request CONTRACTOR to:

- a. Notify the DISTRICT's contract administrator or designated representative of any changes to its anticipated DBE participation
- b. Provide this notification before starting the affected work
- c. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see [Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment](#))

If CONTRACTOR is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work. If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to DISTRICT. On work completion, CONTRACTOR shall complete [Exhibit 17-O Disadvantaged Business Enterprises \(DBE\) Certification Status Change](#) form and submit the form to the DISTRICT within 30 days of contract acceptance. Upon work completion, CONTRACTOR shall complete [Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises \(DBE\), First-Tier Subcontractors](#) and submit it to the DISTRICT within 90 days of contract acceptance. DISTRICT will withhold \$10,000 until the form is submitted. DISTRICT will release the withhold upon submission of the completed form. In the DISTRICT's reports of DBE participation to Caltrans, DISTRICT must display both commitments and attainments.

viii) A DBE is only eligible to be counted toward the Contract goal if it performs a Commercially Useful Function (CUF) on the Contract. CUF must be evaluated on a

contract by contract basis. A DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.

- ix) ) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- x) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- xi) CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- xii) If a DBE subcontractor is decertified during the life of the Contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to DISTRICT within thirty (30) calendar days.
- xiii) After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, CONTRACTOR shall complete and email the [Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments](#) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to DISTRICT at [tle@baaqmd.gov](mailto:tle@baaqmd.gov).
- xiv) Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

GRID ALTERNATIVES BAY AREA

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

By: DocuSigned by:  
Arthur Bart-Williams  
Arthur Bart-Williams  
Executive Director

Date: 4/1/2022

Date: 3/10/2022

Approved as to form:  
District Counsel

Approved as to form (optional):

By: DocuSigned by:  
Adan Schwartz 4/1/2022  
Adan Schwartz  
Acting District Counsel

By: \_\_\_\_\_  
Legal Counsel

## **ATTACHMENT A**

### **SCOPE OF WORK**

CONTRACTOR shall provide case management services and support for potential participants and approved participants (referred to collectively as “consumers”) of the Clean Cars for All (CCFA) program, an incentive program that provides funding to low-income consumers in disadvantaged communities to retire older, higher-polluting vehicles, and replace them with newer, cleaner, and more fuel-efficient vehicles or with mobility options (public transit or electric bicycles). CONTRACTOR shall engage in outreach to consumers of the CCFA program, provide consumers with information about the CCFA program and its eligibility requirements, and assist consumers with submitting applications for review by DISTRICT staff, among other tasks as outlined in detail in this Scope of Work.

#### **A. Case Management Services**

##### **1. Case Manager Development and Organization**

CONTRACTOR shall participate in a kick-off planning meeting with DISTRICT staff and participate in weekly conference calls or meetings with DISTRICT staff, at DISTRICT’s discretion, for the duration of this Contract.

CONTRACTOR shall recruit and/or identify current staff and train a Clean Mobility Manager, Program Manager, Assistant Manager, Program Specialist and Program Coordinator (referred to collectively as “Case Managers”) and support staff with experience working with low-income consumers. Case Managers will provide one-on-one assistance to consumers to process and scrap their old vehicles, identify replacement vehicles or mobility options, estimate the cost of ownership of a replacement vehicle, understand other incentive opportunities available for each option, provide customer protection information, vehicle technology educational assistance, and other relevant assistance as needed.

CONTRACTOR shall collaborate with DISTRICT to develop or update existing Operation Manual to be used by all Case Managers to ensure a consistent process for assisting and advocating for consumers. CONTRACTOR must receive the DISTRICT’s approval prior to the release and implementation of the Operations Manual and any alterations to the Operations Manual must be approved by the DISTRICT.

CONTRACTOR shall establish procedures and processes to protect personally identifiable data, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

##### **2. Case Management Service and Support**

CONTRACTOR shall set up and manage a consumer hotline and textline to provide program information and support and promote program participation. CONTRACTOR shall ensure the hotline and textline are open during regular business hours, Monday through Friday (except holidays), and respond to any voicemails that request assistance. CONTRACTOR shall respond to all inquiries within

seven (7) business days where possible, with a goal of three (3) business days. CONTRACTOR shall also provide support in Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese as needed.

Case Managers will be the main point of contact for consumers during the application process, vehicle replacement process or mobility option process, electric vehicle service equipment (EVSE) installation process, and old vehicle scrapping process. CONTRACTOR shall ensure Case Managers are fully trained on CCFA requirements, eligibility, incentive levels and the Operations Manual. CONTRACTOR shall supervise Case Managers to assist consumers with the following responsibilities:

1. Conduct preliminary evaluation of eligibility of consumers (based on household income level and place of residence) and their current vehicles.
2. Provide one-on-one assistance to CCFA consumers by phone, e-mail, or in-person at workshops and events.
3. Help consumers complete the online application and upload all supporting documents.
4. Educate consumers on vehicle and transportation options to help them make informed decisions, including about estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the consumer (from the DISTRICT and other sources). DISTRICT staff will provide education materials to help Case Managers.
5. Perform virtual and/or in person pre-inspections for consumers by verifying the vehicle identification number, license plate number and odometer, viewing the functionality test of the vehicle to determine vehicle eligibility and submitting the completed pre-inspection to DISTRICT. The functionality test requires a vehicle to be driven forward and in reverse for a minimum of 25 feet under its own power.
6. Check for vehicle safety recalls.
7. Assist consumers in identifying source of financing, if needed.
8. Answer consumer questions about the program and application status in a timely manner.
9. Submit information to DISTRICT staff for final approval of incentive, which will initiate DISTRICT payment to either the car dealership, financial institution, or alternative transportation provider.
10. Maintain all information about successful, unsuccessful, and waitlisted applications in the grant management system, including the consumer's information and supporting documentation along with the resulting outcome (successful program participation, which includes existing vehicle scrapped, acquisition of replacement vehicle or alternative mobility choice, and financing information).
11. Provide instructions to consumers on steps for scrapping the existing vehicle, purchasing the new vehicle, setting up the transportation card, purchasing an e-bike, or purchasing or installing EVSE.
12. Direct consumers to California's Low-Cost Auto Insurance Program, if needed.
13. Protect consumers and their information, including from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X).
14. Notify the DISTRICT immediately if any actual and/or potentially fraudulent activity by a vehicle dealer, consumer, or third-party entity and work with DISTRICT to determine an appropriate course of action.

CONTRACTOR shall coordinate with Access Clean California (formerly called One-Stop-Shop Pilot Project) administrator to develop and implement Access Clean California. This includes, but is not

limited to, establishing an integrated process or manual process to accept CCFA referrals from Access Clean California.

### **B.Targeted Outreach and Marketing**

CONTRACTOR shall participate in public workshops and events, as needed, and provide outreach support, including assisting in the development of marketing materials and program promotions, for the duration of this Contract. All press releases, news media, websites, brochures, mailers, publications and marketing materials must be approved by DISTRICT prior to public release and materials must acknowledge the California Climate Investments program as a funding source. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program." CONTRACTOR may also display the CCI logo in connection with such materials; if it does so, usage of the logo must conform to the guidelines published at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

CONTRACTOR will be responsible for the following tasks:

1. Analyzing CCFA participation data to identify underserved or underrepresented consumers and communities.
2. Developing a strategy with DISTRICT staff to increase participation rates among underserved or underrepresented consumers and communities.
3. Assisting the DISTRICT with conducting outreach about the CCFA program and recruiting eligible consumers through events, mailers, and online outreach particularly in Assembly Bill 617 communities.
4. Organizing partnerships with community-based organizations, environmental justice organizations, and non-profits to promote the CCFA program.

### **C.EVSE Outreach and Support**

Consumers that purchase an eligible vehicle through the CCFA program may also receive a rebate for EVSE, a portable charger, or public charging. CONTRACTOR and its Case Managers will provide the following EVSE outreach and support to consumers:

1. Educating consumers on EVSE options and providing support for consumers who wish to install EVSE, purchase a portable charger or receive a \$500 public charging card.
2. Identifying consumers that live in multi-unit dwellings and work with them and property owners to install EVSE using the \$2,000 rebate and/or other grant programs, such as the DISTRICT's Charge! Program ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge)).
3. Assisting consumers with assembling and submitting EVSE estimates and reimbursement packets to DISTRICT.
4. Ensuring that EVSE installations are installed using Electric Vehicle Infrastructure Training Program certified electricians in accordance with Public Utilities Code 740.20.



## Schedule

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion.

Schedule	CONTRACTOR Tasks
January 2022	<ul style="list-style-type: none"> <li>- Relaunch planning meeting with DISTRICT staff, discussing lessons learned in course of initial contract</li> <li>- Review and edit Operations Manual as needed</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>- Begin hiring process for new Program Coordinator</li> <li>- Planning for EVSE offerings and opportunities with DISTRICT</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>- Discussion of outreach and marketing efforts to target communities</li> <li>- Deployment of additional EVSE offerings to consumers, with goals of faster processing time and more options for consumers</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
April 2022 - May 2022	<ul style="list-style-type: none"> <li>- Program Coordinator hired, onboarded, and trained</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
May 2022 – November 2022	<ul style="list-style-type: none"> <li>- Continued program administration, case management and refinement</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>- Evaluation and refinement of EVSE programs, including proactive EVSE offerings</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
January 2023 – October 2023	<ul style="list-style-type: none"> <li>- Staggered outreach efforts to maximize applicants and minimize bottlenecks</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
November 2023 – December 2023	<ul style="list-style-type: none"> <li>- Work with DISTRICT to wrap up contract deliverables, including supporting transition of services to DISTRICT and/or a new contractor as needed, while retaining project related papers and reports for a minimum of five years</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>

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

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, on both a fixed-price and hourly rate basis. DISTRICT will pay CONTRACTOR on an hourly basis for time spent assisting consumers in accessing, applying for, and participating in CCFA, and on a fixed-price basis for all other tasks outlined in the Scope of Work, as follows:

DISTRICT shall pay CONTRACTOR a fixed-price for all tasks outlined in the Scope of Work other than assisting individual consumers in accessing, applying for, and participating in the CCFA program, according to the following payment schedule:

<b>Operations and Oversight (Fixed Cost)</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Case Management (Case Manager Development and Organization)	June 2022	\$5,000.00
Case Management (Consumer Textline)	June 2022	\$3,284.42
EVSE Outreach and Support	June 2022	\$1,952.80
Targeted Outreach and Marketing	December 2022	\$11,000.00
	June 2023	\$11,000.00
<b>Total</b>		<b>\$32,237.22</b>

In addition to the fixed-price payments outlined in the preceding paragraph, DISTRICT shall pay CONTRACTOR for time spent by Case Managers assisting consumers in accessing, applying for, and participating in CCFA. DISTRICT shall pay CONTRACTOR at the following rates for time spent on such assistance, up to an amount not to exceed \$583,031.38. Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and assisting consumers; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph.

<b>Staff Title</b>	<b>Hourly Rate (January 2022 – December 2022)</b>	<b>Hourly Rate (January 2023 – December 2023)</b>
Clean Mobility Manager	\$58.55	\$61.48
Program Manager	\$55.64	\$58.42
Assistant Manager	\$44.00	\$46.20
Assistant Manager (EVSE Outreach & Support)	\$44.00	\$46.20
Program Specialist	\$40.84	\$42.88
Program Coordinator	\$37.34	\$42.88

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$9,486.40 for computer and office equipment, travel, printing, outreach and marketing materials, and miscellaneous outreach and event costs. All expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out of state travel is prohibited and only travel costs within California will be reimbursed. Any travel

expenses incurred must follow the travel policy attached hereto as Attachment C.

CONTRACTOR shall submit invoices once a month accompanied by a progress report describing all work completed during the preceding month in accordance with Section 8 of this Contract. If no work was performed on the project during a given month, no invoice or progress report will be sent for that month. DISTRICT, at its discretion, may waive any of the required progress reports. Progress reports will include any CONTRACTOR cost-share, including overhead, CONTRACTOR outreach and support staff (titles, number of hours, and rates), and Access Clean California outreach resources.

**Total cost of Contract not to exceed \$624,755.**

## Attachment C



*Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment*

# Contractor Travel Policy

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

## **GUIDELINES**

### **Making Travel Arrangements**

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

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

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

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.002**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 26, 2024, and consists of ten pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **GRID Alternatives Bay Area** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for case management services and support for potential and approved participants of the DISTRICT’s Clean Car for All program (the “Contract”), which Contract was executed on behalf of CONTRACTOR on March 10, 2022, and on behalf of DISTRICT on April 1, 2022.
2. The PARTIES seek to amend the term, the total cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks to continue receiving the services from CONTRACTOR that are prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. The PARTIES also seek to amend the Federal Funding Requirements of the Contract to add additional terms and conditions required for federally funded projects.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$624,755” with “\$1,299,755,” to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including December 31, 2025, is \$1,299,755.
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$624,755” with “\$1,299,755,” to

reflect that the maximum recovery under this section of the Contract shall be \$1,299,755.

4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 28, "Federal Funding Requirements," of the Contract to add the following new paragraph L to the end of the section:
  - L. Clean Air Act and the Federal Water Pollution Control Act
    - i.) CONTRACTOR and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR and subcontractor agree to report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) to the DISTRICT, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR and subcontractor agree and understand that DISTRICT may report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) by CONTRACTOR or subcontractor to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work," and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
6. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule," and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

GRID ALTERNATIVES BAY AREA

By: <sup>DocuSigned by:</sup>  
*Philip Fine*  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

By: <sup>DocuSigned by:</sup>  
*Arthur Bart-Williams*  
DAA81386C28448E...  
Arthur Bart-Williams  
Executive Director

Date: 4/5/2024

Date: 4/1/2024

Approved as to form:  
General Counsel

By: <sup>DocuSigned by:</sup>  
*Alexander Crockett* 4/4/2024  
6DC711052B5451...  
Alexander G. Crockett  
General Counsel



## **ATTACHMENT A-1**

### **SCOPE OF WORK**

CONTRACTOR shall provide case management services and support for potential participants and approved participants (referred to collectively as “consumers”) of the Clean Cars for All (CCFA) program, an incentive program that provides funding to low-income consumers in disadvantaged communities to retire older, higher-polluting vehicles, and replace them with newer, cleaner, and more fuel-efficient vehicles or with mobility options (public transit or electric bicycles). CONTRACTOR shall engage in outreach to consumers of the CCFA program, provide consumers with information about the CCFA program and its eligibility requirements, and assist consumers with submitting applications for review by DISTRICT staff, among other tasks as outlined in detail in this Scope of Work.

#### **A. Case Management Services**

##### **1. Case Manager Development and Organization**

CONTRACTOR shall participate in a kick-off planning meeting with DISTRICT staff and participate in weekly conference calls or meetings with DISTRICT staff, at DISTRICT’s discretion, for the duration of this Contract.

CONTRACTOR shall recruit and/or identify current staff and train a Clean Mobility Manager, Program Manager, Assistant Manager, Program Specialist and Program Coordinator (referred to collectively as “Case Managers”) and support staff with experience working with low-income consumers. Case Managers will provide one-on-one assistance to consumers to process and scrap their old vehicles, identify replacement vehicles or mobility options, estimate the cost of ownership of a replacement vehicle, understand other incentive opportunities available for each option, provide customer protection information, vehicle technology educational assistance, and other relevant assistance as needed.

CONTRACTOR shall collaborate with DISTRICT to develop or update existing Operation Manual to be used by all Case Managers to ensure a consistent process for assisting and advocating for consumers. CONTRACTOR must receive the DISTRICT’s approval prior to the release and implementation of the Operations Manual and any alterations to the Operations Manual must be approved by the DISTRICT.

CONTRACTOR shall establish procedures and processes to protect personally identifiable data, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

##### **2. Case Management Service and Support**

CONTRACTOR shall set up and manage a consumer hotline and textline to provide program information and support and promote program participation. CONTRACTOR shall ensure the hotline and textline are open during regular business hours, Monday through Friday (except holidays), and respond to any voicemails that request assistance. CONTRACTOR shall respond to all inquiries within seven (7) business

days where possible, with a goal of three (3) business days. CONTRACTOR shall also provide support in Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese as needed.

Case Managers will be the main point of contact for consumers during the application process, vehicle replacement process or mobility option process, electric vehicle service equipment (EVSE) installation process, and old vehicle scrapping process. CONTRACTOR shall ensure Case Managers are fully trained on CCFA requirements, eligibility, incentive levels and the Operations Manual. CONTRACTOR shall supervise Case Managers to assist consumers with the following responsibilities:

1. Conduct preliminary evaluation of eligibility of consumers (based on household income level and place of residence) and their current vehicles.
2. Provide one-on-one assistance to CCFA consumers by phone, e-mail, or in-person at workshops and events.
3. Help consumers complete the online application and upload all supporting documents.
4. Educate consumers on vehicle and transportation options to help them make informed decisions, including about estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the consumer (from the DISTRICT and other sources). DISTRICT staff will provide education materials to help Case Managers.
5. Perform virtual and/or in person pre-inspections for consumers by verifying the vehicle identification number, license plate number and odometer, viewing the functionality test of the vehicle to determine vehicle eligibility and submitting the completed pre-inspection to DISTRICT. The functionality test requires a vehicle to be driven forward and in reverse for a minimum of 25 feet under its own power.
6. Check for vehicle safety recalls.
7. Assist consumers in identifying source of financing, if needed.
8. Answer consumer questions about the program and application status in a timely manner.
9. Submit information to DISTRICT staff for final approval of incentive, which will initiate DISTRICT payment to either the car dealership, financial institution, or alternative transportation provider.
10. Maintain all information about successful, unsuccessful, and waitlisted applications in the grant management system, including the consumer's information and supporting documentation along with the resulting outcome (successful program participation, which includes existing vehicle scrapped, acquisition of replacement vehicle or alternative mobility choice, and financing information).
11. Provide instructions to consumers on steps for scrapping the existing vehicle, purchasing the new vehicle, setting up the transportation card, purchasing an e-bike, or purchasing or installing EVSE.
12. Direct consumers to California's Low-Cost Auto Insurance Program, if needed.
13. Protect consumers and their information, including from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X).
14. Notify the DISTRICT immediately if any actual and/or potentially fraudulent activity by a vehicle dealer, consumer, or third-party entity and work with DISTRICT to determine an appropriate course of action.

CONTRACTOR shall coordinate with Access Clean California (formerly called One-Stop-Shop Pilot Project) administrator to develop and implement Access Clean California. This includes, but is not limited to,

establishing an integrated process or manual process to accept CCFA referrals from Access Clean California.

### **B. Targeted Outreach and Marketing**

CONTRACTOR shall participate in public workshops and events, as needed, and provide outreach support, including assisting in the development of marketing materials and program promotions, for the duration of this Contract. All press releases, news media, websites, brochures, mailers, publications and marketing materials must be approved by DISTRICT prior to public release and materials must acknowledge the California Climate Investments program as a funding source. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program." CONTRACTOR may also display the CCI logo in connection with such materials; if it does so, usage of the logo must conform to the guidelines published at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

CONTRACTOR will be responsible for the following tasks:

1. Analyzing CCFA participation data to identify underserved or underrepresented consumers and communities.
2. Developing a strategy with DISTRICT staff to increase participation rates among underserved or underrepresented consumers and communities.
3. Assisting the DISTRICT with conducting outreach about the CCFA program and recruiting eligible consumers through events, mailers, and online outreach particularly in Assembly Bill 617 communities.
4. Organizing partnerships with community-based organizations, environmental justice organizations, and non-profits to promote the CCFA program.
5. Conduct outreach, on a quarterly basis, in communities identified by DISTRICT and report outreach efforts to DISTRICT on a quarterly basis.

### **C. EVSE Outreach and Support**

Consumers that purchase an eligible vehicle through the CCFA program may also receive a rebate for EVSE, a portable charger, or public charging. CONTRACTOR and its Case Managers will provide the following EVSE outreach and support to consumers:

1. Educating consumers on EVSE options and providing support for consumers who wish to install EVSE, purchase a portable charger or receive a \$500 public charging card.
2. Identifying consumers that live in multi-unit dwellings and work with them and property owners to install EVSE using the \$2,000 rebate and/or other grant programs, such as the DISTRICT's Charge! Program ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge)).
3. Assisting consumers with assembling and submitting EVSE estimates and reimbursement packets to DISTRICT.
4. Ensuring that EVSE installations are installed using Electric Vehicle Infrastructure Training Program certified electricians in accordance with Public Utilities Code 740.20.

**Tentative Schedule**

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion.

<b>Schedule</b>	<b>CONTRACTOR Tasks</b>
January 2022	<ul style="list-style-type: none"> <li>- Relaunch planning meeting with DISTRICT staff, discussing lessons learned in course of initial contract</li> <li>- Review and edit Operations Manual as needed</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>- Begin hiring process for new Program Coordinator</li> <li>- Planning for EVSE offerings and opportunities with DISTRICT</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>- Discussion of outreach and marketing efforts to target communities</li> <li>- Deployment of additional EVSE offerings to consumers, with goals of faster processing time and more options for consumers</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
April 2022 - May 2022	<ul style="list-style-type: none"> <li>- Program Coordinator hired, onboarded, and trained</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
May 2022 – November 2022	<ul style="list-style-type: none"> <li>- Continued program administration, case management and refinement</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>- Evaluation and refinement of EVSE programs, including proactive EVSE offerings</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
January 2023 – December 2023	<ul style="list-style-type: none"> <li>- Staggered outreach efforts to maximize applicants and minimize bottlenecks</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
January 2024 – April 2024	<ul style="list-style-type: none"> <li>- Assist with relaunch of CCFA program for program expansion</li> <li>- Continued program administration, case management and refinement</li> </ul>

Schedule	CONTRACTOR Tasks
	<ul style="list-style-type: none"> <li>-Perform outreach about CCFA for program expansion</li> <li>-Review and edit Operations Manual as needed</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Onboard and train new Program Coordinator (fellow)</li> <li>- Onboard and train new CBO Partnerships Manager</li> <li>- Submit Targeted Outreach and Marketing Plan</li> </ul>
May 2024- October 2025	<ul style="list-style-type: none"> <li>- Quarterly outreach efforts to maximize applicants</li> <li>- Ongoing case management activities, and program analysis and refinement</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> <li>- Onboard and train new Program Coordinator (replacement fellow)</li> </ul>
November 2025 – December 2025	<ul style="list-style-type: none"> <li>- Work with DISTRICT to wrap up contract deliverables, including supporting transition of services to DISTRICT and/or a new contractor as needed, while retaining project related papers and reports for a minimum of five years</li> <li>- Provide ongoing case management activities with hotline and textline</li> </ul>

**ATTACHMENT B-1****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, based on fixed-price, milestones, and hourly rate. DISTRICT will pay CONTRACTOR on an hourly basis for time spent assisting consumers in accessing, applying for, and participating in CCFA, and on a fixed-price basis for all other tasks outlined in the Scope of Work, as follows:

DISTRICT shall pay CONTRACTOR a fixed-price for operations and oversight tasks according to the following payment schedule:

<b>Operations and Oversight (Fixed Cost)</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Case Management (Case Manager Development and Organization)	June 2022	\$5,000.00
	March 2024	\$7,500.00
	September 2024	\$5,000.00
Case Management (Consumer Textline)	June 2022	\$3,284.42
	June 2024	\$3,284.42
<b>Total</b>		<b>\$24,068.84</b>

In addition to the fixed-price payments outlined in the preceding paragraph, DISTRICT shall pay CONTRACTOR for time spent by Case Managers assisting consumers in accessing, applying for, and participating in CCFA. DISTRICT shall pay CONTRACTOR at the following rates for time spent on such assistance (Staff time), up to an amount not to exceed \$1,231,686.16 Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and assisting consumers; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph.

<b>Staff Time Titles</b>	<b>Hourly Rate (January-December)</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Clean Mobility Manager	\$58.55	\$61.48	\$64.55	\$67.78
Program Manager	\$55.64	\$58.42	\$61.34	\$64.41
Assistant Manager	\$44.00	\$46.20	\$48.51	\$50.94
Assistant Manager (EVSE Outreach & Support)	\$44.00	\$46.20	\$48.51	\$50.94
Program Specialist	\$40.84	\$42.88	\$45.02	\$47.28
Program Coordinator	\$37.34	\$42.88	\$45.02	\$47.28

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$44,000 for Targeted Outreach and Marketing. CONTRACTOR shall submit a Targeted Outreach and Marketing plan and progress reports to the DISTRICT based on the schedule below. The Targeted Outreach and Marketing plan must include a summary of initiatives or tasks that will be performed to help increase CCFA participation of residents living in a disadvantaged community census tract, households making less than 225 percent of the federal poverty level, households that are primarily non-English speaking, and other underserved

populations identified in the CCFA program. CONTRACTOR may invoice DISTRICT after DISTRICT has reviewed and approved the Targeted Outreach and Marketing Plan and progress reports. DISTRICT may accept late submissions of plans and reports at its discretion. Any unused funds can be used towards staff time listed above.

<b>Targeted Outreach and Marketing Schedule and Budget</b>		
<b>Milestones</b>	<b>Deadline</b>	<b>Payment Amount</b>
Submit Targeted Outreach and Marketing plan	April 30, 2024	\$10,000
Submit Progress Report when 50% of marketing and outreach progress is complete	July 31, 2024	\$14,000
Submit Final Report when 100% of marketing and outreach progress is complete	By December 31, 2024	\$20,000
<b>Total</b>		<b>\$44,000</b>

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$25,000 for computer and office equipment, travel, printing, outreach and marketing materials, and miscellaneous outreach and event costs (collectively called "Miscellaneous Expenses"). Any unused funds can be used towards Staff Time listed above. The total expenditures for Staff Time and Miscellaneous Expenses shall not exceed \$1,231,686.16. All Miscellaneous Expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out of state travel is prohibited and only travel costs within California will be reimbursed. Any travel expenses incurred must follow the travel policy attached hereto as Attachment C.

CONTRACTOR shall submit invoices once a month accompanied by a progress report describing all work completed during the preceding month in accordance with Section 8 of this Contract. If no work was performed on the project during a given month, no invoice or progress report will be sent for that month. DISTRICT, at its discretion, may waive any of the required progress reports. Progress reports will include any CONTRACTOR cost-share, including overhead, CONTRACTOR outreach and support staff (titles, number of hours, and rates), and Access Clean California outreach resources.

**Total cost of Contract not to exceed \$1,299,755.**

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.002**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 10, 2024, and consists of eleven pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **GRID Alternatives Bay Area** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for case management services and support for potential and approved participants of the DISTRICT’s Clean Car for All program (the “Contract”), which Contract was executed on behalf of CONTRACTOR on March 10, 2022, and on behalf of DISTRICT on April 1, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 26, 2024, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES also entered into Amendment No. 1 to the Contract, dated March 26, 2024, for reference purposes only, to amend the Federal Funding Requirements of the Contract.
4. The PARTIES seek to amend the total cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks to continue receiving the services from CONTRACTOR that are prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$1,299,755” with “\$1,749,755,” to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including December 31, 2025, is \$1,749,755.



2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$1,299,755" with "\$1,749,755," to reflect that the maximum recovery under this section of the Contract shall be \$1,749,755.
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work," and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule," and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-2, Cost Schedule.
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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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

GRID ALTERNATIVES BAY AREA

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

By: \_\_\_\_\_  
Arthur Bart-Williams  
Executive Director

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

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

Approved as to form:

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

DRAFT

## ATTACHMENT A-2

### SCOPE OF WORK

CONTRACTOR shall provide case management services and support for potential participants and approved participants (referred to collectively as “consumers”) of the Clean Cars for All (CCFA) program, an incentive program that provides funding to low-income consumers in disadvantaged communities to retire older, higher-polluting vehicles, and replace them with newer, cleaner, and more fuel-efficient vehicles or with mobility options (public transit or electric bicycles). CONTRACTOR shall engage in outreach to consumers of the CCFA program, provide consumers with information about the CCFA program and its eligibility requirements, and assist consumers with submitting applications for review by DISTRICT staff, among other tasks as outlined in detail in this Scope of Work.

#### **A. Case Management Services**

##### **1. Case Manager Development and Organization**

CONTRACTOR shall participate in a kick-off planning meeting with DISTRICT staff and participate in weekly conference calls or meetings with DISTRICT staff, at DISTRICT’s discretion, for the duration of this Contract.

CONTRACTOR shall recruit and/or identify current staff and train a Clean Mobility Manager, Program Manager, Assistant Manager, Program Specialist and Program Coordinator (referred to collectively as “Case Managers”) and support staff with experience working with low-income consumers. Case Managers will provide one-on-one assistance to consumers to process and scrap their old vehicles, identify replacement vehicles or mobility options, estimate the cost of ownership of a replacement vehicle, understand other incentive opportunities available for each option, provide customer protection information, vehicle technology educational assistance, and other relevant assistance as needed.

CONTRACTOR shall collaborate with DISTRICT to develop or update existing Operation Manual to be used by all Case Managers to ensure a consistent process for assisting and advocating for consumers. CONTRACTOR must receive the DISTRICT’s approval prior to the release and implementation of the Operations Manual and any alterations to the Operations Manual must be approved by the DISTRICT.

CONTRACTOR shall establish procedures and processes to protect personally identifiable data, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

##### **2. Case Management Service and Support**

CONTRACTOR shall set up and manage a consumer hotline and textline to provide program information and support and promote program participation. CONTRACTOR shall ensure the hotline and textline are open during regular business hours, Monday through Friday (except holidays), and respond to any voicemails that request assistance. CONTRACTOR shall respond to all inquiries within seven (7) business

days where possible, with a goal of three (3) business days. CONTRACTOR shall also provide support in Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese as needed.

Case Managers will be the main point of contact for consumers during the application process, vehicle replacement process or mobility option process, electric vehicle service equipment (EVSE) installation process, and old vehicle scrapping process. CONTRACTOR shall ensure Case Managers are fully trained on CCFA requirements, eligibility, incentive levels and the Operations Manual. CONTRACTOR shall supervise Case Managers to assist consumers with the following responsibilities:

1. Conduct preliminary evaluation of eligibility of consumers (based on household income level and place of residence) and their current vehicles.
2. Provide one-on-one assistance to CCFA consumers by phone, e-mail, or in-person at workshops and events.
3. Help consumers complete the online application and upload all supporting documents.
4. Educate consumers on vehicle and transportation options to help them make informed decisions, including about estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the consumer (from the DISTRICT and other sources). DISTRICT staff will provide education materials to help Case Managers.
5. Perform virtual and/or in person pre-inspections for consumers by verifying the vehicle identification number, license plate number and odometer, viewing the functionality test of the vehicle to determine vehicle eligibility and submitting the completed pre-inspection to DISTRICT. The functionality test requires a vehicle to be driven forward and in reverse for a minimum of 25 feet under its own power.
6. Check for vehicle safety recalls.
7. Assist consumers in identifying source of financing, if needed.
8. Answer consumer questions about the program and application status in a timely manner.
9. Submit information to DISTRICT staff for final approval of incentive, which will initiate DISTRICT payment to either the car dealership, financial institution, or alternative transportation provider.
10. Maintain all information about successful, unsuccessful, and waitlisted applications in the grant management system, including the consumer's information and supporting documentation along with the resulting outcome (successful program participation, which includes existing vehicle scrapped, acquisition of replacement vehicle or alternative mobility choice, and financing information).
11. Provide instructions to consumers on steps for scrapping the existing vehicle, purchasing the new vehicle, setting up the transportation card, purchasing an e-bike, or purchasing or installing EVSE.
12. Direct consumers to California's Low-Cost Auto Insurance Program, if needed.
13. Protect consumers and their information, including from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X).
14. Notify the DISTRICT immediately if any actual and/or potentially fraudulent activity by a vehicle dealer, consumer, or third-party entity and work with DISTRICT to determine an appropriate course of action.

