



BOARD OF DIRECTORS  
FINANCE AND ADMINISTRATION COMMITTEE

November 6, 2024

BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

COMMITTEE MEMBERS

DAVINA HURT – CHAIR  
MARGARET ABE-KOGA  
DAVID HAUBERT  
RAY MUELLER  
MARK ROSS

LYNDA HOPKINS - VICE CHAIR  
JUAN GONZÁLEZ III  
TYRONE JUE  
KATIE RICE

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

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

**San Mateo County  
Board of Supervisors Offices  
500 County Center - 5<sup>th</sup> Floor  
Redwood City, CA 94063**

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

**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 Finance and Administration Committee 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/82658434542>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: [826 5843 4542](https://bayareametro.zoom.us/j/82658434542)**

**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 Committee 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 Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee 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.**

## **FINANCE AND ADMINISTRATION COMMITTEE SPECIAL MEETING AGENDA**

**WEDNESDAY, NOVEMBER 6, 2024**

**11:30 AM**

**1. Call to Order - Roll Call**

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

**2. Pledge of Allegiance**

**CONSENT CALENDAR (Items 3-7)**

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

**3. Approval of the Draft Minutes of the Finance and Administration Committee Meeting of October 16, 2024**

*The Committee will consider approving the Draft Minutes of the Finance and Administration Committee Meeting of October 16, 2024.*

**4. Hearing Board Quarterly Report: July through September 2024**

*The Committee will receive the Hearing Board Quarterly Report for the period of July 2024 through September 2024.*

**5. Preliminary Annual Financial Report for Fiscal Year 2023-2024 and First Quarter Financial Report for Fiscal Year 2024-2025**

*The Committee will receive (i) the Air District's preliminary annual financial results for Fiscal Year (FY) 2023-2024, which ended June 30, 2024; and (ii) the financial update for the first quarter of FY 2024-2025, which ended September 30, 2024.*

6. Contract Amendment with Robert Half for Temporary Staffing

*The Committee will consider recommending the Board of Directors authorize the Executive Officer/APCO to amend the Professional Services Agreement with Robert Half Inc. to increase the total not-to-exceed dollar amount of the agreement by \$1,000,000, from \$1,000,000 to \$2,000,000, for staff augmentation to support the Air District's Strategic Plan.*

7. Establishment of a New Classification of Civil Rights Officer

*The Committee will consider recommending the Board of Directors establish a new classification of Civil Rights Officer.*

**ACTION ITEM(S)**

8. Fiscal Year Ending (FYE) 2025 Mid-Year Budget and Staffing Adjustments

*The Committee will consider recommending the Board of Directors approve FYE 2025 mid-year budget and staffing adjustments to support operational improvements and the implementation of the Strategic Plan as follows: 1) Authorize allocation of up to 9% of Community Benefit Funds to establish the new Community Investment Office, which will include funding three new Full-Time Equivalent (FTEs) and three new Limited-Term Contract Employees (LTCEs) to implement the penalty policy and direct funds to impacted communities; 2) Authorize the use of increased California Air Resources Board administrative funds to add three new FTEs within the Strategic Incentives Division; 3) Authorize the use of "Schedule X" designated reserves to fund three new FTEs in the Meteorology & Measurement Division to accelerate the Community Air Monitoring Program; and 4) Authorize position classification changes and transfers to support organizational operational improvements and efficiency. This item will be presented by Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, Greg Nudd, Deputy Executive Officer of Science and Policy, and Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration.*

## **OTHER BUSINESS**

### 9. 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 Committee. Members of the public will have two minutes each to address the Committee, unless a different time limit is established by the Chair. The Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee 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.*

### 10. Committee Member Comments

*Any member of the Committee, 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)*

### 11. Time and Place of Next Meeting

*Wednesday, December 18, 2024, at 10:00 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.*

### 12. Adjournment

*The Committee meeting shall be adjourned by the 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 10/24/2024 – 9:42 a.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
Memorandum

To: Chairperson Davina Hurt and Members  
of the Finance and Administration Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Approval of the Draft Minutes of the Finance and Administration Committee  
Meeting of October 16, 2024

RECOMMENDED ACTION

Approve the Draft Minutes of the Finance and Administration Committee Meeting of October 16, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Finance and Administration Committee Meeting of October 16, 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 Finance and Administration Committee Meeting of October 16, 2024

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

Finance and Administration Committee  
Wednesday, October 16, 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:** Finance and Administration Committee (Committee) Chairperson, Davina Hurt, called the meeting to order at 10:04 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): 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.

2. **PLEDGE OF ALLEGIANCE**

### **CONSENT CALENDAR (ITEM 3)**

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 COMMENTS 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.