CONTRACTOR shall coordinate with Access Clean California (formerly called One-Stop-Shop Pilot Project) administrator to develop and implement Access Clean California. This includes, but is not limited to,

establishing an integrated process or manual process to accept CCFA referrals from Access Clean California.

### **B. Targeted Outreach and Marketing**

CONTRACTOR shall participate in public workshops and events, as needed, and provide outreach support, including assisting in the development of marketing materials and program promotions, for the duration of this Contract. All press releases, news media, websites, brochures, mailers, publications and marketing materials must be approved by DISTRICT prior to public release and materials must acknowledge the California Climate Investments program as a funding source. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program." CONTRACTOR may also display the CCI logo in connection with such materials; if it does so, usage of the logo must conform to the guidelines published at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

CONTRACTOR will be responsible for the following tasks:

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2. Developing a strategy with DISTRICT staff to increase participation rates among underserved or underrepresented consumers and communities.
3. Assisting the DISTRICT with conducting outreach about the CCFA program and recruiting eligible consumers through events, mailers, and online outreach particularly in Assembly Bill 617 communities.
4. Organizing partnerships with community-based organizations, environmental justice organizations, and non-profits to promote the CCFA program.
5. Conduct outreach, on a quarterly basis, in communities identified by DISTRICT and report outreach efforts to DISTRICT on a quarterly basis.

### **C. EVSE Outreach and Support**

Consumers that purchase an eligible vehicle through the CCFA program may also receive a rebate for EVSE, a portable charger, or public charging. CONTRACTOR and its Case Managers will provide the following EVSE outreach and support to consumers:

1. Educating consumers on EVSE options and providing support for consumers who wish to install EVSE, purchase a portable charger or receive a \$500 public charging card.
2. Identifying consumers that live in multi-unit dwellings and work with them and property owners to install EVSE using the \$2,000 rebate and/or other grant programs, such as the DISTRICT's Charge! Program ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge)).
3. Assisting consumers with assembling and submitting EVSE estimates and reimbursement packets to DISTRICT.
4. Ensuring that EVSE installations are installed using Electric Vehicle Infrastructure Training Program certified electricians in accordance with Public Utilities Code 740.20.

**Tentative Schedule**

CONTRACTOR will complete the tasks outlined above according to the schedule shown in the table below. DISTRICT may revise the schedule at its sole discretion.

Schedule	CONTRACTOR Tasks
January 2022	<ul style="list-style-type: none"> <li>- Relaunch planning meeting with DISTRICT staff, discussing lessons learned in course of initial contract</li> <li>- Review and edit Operations Manual as needed</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>- Begin hiring process for new Program Coordinator</li> <li>- Planning for EVSE offerings and opportunities with DISTRICT</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>- Discussion of outreach and marketing efforts to target communities</li> <li>- Deployment of additional EVSE offerings to consumers, with goals of faster processing time and more options for consumers</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Provide outreach activities and support as needed</li> </ul>
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Schedule	CONTRACTOR Tasks
	<ul style="list-style-type: none"> <li>-Perform outreach about CCFA for program expansion</li> <li>-Review and edit Operations Manual as needed</li> <li>- Planning and execution of potential outreach efforts in target geographies as needed, including potential mailers, workshops and virtual events</li> <li>- Provide ongoing case management activities with hotline and textline support</li> <li>- Onboard and train new Program Coordinator (fellow)</li> <li>- Onboard and train new CBO Partnerships Manager</li> <li>- Submit Targeted Outreach and Marketing Plan</li> </ul>
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## ATTACHMENT B-2

### COST SCHEDULE

DISTRICT will pay CONTRACTOR for the services outlined in Attachment A, Scope of Work, based on fixed-price, milestones, and hourly rate. DISTRICT will pay CONTRACTOR on an hourly basis for time spent assisting consumers in accessing, applying for, and participating in CCFA, and on a fixed-price basis for all other tasks outlined in the Scope of Work, as follows:

DISTRICT shall pay CONTRACTOR a fixed-price for operations and oversight tasks according to the following payment schedule:

Operations and Oversight (Fixed Cost)	Payment Date	Payment Amount
Case Management (Case Manager Development and Organization)	June 2022	\$5,000.00
	March 2024	\$7,500.00
	September 2024	\$5,000.00
	March 2025	\$5,000.00
	June 2025	\$5,000.00
Case Management (Consumer Textline)	June 2022	\$3,284.42
	June 2024	\$3,284.42
<b>Total</b>		<b>\$34,068.84</b>

In addition to the fixed-price payments outlined in the preceding paragraph, DISTRICT shall pay CONTRACTOR for time spent by Case Managers assisting consumers in accessing, applying for, and participating in CCFA. DISTRICT shall pay CONTRACTOR at the following rates for time spent on such assistance (Staff time), up to an amount not to exceed \$1,671,686.16. Payment on an hourly basis under this paragraph shall only be for time spent in connection with program management, support, outreach and assisting consumers; work by CONTRACTOR on all other activities under this Contract shall be covered by the fixed-price payments specified in the preceding paragraph.

Staff Time Titles	Hourly Rate (January-December)			
	2022	2023	2024	2025
Clean Mobility Manager	\$58.55	\$61.48	\$64.55	\$67.78
Program Manager	\$55.64	\$58.42	\$61.34	\$64.41
Assistant Manager	\$44.00	\$46.20	\$48.51	\$50.94
Assistant Manager (EVSE Outreach & Support)	\$44.00	\$46.20	\$48.51	\$50.94
Program Specialist	\$40.84	\$42.88	\$45.02	\$47.28
Program Coordinator	\$37.34	\$42.88	\$45.02	\$47.28

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$44,000 for Targeted Outreach and Marketing. CONTRACTOR shall submit a Targeted Outreach and Marketing plan and progress reports to the DISTRICT based on the schedule below. The Targeted Outreach and Marketing plan must include a summary of initiatives or tasks that will be performed to help increase CCFA participation of residents living in a disadvantaged community census tract, households making less than 225 percent of the



federal poverty level, households that are primarily non-English speaking, and other underserved populations identified in the CCFA program. CONTRACTOR may invoice DISTRICT after DISTRICT has reviewed and approved the Targeted Outreach and Marketing Plan and progress reports. DISTRICT may accept late submissions of plans and reports at its discretion. DISTRICT reserves the right to suspend Targeted Outreach and Marketing Schedule by providing 30 days notice to CONTRACTOR. If Targeted Outreach and Marketing is suspended, CONTRACTOR will only be paid a prorated amount based on progress of completed tasks. DISTRICT reserves the right to remove or reallocate any unused Targeted Outreach and Marketing funds to Staff Time.

<b>Targeted Outreach and Marketing Schedule and Budget</b>		
<b>Milestones</b>	<b>Deadline</b>	<b>Payment Amount</b>
Submit Targeted Outreach and Marketing plan with District approval	August 30, 2024	\$10,000
Submit Progress Report when 50% of marketing and outreach progress is complete	June 3, 2025	\$14,000
Submit Final Report when 100% of marketing and outreach progress is complete	By December 31, 2025	\$20,000
<b>Total</b>		<b>\$44,000</b>

DISTRICT shall pay CONTRACTOR up to an amount not to exceed \$25,000 for computer and office equipment, travel, printing, outreach and marketing materials, and miscellaneous outreach and event costs (collectively called “Miscellaneous Expenses”). Any unused funds can be used towards Staff Time listed above. The total expenditures for Staff Time and Miscellaneous Expenses shall not exceed \$1,671,686.16. All Miscellaneous Expenses must be pre-approved by the DISTRICT and CONTRACTOR must submit receipts and expense reports along with an invoice in order to receive payment for these items. Out of state travel is prohibited and only travel costs within California will be reimbursed. Any travel expenses incurred must follow the travel policy attached hereto as Attachment C.

CONTRACTOR shall submit invoices once a month accompanied by a progress report describing all work completed during the preceding month in accordance with Section 8 of this Contract. If no work was performed on the project during a given month, no invoice or progress report will be sent for that month. DISTRICT, at its discretion, may waive any of the required progress reports. Progress reports will include any CONTRACTOR cost-share, including overhead, CONTRACTOR outreach and support staff (titles, number of hours, and rates), and Access Clean California outreach resources.

Funding for CCFA primarily comes from the California Air Resources Board and is contingent on funding from the State of California. In the event of a budget reduction or reallocation affecting funding for CCFA, DISTRICT may, at its discretion, direct CONTRACTOR to reduce work performed and limit expenditures or suspend performance under this contract by providing written notice to CONTRACTOR at least 60 days in advance, specifying the nature and extent of the required adjustment. Upon receipt of such notice, CONTRACTOR shall take necessary steps to comply with the DISTRICT’s request. If the Contract is suspended, CONTRACTOR shall only be compensated for work completed up to the effective date of the suspension.

**Total cost of Contract not to exceed \$1,749,755**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Authorization to Execute a Contract Amendment with Metropolitan Group, LLC for the Design and Finalization of the Community Advisory Council’s Document: *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute an amendment to Contract No. 2021.073 with Metropolitan Group, LLC to:

1. Increase the total, not-to-exceed, dollar amount of the contract by \$24,930 (from \$549,539 to \$574,469);
2. Edit the Scope of Work to accommodate the addition of a community-centered illustration, document design and layout in InDesign software, and the completion of The Americans with Disabilities Act of 1990 (ADA) Compliance of the *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*; and
3. Extend the contract end date from November 30, 2024, to February 28, 2025. The purpose of this amendment is to fund ongoing meeting facilitation as well as the design and finalization of the Community Advisory Council’s document: *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*.

BACKGROUND

The Air District is developing Environmental Justice (EJ)-forward policy and forging partnerships with impacted communities in the Bay Area to assist the Air District in supporting the air quality needs of those communities. The Air District is also implementing Assembly Bill (AB) 617 and supports the work of the Community Advisory Council (CAC), among other EJ and community initiatives. A key priority of the Air District and the CAC is the development of an Air District-wide EJ Action Plan that centers Environmental Justice throughout the Air District’s work.

To that end, in October 2021, the Air District entered into a single source contract (No. 2021.073) with Metropolitan Group, a consulting firm with extensive experience advising government environmental agencies and pivoting them towards justice and equity. For two years, Metropolitan Group's Executive Vice President, Vernice Miller-Travis, has worked with Air District staff and CAC members to develop and strengthen relationships as well as build mutual trust, which is essential for EJ work. The Air District worked with Vernice Miller-Travis and the Metropolitan Group to align the ongoing EJ action planning with the Air District's *2024-2029 Strategic Plan* development process. Vernice Miller-Travis worked with the Board of Directors, Executive Management, the Community Advisory Council, and Directors/Managers in conducting collaborative meetings on environmental justice related activities for implementation of the *2024-2029 Strategic Plan* and developing and presenting the CAC's Environmental Justice Policy Ad Hoc Committee's A Call to Action document.

On June 21, 2023, the Board approved and authorized Amendment 3 of the contract and an increase in the total contract amount not to exceed \$299,109. The Board approved Amendment 4 of the contract on April 3, 2024, increasing the contract by \$250,430, from \$299,109 to \$549,559.

## DISCUSSION

Amendment 5 seeks to provide a longer contract term to allow for a Board of Directors presentation by Vernice Miller-Travis. The additional funding provided by this amendment will support the continued development of the *A Call to Action* document, including the addition of a professional illustration as a community-centered visual for key EJ actions, enhanced designing and formatting in InDesign, and ensuring ADA compliance prior to finalization.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this amended contract in the amount of \$24,930 is included in Fiscal Year Ending 2025 budget, Program 302.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Amy Smith  
Reviewed by: Diana Ruiz

ATTACHMENTS:

1. Original Executed Contract No. 2021.073 - Metropolitan Group, LLC
2. Contract No. 2021.073 : Amendment 1 - Metropolitan Group, LLC
3. Contract No. 2021.073: Amendment 2 - Metropolitan Group, LLC
4. Contract No. 2021.073: Amendment 3 - Metropolitan Group, LLC
5. Contract No. 2021.073: Amendment 4 - Metropolitan Group, LLC
6. Draft Contract No. 2021.073 Amendment 5 - Metropolitan Group, LLC

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.073**

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 **Metropolitan Group, LLC** (“CONTRACTOR”) whose address is 733 SW Oak Street, Suite 100, Portland, OR 97205.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
  
4. TERM – The term of this Contract is from the date of execution of the Contract to September 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
  - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$90,000.
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 \$90,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Metropolitan Group, LLC  
733 SW Oak St., Suite 100  
Portland, OR 97205  
Attn: Sarah Dotlich

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



12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

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

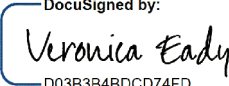
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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

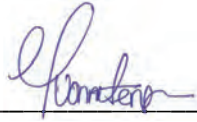
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

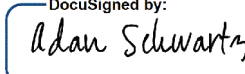
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Jack P. Broadbent  
Executive Officer/APCO

By:  \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 10/27/2021

Date: 10/08/2021

Approved as to form:  
District Counsel

By:  \_\_\_\_\_  
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~~Brian C. Bunger~~ Adan Schwartz  
~~District Counsel~~ Acting District Counsel

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. The work will be led by CONTRACTOR's EJ team.

#### **Task 1: Initial Kickoff and Project Work Planning**

1. CONTRACTOR shall conduct a Board of Director's presentation to provide an explanation and an overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 1-hour presentation.
2. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, Environmental Justice Officer, Diversity, Equity, and Inclusion Office (henceforth known as DE&I) to provide an explanation and overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 1-hour meeting and presentation.
3. CONTRACTOR shall conduct an initial conference with the Community Advisory Council to provide an explanation and overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 90-minute conference presentation.

#### *Deliverables:*

- Presentation for Board of Directors and District management, Environmental Justice Officer, DE&I Office.
- Conference presentation to the Community Advisory Council.

#### **Task 2: Develop Framework for EJ Strategy**

1. CONTRACTOR shall conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department as an entry point to conducting a broader EJ and equity assessment of the DISTRICT. CONTRACTOR will:
  - a. Review existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ and public engagement. CONTRACTOR assumes materials will be provided by DISTRICT and has budgeted for a total of eight hours for review time.
  - b. Conduct a half day work session with DISTRICT's Board of Director's Equity Committee to help inform the strategic direction.
  - c. Attend two (2) board meetings to listen and hear about the perceptions of the issues at play within the DISTRICT, and opportunities and challenges regarding implementation of an effective EJ strategy.
  - d. Conduct deep listening through interviews with other critical stakeholders—internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task includes up to 20 interviews with identified staff and external stakeholders. CONTRACTOR assumes DISTRICT will identify staff and stakeholders.
2. CONTRACTOR shall develop a framework for the EJ strategy and will share and discuss with DISTRICT leadership and board members to further refine and finalize the EJ strategy. The

framework will be up to 15 pages and include two rounds of edits and review from DISTRICT.

*Deliverables:*

- Framework for EJ strategy.
- Development of presentations and communication with the public and Assembly Bill 617 stakeholders.

**Task 3: Design and Conduct EJ Training for DISTRICT Staff**

1. CONTRACTOR shall create and facilitate EJ curriculum and training for internal DISTRICT staff, with initial focus on the Community Engagement department and DISTRICT's Board of Directors. CONTRACTOR will:
  - a. Develop an internal EJ curriculum for a half day training to build deep organizational understanding of EJ and the nuanced differences between equity and EJ.
  - b. Conduct training with DISTRICT's Community Engagement team.
  - c. Conduct training with DISTRICT's Board of Directors.
  - d. Identify needs for community training.

*Deliverables:*

- EJ 101 training module and facilitated training for 2 internal groups (Community Engagement and the Equity Resource Team).

**Task 4: Relationship Building, Strategic Counsel and Coaching**

1. CONTRACTOR shall provide strategic counsel and coaching to DISTRICT leadership on how to navigate the internal and external landscape as DISTRICT builds a dedicated and co-created EJ strategy. CONTRACTOR will:
  - a. Provide up to 30 hours over six months to work with DISTRICT leadership where needed to provide coaching on how to enhance and build better relationships with EJ communities, providing strategic counsel and conflict resolution expertise.
  - b. Attend two (2) external community meetings to conduct deep listening and hear perceptions of the issues at play according to community members. For one of these meetings, CONTRACTOR will focus on the needs of immigrants and linguistically isolated communities specifically.
  - c. Develop a vision statement (1 to 2 pages) for an EJ strategy and community engagement process based on the thinking of DISTRICT's Senior Deputy Executive Officer, Veronica Eady. This document will be used for both internal and external engagement and will serve as a framework and strategy to support enhanced public trust building to distinguish and advance her new thinking and approaches.

*Deliverables:*

- Vision statement from Senior Deputy Executive Officer that outlines a new era of relationship building and public engagement for DISTRICT and the communities it serves.

**Task 5: Project Management and DISTRICT Collaboration**

1. CONTRACTOR shall convene bi-weekly meetings with DISTRICT staff to assess overall progress on the contract, troubleshoot issues and make course corrections as needed.
2. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

3. CONTRACTOR shall produce two summary reports: one report for DISTRICT leadership about internal and external collaboration; and one report for DISTRICT and community groups, summarizing the assessment of problems in the historical relationships and recommendations/solutions for collaboration on advancing the EJ framework and vision statement.

*Deliverables:*

- Meeting agendas and notes/summaries
- Two summary reports as outlined above.

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

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A, Scope of Work, according to the payment table below, up to a maximum amount of \$90,000. Payment for tasks 1-4 will be made upon completion of each task as shown in the table below and in accordance with Section 8 ("Payment") of this Contract. Payment for task 5 will be made in seven (7) installments of \$2,643.57 each. Each installment will be made along with the payment made upon completion of each of the tasks and subtasks itemized in the table below. Payments will be made in accordance with Section 8 ("Payment") of the Contract.

<b>Activity</b>	<b>Payment</b>
<b>Task 1: Initial Kickoff and Project Work Planning</b>	\$7,485
<b>Task 2: Develop Framework for EJ Strategy</b>	
1. Conduct an EJ assessment of DISTRICT	\$21,955
2. Draft framework for EJ Strategy	\$6,705
<b>Task 3: Design and Conduct EJ Training for DISTRICT Staff</b>	
1. Design and conduct EJ 101 training for DISTRICT's Community Engagement team and Board of Directors	\$14,600
<b>Task 4: Relationship Building, Strategic Counsel and Coaching</b>	
1. Provide strategic counsel on relationship building efforts	\$11,550
2. Attend two (2) external community meetings to conduct deep listening and hear perceptions of the issues at play according to community members.	\$5,700
3. Develop Senior Deputy Executive Officer's EJ vision statement	\$3,500
<b>Task 5: Project Management and DISTRICT Collaboration</b>	\$18,505
<b>Total</b>	<b>\$90,000</b>

**Total cost of Contract not to exceed \$90,000.**



**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 25, 2022.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES seek to amend the term, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to update and modify the services received from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those updated services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

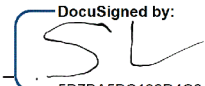
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached “Attachment A-1, Scope of Work” and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached “Attachment B-1, Cost Schedule” and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

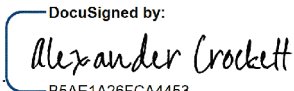
By:  \_\_\_\_\_  
5D7BA5BC138D4C0...  
Srinani Lathiers  
Interim Executive Officer/APCO

By:  \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 10/24/2022

Date: 10/8/2022

Approved as to form:  
District Counsel

By:  10/24/2022  
B5AE1A26FCA4453...  
Alexander G. Crockett  
District Counsel

## ATTACHMENT A-1

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's () Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer Veronica Eady about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021)
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; incl. internal prep and setup activities to support initial project launch (activities pre-6/30/22)
- One (1) Presentation for District management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity.
- One (1) Presentation to the Community Advisory Council.
- One (1) project update conversation with the Board of Directors.

#### **Task 2: Design and Conduct an EJ Assessment to Support the CAC's refinement of the draft EJ Policy**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT. This process is expected to take approximately 12 months.

To this end, the CONTRACTOR shall:

1. Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4).
2. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to:
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant), and
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee's comment, and to receive the sub-committee's recommendations on the EJ Policy and to discuss the sub-committee's role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
3. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. CONTRACTOR assumes materials will be provided by DISTRICT and has budgeted for a total of eight (8) hours for review time.
 

\*\*Subject to potential modification through a future contract amendment, based on discussion with CAC sub-committee.
4. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC's sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee's input and guidance on how to tailor and align the assessment appropriately.
 

\*\*Subject to potential modification through a future contract amendment based on discussion with CAC sub-committee.
5. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - o Conduct additional materials review, as relevant.
  - o Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives.
  - o Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment.
  - o Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within

the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy.

*Deliverables:*

- Attend regular (one 1 to 3) meetings with the CAC sub-committee.
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee.
- Conduct stakeholder interviews (1 to 10)
- Conduct one (1) to two (2) focus groups
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings

**Task 3: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. Tasks could include:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates
  - Broader presentation on how Title VI relates to the DISTRICT's mission
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert.

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

As remaining budget following the identification of the contractor allows, CONTRACTOR's tasks following the hire of the Subject Matter Expert by the DISTRICT could include:

- Attending a kickoff meeting with the Subject Matter Expert and the DISTRICT.
- Providing limited document review and/or advising to complement the work of the Subject Matter Expert.

*Deliverables:*

- Presentation and facilitated discussion on Title VI obligations and compliance responsibilities.
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations.
- As requested, deliverables associated with the sub-contractors' work on Task 3.2 (e.g., a review plan for investigation and a findings report).

**Task 4: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas and notes/summaries (primarily delivered via email)

**Task 5: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be broken out monthly per contract terms

**ATTACHMENT B-1****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A, Scope of Work, according to the payment table below, up to a maximum amount of \$90,000. Payment for tasks 1-3 will be made upon completion of each task as shown in the table below and in accordance with Section 8 (“Payment”) of this Contract. Payment for task 4 and 5 will be made in six (6) installments of \$\$3,054 per month. Each installment will be made along with the payment made upon completion of each of the tasks and subtasks itemized in the table below. Payments will be made in accordance with Section 8 (“Payment”) of the Contract.

<b>Activity</b>	<b>Payment</b>
<b>Task 1: Initial Kickoff, Project Work Planning and Oversight</b>	
<ul style="list-style-type: none"> <li>● Presentation for Board of Directors</li> </ul>	\$963
<ul style="list-style-type: none"> <li>● Project scoping, work planning, internal, and client communication, and Project Management (11/30/21 - 6/30/22)</li> </ul>	\$10,501
<ul style="list-style-type: none"> <li>● Presentation on scope for District management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity</li> </ul>	\$1,770
<ul style="list-style-type: none"> <li>● Presentation to the Community Advisory Council</li> </ul>	\$1,770
<ul style="list-style-type: none"> <li>● December 2022 Presentation to Board of Directors to update on progress since December 2021 Presentation</li> </ul>	\$1,588
<b>Task 2: Initial Discovery to Support an EJ Assessment and the CAC’s refinement of the draft EJ Policy</b>	
<ul style="list-style-type: none"> <li>● Regular (1 to 3) meetings with the CAC sub-committee</li> </ul>	\$3,063.33 up to \$9,190
<ul style="list-style-type: none"> <li>● Conduct initial review of background materials; deliver draft framework to CAC sub-committee; subsequent materials review</li> </ul>	\$8,416
<ul style="list-style-type: none"> <li>● Conduct stakeholder interviews (1 to 10)</li> </ul>	\$1,081.30 per interview up to \$10,813
<ul style="list-style-type: none"> <li>● Conduct one (1) to two (2) focus groups</li> </ul>	\$6,032.50 up to \$12,065

<ul style="list-style-type: none"> <li>Attend one (1) to two (2) board meetings or CAC meetings</li> </ul>	\$2,005 per meeting up to \$4,010
<b>Task 3: Support for an Internal Title VI Investigatory Process</b>	
<ul style="list-style-type: none"> <li>Presentation and facilitated discussion on Title VI obligations and compliance responsibilities.</li> </ul>	\$6,280
<ul style="list-style-type: none"> <li>Provide Subject Matter Expert recommendation. As requested, deliverables associated with the sub-contractors' work on Task 3.2 (e.g., a review plan for investigation and a findings report)</li> </ul>	\$4,310
<ul style="list-style-type: none"> <li>*Subcontractor payment estimated at \$15,000</li> </ul>	(Not included)
<b>Task 4: Project Oversight and Collaboration with the DISTRICT Core Team</b>	\$6,895
<b>Task 5: Project Management</b>	\$11,429
<b>ESTIMATED TOTAL COST</b>	<b>\$90,000</b>

**Total cost of Contract not to exceed \$90,000.**



**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 11, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES mutually seek to extend the term to the Contract to allow additional time for the completion of the tasks prescribed in the Contract.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

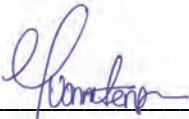
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2023.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

By: DocuSigned by:  
*Sharon Landers* \_\_\_\_\_  
7180203A08BE42D...  
Sharon L. Landers  
Interim Executive Officer/APCO

By:  \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 2/3/2023

Date: 01/20/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 1/26/2023  
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Alexander G. Crockett  
District Counsel

**AMENDMENT NO. 3 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, May 24, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 11, 2023, for reference purposes only, to extend the term of the Contract.
4. The PARTIES mutually seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
5. The PARTIES mutually seek to incorporate DISTRICT’s Contractor Travel policy into the Contract.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2024.

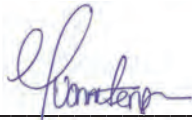
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$90,000" with "\$299,109."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$90,000" with "\$299,109."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-2, Cost Schedule.
6. By this Contract Amendment, DISTRICT and CONTRACTOR attach hereto Attachment C, Contractor Travel Policy, and agree that all references in the Contract to Attachment C shall be deemed to refer to Attachment C, Contractor Travel Policy.
7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

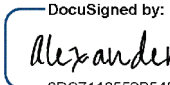
By:  Philip Fine  
Philip W. Fine  
Executive Officer/APCO

By:   
Yvonne Tengwall  
Chief Operating Officer

Date: 8/8/2023

Date: 06/30/2023

Approved as to form:  
District Counsel

By:  Alexander Crockett 8/7/2023  
ALEXANDER G. CROCKETT  
District Counsel

## ATTACHMENT A-2

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's (Met Group's) Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer, Veronica Eady, about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021) [COMPLETED and billed to Cost Schedule B-1]
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; including internal prep and setup activities to support initial project launch (activities pre-6/30/22) [COMPLETED and billed to Cost Schedule B-1]
- One (1) Presentation for DISTRICT management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity. [COMPLETED and billed to Cost Schedule B-1 IN APRIL 2023 - DISCUSSION WITH PHILIP FINE]
- One (1) Presentation to the CAC. [COMPLETED and billed to Cost Schedule B-1]
- One (1) project update conversation with the Board of Directors to be scheduled in July over Zoom. [TO BE COMPLETED PRIOR TO THE JULY 2023 BOARD MEETING, INVOICE FROM THIS TASK TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1]

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

**Task 2: Shared Learning (e.g., Phase 1), Landscape Analysis, and Support For Familiarization Of The EJ Action Plan With The EJ Ad Hoc Committee, Division Leadership, and Executive Leadership.**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT.

To this end, the CONTRACTOR shall:

Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4). [COMPLETED and billed to Cost Schedule B-1]

**Task 2a**

CONTRACTOR shall conduct a series of facilitated conversations with 1) key DISTRICT leadership (Executive Officer (EO/APCO), Deputy Executive Officers (DEOs) and Division Directors) and 2) DISTRICT staff (technical and DEI advisor) to assess priorities, capacity building needs around EJ and proposed draft EJ Action plan.

**Task 2b**

CONTRACTOR shall advise EJ Ad Hoc members on how to approach conversations with DISTRICT Division Directors about their concerns and priorities. CONTRACTOR shall provide talking points, agendas and/or other conversation aids.

**Task 2c**

CONTRACTOR shall facilitate conversation with EJ Ad Hoc and DISTRICT Division Directors (Compliance & Enforcement, Engineering, Rules, and Legal) to discuss community concerns and priorities.

**Task 2d**

CONTRACTOR shall undertake a series of activities designed to refine the updated EJ Action Plan and familiarize the CAC, Community Equity, Health, and Justice Committee (CEHJ), and DISTRICT Board of Directors with the draft plan. CONTRACTOR will support and advise DISTRICT staff how best to align and revise EJ Action Plan to incorporate EJ in the strategic planning process. CONTRACTOR shall make recommendations about how to proceed strategically inside the DISTRICT to build the capacity around EJ and create policy goals (tied to the proposed draft EJ Action Plan) to inform the DISTRICT's strategic planning process.

**Task 2e**

CONTRACTOR shall present recommendations to EJ Ad Hoc members. Recommendations will inform how best to incorporate EJ into the DISTRICT's strategic planning process.

To this end, the CONTRACTOR shall conduct a range of internal activities, EJ Ad Hoc Support activities, and consultant research and recommendations activities:

*Internal Activities:*

1. Develop supporting materials (e.g., a process diagram, messaging points and facilitation questions) to support internal engagement and familiarizing the DISTRICT with the EJ Action Plan

development process and identify how the EJ Action Plan can inform what is incorporated into the Strategic Plan from an EJ perspective.

2. Facilitate three to five (3 to 5) conversations with key DISTRICT decision-makers (e.g., Philip Fine and Alexander “Sandy” Crocket).
3. Provide one (1) update to the DISTRICT Board of Directors.
4. Facilitate four (4) conversations with the DISTRICT DEOs and Division Directors to familiarize them with the draft EJ Action Plan, get their input on the draft EJ Action Plan and prepare the Division Directors for engagement with EJ Ad Hoc Committee workgroups.
5. Facilitate a range from six to eight (6 to 8) conversations with key DISTRICT technical staff that include DEI advisor and Human Resources.

*EJ Ad Hoc Support Activities:*

6. Provide counsel to prepare EJ Ad Hoc Committee workgroups to effectively engage with DISTRICT leadership. Inform design and approach facilitated conversations for the EJ Ad Hoc Committee workgroups to meet directly with DISTRICT Division leaders, staff, and Executive Leadership (e.g., Philip Fine and Veronica Eady) to examine three focus areas, build relationships, identify allies and champions, and jointly identify considerations that could inform development of the EJ Action Plan.
7. Conduct up to three (3) coaching sessions with EJ Ad Hoc, as part of the EJ Ad Hoc meetings, on strategic planning and desired goals, and communications coaching on engaging decision makers
8. Advise DISTRICT staff on the creation of up to two (2) EJ Ad Hoc Committee agendas per month.
9. Attend/co-facilitate approximately one (1) EJ Ad Hoc Committee meeting per month.
10. Review meeting notes for up to two (2) EJ Ad Hoc Committee meetings per month and provide feedback as requested by DISTRICT.

*Consultant Research and Recommendations Activities:*

11. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to: [COMPLETED and billed to Cost Schedule B-1]
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant).
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee’s comment, and to receive the sub-committee’s recommendations on the EJ Policy and to discuss the sub-committee’s role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
12. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. Materials will be provided by DISTRICT and CONTRACTOR has budgeted for a total of eight (8) hours for review time. [COMPLETED and billed to Cost Schedule B-1]
13. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC’s sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee’s input and guidance on how



to tailor and align the assessment appropriately. [COMPLETED and billed to Cost Schedule B-1]

14. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, Board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives. [CONDUCTED FACILITATED CONVERSATIONS WITH AIR DISTRICT CORE TEAM INCLUDING DEPUTY EXECUTIVE OFFICERS AND EXECUTIVE OFFICER, TO BE COMPLETED JUNE 30, 2023. TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment. [COMPLETED and billed to Cost Schedule B-1]
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy. [COVERS ONE EJ AD HOC MEETING FOR JUNE 2023 and will be billed to Cost Schedule B-1]

*Deliverables:*

- Attend regular one (1) to three (3) meetings with the CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct stakeholder interviews (1 to 10) [ONE DISCUSSION REMAINS TO BE COMPLETED IN JUNE 2023, BOARD VICE CHAIR DAVINA HURT DISCUSSION. TO BE BILLED FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
- Conduct one (1) to two (2) focus groups [COMPLETED and billed to Cost Schedule B-1]
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings [TO BE COMPLETED IN JUNE 2023 AND PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1 - COVERS ONE EJ AD HOC MEETING]
- Provide draft and final supporting materials for internal activities.
- Conduct three to five initial facilitated conversations with key DISTRICT decision-makers from Senior Leadership at the Executive Office level to include five hour one hour conversations.
- Provide one update to the DISTRICT Board of Directors regarding the progress of the EJ Action Plan.
- Conduct at least four (4) facilitated conversations with DEOs and Division Directors to include District Counsel (1), Director of Engineering and Director of Compliance & Enforcement (combined-1), Deputy Executive Officer of Policy (1) oversees Rules & Strategic Policy, Assessment Inventory and Modeling (AIM), and Meteorology and Measurement (M&M), Division Director of

AIM, Division M&M and Division Rules (Deputy Executive Officer of Policy required) (Combined-1).

- Conduct from six to eight (6 to 8) facilitated conversations with staff that represent technical, DEI, and Human Resources divisions.
- Conduct three (3) facilitated conversations of EJ Ad Hoc Committee with Division Directors and division staff (1 to 2 representatives) from Compliance & Enforcement, Engineering, Rules, and Legal divisions.
- Conduct sixteen (16) facilitated bi-monthly meetings of the EJ Ad Hoc Committee that goes through the end of Quarter 1 2024 [Five have already been delivered as of April 2023].
- Advise on agenda development, activities and communications of eleven (11) meetings of the EJ Ad Hoc Committee.
- Provide draft and final Phase 1 Summary Memo to cover findings and observations of the series of interviews

DISTRICT will cover travel expenses for up to one in-person meeting associated with Task 2e with total travel expenses not to exceed \$6,000.

**Task 3: Develop and Refine EJ Action Plan Draft (e.g., Phase 2) to Reflect Specific Needs of the EJ Ad Hoc and of the DISTRICT**

CONTRACTOR shall support the EJ Ad Hoc and DISTRICT in integrating the EJ Action Plan draft goals into DISTRICTS's Strategic Planning process.

CONTRACTOR shall undertake a series of activities during the Strategic Planning process to support the integration of the EJ Action Plan draft goals into the Strategic Plan, including strategic advising and capacity building activities.

CONTRACTOR shall provide the following Strategic Advising and Coaching Activities:

- Provide between 10-20 advising and/or coaching sessions (of up to 1-hour each) for persons working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include but are not limited to: DISTRICT executive level champions (DEO – Veronica Eady and EO/APCO – Philip Fine), DISTRICT Board leadership, identified staff champions from Task 2e (District technical staff that include DEI Advisor and Human Resources), and members of the EJ Ad Hoc.
- Provide 3-5 advising, update, and/or coaching sessions (of up to 1-hour each) for groups working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include, but are not limited to: EJ Ad Hoc, CAC, CEHJ Committee, DISTRICT's Board of Directors, and members of the Strategic Planning consultant team.

CONTRACTOR shall provide the following Capacity Building Activities:

- Provide one (1) in-person capacity building training (e.g., for the CAC to support alignment between the EJ Action Plan and Strategic Planning Process). DISTRICT will reimburse CONTRACTOR for two days of travel with total travel expenses not to exceed \$6,000.

- Provide one (1) virtual capacity building training (e.g., for the DISTRICT to support alignment between the EJ Action Plan and Strategic Planning Process).

CONTRACTOR Recommendations:

CONTRACTOR shall provide the DISTRICT with a Strategic Planning Process Alignment & Next Steps Summary memo that includes:

- A summary of services provided in Task 3.
- Recommendations and guidance for updating the draft EJ Action Plan based on the outcomes of the Strategic Planning process and the CONTRACTOR's observations from the advising and capacity building services provided during Task 3.

Deliverables:

- Ten to twenty (10-20) advising and/or coaching sessions for individuals
- Three to five (3-5) advising, update, and/or coaching sessions for groups
- One in-person capacity building training
- One virtual capacity building training
- Draft and final Strategic Planning Process Alignment & Next Steps Summary Memo.
- Travel expenses for one to two (1-2) in person meetings (with total travel expenses not to exceed \$6,000).

**Task 4: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. CONTRACTOR's tasks will include the following:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates [COMPLETED and billed to Cost Schedule B-1]
  - Broader presentation on how Title VI relates to the DISTRICT's mission COMPLETED and billed to Cost Schedule B-1]
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof [COMPLETED and billed to Cost Schedule B-1]
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications [COMPLETED and billed to Cost Schedule B-1]
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert. [COMPLETED and billed to Cost Schedule B-1. Subject Matter Expert identified, considered by the DISTRICT, Met G presented CV and Bio of candidate]

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

*Deliverables:*

- *Minutes and outline of* presentation and facilitated discussion on Title VI obligations and compliance responsibilities. [COMPLETED and billed to Cost Schedule B-1]
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations. [COMPLETED and billed to Cost Schedule B-1]

**Task 5: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas (primarily delivered via email) to be provided no later than two business days prior to the meeting)
- Meeting notes (immediate next steps) provided via email

**Task 6: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be invoiced monthly per contract terms
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications

**ATTACHMENT B-2****COST SCHEDULE**

Following execution of Amendment 3 the DISTRICT will pay CONTRACTOR for the work outlined in Attachment A-2, Scope of Work, in accordance with the payment tables below, up to a maximum amount of \$209,109.

Labor Budget Cost Table 1

Name	Labor Category	Hourly Rate	Estimated Hours Task 2	Estimated Hours Task 3	Task 4* (COMPLETED)	Estimated Hours Tasks 5+ 6	Total Estimated Hours	Estimated Cost
Vernice Miller-Travis	Executive Vice President	\$400	128	68	0	39	235	\$94,000
Dr. Shadiin Garcia	Executive Vice President	\$400	2	17	0	0	19	\$7,600
Sarah Malpass	Senior Director	\$260	197	56	0	39	292	\$75,920
Thomas Price Lang	Project Manager	\$195	0	0	0	105	127	\$24,765
TBD	Proofer	\$103	2	6	0	0	8	\$824
Estimated Travel Cost**			\$2,000	\$4,000	0			\$6,000
<b>TOTALS</b>			<b>329</b>	<b>147</b>	<b>0</b>	<b>159</b>	<b>681</b>	<b>\$209,109</b>

\*All Tasks and deliverables associated with Task 4 have been completed and paid out under the original \$90,000 cost budget.

\*\*DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel, and incidental costs in accordance with Attachment C, Contractor Travel Policy.

Task Budget Table 2

Task	Description	Not to Exceed Amount
2	Shared learning (e.g., Phase 1), landscape analysis, and support for	\$105,426

	familiarization of the EJ Action Plan with the EJ Ad Hoc Committee, division leadership, and executive leadership.	
3	Develop and refine EJ Action Plan draft (e.g., Phase 2) to reflect specific needs of the EJ Ad Hoc and of the Agency. CONTRACTOR to refine draft EJ Action Plan based on unique needs of the EJ Ad Hoc and the Agency.	\$53,178
5+ 6	Project Oversight and Collaboration with the DISTRICT Core Team + Project Management	\$50,505



*Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment*

# ATTACHMENT C

## Contractor Travel Policy

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

### **GUIDELINES**

#### **Making Travel Arrangements**

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

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

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

- **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
- **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).

3. Travel Time Charging

- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.



**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 19, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 11, 2023, for reference purposes only, to extend the term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 24, 2023, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule.
5. The PARTIES mutually seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now November 30, 2024.


2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$299,109" with "\$549,539."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$299,109" with "\$549,539."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-2, Scope of Work, with the attached "Attachment A-3, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-3, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP, LLC

By: DocuSigned by:  
Philip Fine \_\_\_\_\_  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

By:  \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 5/1/2024

Date: 04/26/2024

Approved as to form:  
General Counsel

By: DocuSigned by:  
Alexander Crockett 5/1/2024  
6DC7110552B5451...  
Alexander G. Crockett  
General Counsel

## ATTACHMENT A-3

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's (Met Group's) Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer, Veronica Eady, about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021) [COMPLETED and billed to Cost Schedule B-1]
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; including internal prep and setup activities to support initial project launch (activities pre-6/30/22) [COMPLETED and billed to Cost Schedule B-1]
- One (1) Presentation for DISTRICT management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity. [COMPLETED and billed to Cost Schedule B-1 IN APRIL 2023 - DISCUSSION WITH PHILIP FINE]
- One (1) Presentation to the CAC. [COMPLETED and billed to Cost Schedule B-1]
- One (1) project update conversation with the Board of Directors to be scheduled in July over Zoom. [TO BE COMPLETED PRIOR TO THE JULY 2023 BOARD MEETING, INVOICE FROM THIS TASK

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1]

**Task 2: Shared Learning (e.g., Phase 1), Landscape Analysis, and Support For Familiarization Of The EJ Action Plan With The EJ Ad Hoc Committee, Division Leadership, and Executive Leadership.**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT.

To this end, the CONTRACTOR shall:

Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4). [COMPLETED and billed to Cost Schedule B-1]

**Task 2a**

CONTRACTOR shall conduct a series of facilitated conversations with 1) key DISTRICT leadership (Executive Officer (EO/APCO), Deputy Executive Officers (DEOs) and Division Directors) and 2) DISTRICT staff (technical and DEI advisor) to assess priorities, capacity building needs around EJ and proposed draft EJ Action plan.

**Task 2b**

CONTRACTOR shall advise EJ Ad Hoc members on how to approach conversations with DISTRICT Division Directors about their concerns and priorities. CONTRACTOR shall provide talking points, agendas and/or other conversation aids.

**Task 2c**

CONTRACTOR shall facilitate conversation with EJ Ad Hoc and DISTRICT Division Directors (Compliance & Enforcement, Engineering, Rules, and Legal) to discuss community concerns and priorities.

**Task 2d**

CONTRACTOR shall undertake a series of activities designed to refine the updated EJ Action Plan and familiarize the CAC, Community Equity, Health, and Justice Committee (CEHJ), and DISTRICT Board of Directors with the draft plan. CONTRACTOR will support and advise DISTRICT staff how best to align and revise EJ Action Plan to incorporate EJ in the strategic planning process. CONTRACTOR shall make recommendations about how to proceed strategically inside the DISTRICT to build the capacity around EJ and create policy goals (tied to the proposed draft EJ Action Plan) to inform the DISTRICT's strategic planning process.

**Task 2e**

CONTRACTOR shall present recommendations to EJ Ad Hoc members. Recommendations will inform how best to incorporate EJ into the DISTRICT's strategic planning process.

To this end, the CONTRACTOR shall conduct a range of internal activities, EJ Ad Hoc Support activities, and consultant research and recommendations activities:

*Internal Activities:*

1. Develop supporting materials (e.g., a process diagram, messaging points and facilitation questions) to support internal engagement and familiarizing the DISTRICT with the EJ Action Plan development process and identify how the EJ Action Plan can inform what is incorporated into the Strategic Plan from an EJ perspective.
2. Facilitate three to five (3 to 5) conversations with key DISTRICT decision-makers (e.g., Philip Fine and Alexander “Sandy” Crocket).
3. Provide one (1) update to the DISTRICT Board of Directors.
4. Facilitate four (4) conversations with the DISTRICT DEOs and Division Directors to familiarize them with the draft EJ Action Plan, get their input on the draft EJ Action Plan and prepare the Division Directors for engagement with EJ Ad Hoc Committee workgroups.
5. Facilitate a range from six to eight (6 to 8) conversations with key DISTRICT technical staff that include DEI advisor and Human Resources.

*EJ Ad Hoc Support Activities:*

6. Provide counsel to prepare EJ Ad Hoc Committee workgroups to effectively engage with DISTRICT leadership. Inform design and approach facilitated conversations for the EJ Ad Hoc Committee workgroups to meet directly with DISTRICT Division leaders, staff, and Executive Leadership (e.g., Philip Fine and Veronica Eady) to examine three focus areas, build relationships, identify allies and champions, and jointly identify considerations that could inform development of the EJ Action Plan.
7. Conduct up to three (3) coaching sessions with EJ Ad Hoc, as part of the EJ Ad Hoc meetings, on strategic planning and desired goals, and communications coaching on engaging decision makers
8. Advise DISTRICT staff on the creation of up to two (2) EJ Ad Hoc Committee agendas per month.
9. Attend/co-facilitate approximately one (1) EJ Ad Hoc Committee meeting per month.
10. Review meeting notes for up to two (2) EJ Ad Hoc Committee meetings per month and provide feedback as requested by DISTRICT.

*Consultant Research and Recommendations Activities:*

11. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to: [COMPLETED and billed to Cost Schedule B-1]
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant).
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee’s comment, and to receive the sub-committee’s recommendations on the EJ Policy and to discuss the sub-committee’s role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
12. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. Materials will be provided by DISTRICT and CONTRACTOR has budgeted for a total of eight (8) hours for review time. [COMPLETED and billed to Cost Schedule B-1]
13. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ

Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC's sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee's input and guidance on how to tailor and align the assessment appropriately. [COMPLETED and billed to Cost Schedule B-1]

14. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, Board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives. [CONDUCTED FACILITATED CONVERSATIONS WITH AIR DISTRICT CORE TEAM INCLUDING DEPUTY EXECUTIVE OFFICERS AND EXECUTIVE OFFICER, TO BE COMPLETED JUNE 30, 2023. TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment. [COMPLETED and billed to Cost Schedule B-1]
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy. [COVERS ONE EJ AD HOC MEETING FOR JUNE 2023 and will be billed to Cost Schedule B-1]

*Deliverables:*

- Attend regular one (1) to three (3) meetings with the CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct stakeholder interviews (1 to 10) [ONE DISCUSSION REMAINS TO BE COMPLETED IN JUNE 2023, BOARD VICE CHAIR DAVINA HURT DISCUSSION. TO BE BILLED FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
- Conduct one (1) to two (2) focus groups [COMPLETED and billed to Cost Schedule B-1]
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings [TO BE COMPLETED IN JUNE 2023 AND PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1 - COVERS ONE EJ AD HOC MEETING]
- Provide draft and final supporting materials for internal activities.
- Conduct three to five initial facilitated conversations with key DISTRICT decision-makers from Senior Leadership at the Executive Office level to include five hour one hour conversations.
- Provide one update to the DISTRICT Board of Directors regarding the progress of the EJ Action Plan.
- Conduct at least four (4) facilitated conversations with DEOs and Division Directors to include District Counsel (1), Director of Engineering and Director of Compliance & Enforcement

(combined-1), Deputy Executive Officer of Policy (1) oversees Rules & Strategic Policy, Assessment Inventory and Modeling (AIM), and Meteorology and Measurement (M&M), Division Director of AIM, Division M&M and Division Rules (Deputy Executive Officer of Policy required) (Combined-1).

- Conduct from six to eight (6 to 8) facilitated conversations with staff that represent technical, DEI, and Human Resources divisions.
- Conduct three (3) facilitated conversations of EJ Ad Hoc Committee with Division Directors and division staff (1 to 2 representatives) from Compliance & Enforcement, Engineering, Rules, and Legal divisions.
- Conduct sixteen (16) facilitated bi-monthly meetings of the EJ Ad Hoc Committee that goes through the end of Quarter 1 2024 [Five have already been delivered as of April 2023].
- Advise on agenda development, activities and communications of eleven (11) meetings of the EJ Ad Hoc Committee.
- Provide draft and final Phase 1 Summary Memo to cover findings and observations of the series of interviews

DISTRICT will cover travel expenses for up to one in-person meeting associated with Task 2e with total travel expenses not to exceed \$6,000.

**Task 3: Develop and Refine EJ Action Plan Draft (e.g., Phase 2) to Reflect Specific Needs of the EJ Ad Hoc and of the DISTRICT**

CONTRACTOR shall support the EJ Ad Hoc and DISTRICT in integrating the EJ Action Plan draft goals into DISTRICTS's Strategic Planning process.

CONTRACTOR shall undertake a series of activities during the Strategic Planning process to support the integration of the EJ Action Plan draft goals into the Strategic Plan, including strategic advising and capacity building activities.

CONTRACTOR shall provide the following Strategic Advising and Coaching Activities:

- Provide between 10-20 advising and/or coaching sessions (of up to 1-hour each) for persons working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include but are not limited to: DISTRICT executive level champions (DEO – Veronica Eady and EO/APCO – Philip Fine), DISTRICT Board leadership, identified staff champions from Task 2e (District technical staff that include DEI Advisor and Human Resources), and members of the EJ Ad Hoc.
- Provide 3-5 advising, update, and/or coaching sessions (of up to 1-hour each) for groups working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include, but are not limited to: EJ Ad Hoc, CAC, CEHJ Committee, DISTRICT's Board of Directors, and members of the Strategic Planning consultant team.

CONTRACTOR shall provide the following Capacity Building Activities:



- Provide one (1) in-person capacity building training (e.g., for the CAC to support alignment between the EJ Action Plan and Strategic Planning Process). DISTRICT will reimburse CONTRACTOR for two days of travel with total travel expenses not to exceed \$6,000.
- Provide one (1) virtual capacity building training (e.g., for the DISTRICT to support alignment between the EJ Action Plan and Strategic Planning Process).

**CONTRACTOR Recommendations:**

CONTRACTOR shall provide the DISTRICT with a Strategic Planning Process Alignment & Next Steps Summary memo that includes:

- A summary of services provided in Task 3.
- Recommendations and guidance for updating the draft EJ Action Plan based on the outcomes of the Strategic Planning process and the CONTRACTOR's observations from the advising and capacity building services provided during Task 3.

**Deliverables:**

- Ten to twenty (10-20) advising and/or coaching sessions for individuals
- Three to five (3-5) advising, update, and/or coaching sessions for groups
- One in-person capacity building training
- One virtual capacity building training
- Draft and final Strategic Planning Process Alignment & Next Steps Summary Memo.
- Travel expenses for one to two (1-2) in person meetings (with total travel expenses not to exceed \$6,000).

**Task 4: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. CONTRACTOR's tasks will include the following:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates [COMPLETED and billed to Cost Schedule B-1]
  - Broader presentation on how Title VI relates to the DISTRICT's mission COMPLETED and billed to Cost Schedule B-1]
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof [COMPLETED and billed to Cost Schedule B-1]
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications [COMPLETED and billed to Cost Schedule B-1]
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert. [COMPLETED and billed to Cost

Schedule B-1. Subject Matter Expert identified, considered by the DISTRICT, Met G presented CV and Bio of candidate]

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

*Deliverables:*

- *Minutes and outline of* presentation and facilitated discussion on Title VI obligations and compliance responsibilities. [COMPLETED and billed to Cost Schedule B-1]
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations. [COMPLETED and billed to Cost Schedule B-1]

**Task 5: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas (primarily delivered via email) to be provided no later than two business days prior to the meeting)
- Meeting notes (immediate next steps) provided via email

**Task 6: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be invoiced monthly per contract terms
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications

**Task 7: Create Visionary Document**

CONTRACTOR will create document that summarizes how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned.

CONTRACTOR will:

- Draft a document that includes a description of how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned through the discussions with the EJ Ad Hoc, Community Advisory Council (CAC), and District staff
  - The document will include a description of the lessons learned through the assessment, and development of the EJ Priorities and the 3 priority strategy areas identified by the EJ Ad Hoc.
  - The document will also include how the EJ Principles were used to help inform the development of the EJ Priorities, distill descriptions of strategies (i.e., EJ Actions) and include strategies that will be part of the strategic plan.
  - The visionary document will also make reference to future strategies.

*Deliverables:*

- Visionary document that contains vision statement on the transformation of the agency focused on Environmental Justice (i.e., areas of change with clear realistic targets for measuring success), lessons learned during the process of developing EJ priorities, describe how EJ Principles informed development of EJ priorities, a description of strategies i.e., EJ Actions – describing how this coincides with Strategic planning
- EJ strategies and actions will describe clearly the change to be sought that are outlined clearly in the strategy and the steps that need to be taken to bring about such change as reflected in the actions
- Provide guidance for future work (i.e., how to continue planning and implementation efforts)
- Visionary document is no more than 20 pages (single spaced) and is formatted in MS Word or Google docs. The visionary document will be finalized with no more than 3 rounds of revisions with comments and line edits provided by Air District project team as part of the review process

**Task 8: EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan**

CONTRACTOR will continue to facilitate EJ Ad Hoc meetings that include Divisions Directors and staff.

- Facilitate up to 12 EJ Policy Ad Hoc meetings (i.e., April – November 2024)
- Track strategy development in an Excel spreadsheet that is informed by EJ Policy Ad Hoc meetings with Division Directors
- Summarize strategies and actions focused on 3 priority strategy areas: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules)
- Identify all decision-makers, inter-divisional points of contact, and across pertinent governmental agencies that contribute to the relevant strategy in a memorandum
- Draft EJ Action Plan based on secondary analysis produced and proposed outline presented by Met Group to Air District staff

*Deliverables:*

- Excel spreadsheet that tracks strategy development that is informed by EJ Ad Hoc meetings and

Division Directors and Deputy Executive Officers (DEOs)

- Memorandum that summarizes the strategies and actions focused on 3 priorities: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules)
- Memorandum that lists out all decision-makers, interdivisional points of contact and other pertinent governmental agencies that contribute to each of the 3 priority strategy areas and actions
- EJ Action Plan that includes all strategies developed by EJ Ad Hoc and Directors and DEOs that cover three priority strategy areas
  - EJ Action Plan document is no more than 20 pages (single spaced) and is designed in MS Word or Google Docs as a working, internal implementation style document
  - EJ Action Plan primarily focuses on the three priority strategy areas identified by the EJ Ad Hoc (not the full scope of the original outline, which included 12 potential areas for consideration)
  - A list of relevant decision-makers, interdivisional points of contact and other pertinent governmental agencies that contribute to each of the 3 priority strategy areas and actions will be identified and provided by the Air District project team to the Met Group team.
  - Up to three rounds of revisions, with comments and line edits provided by Air District project team as part of the review process

**Task 9: EJ Policy Ad Hoc In-Person Workshop (May 2024)**

CONTRACTOR to develop a 7-to-8-hour 1-day workshop with the EJ Policy Ad Hoc and Division Directors, DEOs and Air District staff. The objective of the workshop is to work through strategies for the EJ Action Plan.

CONTRACTOR will:

- Outline and implement the 7-to-8 hour 1-day workshop in collaboration with the Air District project team
- Scope meeting agenda, list main objectives of the workshop, and roles and responsibilities of Met Group and Air District project team
- Facilitate up to 3 preparatory sessions with relevant Division Directors, DEOs and Air District staff
- Facilitate workshop and keep meeting on schedule

*Deliverables:*

- Memorandum summarizing outcomes of the Workshop, the contents of which may inform development of the Strategic Plan, visionary document and EJ Action Plan.
  - Memo is no more than 10 pages (single spaced) and is designed in MS Word or Google Docs as a working, internal document to inform the EJ Action Plan
  - In-person workshop occurs on or around May 17, 2024.

**Task 10: Strategic Plan Coordination Working Sessions**

CONTRACTOR will coordinate with the strategic planning team to cross reference EJ Action Plan strategies with the Strategic Plan strategies.

CONTRACTOR will:

- Facilitate two sets of two meetings (total of four) with Deborah Jordan and strategic planning team to cross reference EJ Action strategies (i.e., within the three priority strategy areas with the strategic plan strategies (potentially during May and July timeframes)
  - First set of meetings will include up to two meetings with Deborah Jordan and strategic planning team to review, refine and finalize strategies (i.e., those within the three priority strategy areas tied to EJ Policy Ad Hoc) and ensure alignment with strategic planning strategies
  - Second set of meetings will include up to two meetings with Deborah Jordan and the strategic planning team to provide a further crosswalk and alignment between the Strategic Plan and the visionary document and gather feedback on alignment of the draft visionary document prior to finalization.

*Deliverables:*

- Create agenda for the two sets of two meetings with Deborah Jordan and the strategic planning team to cross reference EJ strategies with strategic plan strategies
- Develop a memorandum that memorializes any revisions to strategies and actions that are informed by these meetings
  - Memorandum is no more than 2 pages (single spaced) and in MS Word or Google Docs format

**Task 11: Facilitating Coordination Meetings**

CONTRACTOR will facilitate Core Team Bi-weekly meetings and coordination meetings through November 2024.

CONTRACTOR will:

- Facilitate 12 Core Team bi-weekly meetings through November 2024 to prepare for EJ Policy Ad Hoc and Division Director and DEO Meetings
- Develop workplan that outlines all 12 Core Team bi-weekly meetings according to project deliverables outlined in Task 1 and Task 2
- Facilitate 12 coordination meetings through November 2024, to prepare for EJ Policy Ad Hoc meetings and keep other deliverables moving forward
- Create meeting agendas for meetings CONTRACTOR will be facilitating
- Up to 5 additional meetings through November 2024 to troubleshoot, finalize and confirm materials

*Deliverables:*

- Meeting agendas will be provided no later than the morning of the meeting for bi-weekly and any additional meetings
- Workplan that outlines all 12 bi-weekly meetings

**Task 12: Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine**

CONTRACTOR will develop content in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer/ APCO Phil Fine.

Contractor will:

- Develop content for up to 2 CAC meetings
- Develop content for up to 2 Board meetings
- Develop content for up to 2 CEHJ meetings
- Develop content for up to 3 meetings with Executive Office/APCO Phil Fine

*Deliverables:*

- Slide deck and talking points for CAC meetings (i.e. up to 2 meetings)
  - No more than 10 slides
- Slide deck and talking points for Board meeting (i.e., up to 2 meetings)
  - No more than 10 slides
- Slide deck and talking points for CEHJ meeting (i.e., up to 2 meetings)
  - No more than 10 slides
- Agendas, and one set of supporting meeting materials for each meeting with the Executive Office/APCO Phil Fine

**Task 13: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Monthly invoice that summarizes professional services provided for the relevant time period
- Budget updates and documentation of expenses when necessary (i.e., travel, lodging, meals, etc.)
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications

**ATTACHMENT B-3****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A-3, Scope of Work, in accordance with the hourly rates in Table 1 below. Total payments for each task shall not exceed the amounts listed in Table 2. In addition to labor, DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel, and incidental costs, up to an amount not to exceed \$15,000. All travel expenses shall be made in accordance with Attachment C, Contractor Travel Policy.

**Table 1 - Hourly Rates**

Name	Labor Category	Hourly Rate
Vernice Miller-Travis	Executive Vice President	\$400
TBD	Senior Director	\$260
Sarah Malpass	Senior Director	\$260
TBD	Director	\$220
Kayla Beard	Associate	\$145
Carlos Paz Ramos	Project Manager	\$195
TBD	Proofer	\$103

**Table 2 – Not to Exceed Budget for Tasks**

Task #	Description	Not to Exceed Amount
1	Initial Kickoff, Project Work Planning and Oversight	\$90,000
2	Shared learning (e.g., Phase 1), landscape analysis, and support for familiarization of the EJ Action Plan with the EJ Ad Hoc Committee, division leadership, and executive leadership.	\$105,426
3	Develop and refine EJ Action Plan draft (e.g., Phase 2) to reflect specific needs of the EJ Ad Hoc and of the Agency. CONTRACTOR to refine draft EJ Action Plan based on unique needs of the EJ Ad Hoc and the Agency.	\$53,178
5+ 6	Project Oversight and Collaboration with the DISTRICT Core Team + Project Management	\$50,505
7	Create Visionary Document	\$21,870
8	EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan	\$74,795
9	EJ Policy Ad Hoc In-Person Workshop (May 2024)	\$33,720
10	Strategic Plan Coordination Working Sessions	\$17,280
11	Facilitation Coordination Meetings	\$30,535

Task #	Description	Not to Exceed Amount
12	Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine	\$37,140
13	Project Management for Amendment 4	\$35,090

**Table 3 - Labor Budget Cost for Tasks 7-13**

Name	Labor Category	Hourly Rate	Est. Hours Task 7	Est. Hours Task 8	Est. Hours Task 9	Est. Hours Task 10	Est. Hours Task 11	Est. Hours Task 12	Est. Hours Task 13	Est. Cost
Vernice Miller-Travis	Executive Vice President	\$400	13	40	31	12	18	59	21	<b>\$77,600</b>
TBD	Senior Director	\$260	0	0	41	16	17	18	7	<b>\$25,740</b>
Sarah Malpass	Senior Director	\$260	27	121	41	32	69	11	25	<b>\$84,760</b>
TBD	Director	\$220	0	81	0	0	0	0	0	<b>\$17,820</b>
Kayla Beard	Associate	\$145	63	0	0	0	0	0	7	<b>\$10,150</b>
Carlos Paz Ramos	Project Manager	\$195	0	0	0	0	5	0	89	<b>\$18,330</b>
TBD	Proofer	\$103	5	5	0	0	0	0	0	<b>\$1,030</b>
Estimated Travel Cost**		NA	0	0	\$9,000	0	0	\$6,000	0	<b>\$15,000</b>
<b>Total Hours / US\$</b>			<b>108</b>	<b>247</b>	<b>113</b>	<b>60</b>	<b>109</b>	<b>88</b>	<b>149</b>	<b>\$250,430</b>

**Total cost of Contract not to exceed \$549,539.**





*Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment*

# ATTACHMENT C

## Contractor Travel Policy

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

### GUIDELINES

#### **Making Travel Arrangements**

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

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

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

**AMENDMENT NO. 5 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, October 15, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 11, 2023, for reference purposes only, to extend the term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 24, 2023, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated March 19, 2024, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule.
6. The PARTIES mutually seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
7. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$549,539" with "574,469."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$549,539" with "574,469."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-3, Scope of Work, with the attached "Attachment A-4, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-4, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-3, Cost Schedule, with the attached "Attachment B-4, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-4, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP, LLC

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

By: \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

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

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

Approved as to form:

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

## ATTACHMENT A-4

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's (Met Group's) Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer, Veronica Eady, about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021) [COMPLETED and billed to Cost Schedule B-1]
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; including internal prep and setup activities to support initial project launch (activities pre-6/30/22) [COMPLETED and billed to Cost Schedule B-1]
- One (1) Presentation for DISTRICT management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity. [COMPLETED and billed to Cost Schedule B-1 IN APRIL 2023 - DISCUSSION WITH PHILIP FINE]
- One (1) Presentation to the CAC. [COMPLETED and billed to Cost Schedule B-1]
- One (1) project update conversation with the Board of Directors to be scheduled in July over Zoom. [TO BE COMPLETED PRIOR TO THE JULY 2023 BOARD MEETING, INVOICE FROM THIS TASK

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1]

**Task 2: Shared Learning (e.g., Phase 1), Landscape Analysis, and Support For Familiarization Of The EJ Action Plan With The EJ Ad Hoc Committee, Division Leadership, and Executive Leadership.**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT.