**8. ADJOURNMENT**

The meeting was adjourned at 11:17 a.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
 Memorandum

To: Chairperson Davina Hurt and Members  
 of the Finance and Administration Committee

From: Chairperson Valerie J. Armento, Esq., and  
 Members of the Hearing Board

Date: November 6, 2024

Re: Hearing Board Quarterly Report: July – September 2024

RECOMMENDED ACTION

No action requested at this time.

DISCUSSION

This report covers the second calendar quarter (July - September) of 2024.

- Held two hearings;
- Processed one order: and
- Collected a total of \$18,112.00 in Hearing Board filing fees

Below is a detail of Hearing Board activity during the same period (*activities for Docket No. 3755 extend into October 2024*):

**Docket: 3752 – California State University at San Jose – Request for Regular Variance**

**Location:** Santa Clara County; City of San Jose

**Regulation(s):** Regulation 9, Rule 9, Section 301.2 (Inorganic Gaseous Pollutants, Nitrogen Oxides From Stationary Gas Turbines, Emissions Limits); and Permit Condition 12140.3

**Synopsis:** San Jose State University (SJSU) is a public university in the California State University system. The campus operates a Cogeneration Plant to provide electricity and steam for heating campus buildings. Additionally, SJSU operates three auxiliary boilers that are operated as backup to the Cogeneration Plant for steam to heat buildings and serve process loads. This application is regarding the facility’s cogeneration plant (6MW output, S1), the associated duct burner (44.44 MMBTU/hr, S2), and auxiliary boiler #3 rated at 37.5 MMBTU/hr (S7).

From Applicant:

*The Cogen Plant is used for cost-effective electricity and steam generation. It is essential to the SJSU campus operations because it provides resilient power and heating energy at a cost savings*

*of approximately \$2M/year compared to PG&E purchases of electricity. The auxiliary boilers are used for backup when the cogeneration system is not available. They are essential to the SJSU campus operations because cogeneration systems have planned and unplanned outages and steam service to campus must be maintained continuously to support campus operations.*

*Cogen Plant:*

*The District informed SJSU that it cannot retest S1 and S2 until the stack is reconfigured to comply with EPA Method 1. SJSU cannot complete this work, including the necessary permitting to do so, by the deadline to complete the re-test set forth in NOV-A63328 of May 23, 2024. SJSU became aware that S1 and S2 were not in compliance with the nitrogen oxides (NOx) emission limit of Rule 9-9-301 when it received NOV-A63328 from the District on April 8, 2024. SJSU has conducted portable testing of NOx emissions from S1 and S2 since the NOV was issued, and all sample results indicated the stack is in compliance with Rule 9-9-301.. SJSU intends to comply with NOV-A63328 by constructing the necessary scaffolding so that the source re-test can be completed consistent with EPA Method 1, as required by District staff (or, in the alternative, conducting the re-test consistent with ST-18 if approved by the District). Assuming the re-test indicates S1 and S2 meet the emission limits of Rule 9-9-301, the sources will be in compliance. If the re-test does not indicate compliance with the emission limits, SJSU will pursue installation of steam enhancement technology.*

*Boiler 3 (S7):*

*SJSU submitted an application for a Permit to Operate (PTO) on May 16, 2022 (A/N 31697). The PTO has not been issued by the District, and it is outside SJSU's reasonable control to obtain this permit. Once issued, SJSU will not need to limit this boiler to less than 10% of its annual maximum heat capacity, as required by Permit Condition 12140.3. SJSU requests that the District issue the PTO or in the alternative grant a variance from Permit Condition 12140.3. SJSU became aware that it was not in compliance with Rules 2-1-301 and 2-1-302 on or about April 15, 2022, and promptly submitted an application for an updated PTO on May 16, 2022. Based on available source tests, to SJSU's knowledge Boiler 3 (S7) is in compliance with the applicable NOx emission limits of Rule 9-7-307, and is merely awaiting issuance of the PTO.*

**Requested Period of Variance:** May 23, 2024 to December 31, 2024.

**Estimated Excess Emissions:** None estimated by the Applicant.

**Fees collected this quarter:** \$9,256.00 in filing fees. (NOTE: This amount was included in the total for the Hearing Board Quarterly Report for April to June 2024, and is not included in the total for the Hearing Board Quarterly Report for July to September.)

**Status:** Application for Regular Variance filed by Applicant on May 22, 2023. Hearing date to be determined. On July 9, 2024, SJSU contacted the Air District's Source Test Division to notify of possible retest dates for the Cogen Plant's gas turbine (S-1) and duct burner (S-2). SJSU will perform the retests of S-1 and S-2 on October 29, 2024, in accordance with test methods that were approved by Air District staff. SJSU will notify the Air District's Source Test Division of the planned retest date prior to the test. The parties have continued to hold the variance application and wait on setting a hearing date. SJSU and BAAQMD technical staff are continuing to address

the underlying issues and it is the parties' hope to negotiate a settlement agreement that will enable the Applicant to withdraw the variance application.