To this end, the CONTRACTOR shall:

Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4). [COMPLETED and billed to Cost Schedule B-1]

**Task 2a**

CONTRACTOR shall conduct a series of facilitated conversations with 1) key DISTRICT leadership (Executive Officer (EO/APCO), Deputy Executive Officers (DEOs) and Division Directors) and 2) DISTRICT staff (technical and DEI advisor) to assess priorities, capacity building needs around EJ and proposed draft EJ Action plan.

**Task 2b**

CONTRACTOR shall advise EJ Ad Hoc members on how to approach conversations with DISTRICT Division Directors about their concerns and priorities. CONTRACTOR shall provide talking points, agendas and/or other conversation aids.

**Task 2c**

CONTRACTOR shall facilitate conversation with EJ Ad Hoc and DISTRICT Division Directors (Compliance & Enforcement, Engineering, Rules, and Legal) to discuss community concerns and priorities.

**Task 2d**

CONTRACTOR shall undertake a series of activities designed to refine the updated EJ Action Plan and familiarize the CAC, Community Equity, Health, and Justice Committee (CEHJ), and DISTRICT Board of Directors with the draft plan. CONTRACTOR will support and advise DISTRICT staff how best to align and revise EJ Action Plan to incorporate EJ in the strategic planning process. CONTRACTOR shall make recommendations about how to proceed strategically inside the DISTRICT to build the capacity around EJ and create policy goals (tied to the proposed draft EJ Action Plan) to inform the DISTRICT's strategic planning process.

**Task 2e**

CONTRACTOR shall present recommendations to EJ Ad Hoc members. Recommendations will inform how best to incorporate EJ into the DISTRICT's strategic planning process.

To this end, the CONTRACTOR shall conduct a range of internal activities, EJ Ad Hoc Support activities, and consultant research and recommendations activities:

*Internal Activities:*

1. Develop supporting materials (e.g., a process diagram, messaging points and facilitation questions) to support internal engagement and familiarizing the DISTRICT with the EJ Action Plan development process and identify how the EJ Action Plan can inform what is incorporated into the Strategic Plan from an EJ perspective.
2. Facilitate three to five (3 to 5) conversations with key DISTRICT decision-makers (e.g., Philip Fine and Alexander “Sandy” Crocket).
3. Provide one (1) update to the DISTRICT Board of Directors.
4. Facilitate four (4) conversations with the DISTRICT DEOs and Division Directors to familiarize them with the draft EJ Action Plan, get their input on the draft EJ Action Plan and prepare the Division Directors for engagement with EJ Ad Hoc Committee workgroups.
5. Facilitate a range from six to eight (6 to 8) conversations with key DISTRICT technical staff that include DEI advisor and Human Resources.

*EJ Ad Hoc Support Activities:*

6. Provide counsel to prepare EJ Ad Hoc Committee workgroups to effectively engage with DISTRICT leadership. Inform design and approach facilitated conversations for the EJ Ad Hoc Committee workgroups to meet directly with DISTRICT Division leaders, staff, and Executive Leadership (e.g., Philip Fine and Veronica Eady) to examine three focus areas, build relationships, identify allies and champions, and jointly identify considerations that could inform development of the EJ Action Plan.
7. Conduct up to three (3) coaching sessions with EJ Ad Hoc, as part of the EJ Ad Hoc meetings, on strategic planning and desired goals, and communications coaching on engaging decision makers
8. Advise DISTRICT staff on the creation of up to two (2) EJ Ad Hoc Committee agendas per month.
9. Attend/co-facilitate approximately one (1) EJ Ad Hoc Committee meeting per month.
10. Review meeting notes for up to two (2) EJ Ad Hoc Committee meetings per month and provide feedback as requested by DISTRICT.

*Consultant Research and Recommendations Activities:*

11. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to: [COMPLETED and billed to Cost Schedule B-1]
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant).
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee’s comment, and to receive the sub-committee’s recommendations on the EJ Policy and to discuss the sub-committee’s role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
12. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. Materials will be provided by DISTRICT and CONTRACTOR has budgeted for a total of eight (8) hours for review time. [COMPLETED and billed to Cost Schedule B-1]
13. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ



Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC's sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee's input and guidance on how to tailor and align the assessment appropriately. [COMPLETED and billed to Cost Schedule B-1]

14. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, Board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives. [CONDUCTED FACILITATED CONVERSATIONS WITH AIR DISTRICT CORE TEAM INCLUDING DEPUTY EXECUTIVE OFFICERS AND EXECUTIVE OFFICER, TO BE COMPLETED JUNE 30, 2023. TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment. [COMPLETED and billed to Cost Schedule B-1]
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy. [COVERS ONE EJ AD HOC MEETING FOR JUNE 2023 and will be billed to Cost Schedule B-1]

*Deliverables:*

- Attend regular one (1) to three (3) meetings with the CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct stakeholder interviews (1 to 10). [ONE DISCUSSION REMAINS TO BE COMPLETED IN JUNE 2023, BOARD VICE CHAIR DAVINA HURT DISCUSSION. TO BE BILLED FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
- Conduct one (1) to two (2) focus groups. [COMPLETED and billed to Cost Schedule B-1]
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings. [TO BE COMPLETED IN JUNE 2023 AND PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1 - COVERS ONE EJ AD HOC MEETING]
- Provide draft and final supporting materials for internal activities.
- Conduct three to five initial facilitated conversations with key DISTRICT decision-makers from Senior Leadership at the Executive Office level to include five hour one hour conversations.
- Provide one update to the DISTRICT Board of Directors regarding the progress of the EJ Action Plan.
- Conduct at least four (4) facilitated conversations with DEOs and Division Directors to include District Counsel (1), Director of Engineering and Director of Compliance & Enforcement

(combined-1), Deputy Executive Officer of Policy (1) oversees Rules & Strategic Policy, Assessment Inventory and Modeling (AIM), and Meteorology and Measurement (M&M), Division Director of AIM, Division M&M and Division Rules (Deputy Executive Officer of Policy required) (Combined-1).

- Conduct from six to eight (6 to 8) facilitated conversations with staff that represent technical, DEI, and Human Resources divisions.
- Conduct three (3) facilitated conversations of EJ Ad Hoc Committee with Division Directors and division staff (1 to 2 representatives) from Compliance & Enforcement, Engineering, Rules, and Legal divisions.
- Conduct sixteen (16) facilitated bi-monthly meetings of the EJ Ad Hoc Committee that goes through the end of Quarter 1 2024 [Five have already been delivered as of April 2023].
- Advise on agenda development, activities and communications of eleven (11) meetings of the EJ Ad Hoc Committee.
- Provide draft and final Phase 1 Summary Memo to cover findings and observations of the series of interviews.

DISTRICT will cover travel expenses for up to one in-person meeting associated with Task 2e with total travel expenses not to exceed \$6,000.

**Task 3: Develop and Refine EJ Action Plan Draft (e.g., Phase 2) to Reflect Specific Needs of the EJ Ad Hoc and of the DISTRICT**

CONTRACTOR shall support the EJ Ad Hoc and DISTRICT in integrating the EJ Action Plan draft goals into DISTRICTS's Strategic Planning process.

CONTRACTOR shall undertake a series of activities during the Strategic Planning process to support the integration of the EJ Action Plan draft goals into the Strategic Plan, including strategic advising and capacity building activities.

CONTRACTOR shall provide the following Strategic Advising and Coaching Activities:

- Provide between 10-20 advising and/or coaching sessions (of up to 1-hour each) for persons working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include but are not limited to: DISTRICT executive level champions (DEO – Veronica Eady and EO/APCO – Philip Fine), DISTRICT Board leadership, identified staff champions from Task 2e (District technical staff that include DEI Advisor and Human Resources), and members of the EJ Ad Hoc.
- Provide 3-5 advising, update, and/or coaching sessions (of up to 1-hour each) for groups working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include, but are not limited to: EJ Ad Hoc, CAC, CEHJ Committee, DISTRICT's Board of Directors, and members of the Strategic Planning consultant team.

CONTRACTOR shall provide the following Capacity Building Activities:

- Provide one (1) in-person capacity building training (e.g., for the CAC to support alignment between the EJ Action Plan and Strategic Planning Process). DISTRICT will reimburse CONTRACTOR for two days of travel with total travel expenses not to exceed \$6,000.
- Provide one (1) virtual capacity building training (e.g., for the DISTRICT to support alignment between the EJ Action Plan and Strategic Planning Process).

**CONTRACTOR Recommendations:**

CONTRACTOR shall provide the DISTRICT with a Strategic Planning Process Alignment & Next Steps Summary memo that includes:

- A summary of services provided in Task 3.
- Recommendations and guidance for updating the draft EJ Action Plan based on the outcomes of the Strategic Planning process and the CONTRACTOR's observations from the advising and capacity building services provided during Task 3.

**Deliverables:**

- Ten to twenty (10-20) advising and/or coaching sessions for individuals
- Three to five (3-5) advising, update, and/or coaching sessions for groups
- One in-person capacity building training
- One virtual capacity building training
- Draft and final Strategic Planning Process Alignment & Next Steps Summary Memo.
- Travel expenses for one to two (1-2) in person meetings (with total travel expenses not to exceed \$6,000).

**Task 4: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. CONTRACTOR's tasks will include the following:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates. [COMPLETED and billed to Cost Schedule B-1]
  - Broader presentation on how Title VI relates to the DISTRICT's mission. [COMPLETED and billed to Cost Schedule B-1]
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof. [COMPLETED and billed to Cost Schedule B-1]
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications. [COMPLETED and billed to Cost Schedule B-1]
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert. [COMPLETED and billed to Cost Schedule B-1. Subject Matter Expert identified, considered by the DISTRICT, Met G presented

CV and Bio of candidate]

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

*Deliverables:*

- *Minutes and outline of presentation and facilitated discussion on Title VI obligations and compliance responsibilities.* [COMPLETED and billed to Cost Schedule B-1]
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations. [COMPLETED and billed to Cost Schedule B-1]

**Task 5: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas (primarily delivered via email) to be provided no later than two business days prior to the meeting)
- Meeting notes (immediate next steps) provided via email

**Task 6: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be invoiced monthly per contract terms.
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications.

### **Task 7: Create Visionary Document**

CONTRACTOR will create a document that summarizes how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned.

CONTRACTOR will:

- Draft a document that includes a description of how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned through the discussions with the EJ Ad Hoc, Community Advisory Council (CAC), and District staff.
  - The document will include a description of the EJ Priorities and the 3 priority strategy areas identified by the EJ Ad Hoc.
  - The document will also include how the EJ Principles were used to help inform the development of the EJ Priorities, distill descriptions of strategies (i.e., EJ Actions) and include strategies that will be part of the strategic plan.
  - The visionary document will also make reference to future strategies.

*Deliverables:*

- Visionary document that contains vision statement on the transformation of the agency focused on Environmental Justice (i.e., areas of change with clear strategies for measuring success), lessons learned during the process of developing EJ priorities, describe how EJ Principles informed development of EJ priorities, a description of strategies i.e., EJ Actions – describing how this coincides with the Strategic Plan.
- EJ strategies and actions will describe clearly the change to be sought that are outlined clearly in the strategy and the steps that need to be taken to bring about such change as reflected in the actions.
- Provide guidance for future work (i.e., how to continue planning and implementation efforts).
- Visionary document is approximately 60 pages (single spaced), including appendices, and is formatted in a professional design (e.g. InDesign). The visionary document will be finalized with no more than 3 rounds of revisions with comments and line edits provided by DISTRICT's project team as part of the review process.
- Visionary document will be copy edited by CONTRACTOR's proofer.
- Visionary document will be formatted for The Americans with Disabilities Act of 1990 (ADA) compliance consistent with DISTRICT's guidelines.
- Visionary document will include illustrations and design elements for readability.

### **Task 8: EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan**

CONTRACTOR will continue to facilitate EJ Ad Hoc meetings that include Divisions Directors and staff.

- Facilitate up to 12 EJ Policy Ad Hoc meetings (i.e., April – November 2024).
- Track strategy development that is informed by EJ Policy Ad Hoc meetings with Division Directors and cross-reference with the Strategic Plan and the CAC's EJ Priorities.
- Summarize strategies and actions focused on 3 priority strategy areas: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules) as part of Chapter 4 and a table appendix in the Visionary Document.
- Draft EJ Action Plan (i.e., implementation plan) template for Deputy Executive Officers with columns for specific, measurable steps for the implementation of each strategy.

- Include EJ strategies and actions that pertain to the nine EJ Priorities under Chapter 4 of the Visionary document and in a table appendix.

*Deliverables:*

- Finalized table as part of an appendix and Chapter 4 “What the Air District Will Do” sections that summarize the strategies and actions focused on 3 priorities: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules).
- EJ Action Plan sections of the Visionary Document that include all strategies developed by EJ Ad Hoc and Directors and DEOs that cover three priority strategy areas.
  - EJ Action Plan segments will be embedded in Chapter 4 and an appendix table of the Visionary Document.
  - EJ Action Plan primarily focuses on the three priority strategy areas identified by the EJ Ad Hoc, as well as other strategy topic areas that fall under the nine EJ Priorities.
  - Up to three rounds of revisions, with comments and line edits provided by DISTRICT project team as part of the review process.

**Task 9: EJ Policy Ad Hoc In-Person Workshop (May 2024)**

CONTRACTOR to develop a 7-to-8-hour 1-day workshop with the EJ Policy Ad Hoc and Division Directors, DEOs and Air District staff. The objective of the workshop is to work through strategies for the EJ Action Plan.

CONTRACTOR will:

- Outline and implement the 7-to-8 hour 1-day workshop in collaboration with the Air District project team. [COMPLETED]
- Scope meeting agenda, list main objectives of the workshop, and roles and responsibilities of Met Group and Air District project team. [COMPLETED]
- Facilitate up to 3 preparatory sessions with relevant Division Directors, DEOs and Air District staff. [COMPLETED]
- Facilitate workshop and keep meeting on schedule. [COMPLETED]

*Deliverables:*

- Memorandum summarizing outcomes of the Workshop, the contents of which may inform development of the Strategic Plan, visionary document and EJ Action Plan. [COMPLETED]
  - Memo is no more than 10 pages (single spaced) and is designed in MS Word or Google Docs as a working, internal document to inform the EJ Action Plan.
  - In-person workshop occurs on or around May 17, 2024.

**Task 10: Strategic Plan Coordination Working Sessions**

CONTRACTOR will coordinate with the strategic planning team to cross reference EJ Action Plan strategies with the Strategic Plan strategies.

CONTRACTOR will:

- Facilitate a set of two meetings with Deborah Jordan and strategic planning team to cross reference EJ Action strategies (i.e., within the three priority strategy areas with the strategic plan strategies (potentially during May and July timeframes). [COMPLETED]
  - Meetings with Deborah Jordan and strategic planning team will be to review, refine and finalize strategies (i.e., those within the three priority strategy areas tied to EJ Policy Ad Hoc) and ensure alignment with strategic planning strategies.

*Deliverables:*

- Create agendas for the two meetings with Deborah Jordan and the strategic planning team to cross reference EJ strategies with strategic plan strategies. [COMPLETED]
- Develop a memorandum that memorializes any revisions to strategies and actions that are informed by these meetings. [COMPLETED]
  - Memorandum is no more than 2 pages (single spaced) and in MS Word or Google Docs format.

**Task 11: Facilitating Coordination Meetings**

CONTRACTOR will facilitate Core Team Bi-weekly meetings and coordination meetings through November 2024.

CONTRACTOR will:

- Facilitate 12 Core Team bi-weekly meetings through November 2024 to prepare for EJ Policy Ad Hoc and Division Director and DEO Meetings.
- Develop workplan that outlines all 12 Core Team bi-weekly meetings according to project deliverables outlined in Task 1 and Task 2.
- Facilitate 12 coordination meetings through November 2024, to prepare for EJ Policy Ad Hoc meetings and keep other deliverables moving forward.
- Create meeting agendas for meetings CONTRACTOR will be facilitating.
- Up to 5 additional meetings through November 2024 to troubleshoot, finalize and confirm materials.

*Deliverables:*

- Meeting agendas will be provided no later than the morning of the meeting for bi-weekly and any additional meetings.
- Workplan that outlines all 12 bi-weekly meetings.

**Task 12: Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine**

CONTRACTOR will develop content in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer/ APCO Phil Fine.

Contractor will:

- Develop content for up to 3 CAC meetings.
- Develop content for up to 1 Board meeting.
- Develop content for up to 2 meetings with Executive Office/APCO Phil Fine or Deputy Executive Officer, Arsenio Mataka.

*Deliverables:*

- Slide deck and talking points for CAC meetings (i.e. up to 3 meetings)
  - No more than 10 slides
- Slide deck and talking points for Board meeting (i.e., up to 1 meeting)
  - No more than 10 slides
- Agendas, and one set of supporting meeting materials for each meeting with the Executive Office/APCO Phil Fine or Deputy Executive Officer, Arsenio Mataka

**Task 13: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Monthly invoice that summarizes professional services provided for the relevant time period
- Budget updates and documentation of expenses when necessary (i.e., travel, lodging, meals, etc.)
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications



**ATTACHMENT B-4**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the services described in Attachment A-4, Scope of Work in accordance with the hourly rates in Table 1 and the Not to Exceed budget in Table 2 below. Budget funds may be reallocated between tasks if CONTRACTOR receives written approval from DISTRICT via email prior to exceeding the budgeted amount for the task. Reallocation of budget funds may not result in the budget NTE being exceeded. CONTRACTOR will invoice DISTRICT monthly for the hours worked in the prior month. Invoicing and payments will be made in accordance with Section 8, Payment, of this Contract. In addition to labor, DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel, and incidental costs, up to an amount not to exceed \$15,000. All travel expenses shall be made in accordance with Attachment C, Contractor Travel Policy.

**Table 1 - Hourly Rates**

<b>Name</b>	<b>Labor Category</b>	<b>Hourly Rate</b>
Vernice Miller-Travis	Executive Vice President	\$400
Cheryl Little	Executive Vice President	\$400
Sarah Malpass	Senior Director	\$260
Corinne Nakamura-Rybak	Executive Vice President	\$400
Kayla Beard	Associate	\$57
Carlos Paz Ramos	Project Manager	\$195
Kristin Gimble	Vice President	\$310
Nate Currie	Designer	\$165
Ginelle Lazo	Senior Associate	\$165
TBD	Proofer	\$103

**Table 2 – Not to Exceed Budget for Tasks**

<b>Task #</b>	<b>Description</b>	<b>Not to Exceed Amount</b>
1	Initial Kickoff, Project Work Planning and Oversight	\$90,000
2	Shared learning (e.g., Phase 1), landscape analysis, and support for familiarization of the EJ Action Plan with the EJ Ad Hoc Committee, division leadership, and executive leadership.	\$105,426
3	Develop and refine EJ Action Plan draft (e.g., Phase 2) to reflect specific needs of the EJ Ad Hoc and of the Agency. CONTRACTOR to refine draft EJ Action Plan based on unique needs of the EJ Ad Hoc and the Agency.	\$53,178

Task #	Description	Not to Exceed Amount
5+ 6	Project Oversight and Collaboration with the DISTRICT Core Team + Project Management	\$50,505
7	Create Visionary Document	\$103,464.35
8	EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan	\$76,267.50
9	EJ Policy Ad Hoc In-Person Workshop (May 2024)	\$28,360.82
10	Strategic Plan Coordination Working Sessions	\$4,030.00
11	Facilitation Coordination Meetings	\$21,850.00
12	Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine	\$26,530.00
13	Project Management for Amendment 4	\$14,857.20

**Table 3 - Labor Budget Cost for Tasks 7-13**

Name	Labor Category	Hourly Rate	Est. Hours Task 7	Est. Hours Task 8	Est. Hours Task 9	Est. Hours Task 10	Est. Hours Task 11	Est. Hours Task 12	Est. Hours Task 13	Est. Cost
Vernice Miller-Travis	Executive Vice President	\$400	32.5	28.8	16.5	0	10.75	34.5	1.25	\$49,720.00
Corinne Nakamura-Rybak	Executive Vice President	\$400	67	0	0	0	0	2.5	0	\$27,800.00
Cheryl Little	Executive Vice President	\$400	17	29.75	0	0	0	0	4	\$20,300.00
Sarah Malpass	Senior Director	\$260	86	181.5	68.7	15.5	67.5	35.5	1.5	\$118,612.00
Kristin Gimble	Vice President	\$310	0	18.25	0	0	0	0	0.6	\$5,843.50
Nate Currie	Designer	\$165	88	0	0	0	0	0	0	\$14,520.00
Ginelle Lazo	Senior Associate	\$165	18.7	0	0	0	0	0	3.25	\$3,621.75
Kayla Beard	Associate	\$57	0	0	0	0	0	0	4.2	\$239.40
Carlos Paz Ramos	Project Manager	\$195	0	0	0	0	5	0	58.49	\$11,405.55
TBD	Proofer	\$103	24	0	0	0	0	0	0	\$2,472.00
Estimated		NA	\$14,427	0		0	0	0	0	

Hard Costs for Travel and Design/Illustration**					\$3,899			\$2,500		\$20,826
<b>Amendment 4 Existing Contract Hours / US\$</b>										\$250,430
<b>Amendment 5 Added Hours/US\$</b>										\$24,929.87
<b>Total Hours / US\$</b>			333.2	258.3	85.2	15.5	78.25	72.5	73.29	\$275,359.87

**Total cost of Contract not to exceed \$574,469.**

DRAFT



Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment

# ATTACHMENT C

## Contractor Travel Policy

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

### **GUIDELINES**

#### **Making Travel Arrangements**

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

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

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

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Re-authorize the Climate Registry Sponsorship Contract for United Nations (UN)  
COP29

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to enter into a sponsorship agreement with The Climate Registry in the amount of \$50,000 to support the US sub-national leaders' delegation to attend the United Nations Council of Parties (COP29) meeting in Azerbaijan. The Board of Directors voted to authorize \$50,000 in sponsorship funds for this purpose on September 4, 2024, but the recipient of the sponsorship funding was incorrectly identified as The Climate Reserve. This proposed revised authorization will make clear that the authorized recipient of the sponsorship funding is The Climate Registry.

**BACKGROUND**

On September 4, 2024 the Board of Directors authorized the following:

1. Chair Hurt and Vice Chair Hopkins to travel to Baku, Azerbaijan, to attend the United Nations (UN) Conference of Parties (COP29), taking place from November 11, 2024, to November 22, 2024;
2. Chair Hurt to adjust the specific attendees as the need may arise; and
3. The Executive Officer/APCO to enter into a sponsorship agreement with The Climate Center in the amount of \$50,000 to support the sub-national delegation.

This request incorrectly named the organization the Air District will sponsor for this conference. The September 4 Board memo cited "The Climate Center," which is not the correct name of the organization. The organization staff propose to sponsor is The Climate Registry. Staff recommend that the Board correct the record to clarify that it has authorized a contract with The Climate Registry.

## DISCUSSION

For the last three decades, the UN has brought together almost every country on earth for global climate summits – called COPs – which stands for “Conference of the Parties.” In that time, climate change has gone from being a fringe issue to a global priority. This year will be the 29th summit – giving it the name COP29. This year COP29 takes place in Baku, Azerbaijan, and will run from November 11, 2024 to November 22, 2024.

In addition to the official national delegation led by the United States (US) Administration, there are a number of non-federal delegations that attend from the US each year. The largest non-federal delegation that attends from the US is the “Sub-National Delegation” led jointly by The Climate Registry and the Climate Action Reserve – sister organizations that administer greenhouse gas reporting programs and registries in the US. This delegation includes governors, members of state legislatures, local officials and leaders from business and non-profit organizations. It is this delegation that the Air District representatives would be a part of and sponsor.

### **United Nations Conference of the Parties 29**

More than 190 world leaders will arrive in Azerbaijan to attend COP29. Joining them will be tens of thousands of negotiators, government representatives, businesses, and citizens for ten days of talks. Participation from the Sub-National Delegation includes representatives from the Air District, California Air Resources Board, state legislators, and leading environmental organizations.

COP29 provides a unique and diverse experience for representatives of the Air District to participate in some of the important and consequential discussions surrounding climate change. Attending the COP provides the Air District with exposure to highly relevant information, excellent networking opportunities, and occasion to demonstrate Air District leadership. At previous COPs, common themes from a multitude of topics that inform the Air District’s work have included:

- Innovative financing schemes
- Policy and legislative approaches to create needed infrastructure and programs
- Use of market mechanisms and policy approaches to advance clean technologies
- Discussion of emerging technical and environmental justice issues
- Demonstration of new technologies in all sectors
- Current science and research on GHG sources, impacts, and mitigation
- Public outreach and education with measurable behavior change outcomes
- New types of approaches for doing cost-benefit analysis

## Sponsorship of the “Sub-National Delegation”

This \$50,000 sponsorship entitles the Air District to the following benefits:

- Top priority placement of logo and/or name visibility on delegation materials including website briefing book, reception, and related promotions.
- Access to meeting space amenities.
- Top priority of recognition during events and through social media
- Invitation to reception and briefing.
- Access to “COP Concierge” services and logistical support on the ground.
- “Know Before You Go” Pre-COP virtual briefing.
- Briefing Book: Key information such as maps, key event schedules and list of delegates.
- Invitations to TCR/Reserve events in Baku, such as the Delegate Briefing and North American Climate Leaders Reception.
- Access to photos and other media from the pavilion and TCR Reserve events.
- TCR and Reserve note that sponsorship does not offer special access to attend COP.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this sponsorship in the amount of \$50,000 are included in the Fiscal Year Ending 2025 budget, Program 127.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Abby Young and Lisa Fasano  
Reviewed by: Philip M. Fine

## ATTACHMENTS:

1. Draft Contract No. 2024.185 - The Climate Registry



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**SPONSORSHIP AGREEMENT**

**CONTRACT NO. 2024.185**

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 **The Climate Registry** (REGISTRY), whose address is 600 Wilshire Boulevard, Suite 202, Los Angeles, CA 90017.
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. REGISTRY is a non-profit organization dedicated to empowering organizations to do more in the fight against climate change. REGISTRY seeks DISTRICT sponsorship of **its US subnational leaders' delegation to attend the United Nations Climate Change Conference of the Parties Conference of the Parties** in Baku, Azerbaijan (Event) held November 11, 2024, through November 22, 2024.
  - 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 acquire from REGISTRY certain advertising and promotional benefits as described herein, and REGISTRY desires to provide such benefits to DISTRICT in exchange for DISTRICT sponsorship of the Event in accordance with the terms and provisions of this Agreement.
3. TERM - The term of this Agreement shall be from date of Agreement execution to November 23, 2024 (Term), unless terminated earlier as provided herewith.
4. TERMINATION - Either party may terminate this Agreement upon cancellation of the Event. In the event of such termination, REGISTRY shall refund to DISTRICT any and all payments made by DISTRICT pursuant to this Agreement.
5. ADVERTISING AND PROMOTION - REGISTRY will provide to DISTRICT the advertising and promotional benefits relating to the Event as described in Attachment A attached hereto.
6. FEES AND PAYMENT SCHEDULE - In consideration for REGISTRY providing to DISTRICT the advertising and promotional benefits as described in Attachment A, DISTRICT shall sponsor the Event by paying REGISTRY the amounts described in Attachment B hereto according to the payment schedule described in Attachment B hereto.
7. NON-EXCLUSIVITY - DISTRICT expressly acknowledges that REGISTRY may have other sponsors whose advertising or brands are displayed in connection with REGISTRY activities

sponsored by DISTRICT. DISTRICT expressly agrees that it is not granted any exclusive rights that would in any manner limit the rights of REGISTRY 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 REGISTRY prior to the publication deadline for each REGISTRY publication in which such materials will be published, as long as REGISTRY 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. Notwithstanding anything stated herein, no ownership rights are granted or transferred in connection with either party's use of the other party's name, trade name, trademarks.
10. INDEMNIFICATION
  - A. REGISTRY 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 REGISTRY or its officers, agents, or employees. This provision shall survive the expiration or termination of this Agreement.
11. INSURANCE
  - A. REGISTRY shall maintain the following Event Insurance:
    - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements for any persons employed by REGISTRY 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 for the Event 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 REGISTRY in connection with the Event. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
  - B. Prior to the Event, REGISTRY shall furnish properly-executed certificates of insurance for all required insurance. REGISTRY 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: Viet Tran

TCR: The Climate Registry  
600 Wilshire Boulevard, Suite 202  
Los Angeles, CA 90017  
Attn: Amy Holm

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. AUDIT / INSPECTION OF RECORDS – If this Agreement exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of REGISTRY, 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 Agreement. REGISTRY 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. REGISTRY 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 Agreement.

15. 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.

16. 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.

17. 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.
18. FORCE MAJEURE - Neither DISTRICT nor REGISTRY 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 REGISTRY, 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

24. 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

THE CLIMATE REGISTRY

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

By: \_\_\_\_\_  
Amy Holm  
Executive Director

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

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

Approved as to form:

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

## ATTACHMENT A

### DISTRICT'S ADVERTISING AND PROMOTIONAL BENEFITS

In exchange for DISTRICT'S gold level sponsorship of the Event, REGISTRY will provide DISTRICT the following benefits:

- Top priority placement of logo and/or name visibility on delegation materials including website briefing book, reception, and related promotions;
- Access to meeting space amenities;
- Top priority of recognition during Event and through social media;
- Invitation to reception and briefing;
- Access to Event's "COP Concierge" services and logistical support on the ground;
- "Know Before You Go" Pre-COP virtual briefing;
- Briefing Book: Key information such as maps, key event schedules and list of delegates;
- Invitations to REGISTRY/Climate Action Reserve events in Baku, such as the Delegate Briefing and North American Climate Leaders Reception;
- Access to photos and other media from pavilion and REGISTRY/Climate Action Reserve events; and
- Top priority to reserve networking and meeting space and host virtual presentations.

**ATTACHMENT B**

**SPONSORSHIP FEE AND PAYMENT SCHEDULE**

DISTRICT shall pay REGISTRY the amount of Fifty Thousand Dollars (\$50,000) to sponsor the Event. Payment shall be made within thirty days (30) following execution of this Agreement and submission of an invoice by TCR.

**Total cost of Agreement not to exceed \$50,000.**

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Funding to Support the Bay Area Regional Collaborative (BARC)

RECOMMENDED ACTION

Recommend the Board of Directors consider authorizing the Executive Officer/APCO to execute all necessary agreements with the Metropolitan Transportation Commission (MTC) to fund the Bay Area Regional Collaborative (BARC) for fiscal year ending (FYE) 2025 in an amount not to exceed \$472,954.

BACKGROUND

BARC is a consortium of member agencies that come together to address cross-cutting issues of regional significance, with the goal of improving the quality of life for all Bay Area residents. BARC provides a mechanism through which its member agencies can learn, explore, collaborate, incubate, coordinate, and communicate policies and best practices that agency leadership can decide to advance collectively and singularly. BARC is made up of a Governing Board of member agency commission/board representatives, an Executive Directors Group, and other staff cross-agency work teams.

DISCUSSION

Each year, member agencies determine their annual contributions to support the budget to complete the work plan. The Governing Board then approves the budget.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in the Fiscal Year 2025 Budget under Program 104 - Executive Office.



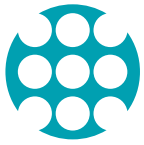
Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Hyacinth Hinojosa

ATTACHMENTS:

1. BARC Draft Fiscal Year 2024-2025 Budget Memo to BARC Governing Board
2. Draft Cooperative Agreement between MTC and Bay Area Air Quality Management District Regarding FY 2024-2025



**Bay Area  
Regional  
Collaborative**

**DATE:** May 17, 2024  
**TO:** BARC Governing Board  
**FROM:** Allison Brooks, BARC Executive Director  
**RE:** *BARC Draft Fiscal Year 2024-2025 Budget*

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The proposed Draft BARC Budget for Fiscal Year 2024-2025 totaling \$1,351,297 is being presented to the BARC Governing Board for approval. Final approval is contingent upon the contributions by Association of Bay Area Governments, Bay Area Air Quality Management District, Metropolitan Transportation Commission, and San Francisco Bay Conservation and Development Commission being approved by their respective approving bodies.

The Draft BARC FY2024-2025 Budget has increased by \$88,991 compared to the FY2023-2024 budget. This change is due largely to cost-of-living adjustments. Staff recommends keeping consultant and general operating expenses consistent with the FY2023-2024 budget. Staff will provide a completed budget vs. actuals report for FY2023-2024 to the BARC Governing Board once those numbers are finalized.

**Bay Area Regional Collaborative (BARC) Draft FY 2023-24 Operating Budget**

**BARC DRAFT FY24-25  
OPERATING BUDGET  
(07/01/24 - 06/30/25)**

		<b>FY24-25</b>	<b>Notes</b>
<b>Staff Costs + Overhead (55%)</b>		\$ 887,637	Executive Director, Program Coordinator, Part-time Admin (2.4 person month)
<b>General Operations</b>		\$ 34,500	Travel, training, printing, membership, events
<b>Consultants</b>		\$ 429,160	Consultant support, communications, website
	<b>TOTAL</b>	<b>\$ 1,351,297</b>	
<b>AGENCY CONTRIBUTIONS</b>			
MTC Total (35% = )		\$472,954.00	
BAAQMD Total (35% = )		\$472,954.00	
ABAG total (15% = )		\$202,695.00	
BCDC Total (15% = )		\$202,695.00	
		<b>\$ 1,351,297</b>	

COOPERATIVE AGREEMENT  
Between METROPOLITAN TRANSPORTATION COMMISSION  
and BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Regarding FY 2024-2025 BAY AREA REGIONAL COLLABORATIVE (BARC) STAFFING AND ORGANIZATIONAL SUPPORT, this Cooperative Agreement is entered as of July 1, 2024, by and between the METROPOLITAN TRANSPORTATION COMMISSION (hereinafter “MTC”) and the BAY AREA AIR QUALITY MANAGEMENT DISTRICT (hereafter “BAAQMD”) collectively referred to herein as “the Parties”.

RECITALS

WHEREAS, MTC and the BAAQMD, as members of the Bay Area Regional Collaborative (BARC) each commit 35% of the total budget for BARC, also known as the Joint Policy Committee (SB849, Torlakson). In addition to MTC and the BAAQMD, BARC also includes as its legislated member agencies the Association of Bay Area Governments (ABAG) and the San Francisco Bay Conservation and Development Commission (BCDC), each contributing 15% towards the total budget for BARC; and WHEREAS, MTC has committed funding of \$472,954 for fiscal year 2024-2025 to fund the BARC Executive Director and a BARC Program Coordinator and some associated costs to support the following activities:

- Working with BAAQMD staff in various capacities on projects and programs aligned with the priorities of BARC member agencies and the Bay Area region as identified by the BARC Governing Board, BARC member agency leadership, and BARC staff.
- BARC staff serves on the Advisory Committee for the Bay Area Regional Climate Action Plan (BARCAP), and the Bay Area Natural and Working Lands Sector Working Group through to the completion of the first-ever regional climate action plan.
- Helping to coordinate effective regional policymaking by promoting cohesive and collaborative relationships among the regional agencies that serve in the BARC consortium, and helping to communicate the joint work program to a larger regional audience.
- Assisting with the coordination and integration of air quality, greenhouse gas reduction, and climate adaptation issues in the next Plan Bay Area and other significant regional planning efforts.
- Working with BAAQMD and MTC/ABAG in addressing the nexus of land use planning, transportation planning, and air quality in vulnerable and disadvantaged communities as directed by Assembly Bill (AB) 617 and MTC/ABAG’s Priority Equity Communities.
- Working with the BARC member agencies to better coordinate capacity-building, community participation, and outreach efforts in the Bay Area’s most vulnerable and disadvantaged communities.
- Assisting the BARC Chair and Vice-Chair in preparing agendas, supporting materials, and minutes for BARC Governing Board meetings.
- Reporting to BAAQMD Board of Directors on BARC activities upon request.

WHEREAS, BAAQMD has committed \$472,954 for fiscal year 2024-2025 for the above stated purpose, with MTC, the Association of Bay Area Governments (ABAG), and the San Francisco Bay Conservation and Development Commission (BCDC) providing additional supporting funds, for a total project budget of \$1,351,297 for fiscal year 2024-2025 (Attachment A) to conduct tasks listed above, in addition to others as directed by the member agencies and the BARC Governing Board.

NOW, THEREFORE, MTC and BAAQMD hereto agree as follows:

1. The BAAQMD agrees to provide MTC with four hundred and seventy-two thousand and nine hundred and fifty- four dollars (\$472,954) within 120 days of the effective date of this Agreement. Payment shall be made to MTC as the address listed below:

Metropolitan Transportation Commission  
Accounting Department  
375 Beale Street, Suite 800  
San Francisco, CA 94105

If there is, for any reason, a lower cost for the Executive Director and Program Coordinator and consultant services than the full budgeted \$1,351,297 for FY 2024-2025, the balance will be carried over to the following fiscal year and the budget for the following fiscal year adjusted accordingly.

2. The parties agree to work cooperatively to provide guidance to the BARC Executive Director through the implementation of the contract period.
3. All notices or other communications to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC:                   Attention: Matt Maloney  
Metropolitan Transportation Commission  
375 Beale Street, Suite 800  
San Francisco, CA 94105

To BAAQMD:           Attention: Gregory Nudd  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

4. This Agreement may only be amended in writing and executed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

METROPOLITAN TRANSPORTATION  
COMMISSION

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

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Andrew Fremier, Executive Director

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Dr. Philip M. Fine, Executive Officer/APCO

DRAFT

BOARD MEETING DATE: November 6, 2024

REPORT: Advisory Council

SYNOPSIS: The Advisory Council (Council) held a meeting on Monday, September 19, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Dr. Gina Solomon, Chair  
Advisory Council

GS:mh

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## **CALL TO ORDER**

### **Roll Call:**

Present: Chairperson Dr. Gina Solomon; Vice Chairperson Dr. Phil Martien; and Members Professor Ann Marie Grover Carlton, Dr. Stephanie Holm, and Professor Michael Kleinman.

Absent: Members Garima Raheja, Dr. Michael Schmeltz, and Board Liaison Davina Hurt.

### **Call to Order**

Chair Solomon called the meeting to order at 9:33 a.m.

*For additional details of the Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.*

## **CONSENT CALENDAR**

### **2. APPROVAL OF THE DRAFT MINUTES OF THE ADVISORY COUNCIL MEETING MINUTES OF JULY 29, 2024**

#### **Public Comments**

No requests received.

#### **Council Comments**

Chair Solomon noted that at the bottom of Page 5 of the Draft Minutes of the Advisory Council Meeting Minutes of July 29, 2024, the acronym "CBAs" is not spelled out.

*Note: The Clerk later noticed that the acronym “CBAs” was spelled out as “Community Benefit Agreement” on Page 4 of the Draft Minutes of the Advisory Council Meeting Minutes of July 29, 2024, so there was no need to amend (correct) the minutes.*

### Council Action

Professor Kleinman made a motion, seconded by Dr. Holm, to **approve** the Draft Minutes of the Advisory Council Meeting Minutes of July 29, 2024; and the motion **carried** by the following vote of the Council:

AYES: Carlton, Holm, Kleinman, Martien, Solomon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Hurt, Raheja, Schmeltz.

### INFORMATIONAL ITEMS

#### 3. **CUMULATIVE IMPACTS ANALYSIS WITHIN AIR DISTRICT POLICY DEVELOPMENT AND PROGRAMS**

Greg Nudd, Deputy Executive Officer of Science and Policy, gave the staff presentation *Cumulative Impacts in Air District Policies and Programs*, including: outline; air quality planning: current regional approach and community-focused approach; California Environmental Quality Act (CEQA) guidance; permits for new and modified facilities; and stationary source regulations.

#### Public Comments

Public comments were given by Ken Szutu, Citizen Air Monitoring Network of Vallejo.

#### Council Comments

Professor Ann Marie Carlton initiated the discussion by asking about the impact of climate change on air quality planning, particularly in light of projections that San Francisco's average temperature could rise by 3 to 5 degrees by 2050. Mr. Nudd replied that this was not yet something the District had fully thought through, but that there were several issues: first, the impact of higher temperatures on vulnerability; second, how the temperature on the hottest days might affect ambient air quality trends, which staff have considered with respect to ozone. He noted that as winters grow warmer, the Bay Area may see changes in Particulate Matter (PM)<sub>2.5</sub> patterns as well.

Vice-Chair Dr. Phil Martien commented that Mr. Nudd had described Rule 11-18 as looking at impacts of toxics from whole facilities. Acknowledging that the rollout of Rule 11-18 has been slow, but that the Air District was taking steps to accelerate it, Dr. Martien suggested that



Council members would benefit from a future discussion on the rule and its status. Chair Solomon agreed, noting it as a priority for future meetings.

Dr. Stephanie Holm inquired whether there were efforts to incorporate cumulative or synergistic effects into the Office of Environmental Health Hazard Assessment (OEHHA)'s health risk assessment methodology. Mr. Nudd replied that to his knowledge, there were none. He added that any changes in the methodology used by the Air District would need to be coordinated through OEHHA, given the statutory requirements. Dr. Holm wondered if it could be communicated that the issue is being considered by the Council.

The discussion then shifted to CEQA. Chair Solomon asked how the Air District's comments and guidance are weighted when local jurisdictions make decisions about project significance, particularly in the context of balancing air quality concerns with statewide housing efforts. Mr. Nudd explained that while the Air District's comment letters are not typically very influential in CEQA processes, its guidance carries significant weight, as local jurisdictions rely on it heavily. However, he acknowledged that the data is less robust for shorter-term, intermittent PM exposures—such as dust from construction sites—leading to challenges in translating engineering analyses of those into meaningful health impact assessments. Mr. Nudd suggested that developing more sophisticated approaches to evaluate short-term exposures could help the District strike a balance between protecting air quality and not exacerbating the Bay Area's housing shortage, especially when considering infill housing that is crucial for regional air quality and climate goals.

Dr. Kleinman inquired whether it might be possible to rank or weight offsets such that reductions in a more impacted area would yield more credit, which might reduce inequities. He also wondered whether offsets retain their value over time. Ms. Leong responded that with regard to location, it was once the case for certain pollutants that offsets were applicable only to projects located where the credits were generated, but that this is no longer the case; however, offsets must still be generated within the Air District's nine-county jurisdiction. Ms. Leong added that offsets are applied on a 1:1.15 basis, not a 1:1 basis, so as to drive down emissions overall; and that staff could look at the possibility of requiring offsets within a certain radius of a source, but a concern is that, since offsets are not necessarily generated near every location, it is possible that applicable offsets might not be available. As to whether offsets retain their value over time, Ms. Leong stated that when they are generated, and when they are used, there is a "reasonably available control technology" (RACT) adjustment, and staff do look at how technology has changed when determining the present value of credits: for example, if credits were generated at some point by not burning fuel oil, then since current rules prohibit that use of fuel oil, those credits' value would today be zero.

Chair Solomon clarified that she understood Dr. Kleinman's comments to be less restrictive, in the sense that they were not about offsets within a certain radius, but about whether offsets within any disadvantaged community might be weighted more heavily. Ms. Leong affirmed that staff could look at the possibility of a higher exchange ratio on that basis. Chair Solomon added that there could be several methods: one could be a higher ratio; another could be a higher value, such that an offset created in a disadvantaged community would be more valuable than an offset created elsewhere. Mr. Nudd stated that if a case could be made for that on a health basis, staff

might be freer to be more stringent than federal requirements in this respect, and affirmed that considering creative ideas to incentivize reductions to come from more desirable locations was helpful.

Vice-Chair Martien remarked that the presentation was helpful in focusing what the Council should be considering. Looking forward to the next meeting, Dr. Martien added, it seemed advisable to developed a draft workplan based on the ideas presented so far, and wondered if the Council would be open to creating a subcommittee to develop it. Chair Solomon expressed support for the idea of a workplan, noting that the current meeting's presentations were helping by providing context, but that the purpose of the next two meetings was to turn back to consideration of a broader framework; she added that it could be compatible with the Brown Act, for a subgroup to bring back a draft framework for consideration at the next meeting, and suggested that this idea be tabled until the end of the present meeting.

Chair Solomon returned to the issue, raised earlier by Dr. Holm, of synergistic effects within significance determinations for air toxics. Chair Solomon remarked that it is a big recommendation to make, and seemed a worthy challenge for the Council, to determine whether there was enough science to support it, and whether it would make sense as a path forward. Chair Solomon expressed interest in seeing the Council reviewing literature and digging further into the issue. Prof Carlton added that this was relevant to the temperature issue raised before, insofar as temperature is well documented as having synergistic effects; she agreed that it would be challenging and might be a place to start. Regarding temperature, Chair Solomon recalled that it was mentioned briefly at the last meeting, in the context of a relevant study on PM<sub>2.5</sub>, and agreed that it could be a great place to start.

#### Council Action

No action taken.

#### **4. CALENVIROSCREEN AT THE AIR DISTRICT**

Dr. David Holstius, Senior Advanced Projects Advisor in the Assessment, Inventory, and Modeling Division, gave the staff presentation *CalEnviroScreen in Air District Policy and Practice*, including: outline, geographic information system (GIS)-based approach; design decisions; notable indicators in other tools; CalEnviroScreen (CES) at the Air District; “overburdened community” designation; incentive projects; place-based tools, designations, and programs; and assessment versus designation.

Dr. Holstius began by explaining the fundamental approach of CES: though often thought of as a geographic tool, it is essentially a spreadsheet-based system that ranks census tracts based on a variety of environmental and population-based indicators. Multiple indicators are first transformed to percentiles by the spreadsheet operator; this standardizes data across indicators, but discards quantitative units. The transformation can obscure meaningful differences between tracts, such that data indicating a factor-of-two difference in real indicator values might be reduced to just a 1% difference in terms of percentiles, and this is known to happen for some Bay Area communities. Dr. Holstius stated that the approach can be helpful for prioritizing areas

most in need of current attention, but it is no longer obvious how to track long-term progress over time, because nothing remains on an absolute scale.

Dr. Holstius identified six key design decisions shared by CES and similar place-based tools, including: spatial scale; set of indicators; how indicators are operationalized; numeric transformations, including percentiles; post-transform weighting; and a reduction method, including the handling of missing data. Dr. Holstius recalled that about ten years prior, Air District staff had developed an interactive tool called "CalEnviroScreen Explorer," which allowed experimentation with some of those design decisions. The tool helped the Air District explore how small changes, such as modifying indicator weights or how missing data is handled, could impact outcomes. Dr. Holstius emphasized a significant learning from that project: it was critical to decide on objective measures of difference between outcomes from Option A and Option B, but arriving at consensus on those measures could be challenging.

In response to a request by the Council from the previous meeting, Dr. Holstius next reviewed additional indicators that are not part of CES [version 4.0] but are found in tools and procedures used by other states to create place-based designations related to cumulative impacts. Such tools were reviewed by Dr. Judy Cutino, the Air District's Health Officer, at the previous meeting.

Turning first to health-related indicators, Dr. Holstius added that operationalization decisions can matter: as proxies for heart disease and asthma, CES uses certain incidence-based measures (emergency room visit rates), while other tools use estimated prevalence rates. Dr. Holstius also emphasized that spatial scale is not truly separable from choices about indicators and their operationalizations. He stated that health indicators, in particular, are typically based on small-area population estimates. When dealing with relatively infrequent health events, which can still be important to public health, the smaller the geographic area, the fewer observations will be available, which increases the noise in the data. Dr. Holstius explained this noise can make it difficult to capture meaningful differences between neighborhoods at scales pertinent to the design and application of certain Air District policies and practices, such as in permitting.

In addition to health indicators, Dr. Holstius discussed indicators relating more directly to the Air District's regulatory scope, or its scope as it may be perceived by the public, beginning with indicators that involve air pollution modeling or proximity-based metrics with large sources, including industrial and waste handling sources, traffic and goods movement corridors, and supporting or related facilities. Finally, Dr. Holstius noted the importance of climate-related indicators such as heat and flooding risks, which also have environmental justice implications.

Turning to applications, Dr. Holstius explained how CES influences or contributes to three main areas of work at the Air District: designating areas; characterizing local conditions; and assessing programmatic investments. Using the permitting process as an example, Dr. Holstius explained how staff have designated certain places as "Overburdened Communities." The process involved choosing a specific threshold and then applying a spatial buffer of 1,000 ft to the Census tracts that scored above that threshold. The District now applies stricter cancer risk limits to permits issued to sources located in these designated areas. It also enhances fees and noticing requirements for such projects. As a second example, Dr. Holstius described how CES-based designations shape funding eligibility for incentive programs, as well as prioritization and award

amounts. He also indicated that they also influence marketing and outreach, and may be used to set goals by various programs, which may be a requirement for some State programs.

Before closing, Dr. Holstius discussed the complex landscape of place-based designations and tools now relevant to Air District work, explaining that the field is not static and that many are simultaneously in use. To illustrate, he showed a flow chart connecting various place-based programs and designations that influence a dozen example programs.

Noting the persistence of history, Dr. Holstius said that before CES, the Air District used its own place-based designation system under its Community Air Risk Evaluation (CARE) program. While CES has largely replaced CARE in terms of guiding resource allocation and policy focus, legacy CARE communities are still tied to some current incentive programs.

Emphasizing a distinction between tools and designations, Dr. Holstius compared the Air District's "Assembly Bill (AB) 617 Communities" to the "Overburdened Communities." Both are traceable in some way to CES, but the former has been refined with local knowledge and a participatory process. That process involves community-led partnerships that can and do consider CES, but also bring many other considerations to bear. A key tradeoff is that, to date, the AB 617 Communities designation comprises a much smaller number of tracts.

Finally, Dr. Holstius drew attention to the various manners in which additional designations can be layered on top of designations traceable to CES, creating new composite designations. He offered the "California Climate Investment Priority Populations" designation scheme as a good example: this designation also references a map of tribal lands, as well as a third map based on an operationalization of poverty different from the one that is represented as a layer in CES. Dr. Holstius noted that these maps of tribal lands and poverty were not inserted as additional layers into CES; that would not have as much of an effect, and would have been less predictable than the approach taken, which was simply to union the CES-based product with the other two.

Dr. Holstius concluded by suggesting that, over time, as additional layers of data, priorities, and policies have been incorporated, the system shows evidence of becoming more nuanced and more complicated; and that the Council could consider balancing the need for specificity in targeting areas for intervention with the overall complexity that results from tailoring tools like CES, or place-based designations that depend on those tools, for specific policy goals.

### Public Comments

Public comments were given by Ken Szutu, Citizen Air Monitoring Network of Vallejo.

### Council Comments

Dr. Holm requested clarification regarding the consistency of the use of CES across the Air District, for example whether it was being used more or less frequently by different programs. Mr. Nudd responded that it varies by program but is largely consistent. In the case of permits, it is used all the time, at the time of permit applications. In the case of incentive programs, there is a bit of analysis after the fact, in terms of analyzing where funds have gone, and how much has

fallen into communities of concern, but it is used consistently in terms of outreach and looking for opportunities in those communities. Dr. Holm clarified that she was wondering whether one could identify programmatic areas where CES was not yet being used, as a way to increase consideration of cumulative impacts.

Prof. Kleinman inquired whether anyone had tested the sensitivity of the results of CES to the various “degrees of freedom” discussed in the presentation, in particular which might have the greatest effect, or whether adding another degree of freedom might improve the discrimination factor. Dr. Holstius responded that there have been a handful of papers limited to a few of those questions: for example, adding a race/ethnicity layer to CES and then assessing the change. He was unaware of anything that had systematically compared multiple degrees of freedom. He remarked that it is necessary to decide on a summary measure of difference—is it just the number of tracts that agree with the previous option, or is there a measure of “better” or “worse”? Chair Solomon added that, while OEHHA was developing CES, a fair amount of that was done internally; CES 1.0 originally included race/ethnicity, which was removed in version 1.1; indicators for “old” and “young” were originally separate but later combined, then jettisoned in v3.0; most recently lead [Pb], and other indicators, have been added; and that one can compare the resulting maps, but that there are not large changes, or high sensitivity to adding or removing an indicator.

Chair Solomon added that a key issue was identified in the presentation: namely, that percentile transforms matter; the 98th and 99th percentile tracts can be quite different, in terms of the absolute burdens, than those in the 70th percentile.

Prof. Carlton commented that while a Census tract represents where people live, exposure can be different when there is substantial mobility (e.g., where people work differs a lot), and that statewide, the worst PM<sub>2.5</sub> is typically found where farmers or dockworkers labor outside; at the same time, adding an indicator to represent that specifically may not particularly help, if, as remarked earlier, the tool’s output is not particularly sensitive to small changes in the set of indicators.

Chair Solomon opened the discussion by remarking that there had been discussions about a “regional CalEnviroScreen”—same structure, same spreadsheet and indicators, but doing the scoring within a specific region alone—and wondered if the Air District had explored that for the Bay Area. Mr. Nudd replied that staff have not looked at that specifically, but that it is interesting to consider what adjustments to CES would look like. Further, he stated, if staff should expand the use of CES, it seemed that it could be appropriate for the map to look different, and that could be appropriate to discuss not only with the Advisory Council but with community partners as well. Chair Solomon ventured that a Bay Area edition of CES might sort out essentially in the same way that the tracts already do. Mr. Nudd remarked that, as Dr. Holstius said, there is a question about how many tracts should be designated, and in addition, community representatives should be looking at the map in order to flag any places that might not be included but should be.

Vice-Chair Martien reflected on two things he had struggled with, not only in terms of CES but in terms of any similar screening tool: it is challenging to define what exactly is to be identified (e.g., outside worker exposures), but more broadly, it is also challenging to define the reference

or “touchstone” by which one can tell that the tool has improved. The closest thing that there is, Dr. Martien reflected, was what Mr. Nudd had remarked on: namely, vetting by community groups. Still, he reflected, this is an imperfect measure, since some communities are relatively more vocal. Dr. Martien stated that he found comfort in the fact that many tools appear to identify essential similar sets of Census tracts, and therefore, whether the set of indicators is scoped narrowly to air quality, or much broader, there is expected to be a great deal of overlap; still, there are many edge cases where there is uncertainty, and it is not clear how to tell what map is an improvement over another, but that it is important to have a way of doing so.

Vice-Chair Martien additionally remarked on the issue of complexity, represented by the flowchart slide. As the Council considers what to do, he urged, it would be well for members understand how things are being used now, and ask whether things can be simplified, or at least not made more complicated.

Chair Solomon turned to the consideration of indicators, especially those that are not currently included in CES. Some, she remarked, were previously included but removed; others are covered indirectly—for example, prevalence versus incidence of coronary heart disease or asthma, as alluded to by Dr. Holstius. Therefore, it seemed unlikely to Chair Solomon that small changes to the set of indicators would yield a remarkably different result. With regard to air toxics and emission sources, Chair Solomon added that air quality is weighted fairly heavily by CES, which happens to be good for present purposes, and while it would be possible to add more air quality indicators, or indicators for certain source types, it would be surprising to see much change, as the relevant communities (places) already seem to be included. Chair Solomon concluded that the presentation had given her comfort, in terms of not missing anything of major importance. Dr. Solomon added that the multiplicative operation used to summarize results was appealing, insofar as it represents an expert understanding of synergistic effects, and embeds, in the model itself, the understanding of OEHHA that the overall data suggest that interactions between pollution burden and population characteristics are multiplicative, rather than additive.

Dr. Fine praised the discussion, and then clarified that in CES the multiplication step multiplies rankings, rather than risks, so there may be an opportunity for improvement in that detail. Dr. Fine added that implementing a “Bay Area CalEnviroScreen” might actually reorder some tracts in the Bay Area, given that the percentiles of different indicators might change; yet, to Dr. Martien’s point, there seems to be nothing that can be done that would change the map drastically. Therefore, there are some applications where it seems mapping is an appropriate approach; for others, it may be possible to go beyond dichotomous designations, having for example some gradient or tiers, or some more case-by-case dives into health indicators of concern, and cumulative effects of other factors. Dr. Fine summarized his questions as “Is mapping as far as we go? Has mapping gone as far as it can go? And is there anything beyond that?”

Prof. Kleinman remarked that cancer risk is mainly reflected by the diesel PM indicator, and yet there are many other substances that would not be captured by that, that might affect certain communities differentially. Therefore, he asked, is there any merit to adding weight to some other carcinogens, that might have localized effects? Dr. Fine responded that this is one way in which drilling down in certain parts of the Bay Area could be helpful; while CalEnviroScreen

needs statewide-consistent data, the South Coast Air Quality Management District (SCAQMD), San Joaquin Valley Air Pollution Control District (SJVAPCD) and Bay Area Air Quality Management District (BAAQMD) have done more work than other Air Districts on characterizing toxic air contaminants (TACs), which are not accounted for to that level of detail in CES. Dr. Fine elaborated that while diesel is still driving [cancer risk], it is also true that because of some changes in risk numbers around ethylene oxide, hexavalent chromium, and even benzene, it is known that there are areas where the risk from other localized TACs can exceed that from diesel PM.

Dr. Fine pointed out that this recalled one of Mr. Nudd's original points around air quality planning and modeling, namely that staff can do some air toxics modeling and consider how it might relate to the CES mapping. Dr. Holm invited Dr. Fine to elaborate on how that might differ from the "toxic release" indicator layer featured in CES, acknowledging that the latter is relatively crude. Dr. Fine clarified that the CES layer is multi-media, which is good for cumulative impacts, but that he was referring to modeling air pollution. Dr. Fine added that the Air District's emission inventory data is expected to be more refined than that found in that layer, which is based on US Environmental Protection Agency's (EPA's) data. Dr. Fine again asked how much it would change the map, but that it might be worth doing the exercise. Chair Solomon suggested that it might not be much to work to swap out the air toxics layer and re-run the tool for Bay Area tracts alone; but, though the result might be interesting to see, wondered what kind of action should follow from that, given some of the issues raised in the slide that depicted the multiple tools, designations, and programs in whether it might be advantageous simply to remain with CES, to keep things from getting vastly more complicated; but for the Advisory Council, doing that sensitivity analysis could still be useful. Dr. Holm expressed support for this, especially if the expectation is that staff's air toxics data are not well aligned with the corresponding information in CES.

Mr. Nudd recommended the approach of, as part of staff's more community-focused air quality planning, that staff update their air toxics monitoring; air toxics monitoring if fairly detailed is better for West Oakland, Richmond, and East Oakland, but regionally the exercise has not yet been done for a few years. Mr. Nudd added that it would be a good idea to address ethylene oxide, insofar as that could overturn a lot of understandings about what is driving toxic risk. However, Mr. Nudd clarified, all told this would be several years' worth of work, so he would not recommend putting that work on the critical path, so as to be able to move forward on policy changes that are supported by the current evidence, and not become mired in "analysis paralysis," while staff continue to refine tools and approaches over time. Dr. Fine expanded on this, remarking that the Advisory Council does not necessarily need to see results from a methodology to weigh in on the types of methodologies that staff ought to consider; if, for instance, CES is one layer, plus improved regional air toxics modeling as an overlay on top of that, then that is an approach for the Council to consider, which staff can consider in planning, and will likely pursue in any case as part of planning; that is, to bring in toxics risk and toxics exposure along with traditional PM<sub>2.5</sub> exposure and ozone exposure.

#### Council Action

No action taken.

5. **ENVIRONMENTAL BENEFITS MAPPING AND ANALYSIS PROGRAM – COMMUNITY EDITION (BENMAP - CE) IN AIR DISTRICT POLICY AND PRACTICE**

Dr. Holstius gave the staff presentation *BenMAP-CE in Air District Policy and Practice*, including: outline; extreme application; simulation-based approach; BenMAP-CE at the Air District; multi-pollutant BenMAP-CE; multi-pollutant versus single-pollutant; multi-pollutant caveats; and non-chemical stressors.

Dr. Holstius recalled a key statement by Dr. Fine from a previous meeting: that the Air District aims to be able to assess the health benefits of actions to reduce emissions and exposures, and that this requires consideration of cumulative impacts. The Air District currently uses the Environmental Benefits Mapping and Analysis Platform, Community Edition (BenMAP-CE), an open-source computer program developed by US EPA to estimate the number and economic value of air pollution-related deaths and illnesses.