---

**Docket: 3753 – Ameresco Keller Canyon RNG LLC – Request for Short Variance**

**Location:** Contra Costa County; City of Pittsburg

**Regulation(s):** Regulation 8, Rule 34, Section 412 (Organic Compounds, Solid Waste Disposal Sites, Compliance Demonstration Test); Regulation 2, Rule 1, Section 307 (Permits, General Requirements, Failure to Meet Permit Conditions); and Permit Conditions 27707.12 and 27708.12

**Synopsis:** Ameresco Keller Canyon LLC operates a renewable natural gas (RNG) facility that processes landfill gas (LFG) from the Keller Canyon Landfill into pipeline quality natural gas (process S-1 ). Waste gas produced by this process is controlled by one Air Clear Thermal Oxidizer (A-1) rated at 25.3 MM Btu/hr and one John Zink Enclosed Flare (A-2) rated at 35.8 MMBtu/hr. There are three main systems used to create RNG from LFG: a temperature swing adsorption system, a carbon dioxide (CO<sub>2</sub>) membrane system, and a nitrogen (N<sub>2</sub>) pressure swing adsorption system. Waste gases from the systems contain carbon dioxide, methane, oxygen, nitrogen, siloxanes, and hydrocarbons. These waste gases are sent to either the thermal oxidizer (TOX) (A-1) or the enclosed flare (A-2) for destruction. The TOX is the primary control device. The enclosed flare is used to control waste gases during transient or upset scenarios. The control devices use preprocessed RNG (minimally processed LFG with hydrogen sulfide removed) and natural gas as supplemental fuels to startup and/or maintain combustion temperature.

From Applicant:

*Prior to injecting product RNG into the commercial pipeline, Ameresco must satisfy specific Pacific Gas & Electric (PG&E) pre-injection testing requirements. Ameresco began sampling for the PG&E gas testing program on June 19, 2024. Ameresco estimates that the PG&E gas test program will be completed by September 1, 2024. Following the start of injection into the commercial pipeline, Ameresco will require several weeks to tune the plant so that it can effectively process higher flows of landfill gas. During the testing and tuning phase, Ameresco is destroying RNG product gas in the TOX and enclosed flare. If Ameresco is required to conduct source testing prior to injecting product gas into the pipeline, the source test will not be representative of normal operations. The waste gas will contain a large volume of pipeline quality RNG which will create a different and likely cleaner emissions profile when combusted. PG&E pre-injection test requirements are primarily dictated by PG&E Rule 29 as well as PG&E Rule 21. Ameresco must comply with these requirements prior to injecting RNG into the commercial pipeline. Until commercial injection is possible, the RNG will be destroyed in the TOX and enclosed flare at rates lower than the maximum operating rate, creating an emissions profile that is likely cleaner than would otherwise occur during normal operations. Ameresco is proactively taking steps to obtain a short variance until source testing can be completed. Ameresco is working as expeditiously as possible to complete the pre-injection test requirements and tuning to achieve normal operations. Source testing is scheduled for the week of September 23, 2024. This is the earliest that Ameresco believes the facility will be operating with a suitable volume of RNG injection into the pipeline to test at or near the maximum operating rate. If Ameresco were required to comply with the current source test deadline, it would expend over \$100,000 to conduct a test that would essentially be*

meaningless in terms of air pollutant emissions measurements. A second test would need to be conducted after the plant begins commercial operation, doubling the source testing cost. The source testing deadline is 1,920 operating hours or 120 days from the date of initial operation, whichever comes first. By curtailing or terminating operations, Ameresco would only worsen the compliance deviation by delaying the completion of pre-injection testing and commercial operation. Further, it would not be possible to conduct source testing if the facility curtailed or terminated operations.

**Requested Period of Variance:** August 22, 2024 to November 20, 2024.

**Estimated Excess Emissions:** None estimated by the Applicant.

**Fees collected this quarter:** \$6,391.00 in filing fees.

**Status:** Application for Short Variance filed by Applicant on August 12, 2024; Notice of Hearing (September 17, 2024) filed and issued August 13, 2024; Proposed Conditions submitted by Air District on September 16, 2024; hearing held on September 17, 2024; Order Granting Short Variance filed and issued on September 24, 2024.