Dr. Holstius provided an example from the Air District’s recent work on Regulation 6, Rule 5, which addresses PM emissions from fluid catalytic cracking units at Bay Area refineries. BenMAP was used to model air quality impacts, estimating health outcomes like premature mortality and asthma exacerbations based on exposure to PM<sub>2.5</sub>. Staff also analyzed racial and ethnic disparities in long-term PM<sub>2.5</sub> exposure attributed to these modeled sources.

Dr. Holstius identified five key design decisions in applications of BenMAP-CE: spatial scale; extent of study area / population coverage; set of health impact functions (HIFs); economic valuation approaches; and levels and dimensions of analyses of variation. Regarding spatial scale, Dr. Holstius explained that BenMAP performs intermediate calculations at a very fine spatial scale, from modeled air quality impacts at a kilometer scale or less, and population at a Census block level (roughly 100 residents per block), where each block typically contains around 100 residents. He noted that this helped to capture correlations at fine spatial scales. However, Dr. Holstius emphasized that aggregation before reporting was warranted to mitigate against noise and uncertainty inherent in small-area health and demographic data. Dr. Holstius mentioned that while it may be difficult to determine a bright line for a “large enough” scale of aggregation, staff had consulted with BenMAP experts and developers at US EPA, and that the total study area population in this case, which was approximately 1 million residents, was deemed sufficiently large.

Dr. Holstius explained that BenMAP employs HIFs, derived from well-regarded epidemiological studies, to estimate health impacts from modeled population exposures. Dr. Holstius noted that the Air District supplements EPA’s default HIFs with a California-specific HIF for mortality and an HIF for mortality based on a meta-review, but acknowledged that not all health outcomes of local concern are well-represented in the literature, limiting their inclusion.

Turning to equity, Dr. Holstius explained that BenMAP focuses on estimating net impacts for the overall population within a study area. However, the Air District also analyzes variation in modeled annual average exposure levels by race and ethnicity. He stated that the Air District is seeking guidance on how best to assess patterns of inequity, noting that findings can vary



according to the spatial scale of the analysis, and may even indicate a different “most exposed” group depending on whether the analysis is at a regional level or a county level. This poses a significant challenge in communicating and addressing environmental justice concerns analytically.

Dr. Holstius mentioned BenMAP’s role in past efforts like the CARE program, which was mentioned in the previous agenda item. He emphasized that BenMAP is now primarily used for large-scale public health assessments, supplementing the Air District’s broader rule development and environmental justice efforts with additional information.

Dr. Holstius recalled a remark by Board Chair Hurt at the previous meeting, to the effect that the relationship between science and environmental justice may sometimes be perceived, or cast, as oppositional. Dr. Holstius suggested that the Council might wish to consider the dual values of reducing uncertainty and increasing representation of disadvantaged groups. He explained that these values bear on several degrees of freedom in the approach, including the spatial scale, the minimum extent of a study area or population, and the scope of HIFs considered appropriate for modeling.

The discussion then shifted to BenMAP’s potential for analyzing multi-pollutant impacts. Dr. Holstius summarized results from a proof-of-concept study recommended by the Council, which used a customized version of BenMAP to model the effects of criteria pollutant mixtures. The study was scoped to a 15-year rollback of historical levels in the Atlanta area, and used asthma emergency department visit rates as the outcome measure. For most of the mixtures and seasons that it considered, summing the health impacts of pollutants modeled individually resulted in higher net estimates of health impacts. Modeling pollutants jointly also produced wider confidence intervals, reflecting greater statistical uncertainty.

Dr. Holstius closed by mentioning two key caveats documented by the study authors: first, that such analyses require detailed input data not commonly reported in epidemiological studies; and second, that in addition to introducing greater statistical uncertainty, an element of scientific uncertainty is also introduced, insofar as the conclusions about the strength of causal relationships involving mixtures of stressors may not yet be as well substantiated as those for causal relationships involving single pollutants. As such, Dr. Holstius explained, the study authors emphasized a need for policymakers to consider the value of information gained, given the extra effort required.

#### Public Comments

No requests received.

#### Council Comments

Vice-Chair Martien requested confirmation that the figure on slide 7 indicated that the “sum of single pollutants” results were generally as large or larger than the “joint effects” results. Dr. Holstius confirmed this.

Prof Kleinman remarked that BenMAP essentially assumes a linear dose-response, and does not take into account nonlinearities, such as cases where a time-varying dose rate (lower, then higher) has more of an impact than a constant dose rate, holding the total dose constant. He suggested that multiple pollutants acting on the same receptors or health endpoint might have such an effect. Prof Kleinman continued that some other extrinsic factors, such as stress or temperature, may alter metabolism or total response to some inhaled pollutant, which would be important to factor in.

Vice-Chair Martien reflected on the study's usefulness but wondered whether its findings warranted incorporating multi-pollutant modeling into the Air District's work process, and posed the question to staff. Dr. Holstius responded that for this particular scope, it did not seem like it would add much, given the level of effort required. Dr. Holstius offered that there were aspects of BenMAP applications where additional effort might be more helpful. He recalled Prof. Kleinman's comments, and pointed out that although the relative risk yields a nearly linear dose-response for small effect sizes, the baseline rate matters a great deal to BenMAP's calculations. As an example, Dr. Holstius stated, the all-cause mortality rate for African-Americans in San Francisco is essentially double that of the regional average for all groups; there are many causes of that, and to use that rate is to reflect those causes, not explicitly, but implicitly. Dr. Holstius emphasized that the tradeoffs imposed by a finite data budget make it important to consider priorities in terms of seeking additional spatial resolution versus disaggregating by race/ethnicity. Vice-Chair Martien agreed that disaggregated data might be helpful not only for BenMAP applications, but for understanding the variability that is seen in terms of health impacts by race and ethnicity, in the context of broader applications, and that further exploration of that could be interesting.

Dr. Holm returned to the issue of long-term versus short-term exposure patterns, emphasizing the lack of information concerning the situation that Prof Kleinman had noted, where the total exposure may be the same but the temporal profile differs. Dr. Holm wondered whether the relatively dense deployment of low-cost sensors in the Bay Area might offer ways to observe "spikes" in exposures, or a general pattern of higher short-term temporal variability, within more-impacted areas such as neighborhoods large industrial facilities.

Chair Solomon suggested that while the BenMAP study did not find much, there were still advantages to thinking further about that approach. She indicated that something might be found by examining a different location, or a different set of stressors, and if it were, BenMAP represented a well-accepted foundation for regulatory applications. Recognizing the time and effort needed, Chair Solomon suggested developing a Bay Area case study examining interactions between non-chemical stressors and PM<sub>2.5</sub>.

Prof. Carlton recalled an earlier comment on temperature, and wondered to what extent there was a responsibility to assess the effectiveness of current policy or past policy, versus forecasting to protect human health in the future. Prof. Carlton elaborated that to understand the response to an engineering intervention is fairly straightforward, but changes in human activity, and second-order changes, are harder to forecast. She agreed that the study proposed by Dr. Solomon had value, but that it could be advisable to first consider to what degree the goal involves forecasting the future.

Vice-Chair Martien pointed out that a suitable epidemiologic study would be needed, to support such a [Bay Area] case study. Chair Solomon clarified that there was a question about whether such an epidemiologic study would need to be geographically specific to the Bay Area, and if so, that would be a significant challenge; but there was a possibility of identifying an epidemiologic study that had observed a population elsewhere, that was otherwise scoped to the issues with which the Council and/or staff were concerned. Dr. Solomon indicated there would be a need to review a set of studies, and ascertain whether they met suitable criteria in terms of reliability, outcome measures, and exposure measures; that there are in fact studies that have looked at heat, socioeconomic factors, and race/ethnicity, etc.; and that a next step would be to have a closer look at several such studies, followed by a discussion to weigh the pros and cons of selecting any in particular.

Summarizing the interests expressed by Council members, Chair Solomon stated that the Council had expressed interest in a presentation at a future meeting on Rule 11-18, as well as a much longer-term project that the Air District might pursue regarding TACs, including the generation of a map layer for TACs, incorporating the newest cancer risk factors, including for ethylene oxide. Chair Solomon added that the Council was also interested in advancing the potential of a BenMAP-CE analysis involving interactive effects, that would be in some ways a replication of the Atlanta study, but scoped to the Bay Area, and addressing cumulative impacts from social and economic stressors, or potentially heat, rather than from only air pollutants. Finally, Chair Solomon recalled Vice-Chair Martien's suggestion to have a subgroup of Council members work between Council meetings to come back with concrete proposals for the entire Council to discuss. Vice-Chair Martien volunteered to lead such a subgroup. Chair Solomon looked to other Council members to express any interest they had in participating, noting that several members were not present and would need to be made aware. Chair Solomon looked for clarification as to the maximum number of participants that could meet without Brown Act concerns. Staff clarified that four would be a sub-quorum, but that three would be more customary for a small group, and advised the Council not to form that group at the present meeting.

#### Council Action

No action taken.

#### OTHER BUSINESS

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

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

- On September 4, 2024, the Air District's Board of Directors approved the [2024-2029 Strategic Plan](#) for implementation.
- The Air District will arrange for the Advisory Council and Community Advisory Council to have a joint meeting or interaction, as the Advisory Council seeks the input of the Community Advisory Council regarding cumulative impacts

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

No requests received.

8. **COUNCIL MEMBER COMMENTS**

None.

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

Thursday, October 30, 2024, at 9:30 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Advisory Council members and members of the public will be able to either join in-person or via webcast.

**Adjournment**

The meeting was adjourned at 11:46 a.m.

**Attachments**

#2 – Draft Minutes Of The Advisory Council Meeting Of July 29, 2024

#3 – Cumulative Impacts Analysis Within Air District Policy Development And Programs

#4 – CalEnviroScreen At The Air District

#5 – Environmental Benefits Mapping And Analysis Program – Community Edition (Benmap - Ce) In Air District Policy And Practice

BOARD MEETING DATE: November 6, 2024

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, October 9, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Mark Ross, Vice Chair  
Stationary Source Committee

MR:mh

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### **CALL TO ORDER**

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Vice Chairperson Ross; and Director Ken Carlson.

Present, In-Person (Office of Contra Costa County Supervisor John Gioia, 11780 San Pablo Ave., Suite D Conference Room, El Cerrito, CA 94530): Directors Gabe Quinto and Steve Young.

Present, In-Person (City of Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, CA 94301): Director Vicki Veenker.

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

Absent: Director John Gioia and Lynda Hopkins.

Stationary Source Committee (Committee) Vice Chairperson, Mark Ross, called the meeting to order at 10:00 a.m.

*For additional details of the Stationary Source Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

### **CONSENT CALENDAR**

- 3. APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF SEPTEMBER 11, 2024**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Carlson made a motion, seconded by Director Lee, to **approve** the Draft Minutes of the Stationary Source Committee meeting of September 11, 2024; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Lee, Quinto, Ross, Veenker, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Gioia, Hopkins.

**INFORMATIONAL ITEMS**

**4. UPDATE ON FUGITIVE DUST RULEMAKING EFFORTS**

Eric Lara, Senior Air Quality Specialist, gave the staff presentation *Update on Fugitive Dust Rule Amendment Effort*, including: requested action; outcome; outline; fugitive dust background; sources of fugitive dust; recap of white paper; fugitive dust rules background; recap of white paper findings; project status overview; scope and focus of rule amendment concepts; scale and types of sites in the Bay Area; operations and activities of concern; and next steps and milestones.

Public Comments

Public comments were given by Heidi Taylor; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Sarah Chen Small, Communities for a Better Environment.

Committee Comments

The Committee and staff discussed the criteria used to identify potential fugitive dust sources from agricultural operations in the Bay Area, and whether agricultural activities should be regulated by the Air District; concern that “wetting” air pollution control technologies will impact water conservation; the need to protect the public from construction projects (large and small); the extent to which fugitive dust rulemakings will affect smaller sites and housing projects; and updated test methods to better assess compliance.

Committee Action

No action taken.

**5. BRIEFING ON RULEMAKING OPPORTUNITIES FOR PUBLICLY-OWNED TREATMENT WORKS (POTW)**

Christopher Easter, Senior Air Quality Specialist, gave the staff presentation *Update on Publicly-Owned Treatment Works White Paper Analysis*, including: outline; source description; example POTW; dry anaerobic digester facility; drivers for white paper efforts; white paper development; Air District rules applicable to POTWs; regulatory landscape – other jurisdictions; methane emissions variance (bottom-up versus top-down); Senate Bill (SB) 1383 – Greenhouse gas (GHG) emissions reduction challenges; data gaps; and POTW white paper process.

Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Lorien Fono, Bay Area Clean Water Agencies.

Committee Comments

The Committee and staff discussed technologies to reduce the formation of methane and odors biologically; whether any POTWs located within the Bay Area are the source of numerous complaints and whether methane emissions outweigh those of other sources (hydrogen sulfide, odors, or volatile organic compounds).

Committee Action

No action taken.

**OTHER BUSINESS**

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

No requests received.

**7. COMMITTEE MEMBER COMMENTS**

None.

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

Wednesday, November 13, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source Committee members and members of the public will be able to either join in-person or via webcast.

**Adjournment**

The meeting was adjourned at 10:58 a.m.

**Attachments**

#3 – Draft Minutes of the Stationary Source Committee Meeting of September 11, 2024

#4 – Update on Fugitive Dust Rulemaking Efforts

#5 – Briefing On Rulemaking Opportunities For Publicly-Owned Treatment Works (POTW)



BOARD MEETING DATE: November 6, 2024

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, October 9, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

John Gioia, Chair  
Community Equity, Health, and Justice Committee

JG:mh

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**Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Vice Chairperson Noelia Corzo; and Directors Mark Salinas and Shamann Walton.

Present, In-Person (Cambria Pines Lodge, Sycamore Conference Room, 2905 Burton Dr., Cambria, CA, 93428): Chairperson John Gioia.

Absent: Director Joelle Gallagher.

**Call to Order**

Community Equity, Health, and Justice Committee (Committee) Chairperson, John Gioia, called the meeting to order at 1:02 p.m. General Counsel, Alexander Crockett, announced that due to a problem with the Air District's agenda production system, Agenda Item #7, Public Comment on Non-Agenda Matters, was inadvertently not printed on the agenda. However, the Air District allowed public comments on items *not* on the agenda, immediately following Item 6, called by the Chairperson.

*For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. **APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF SEPTEMBER 11, 2024**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Vice Chair Corzo made a motion, seconded by Director Walton, to **approve** the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of September 11, 2024; and the motion **carried** by the following vote of the Committee:

AYES:	Corzo, Gioia, Salinas, Walton.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Gallagher.

## ACTION ITEM

### 4. **APPOINTMENT OF NEW COMMUNITY ADVISORY COUNCIL (CAC) MEMBER**

CAC Council Member, Kevin Ruano Hernandez, gave the presentation *Community Advisory Council Recommendation for New CAC Member*, including: outcome; outline; requested action; creation of Member Selection Ad Hoc Committee; prior to first meeting; outreach; and selected applicant.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed the number of years of a CAC member's term of office.

#### Committee Action

Director Walton made a motion, seconded by Director Salinas, to recommend the Board appoints Cynthia Prieto-Diaz to the vacant Alameda County CAC seat; and the motion **carried** by the following vote of the Committee:

AYES: Corzo, Gioia, Salinas, Walton.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Gallagher.

## INFORMATIONAL ITEMS

### 5. **FIFTH YEAR ANNUAL REPORT ON OWNING OUR AIR: THE WEST OAKLAND COMMUNITY ACTION PLAN (WOCAP)**

Alicia Parker, Principal Planner, and community partners from West Oakland Environmental Indicators Project, gave the presentation *Fifth Year Annual Report on Owing Our Air: The West Oakland Community Action Plan (WOCAP)*, including: outline; background on WOCAP quick facts; emissions reduction highlights: significant reductions in diesel Particulate Matter (DPM), DPM reductions, Fine PM<sub>2.5</sub> reductions; emissions reduction grants – investment summary; enforcement progress over five years; community description update – demographic and economic indicators, health indicators; strategy evaluation summary; next steps; acknowledgements; community perspective; Schnitzer Steel – clean up or get out; metal shredding bill – Assembly Bill (AB) 1234; West Oakland Environmental Indicators Project (WOEIP)-led strategy implementation progress; WOEIP strategy revisions; and WOEIP meetings.

#### Public Comments

Public comments were given by LaDonna Williams, All Positives Possible.

#### Committee Comments

The Committee and staff discussed shore power regulations for ocean-going vessels by the California Air Resources Board; the source of the health data used in the report, particularly regarding asthma rates; the fact that, from June through August 2024, the Air District and WOEIP led the WOCAP Community Steering Committee (CSC) through a review of 29 of the 108 proposed strategies to improve local air quality and health in West Oakland that had not yet made progress, and recommend that 10 strategies be closed out; examples of strategies that are being recommended to be closed out; examples of strategies that have been revised; and why the implementation for certain strategies has not yet begun.

#### Committee Action

No action taken.

6. **PROPOSED ORGANIZATIONAL RESTRUCTURE OF AIR DISTRICT EQUITY AND COMMUNITY PROGRAMS**

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, gave the staff presentation *Proposed Organizational Restructure of Air District Equity and Community Programs*, including: outcome; outline; requested action; background; Community Investment Office; Office of Civil Rights; Environmental Justice Division; Environmental Justice Specialist Program; and Equity & Community programs organizational restructure.

Public Comments

Public comments were given by Y’Anad Burrell, Richmond Area Path to Clean Air CSC; LaDonna Williams, All Positives Possible; Kevin Ruano-Hernandez, CAC; and Ken Szutu, CAC.

Committee Comments

The Committee and staff discussed the use of penalty funds from the newly Board-approved Community Benefits Penalty Funds Policy in May 2024, which directs a significant portion of penalty funds to the communities most impacted by air quality violations (the funds are to be reinvested in local projects specifically designed to reduce pollution and enhance public health in the impacted areas); how Air District staff will address language access needs regarding this issue; the Air District’s fining of the Marathon Martinez Refinery (operated by Marathon subsidiary Tesoro Refining & Marketing Company LLC), for air quality violations, based on the Community Benefits Penalty Funds Policy; the proposed physical locations of the new Office of Civil Rights and Community Investments Office; the suggestion of creating a mobile unit office that can travel throughout the Bay Area; the anticipated timeline for transition into the creation of these offices; an example of an affirmative approach to civil rights within Office of Civil Rights; the status of the penalty for an incident that occurred in San Bruno that is currently being investigated by Air District staff; and when Air District staff plans to update the Board on the \$20M Richmond Community Air Quality Fund.

Committee Action

No action taken.

**OTHER BUSINESS**

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

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County; and LaDonna Williams, All Positives Possible.

8. **COMMITTEE MEMBER COMMENTS**

None.

9. **REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS**

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, announced the following:

- The Air District is announcing the availability of \$1.5 million through Cycle 2 of the James Cary Smith Community Grant Program for community groups, neighborhood associations, and nonprofits to participate in decisions that impact their environment and health.
- A document of the CAC’s Environmental Justice Policy Ad Hoc Committee, entitled *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*, centering on environmental justice in the Air District’s Strategic Plan, and proposing specific recommendations and priorities. Suggestions for changes from the public and from the CAC will be considered for inclusion into the final version of the document. A final version will be presented to the CAC in November for a vote to consider its adoption as a CAC approved document. CAC EJ Policy Ad Hoc Committee members will continue to meet with Air District staff over Fall 2024 on the development of detailed and measurable implemental activities for three priority topic areas: data collection and usage, permitting, and enforcement.

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

Wednesday, November 13, 2024, 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 2:37 p.m.

**Attachments**

- #3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of September 11, 2024
- #4 – Appointment Of New Community Advisory Council (CAC) Member
- #5 – Fifth Year Annual Report On *Owning Our Air: The West Oakland Community Action Plan* (WOCAP)
- #6 – Proposed Organizational Restructure Of Air District Equity And Community Programs

BOARD MEETING DATE: November 6, 2024

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee (Committee) held a meeting on Wednesday, October 16, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Davina Hurt, Chair  
Finance and Administration Committee

DH:mh

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### **Committee Members**

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Committee Chairperson Davina Hurt; and Directors Juan González III, Tyrone Jue, and Katie Rice.

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

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): Director Mark Ross.

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

Absent: Directors Margaret Abe-Koga and Ray Mueller.

#### **Call to Order**

Finance and Administration Committee (Committee) Chairperson, Davina Hurt, 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, which can be found here. Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. **APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF SEPTEMBER 18, 2024**

The Committee approved the Draft Minutes of the Finance and Administration Committee Meeting of September 18, 2024.

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director González made a motion, seconded by Director Haubert to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of September 18, 2024; and the motion **carried** by the following vote of the Committee:

AYES:	González, Haubert, Hopkins, Hurt, Jue, Rice, Ross.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Abe-Koga, Mueller.

## INFORMATIONAL ITEM

### 4. **UPDATE ON THE CORRECTIVE ACTION PLAN TO IMPLEMENT RECOMMENDATIONS FROM THE ENGINEERING PERFORMANCE AUDIT**

Pamela Leong, Engineering Division Director, gave the staff presentation *Update on the Corrective Action Plan to Implement Recommendations from the Engineering Performance Audit*, including: outcome; outline; Engineering audit findings and recommendations; Corrective Action Plan (Phases); progress: key achievements, long-term; Action Plan status: timeliness/backlog, tracking of permit process and bottlenecks, tracking of management time; tracking of accounts; resource management staffing and workload; cost recovery; transition to Strategic Plan; highlight; reporting metrics and tools for the public; and next steps.

#### Public Comments

Public comments were given by Kevin Buchan, Western States Petroleum Association.

#### Committee Comments

The Committee and staff discussed the request for a table listing the status of each corrective action; whether the time it takes for the Air District and a permit applicant to correspond over an

incomplete permit application skews the average permit processing amount of time, and whether those communications are public; ways to safeguard against each party losing track of the status of a permit application; whether streamlining the permitting process will be perceived as sacrificing quality or protection, and what the proposed streamlining was intended to do; the anticipated timeline for updating the New Production System, and reasons for delay; whether the Air District’s permitting backlog is due to a lack of resources, a process issue, or both; lessons learned that may be useful to apply to the broader agency’s processes; whether the Air District is able to level set with permit applicants at the beginning of the permit application process, regarding the anticipated amount of costs and time expectations, depending on the level of the permit’s complexity; how the Air District plans to obtain feedback from the public and stakeholders on this issue; Permit Applications Received data on the Air District’s website (accessible to the public), and whether the Air District currently offers a public-facing dashboard; and the request for defining the term “backlog.”

Committee Action

No action taken.

**OTHER BUSINESS**

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

No requests received.

**6. COMMITTEE MEMBER COMMENTS**

None.

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

Wednesday, November 6, 2024, at 11:30 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and Administration Committee members and members of the public will be able to either join in-person or via webcast. Dr. Fine added that this will be a special meeting, as it follows a Board meeting, and is being held on a different day of the month than usual.

**Adjournment**

The meeting was adjourned at 11:17 a.m.

**Attachments**

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of September 18, 2024
- #4 – Update On The Corrective Action Plan To Implement Recommendations From The Engineering Performance Audit



BOARD MEETING DATE: November 6, 2024

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, October 16, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Vicki Veenker, Chair  
Policy, Grants, and Technology Committee

VV:mh

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## **CALL TO ORDER**

### **Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Committee Vice Chairperson Sergio Lopez; and Directors Noelia Corzo, Juan González III, and Katie Rice.

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

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor Ken Carlson, 2255 Contra Costa Blvd., Suite 202, Pleasant Hill, CA 94523): Director Ken Carlson.

Absent: Committee Chairperson Vicki Veenker; and Directors Margaret Abe-Koga and Erin Hannigan.

### **Call to Order**

Vice Chair Lopez called the meeting to order at 1:01 p.m.

*For additional details of the Policy, Grants, and Technology Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. **APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF SEPTEMBER 18, 2024**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Rice made a motion, seconded by Director González, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of September 18, 2024; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Gallagher, González, Lopez, Rice.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Corzo, Hannigan, Veenker.

## ACTION ITEM

### 4. **TRANSPORTATION FUND FOR CLEAN AIR 40% FUND POLICIES COMMENCING FISCAL YEAR ENDING 2026**

Linda Hui, Supervising Staff Specialist, gave the staff presentation *Proposed Updates to the Transportation Fund for Clean Air (TFCA) 40% Fund Policies*, including: action item; outline; background; timeline for policy updates; summary of proposed updates; community process; next steps for future cycles; and recommendation.

NOTED PRESENT: Director Corzo was noted present at 1:14 p.m.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed the Air District's plan to remove the its Community Air Risk Evaluation (CARE) areas from the definition of "priority" areas; the proposal to increase the maximum cost-effectiveness for alternative fuel vehicles to \$522,000/ton (Policy #2) (how cost-effectiveness is calculated); the differences in policy between the TFCA 40% Fund and the

TFCA Regional Fund; whether county transit agencies are engaged in changing these policies (provide input); and the reason for reverting the amount of time in which a grantee is required to commence a project from 24 to 12 months (Policy #6).

### Committee Action

Director González made a motion, seconded by Director Rice, to recommend the Board of Directors **approve** proposed updates to the Transportation Fund for Clean Air 40% Fund Policies Commencing Fiscal Year Ending 2026; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Corzo, Gallagher, González, Lopez, Rice.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hannigan, Veenker.

### INFORMATION ITEMS

#### 5. STATE LEGISLATIVE UPDATE (SPECIAL SESSION)

Alan Abbs, Legislative Officer, gave the staff presentation *State Legislative Update (Special Session)*, including: action requested; presentation summary; Special Session summary (to date); and Special Session bill updates (ABX2-1 (Hart and Aguiar-Curry) – Energy: transportation fuels: inventories: turnaround and maintenance and ABX2-9 (Petrie-Norris) – Transportation fuels: specifications: production enhancement strategies).

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed the anticipated timeline for California’s next Legislative Session, and the process for streamlining the Board’s input on new bills or dead bills that may be revived, considering the fact that the Committee will not meet in November 2024.

#### Committee Action

No action taken.

#### 6. HYDROGEN POLICY CONSIDERATIONS

Dr. Idania Zamora, Assistant Manager of the Planning and Climate Protection Division, gave the staff presentation *Hydrogen Policy Considerations*, including: outline; hydrogen as an energy solution; hydrogen process and air emissions; hydrogen production (fossil fuel pathway, biogas pathway, renewable pathway); global hydrogen production; California hydrogen production;

clean hydrogen end-uses; hydrogen end-uses; potential benefits; potential challenges to address; environmental challenges to address; environmental justice (EJ) considerations; California policies and programs relevant to hydrogen; California policies and programs (Low Carbon Fuel Standard (LCFS), Renewable Portfolio Standard (RPS), California’s Cap and Trade program, Zero-Emissions Vehicle (ZEV) requirements and infrastructure incentives, Senate Bill (SB) 1075 (2022); summary; 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 whether the Air District’s (Technical) Advisory Council would be able to make recommendations around a potential hydrogen policy for the Air District; whether Air District staff considers adopting a hydrogen policy an urgent action for the Board to consider; Board members’ desire for technical expertise of others while developing a hydrogen policy; the anticipated level of carbon intensity of biomass as a hydrogen feedstock; how to reconcile that hydrogen is considered a good option for energy storage, due to its high energy density and potential for long-term storage, but has low energy content; whether energy is lost in fuel cell application; indirect greenhouse gas being twelve times more powerful than carbon dioxide); the intended purpose of a Board policy on hydrogen; example hydrogen Carl Moyer Program projects; hydrogen usage goals for California; why Bill Gates considers hydrogen “the Swiss Army Knife of decarbonization”; the importance of finding the balance between supporting innovation without causing risk in exploration; the suggestion of replacing the different colors for combinations of the three aspects of the hydrogen production processes with content (“energy input”, “production methods”, and “carbon capture”); and conflict between climate and air quality goals in a potential hydrogen policy.

Committee Action

No action taken.

**OTHER BUSINESS**

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

No requests received.

**8. COMMITTEE MEMBER COMMENTS**

None.

## 9. TIME AND PLACE OF NEXT MEETING

Originally, the next meeting of the Policy, Grants, and Technology Committee was going to be at the Call of the Chair. At the end of the meeting, Vice Chair Lopez announced that due to a scheduling conflict with the California State Association of Counties' Annual Meeting, the Committee's meeting that would have been on November 20, 2024, is cancelled. The Committee's next meeting is scheduled for Wednesday, December 18, 2024, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 2:40 p.m.

### **Attachments**

- #3 – Draft Minutes of the Policy, Grants, and Technology Committee Meeting of September 18, 2024
- #4 – Transportation Fund For Clean Air 40% Fund Policies Commencing Fiscal Year Ending 2026
- #5 – State Legislative Update (Special Session)
- #6 – Hydrogen Policy Considerations

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Appointment of New Community Advisory Council Member

RECOMMENDED ACTION

Appoint Cynthia Prieto-Diaz to the vacant Alameda County seat on the Community Advisory Council for two (2) years.

At the September 19, 2024, Community Advisory Council meeting, the Council voted to recommend this item to the Community Equity, Health, and Justice Committee. This item was discussed at the Community Equity, Health, and Justice Committee meeting on October 9, 2024. The Committee voted to recommend this item to the full Board for consideration.

BACKGROUND

The Member Selection Ad Hoc Committee was created during the November 30, 2023 Community Advisory Council (CAC) meeting and tasked with selecting candidates for the Board to consider appointing to the Community Advisory Council. The Member Selection Ad Hoc Committee held their first meeting on January 25, 2024 and reviewed the timeline and provided feedback on the outreach plan.

The Member Selection Ad Hoc Committee selected a candidate for the Alameda County CAC seat vacated in July 2024. The Member Selection Ad Hoc Committee utilized the criteria approved by the Board in the CAC Charter and Board Resolution No.2023-14 to score applicants. The criteria is:

1. Reflect the diverse demographics of the Bay Area;
2. Include generational history and experience living in communities heavily impacted by air pollution;
3. Demonstrate the diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and
4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the CAC.

The Member Selection Ad Hoc Committee scored 25 applications for the Alameda County seat and met on September 5, 2024 to come to a consensus and select a candidate to recommend for the vacant CAC seat.

DISCUSSION

During the September 19, 2024 CAC meeting, the CAC voted to recommend the Community Equity, Health, and Justice Committee recommend the Board of Directors consider appointing Cynthia Prieto-Diaz to the vacant Alameda County seat on the Community Advisory Council. On October 9, 2024, the Community Equity, Health, and Justice Committee approved the CAC’s recommendation that the Community Equity, Health, and Justice Committee recommend the Board of Directors consider appointing Cynthia Prieto-Diaz to the Alameda County seat on the Community Advisory Council for two (2) years.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Miriam Torres  
Reviewed by: Arsenio Mataka

ATTACHMENTS:

- 1. CAC Member Application
- 2. CAC New Member Presentation



COMMUNITY ADVISORY COUNCIL  
(CAC)  
MEMBER APPLICATION

October 9, 2024



COMMUNITY ADVISORY COUNCIL APPLICATIONS  
TABLE OF CONTENTS

October 9, 2024

- A. Community Advisory Council Member Application
- B. Community Advisory Council Applicant Response
- C. Applicant Resume

<b>Candidate</b>	<b>County</b>	<b>Term</b>
Cynthia Prieto-Diaz	Alameda	2 years

# Air District's Community Advisory Council (CAC) Application

Vacancies: 1 Alameda County seat & 1 Youth seat

\* Required

1. Name \*

2. Residence (full address, if applicable; if unhoused, please write unhoused): \*

3. Place/Address of Work (if applicable): \*

4. Email \*

5. Phone \*

6. What are the best ways to contact you? (Select all that apply) \*

- Email
- Phone
- Text
- Other (please describe)

7. What County is the community you represent located in? (Alameda, Contra Costa, Sonoma, etc.) \*

8. If you are applying for the youth seat, are you between 14-24 years old?

- Yes
- No

9. Do you speak a language other than English at home? If so, which language? \*

10. Are you related to an Air District employee or Board member? \*

11. If related to an Air District employee or Board member, what is their name and their relationship to you?

## Interest in Joining the Community Advisory Council

Criteria:

1. Reflect the diverse demographics of the Bay Area
2. Include generational history and experience living in communities heavily impacted by air pollution
3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District
4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the Community Advisory Council

12. Please state your reasons for wanting to serve on the Air District’s Community Advisory Council. Please share how/why you feel you can represent the community where you live or work. If you are able, we invite you to share your history with the community, including when you or your family may have moved to the area or began working in the area (generational history in the community). (Minimum word count: 250 words, maximum word count: 500 words) \*

## Background

13. Please share your perspective on the diversity of your community and experience working with diverse communities in the Bay Area. If applicable, share the organization(s) and/or groups you worked with, location or community and the length of time. (Minimum word count: 100 words, maximum word count: 500 words) \*

14. Briefly state your experience with and/or interest in air quality, environmental justice, health, and social equity, climate change, community outreach or other closely related fields. (Minimum word count: 250 words, maximum word count: 500 words) \*

## Certification/Completion

15. I certify that all the information included in this application is true to the best of my knowledge. \*

Yes

16. If you are under the age of 18 applying for a position on the Community Advisory Council, a legal guardian is required to review and certify they agree with the commitments to participating in the Community Advisory Council and the information shared in this application. (Note: Description of responsibilities includes information about late night meetings, often ending by 10pm and overnight retreats.) \*

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## Cynthia Prieto-Diaz

**A: Please state your reasons for wanting to serve on the Air District’s Community Advisory Council. Please share how/why you feel you can represent the community where you live or work. If you are able, we invite you to share your history with the community, including when you or your family may have moved to the area or began working in the area (generational history in the community). (Minimum word count: 250 words, maximum word count: 500 words)**

A: I would like to continue to serve my immediate community and the broader SF Bay Area, where I was reared. Beyond the technical knowledge I would bring to the Community Advisory Council, I feel as I have a responsibility to my fellow neighbors to use my STEM background to advocate for all individuals that may feel unseen, unheard, or do not have the ability to show up in spaces where decisions are made.

As a result from working-from-home, at the height of the pandemic – I experienced by neighborhood for the first time 365/24/7 and observed many items that I felt were unjust, one of them being continuous chemical and noise pollution. Residing near the East 14th Street corridor and surrounding Freeways (I-880), I began devoting my time to advancing environmental justices initiatives in San Leandro. These initiatives included wanting to address gaps in air quality monitoring (lack of real-time sensors) to better inform policy decisions related to land-use and truck routes, organizing air quality workshops at the public library with support from the San Leandro Resilience Hubs Initiative and Office of Sustainability to empower residents to become civic scientists, addressing cigarette butt litter by piloting a DIY collection bin on my street, and organizing several neighborhood clean-ups to reduce illegal dumping to keep the city beautiful for all to enjoy.

As a result of these community efforts, I was invited to speak at three (3) large annual conferences in 2023 - American Association for the Advancement of Science (AAAS), Society for the Advancement of Chicanos/Hispanics and Native Americans in Science (SACNAS), and American Geophysical Union (AGU) to inspire others to use their STEM backgrounds for social good.

**B: Please share your perspective on the diversity of your community and experience working with diverse communities in the Bay Area. If applicable, share the organization(s) and/or groups you worked with, location or community and the length of time. (Minimum word count: 100 words, maximum word count: 500 words)**

B: As someone that will claim all of California when asked where I was reared, I feel honored to have been reared in the San Francisco Bay Area, where I have lived on both sides of the bay, starting in San Mateo County – then relocating to the East Bay after obtaining my bachelor’s. Having resided in various cities, I have had the honor of working in and within diverse populations.

Inspired by working from home during the height of the pandemic I sought out organizations at the intersection of science and social justice, which is how I became involved with climate action through the lens of equity and justice becoming a My Green Lab Ambassador (2021), a leadership team member

## ALAMEDA COUNTY SEAT APPLICATIONS

of 500 Women Scientists (2022), and now working on implementing community impact projects in the City of San Leandro as a civic scientist and engagement volunteer with Engineers and Scientists Acting Locally (ESAL) (2023).

I see serving this air quality community council as an extension of my efforts as a newly appointed Alameda County Public Health Commissioner – where I am working to advance health and wellbeing for all Alameda County residents and the broader San Francisco Bay Area community.

**C: Briefly state your experience with and/or interest in air quality, environmental justice, health, and social equity, climate change, community outreach or other closely related fields. (Minimum word count: 250 words, maximum word count: 500 words)**

C: My experience with air quality, environmental justice, health, social equity, climate change, and community outreach all came out because of working from home in 2020. What started as an observation of continuous pollution (and noise) being generated from the surrounding used car dealerships, auto repair shops, and the general traffic from the nearby E. 14th Street corridor evolved into wanting to not only address the observations (symptoms) but the root causes (land-use decisions, historical redlining, and zoning laws). Leveraging my STEM education, I felt it a duty to act on behalf of my neighborhood and document observations as well as develop potential solutions to better engage with local government on mitigation efforts. Performing background research, I learned that San Leandro and nearby cities are known to be underserved and overburden by pollution and available air quality sensors cited on the city website did not readily represent the most overburden areas of the city (near Freeways, mixed zoning areas, schools). Learning about the inequities in air quality monitoring I became concerned that not all residents were having equal access to real-time air quality monitoring data, and I was activated to do more starting with making portable air quality sensors available to all residents (through the Library of Things).

My emphasis on air quality is that it is important because every living being needs air and all life depends on breathing, it also allowed me to connect poor air quality to public health – as there is evidence to support that individuals exposed to higher levels of pollution have a higher risk of health complications and overburden areas are known to have higher rates of asthma. Furthermore, I started with petitioning to obtain portable air quality sensors and collecting data – with the goal of collecting data to have proof that there needs to be policies that are rectified to ensure that past decisions do not continue to have negative impacts on disadvantaged communities (compared to higher income areas).

After obtaining the portable air quality sensors, I wanted to get them highlighted at the public library, so I organized a three (3) part series on air quality and environmental justice with flyers translated in three (3) different languages with support from the Office of Sustainability (San Leandro) to reach more individuals. In one of the workshops, we had a successful DIY air filter building session during the days when wildfire smoke was drifting into the Bay Area (so it was top of mind for many, and the turnout was great). It was during the hands-on workshop that I learned about valid concerns not only about outdoor air pollution but indoor air pollution. Wanting to learn more from experts and connect with others working



## ALAMEDA COUNTY SEAT APPLICATIONS

on these efforts I had the opportunity to attend an Air Quality Social introducing the Air Quality Collaborative led by Brightline Defense (San Francisco) and other nonprofits working to deploy 100+ AQ (air quality) sensors in communities across the Bay Area.

# CYNTHIA PRIETO-DIAZ, MPH, CPH

<http://www.linkedin.com/in/cynthia-prieto-diaz>

## PROFESSIONAL PROFILE

Accomplished public health professional with a deep commitment to environmental justice. Ability to lead and collaborate on successful programs that address environmental health disparities in underserved communities. Experience in program development, management, fundraising, and community engagement. Skilled at translating complex environmental data into actionable resources, empowering communities to advocate for positive environmental and public health outcomes.

## PROFESSIONAL EXPERIENCE

**Alameda County Health (Remote)** Alameda County, CA  
**Principal Public Health Consultant (Freelance Consulting)** July 2024 – Present

- Supporting the Tobacco Control Program (TCP) to advance smoke-free environments and improve public health across Alameda County.
- Conducting a comprehensive gap analysis on Tobacco Product Waste (TPW) to inform programming recommendations for responsible disposal.

**500 Women Scientists (Remote)** San Francisco Bay Area, CA  
**Executive Leadership Team Member** November 2023 – August 2024

- Spearheaded the development of a strategic plan alongside executive leadership team members to ensure inclusivity for women and underrepresented groups in science during organizational restructuring.
- Secured funding to acquire six (6) air quality monitors for local community, increasing science accessibility and fostering civic science initiatives highlighted on the [EPA Region 9](#) website for San Leandro Public Library.
- Developed training materials to empower STEM professionals to translate their knowledge for public benefit and facilitate community engagement.

**Climatebase (Remote)** San Francisco Bay Area, CA  
**Fellow** March 2024 – May 2024

- Managed the internal requirements for a 12-week climate career accelerator program, delivering presentations on various environmental topics to enhance fellow understanding.
- Collaborated with fellow climate and health professionals to develop educational materials focused on air pollution, social determinants of health, and medical waste, fostering multidisciplinary learning.

## ADDITIONAL PROFESSIONAL EXPERIENCE

**Step Up Tutoring (Remote):** Marketing and Public Relations Coordinator August 2021 – March 2022  
**Amgen (Hybrid – Thousand Oaks, CA):** Engineer - Technical Investigator February 2020 – July 2021  
**Amgen (Thousand Oaks, CA):** Senior Engineer - Technical Investigator (Contract) April 2019 – February 2020  
**Medical Device Development (San Francisco, CA):** Biomechanical Engineer September 2018 – March 2019  
**Career Sabbatical (Remote):** Travel Writer and World Explorer January 2017 – September 2017  
**Bayer Healthcare, LLC (Berkeley, CA):** Research and Development Engineer June 11 – December 2016

## EDUCATION

**Master of Public Health,** West Coast University, Anaheim, CA

- General Public Health Emphasis, Summa Cum Laude, Graduated

**Bachelor of Science in Biotechnology, Minor in Chemistry,** California State Polytechnic University, Pomona, CA

- Microbiology and Pathology Emphasis, Graduated

## KEY SKILLS

- Program Development & Management
- Fundraising & Grant Management
- Community Engagement & Outreach (English/Spanish)
- Public Health Advocacy & Policy
- Data Analysis & Communication (Bilingual)
- Project Management & Leadership

## **GRANTS & FUNDING**

2024, May. \$2,500. Community Sponsorship with [Engineers & Scientists Acting Locally](#). [Ava Community Energy](#).

2024, April. \$100. Meet-Up Mini-Grant. [Little Free Library](#).

## **CONFERENCE PRESENTATIONS AND INVITED TALKS/WORKSHOPS**

\*Chief, K., Feliu-Mojer, M., Jackson, C., Karwat, D., **Prieto-Diaz, C.**, Varga, M. (2024, October). [Centering community needs in local science policy and advocacy](#). Society for Advancement of Chicanos/Hispanics & Native Americans in Science, Phoenix, Arizona.

\***Prieto-Diaz, C.** (2024, October). *Ending Harassment and Exclusion in STEMM: Thoughts on Policy, Practice and Culture Panel and Discussion*. [Societies Consortium on Sexual Harassment in STEMM](#), Hybrid, Washington, D.C.

Bernal, D., **Prieto-Diaz, C.**, Varga, M. (2024, September). [Raise Your Voice, Get Out the Vote](#). Society for Advancement of Chicanos/Hispanics & Native Americans in Science, virtual.

**Prieto-Diaz, C.** (2024, September). [Certified in Public Health Review Session as part of the Leadership Master Class: Cultural Awareness](#). Alaska Native Tribal Health Consortium, virtual.

N'Diaye, A., Sanchez, A., Phartiyal, P., Piquado, T., **Prieto-Diaz, C.** (2024, August). [Science Policy Engagement Opportunities Panel and Discussion for the Black in Science Policy Virtual Symposium](#). National Science Policy Network, virtual.

McHugh, A., **Prieto-Diaz, C.** (2024, May). *Health Capstone Spotlight: Accelerating Circularity within MedTech and Reimagining the Healthcare System Fellow-Led Session*. Climatebase Fellowship, virtual.

Haemer, D., Niu, S., Patel, D., **Prieto-Diaz, C.**, Robbins, C. J., Sowndararajan, M., Surio, P., Warner, L. (2024, May). [Artists in Climate Inaugural Open Mic Fellow-Led Community Event](#). Climatebase Fellowship, virtual.

Demshick, J., McHugh, A., Nagel, A., **Prieto-Diaz, C.**, Wardell, E. (2024, May). *Medical Waste Fellow-Led Session*. Climatebase Fellowship, virtual.

Kollipara, P., McHugh, A., Narvaez, C. P., Polk, J., **Prieto-Diaz, C.**, Tsogtsaikhan, A. (2024, May). *Air Pollution, Social Determinants of Health Fellow-Led Session*. Climatebase Fellowship, virtual.

**Prieto-Diaz, C.** (2024, May). [Using the Punk Rock Ethos to Advance Environmental Justice](#). 4<sup>th</sup> Annual Statewide Conference on Illegal Dumping, Oakland, CA.

**Prieto-Diaz, C.** (2024, May). *Community Panel and Discussion*. 4<sup>th</sup> Annual Statewide Conference on Illegal Dumping, Oakland, CA.

**Prieto-Diaz, C.** (2024, March). [Science to Advance Social Change via a Punk Rock Ethos](#). National Board of Public Health Examiners (NBPHE), virtual.

**Prieto-Diaz, C.** (2023, December). [SY43B-04 Advancing Environmental Justice Initiatives in Historically Underserved Communities and Making Sustainability Accessible to All via the Punk Rock Ethos](#). American Geophysical Union, San Francisco, CA.

Feinstein, L., Landau, E. A., Pasner, J., **Prieto-Diaz, C.**, Villafranca, M. (2023, December). [Science for Community Progress: Advising Local Government as a Scientist](#). American Geophysical Union, San Francisco, CA.

**Prieto-Diaz, C.**, Williams, N. (2023, November). [Scientists as Social Justice Advocates Workshops](#). Sloan Scholars Mentoring Network, virtual.

**Prieto-Diaz, C.** (2023, November). [Workshop 3: Importance of Air Quality Monitoring](#). Engineers and Scientists Acting Locally (ESAL), San Leandro, CA.

### **CONFERENCE PRESENTATIONS AND INVITED TALKS/WORKSHOPS CONTINUED**

Paredes, I., **Prieto-Diaz, C.**, Varga, M., Williams, N. (2023, October). [\*Using Science as an Effective Tool to Advance Social Justice\*](#). Society for Advancement of Chicanos/Hispanics & Native Americans in Science, Portland, OR.

Diaz, L., **Prieto-Diaz, C.** (2023, September). [\*Workshop 2: Air Quality – Do-It-Yourself Air Filters\*](#). San Leandro, CA.

Diaz, L., **Prieto-Diaz, C.** (2023, August). [\*Workshop 1: Air Quality and Monitoring\*](#). San Leandro, CA.

Paredes, I., **Prieto-Diaz, C.**, Varga, M., Williams, N. (2023, March). [\*Inspiring Scientists to be Social Justice Advocates Workshop\*](#). American Association for the Advancement of Science, Washington, D.C.

**Prieto-Diaz, C.**, Williams, N. (2023, February). [\*Introduction to 500 Women Scientists: The Intersection of Sustainability and Social Justice\*](#). My Green Lab Ambassador Monthly Meeting, virtual.

### **PUBLIC ENGAGEMENT WITH SCIENCE: MEDIA COVERAGE & WRITING**

Clean California Feature September 2024

Organized San Leandro California Coastal Cleanup Day: [Local Community Events](#)

San Leandro Times Feature September 2024

Organized San Leandro California Coastal Cleanup Day: [San Leandro Times Newspaper VOL. 34 No. 37](#)

Engineers and Scientists Acting Locally (ESAL) Feature September 2024

Organized San Leandro Cleanup Day: [San Leandro Cleanup](#) in honor of [California Coastal Cleanup Day](#).

Climatebase Newsletter Feature August 2024

[Connecting Climate and Health](#) by Anne McHugh, Candelaria Primero Narvaez, Julia Polk, Emma Wardell, and Jacquelyn Demshick.

Alameda County Public Health Commission Feature June 2024

Organized Citywide Community Cleanup for [World Ocean Day: Calendar of Events](#).

San Leandro Times Feature May 2024

Opinion – Letters to the Editor: [San Leandro Times Newspaper VOL. 34 No. 22](#).

San Leandro Times Feature April 2024

Organized Citywide Community Cleanup for Earth Day: [San Leandro Times Newspaper VOL. 34 No. 16](#)

Engineers and Scientists Acting Locally (ESAL) Feature August 2023

Stories from the Field: [Championing Inclusivity in STEMM](#) by Joel Leshner.

Interviewee, KQED Feature July 2023

[Public Health Advocate Petitions for Air Quality Monitors in San Leandro](#) by Anna Marie Yanny.

AMSTATNEWS Feature April 2023

Quoted within [Earth Day Projects: Measuring Climate Change and Taking Action](#) by David Corliss.

### **SERVICE AND APPOINTMENTS**

Certified in Public Health (CPH) Ambassador February 2024 – Present  
National Board of Public Health Examiners (NBPHE)

Chair, Communications & Community Outreach Committee March 2024 – August 2024  
Alameda County Public Health Commission

At-Large (Boardwide) Commissioner January 2024 – August 2024  
Alameda County Public Health Commission

**AWARDS**

Outstanding Volunteer Service on the Public Health Commission, Recognized, San Leandro, CA

June 2024

District 1 Leadership Award, Recognized for Giving Back to Community, San Leandro, CA

December 2022

*\*Indicates upcoming event, has not occurred yet.*



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 23**

# **Community Advisory Council (CAC) Recommendation for New CAC Member**

**Board of Directors Meeting  
November 6, 2024**

**Kevin Ruano Hernandez  
Community Advisory Council Member  
Co-Chair Mayra Pelagio  
Community Advisory Council Member**

# Presentation Outcome

- The Board of Directors will consider approving the following individual for appointment to the Community Advisory Council:
  - Cynthia Prieto-Diaz, Alameda County seat for 2 years

# Presentation Outline

- A. Requested Action
- B. Creation of Member Selection Ad Hoc Committee
- C. Prior to First Meeting
- D. Timeline
- E. Outreach
- F. Selected Applicant
- G. Questions



# Requested Action

Consider approving the following individual for appointment to the Community Advisory Council:

Cynthia Prieto-Diaz, Alameda County seat for 2 years

# Creation of Member Selection Ad Hoc Committee

- The Member Selection Ad Hoc Committee was created during the November 30, 2023, CAC meeting
- The Ad Hoc consisted of Council Members Gordon, Pelagio, Ruano Hernandez, and Jefferson, as well as Board Chair Hurt
- The Ad Hoc worked to select candidates for the Board to consider their appointment to the Community Advisory Council

# Prior to First Meeting

- The Ad Hoc Committee scored the applicants based on the initial criteria approved by the Board of Directors:
  1. Reflect the diverse demographics of the Bay Area;
  2. Include generational history and experience living in communities heavily impacted by air pollution;
  3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and
  4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the Community Advisory Council

# Outreach

- The outreach consisted of:
  - Online efforts (LinkedIn, Instagram, Facebook, X [formerly Twitter], Threads)
  - Nextdoor
  - Air District's Currents Newsletter
  - Air District's Latest News post
  - Emails to James Cary Smith Grantees and Assembly Bill 617 partners
  - CAC members sending information to their networks

# Outreach (Cont.)

- The Member Selection Ad Hoc Committee scored 25 applications for the Alameda County seat
- The Member Selection Ad Hoc Committee selected a candidate on September 5, 2024, from the original recruitment for the CAC seat vacated in July 2024

# Selected Applicant

Cynthia Prieto-Diaz is from the San Francisco Bay Area. Cynthia has a science background and is inspired to use her knowledge to address social inequities in her community. She worked to secure portable air quality sensors and organized air quality and environmental justice workshops at her local library.

Cynthia Prieto-Diaz most recently served as an Alameda County Public Health Commissioner.

# Selected Applicant (Cont.)

- On September 19, 2024, the Community Advisory Council voted to recommend the Community Equity, Health, and Justice Committee recommend the Board of Directors consider appointing Cynthia Prieto-Diaz to the vacant Alameda County seat on the CAC.
- On October 9, 2024, the Community Equity, Health, and Justice Committee approved the CAC's recommendation that the Community Equity, Health, and Justice Committee recommend the Board of Directors consider appointing Cynthia Prieto-Diaz to the Alameda County seat on the Community Advisory Council for 2 years.

# QUESTIONS?



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Overview of 2024-25 Spare the Air Winter Season and Summary of 2024 Spare the  
Air Summer Season

RECOMMENDED ACTION

No action is requested at this time.

BACKGROUND

Spare the Air was created in 1991 by the Bay Area Air Quality Management District to alert residents when air quality is forecast to be unhealthy, to share information on ways to reduce air pollution and encourage clean air choices.

From easy, everyday tools—such as commute tips—and air quality resources, such as explanations of major air pollutant sources and their health effects, Spare the Air focuses on informing and helping residents choose actions that will improve air quality and make the Bay Area a healthier, more enjoyable place to live.

The Spare the Air program utilizes advertising and outreach campaigns each year to notify the public when air quality is forecast to be unhealthy, informs residents how to protect their health and encourages individual actions to improve air quality such as taking transit, walking or biking or switching to cleaner heating options. The Spare the Air program is known regionwide and is a trusted source of air quality information in the Bay Area.

DISCUSSION

Staff will provide an overview of the 2024-2025 Spare the Air winter season, a summary of the 2024 Spare the Air summer season and an overview of the results from the 2024 Spare the Air summer survey.

The Spare the Air winter campaign makes the link between the unhealthy air quality the region experiences during wildfires to wood smoke pollution from fireplaces. The campaign will continue to focus on the localized health impacts from wood smoke as well as indoor air quality impacts from wood burning. Staff will present an overview of this year’s creative and campaign strategy.

The 2024 Spare the Air summer campaign focused on promoting the return to transit as more Bay Area residents returned to the office. The campaign continued to use transit-focused creative targeting residents returning to the office, sporting events and other gatherings region-wide. Through social media and media outreach, the campaign also promoted active transportation. Results from the 2024 Spare the Air survey conducted during the summer campaign will also be presented. Survey topics include Spare the Air program recognition, behavior change and specific survey data about remote work and transportation modes.

Staff will provide a brief status update on the Woodsmoke White Paper titled “Regulatory Analysis and Recommendations to Further Mitigate Woodsmoke Impacts,” as well as the recent technical work on improving particulate matter (PM<sub>2.5</sub>) emissions and exposure impacts from residential wood burning activities.

A brief air quality update for data collected through the calendar year 2023 will also be presented. The update will include a review of long-term trends for PM<sub>2.5</sub> and ozone.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Kristina Chu  
Reviewed by: Kristine Roselius

ATTACHMENTS:

1. Overview of 2024-25 Spare the Air Winter Season and Summary of 2024 Spare the Air Summer Season Presentation



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 24**

# **Overview of 2024-25 Spare the Air Winter Season and Summary of 2024 Spare the Air Summer Season**

**Board of Directors Meeting  
November 6, 2024**

**Erin DeMerritt  
Public Information Officer  
[edemerritt@baaqmd.gov](mailto:edemerritt@baaqmd.gov)**

# Presentation Outline

- 2024-2025 Spare the Air Winter Season Overview
- 2024 Spare the Air Summer Season Summary
- Spare the Air 2024 Summer Survey Results
- Air Quality Trends
- Technical Work & Rule Development

# Presentation Requested Action

None; informational only

# Winter Campaign

- November 1, 2024 – February 28, 2025
- Campaign emphasizes all smoke is bad smoke
- Draws a connection between wildfire smoke and smoke from wood burning
- Bans wood burning when Spare the Air (STA) Alert is issued



Spare the Air Winter Ad

# Creative and Advertising



Spare the Air Winter Ad



Spare the Air Winter Ad

# Media and Social Media

## Media Outreach

- Widespread promotion of STA Alerts
- In-language outreach
- TV Meteorologist engagement

## Social Media

- Educational content
  - Health impacts of wood smoke
  - Alternatives to wood burning
  - Alert notifications and actions



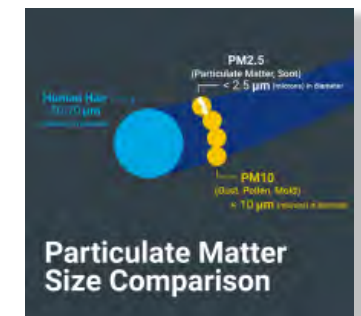
KRON4 Headline



Spare the Air Alert Graphic



Social Media Graphic



Social Media Graphic



# Community Outreach

- Castro Valley
- Martinez
- San Rafael
- San Mateo
- Campbell
- Sonoma
- *Assembly Bill 617 Communities*

spare the air

**SMOKE POLLUTES OUR COMMUNITY**

All Smoke Is Bad For Your Lungs

**GASES**  
**SOOT** FINE PARTICLES  
**dioxins**  
carbon monoxide  
Volatile Organic Compounds

**ASTHMA**  
LUNG IRRITATION  
LUNG DISEASE  
**pneumonia**  
BRONCHITIS  
CANCER

**1 in 7** BAY AREA RESIDENTS SUFFER FROM A RESPIRATORY ILLNESS

Children, older adults, and people with heart or lung disease are at a greater risk.

Spare the Air Winter Program Doorhanger

**INDOOR AND OUTDOOR BURNING IS NOT ALLOWED DURING A SPARE THE AIR ALERT.**

**INDOOR BURNING**  
Fireplaces do not efficiently heat your home. The Air District encourages residents to not burn wood and instead choose cleaner heating devices (e.g., electric heater, high-efficiency heat pump).

**OUTDOOR & BACKYARD BURNING**  
Burning wood in backyard firepits and chimineas can cause smoke to build up in neighborhoods, which has a negative impact on everyone in your community, and the region's air quality.

Burning painted or treated wood, particle board, plastics, wrapping paper, green waste, or other garbage is never allowed.

**SPARE THE AIR ALERTS** are called when air quality is forecast to be unhealthy, and wood burning is not allowed. Find out if a Spare the Air Alert is in effect:  
1-877-4NO-BURN (1-877-466-2876)  
[www.sparetheair.org](http://www.sparetheair.org)

File a wood smoke or general air quality complaint: [baaqmd.gov/complaints](http://baaqmd.gov/complaints)

spare the air

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

For more information, contact the Air District at 877-4NO-BURN.  
[www.baaqmd.gov](http://www.baaqmd.gov)

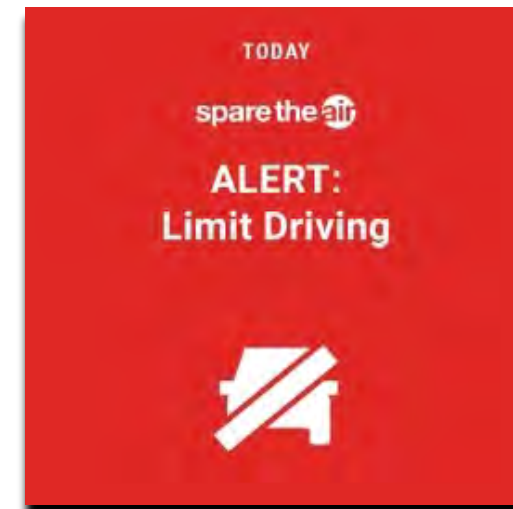
Spare the Air Winter Program Doorhanger

# Summer Campaign

- Ran March 1, 2024 - October 31, 2024
- Campaign promotes transit, active transportation, remote work
- Alerts are issued when air quality is forecast to be unhealthy due to ozone (smog)
  - 14 Spare the Air Alerts
  - 19 Air Quality Advisories



Spare the Air Logo

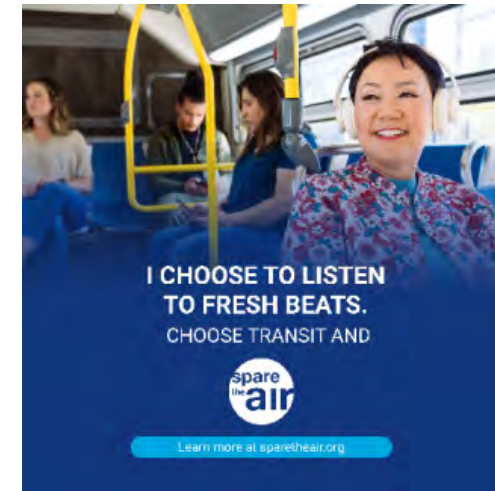


Spare the Air Alert Social Media Graphic

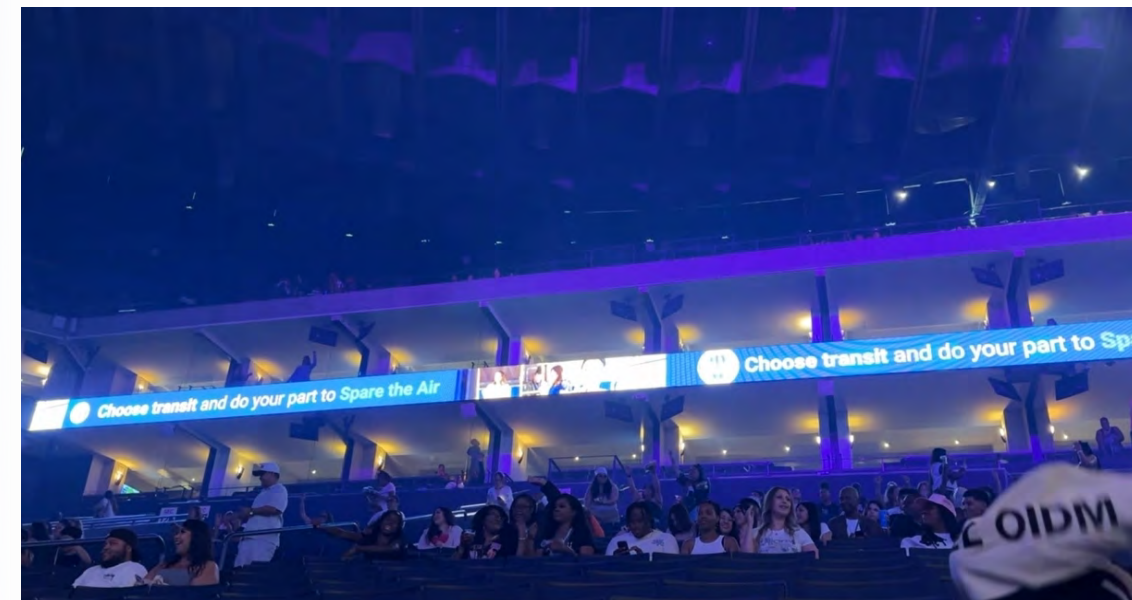
Spare the Air Graphic

# Creative and Advertising

- Highlights conveniences and comforts of transit – as well as active transportation
- Messaging strategically placed throughout Bay Area
- Advertising included Spanish, Mandarin, Cantonese, Vietnamese and Tagalog
- Substantial in-language media buy

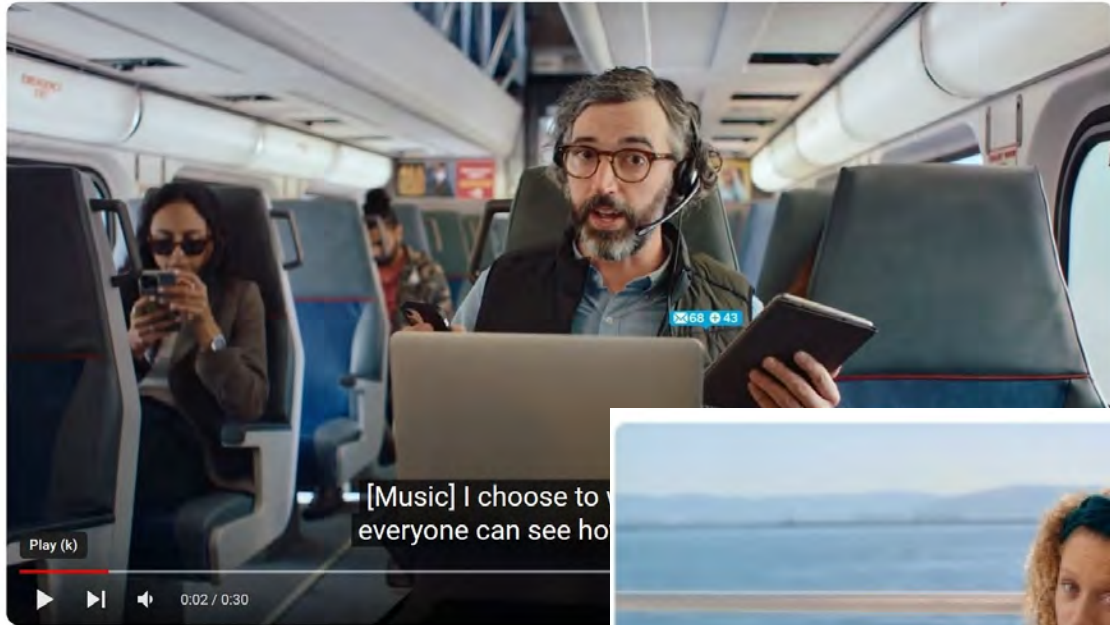


Spare the Air Summer Ad



Spare the Air Advertising at the Oakland Arena

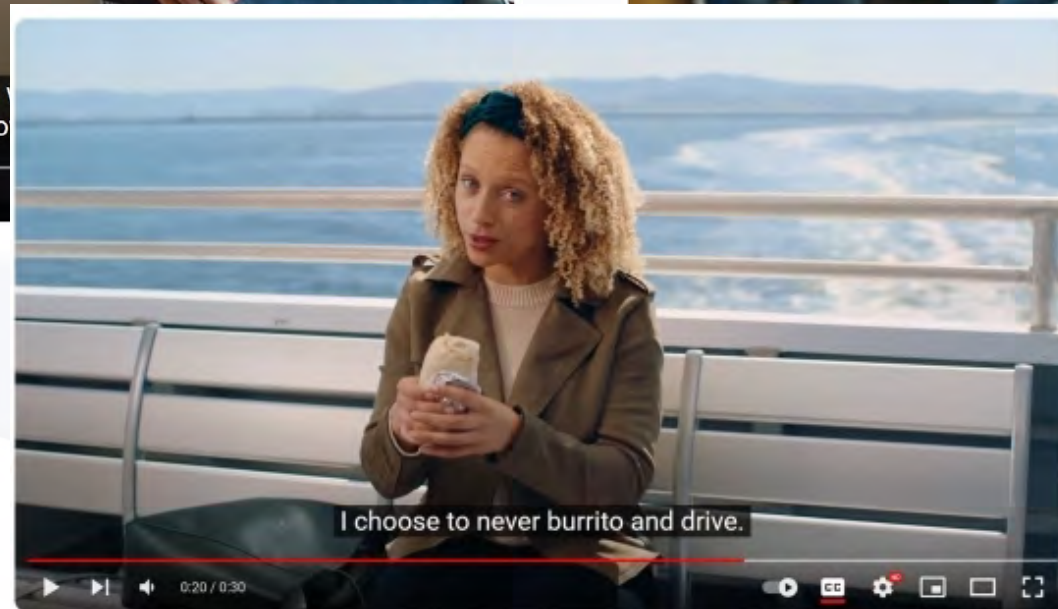
# Creative and Advertising (cont.)



Spare the Air Summer Advertising Commercial



Spare the Air Summer Advertising Commercial



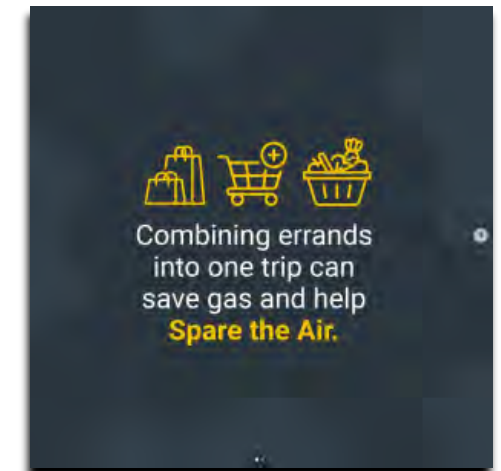
Spare the Air Summer Advertising Commercial

# Outreach and Social Media

- Media coverage included alerts & advisories
- Roundtable and webinars with local meteorologists
- Social media focused on transit, wildfire preparedness & alert information
- Engaged influencers to post about Spare the Air and transit

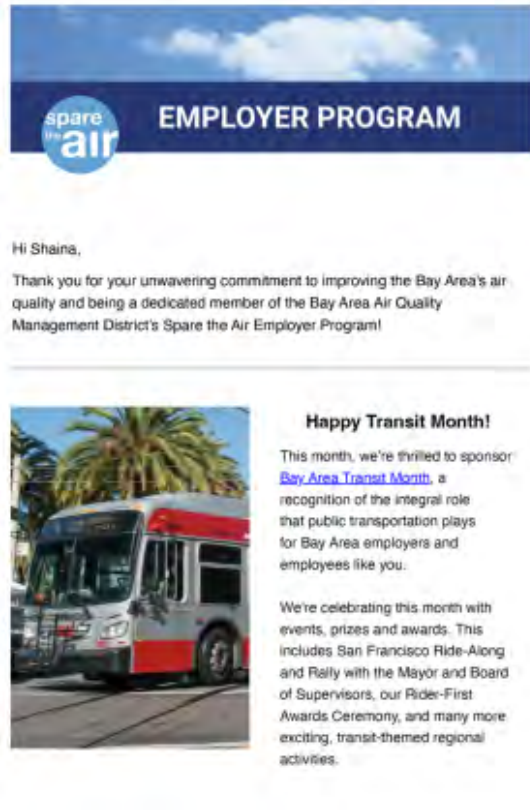
## San Francisco Chronicle

Bay Area air quality to worsen as heat wave arrives, prompting Spare the Air alert

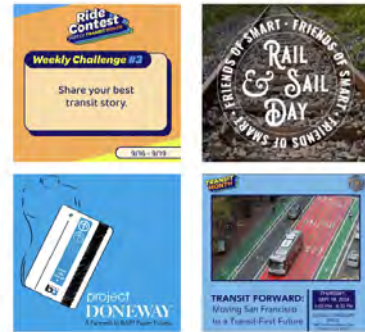


Spare the Air Graphic

# Employer Program



Spare the Air Employer Program eNewsletter



### Get Involved!

September 21 also marks Zero Emissions Day, a day observed to raise awareness of the impact of carbon emissions on air quality and climate change. We share this as a reminder for your employees and stakeholders to consider working from home, a simple yet effective way to significantly reduce carbon emissions and improve our air quality.



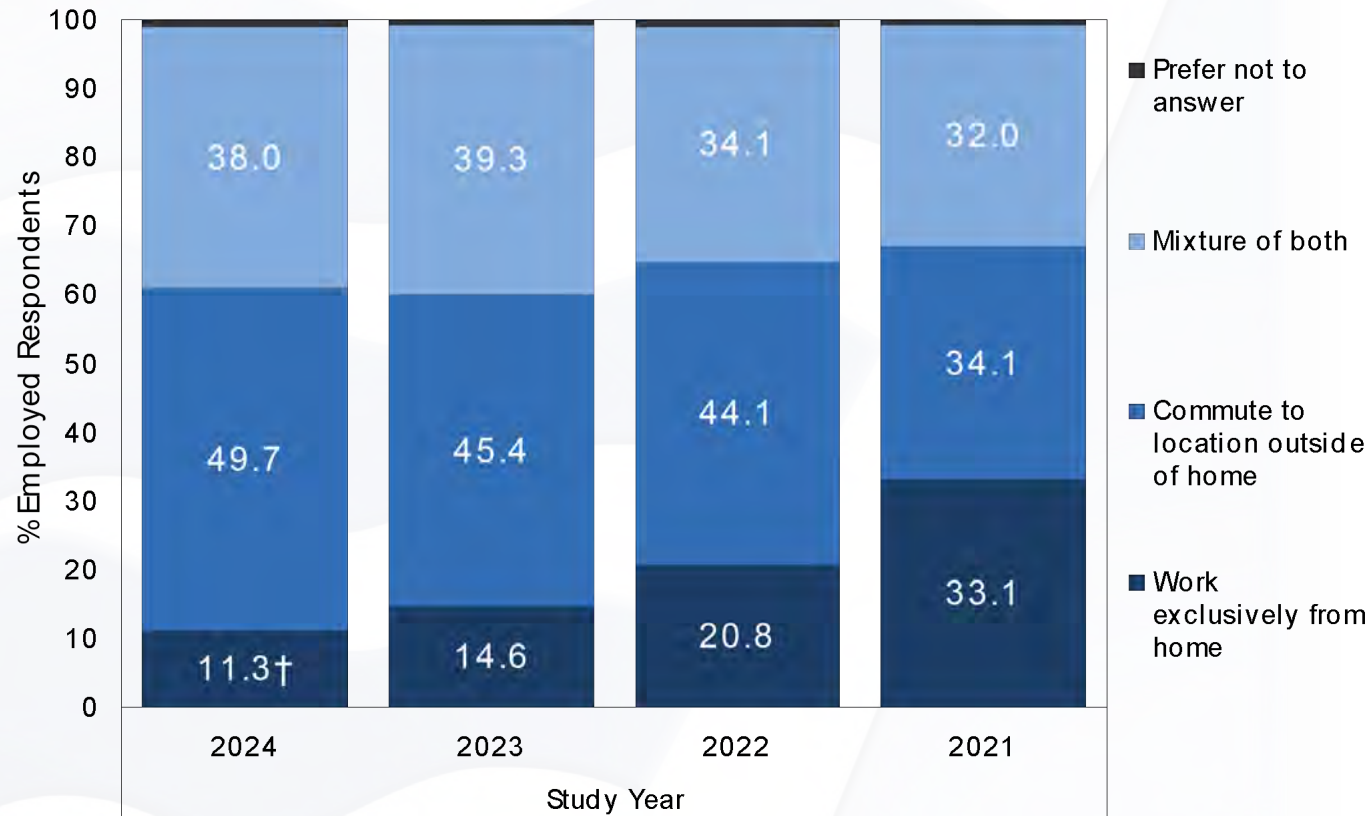
We are truly grateful for your membership of the Employer Program. You can reach us anytime at [sparetheairemployers@baaqmd.gov](mailto:sparetheairemployers@baaqmd.gov). Thanks again for your continued support!

Best,  
The Spare the Air Employer Program

Spare the Air Employer Program eNewsletter

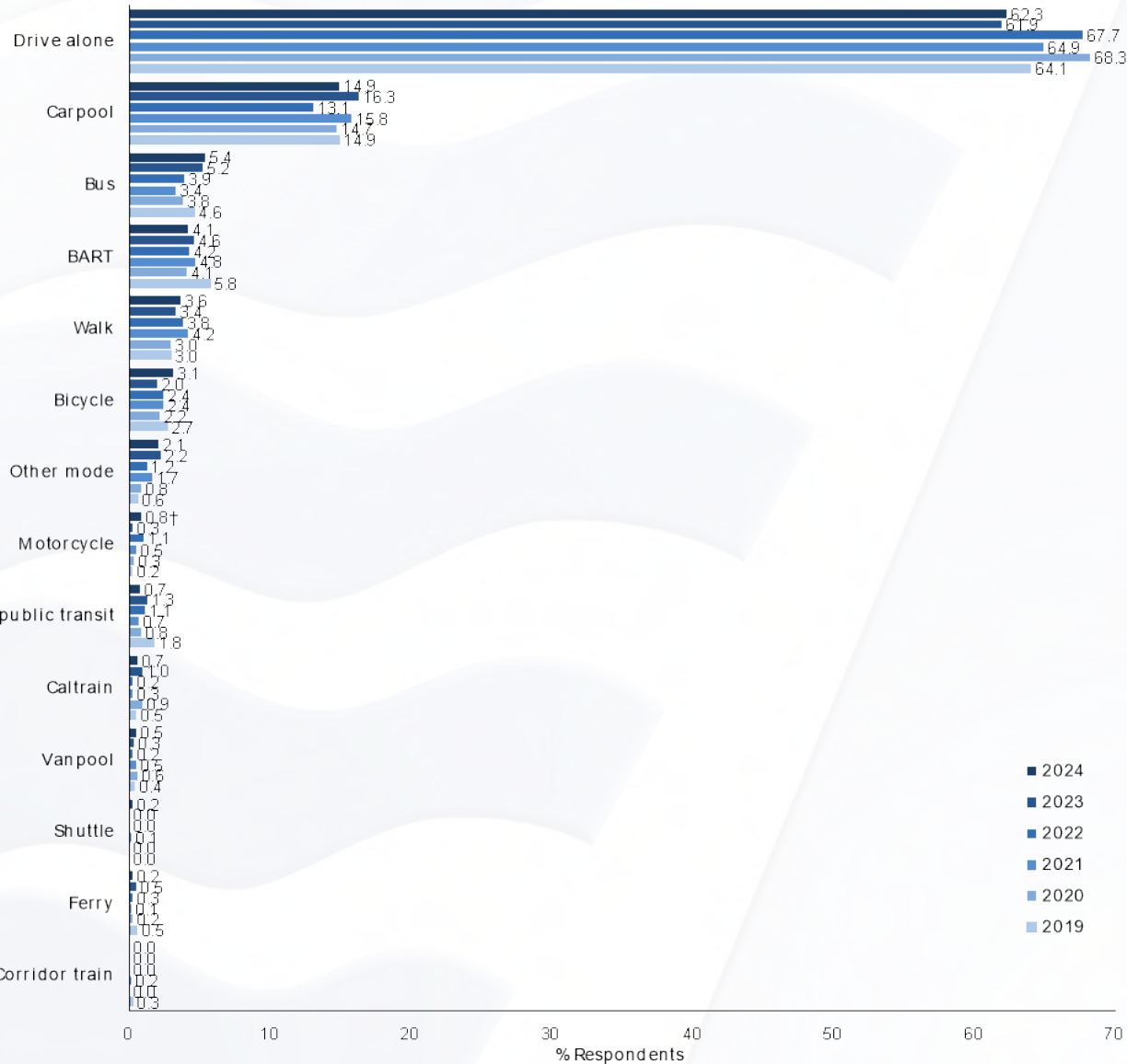
- Increase awareness amongst Bay Area employers
- Drive workplace policies and behavior change
- Promote choosing transit & remote work
- Conducted employer survey this spring to inform communications strategy
- Key survey findings:
  - Hybrid work environments will remain for the foreseeable future
  - Employers want more information and shareable content
- Targeting membership and prospective members via email newsletters, an updated toolkit, business events

# Survey



- Remote work tide continues to ebb
  - Employees working exclusively from home decreased from 33% (2021) to 11% (2024)
  - Hybrid work arrangements increased from 32% to 38%
  - Commuting to an offsite work location increased from 34% to 50% since 2021

# Survey



- Shift in *primary* transportation modes during past two years
  - Solo driving declined significantly in past two years
  - Carpooling increased slightly
  - Use of bus and ‘other modes’ increased slightly

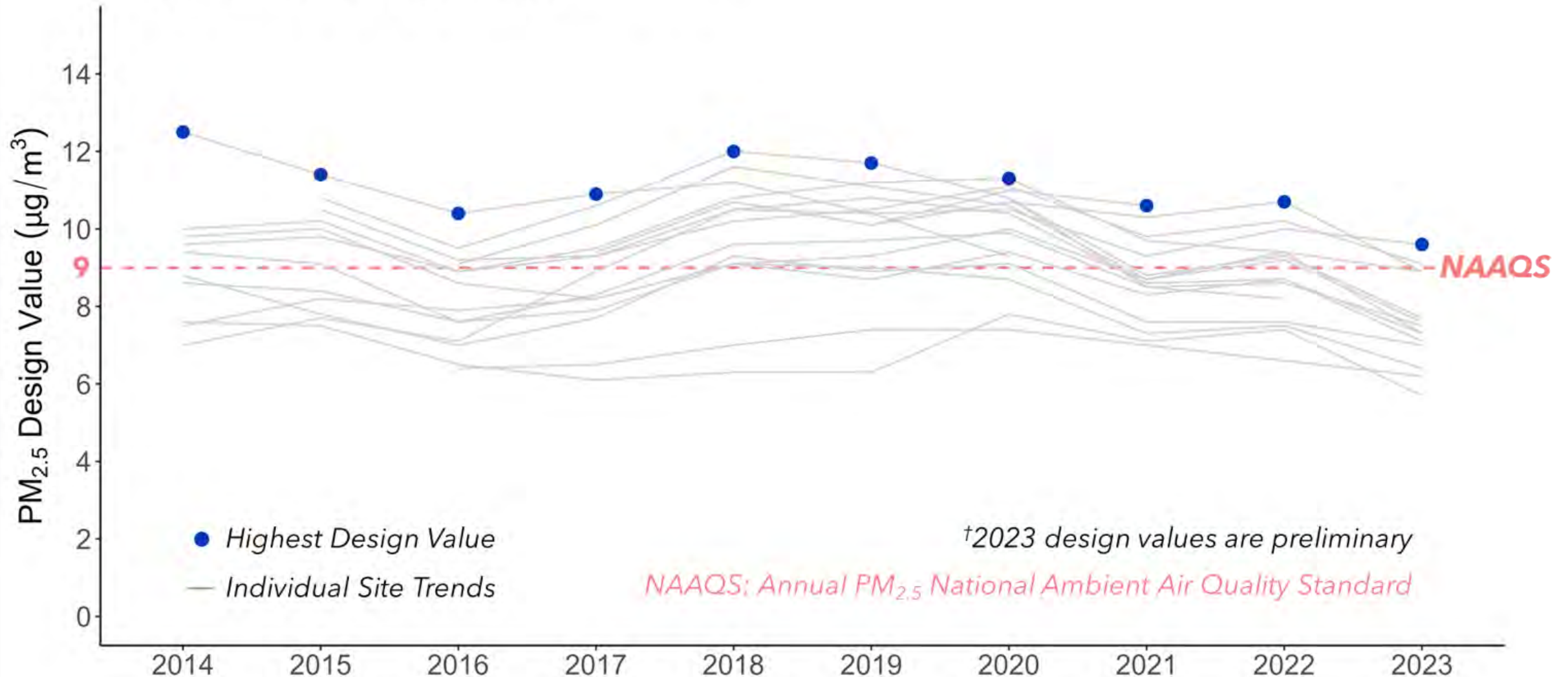


# Survey

- Half (**50%**) of respondents in 2024 recalled messages about things they could do to reduce air pollution
- Forty-four percent (**44%**) felt well-informed about ways to reduce air pollution (significant increase), while an additional 33% felt somewhat informed
- Campaign impacts increased in 2024, with **6.4%** of respondents reducing at least one vehicle trip in response to the campaign, resulting in an average **1.50 miles reduced by the campaign per week** for every driving-age resident in the Bay Area (**9,286,709** vehicle miles reduced per week)

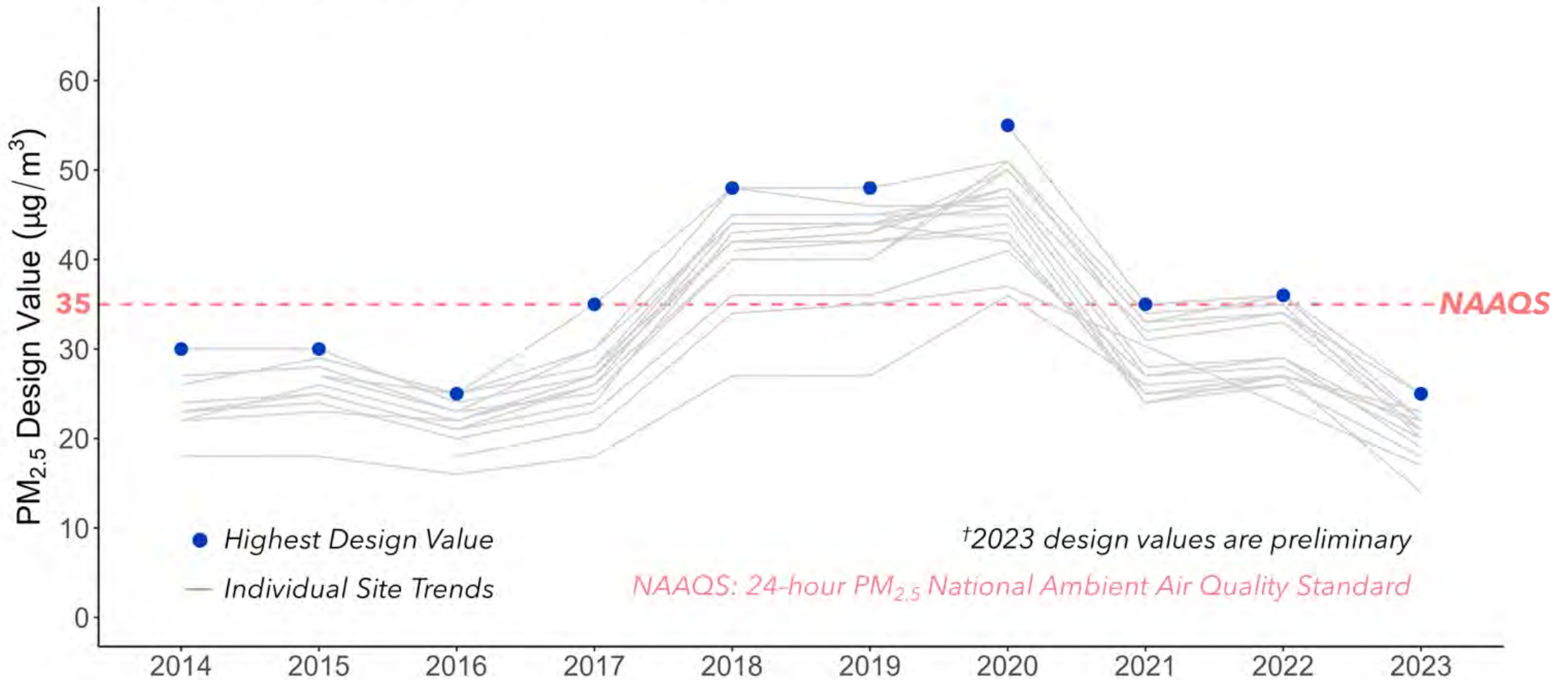
# Annual Particulate Matter (PM<sub>2.5</sub>) Trends

PM<sub>2.5</sub> Annual Design Value Trends<sup>†</sup>



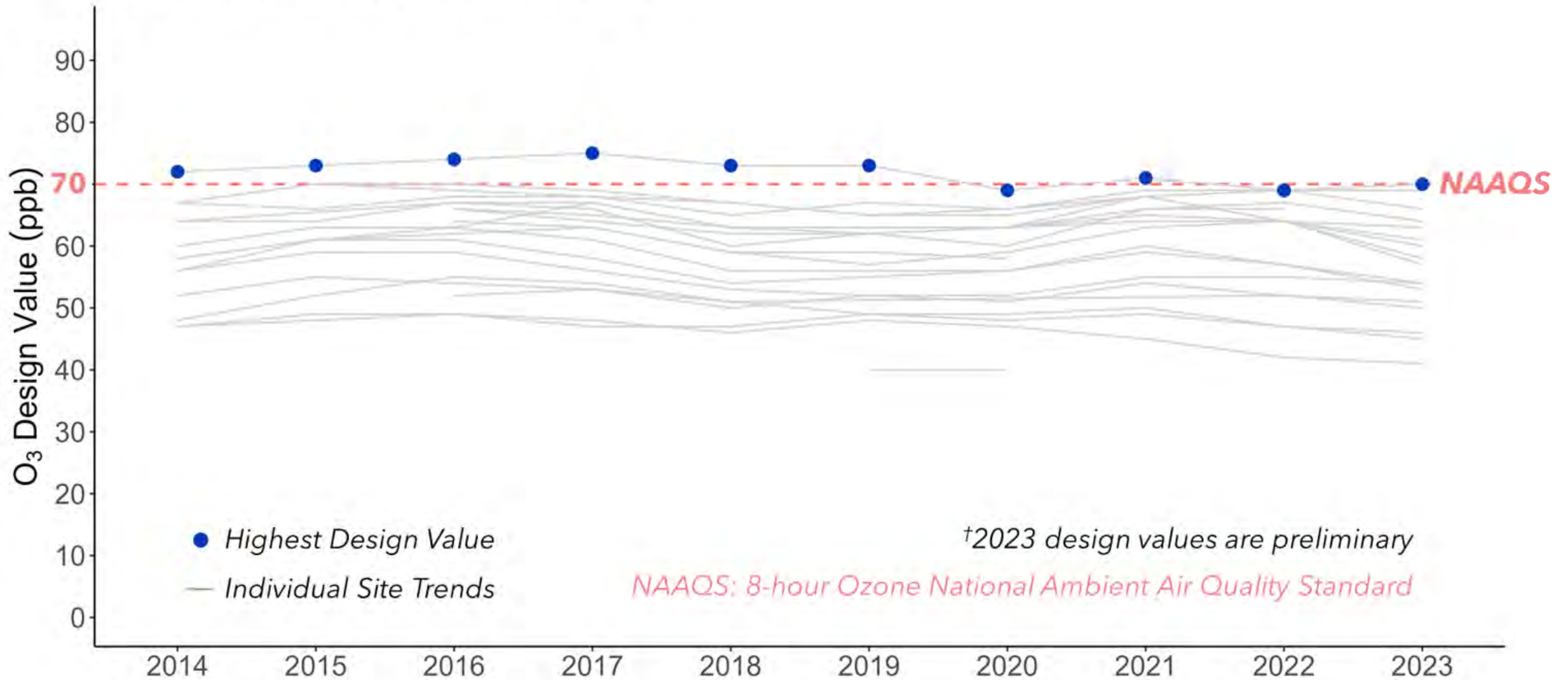
# 24-hour PM<sub>2.5</sub> Trends

PM<sub>2.5</sub> 24 – hour Design Value Trends<sup>†</sup>



# 8-hour Ozone Trends

O<sub>3</sub> 8 – hour Design Value Trends<sup>†</sup>



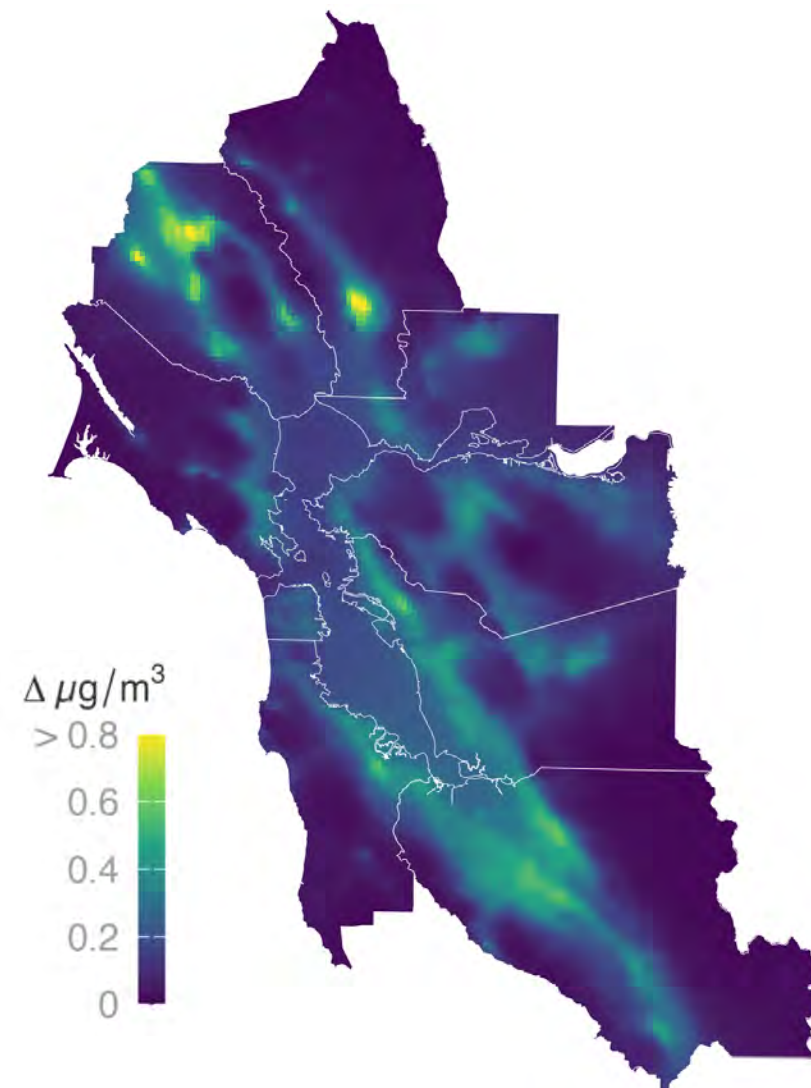
# Other Residential Wood Burning Initiatives

## Improved modeling

- Since last year, staff have improved modeling of residential wood burning emissions, annual average PM<sub>2.5</sub> exposure attributed to wood burning, and related public health impacts
- Focus on refining maps of emissions and impacts
- 14% of PM<sub>2.5</sub> emissions in annual inventory (34% peak winter)
- 94–210 premature deaths per year in the Bay Area
- Next steps include collaboration with California Air Resources Board (CARB) to apply updated emission factors and incorporate updated emissions in future air quality planning

## Rule development

- White paper is now released
- Comment period: 11/6/2024 through 1/20/2025 (75 days)



# Feedback

Questions?