THE HEARING BOARD ORDERED:

1. *The Applicant is granted a Short Variance from Regulation 8, Rule 34, Section 412; Regulation 2, Rule 1, Section 307; and Permit Conditions 27707.12 and 27708.12 regarding the timing of the source testing of A-1 and A-2, subject to the terms herein.*
2. *The Applicant shall comply with the Conditions attached to the September 16, 2024 letter, attached to this Order as Attachment A, as well as with all applicable District regulations except to the extent explicitly subject to this Short Variance.*
3. *This Short Variance shall go into effect on the date upon which this Order is executed retroactive to August 22, 2024 and shall expire upon the earlier of the satisfactory completion of the source testing or November 20, 2024.*

Conditions

1. *Ameresco shall provide the following measurements on a weekly basis:*
  - a. *Untreated landfill gas at inlet to S-1 expressed as kSCF/day and MMBtu/day;*
  - b. *Amount of renewable natural gas product expressed as MMBtu/day;*
    - i. *Ameresco should indicate the amount of renewable natural gas product being injected into the PG&E pipeline, the amount flared, and the amount of renewable natural gas product going to the thermal oxidizer.*
  - c. *Thermal Oxidizer (A-1): PPRNG and Waste Gas expressed as kSCF/day and MMBtu/day;*
  - d. *Enclosed Flare (A-2): PPRNG and Waste Gas expressed as kSCF/day and MMBtu/day;*  
*and*
  - e. *Carbon Scrubber (A-3): PPRNG expressed as kSCF/day and MMBtu/day*



2. When reporting the information required by Sections 1.a. through 1.e. above, Ameresco shall indicate the location and identification number of the flow rate device where the sample reading was taken.

3. Ameresco shall provide an analysis of sulfur compounds in the gas of A-3 as described in Authority to Construct condition No. 27707, Part 9.d. and condition No. 27708, Part 9.d. on a weekly basis. The waste gas to be analyzed shall be measured at the outlet of A-3. If the portable hydrogen sulfide analysis method is used, the TRS concentration shall be calculated by multiplying the measured hydrogen sulfide (H<sub>2</sub>S) concentration by 1.2 where (TRS = 1.2 \* H<sub>2</sub>S).

4. Ameresco shall send the District updates of the anticipated source test dates for sources A-1 and A-2 on a weekly basis.

5. Ameresco shall begin to provide the gas flow and heat input data, flow rate device information, sulfur analysis, and source test date updates (collectively, the "requested information") listed in Sections 1 through 4 above to the District on September 27, 2024. Ameresco shall continue to provide the requested information listed in Sections 1 through 4 above on a weekly basis thereafter.

6. Ameresco shall submit the requested information listed in Sections 1 through 4 above to the District via email to the following email addresses:  
[mkiffe@baaqmd.gov](mailto:mkiffe@baaqmd.gov), [akobayashi@baaqmd.gov](mailto:akobayashi@baaqmd.gov), and [mnishiki@baaqmd.gov](mailto:mnishiki@baaqmd.gov).

---

**Docket: 3754 – Redwood Landfill, Inc. – Request for Interim and Short Variance**

**Location:** Marin County; City of Novato

**Regulation(s):** Regulation 2, Rule 1, Section 307 (Permits, General Requirements, Failure to Meet Permit Conditions); and Permit Conditions 25634, Section 5.a and 19867, Sections 16 and 18.c

**Synopsis:** Redwood Landfill and Recycling Center (the "Facility") is an essential public service Class III landfill that is permitted for and has received non-hazardous municipal solid waste (MSW) since 1958. The Facility covers 420 acres, with 222.5 acres dedicated to waste disposal. Relevant to this variance request, the Facility includes two flares (A-51 and A-60), two landfill gas treatment systems (S-71 and A-80) and two internal combustion (IC) engines (S-64 and S-65) operated at the onsite landfill gas-to-energy plant (the "energy plant"). The Facility operates under an Air District Permit to Operate (PTO) which sets forth conditions for landfill operations, including operation of a landfill gas collection and control system (GCCS). LFG collected in the Facility's GCCS is routed through one of two treatment systems (S-71 or A-80) to control total reduced sulfur (TRS) before the LFG is either routed to the energy plant engines S-64 and S-65, which supply power to the PG&E electrical grid, or to one of the Facility's two enclosed flares (A-51 and A-60).

From Applicant:

*On August 22, 2024, the Facility initiated two-day scheduled source tests for engines S-64 and S-65. During the source test for S-64, the engine generator malfunctioned and could not maintain*

*operation long enough to complete testing. Petitioner determined that bearings in the engine's generator had failed, causing significant damage to the rotating shaft inside the generator. These issues resulted in the engine shutting down in the middle of the test. The S-64 generator has been removed and sent to the East Coast for repairs. Consequently, S-64 will be offline for several weeks.*

*During the testing for S-65, there was a power outage, requiring the test to be cancelled. It was also discovered that there were issues with the urea injection system used for NOx control on the engine.*

*On August 27, 2024, it was determined that the S-65 NOx control system was compromised to the point that the engine had to be shut down to avoid non-compliance with engine-related permit conditions.*

*With both energy plant engines offline, it was necessary to partially open the valve upstream of Flare A-60 (the "east side valve"), which is normally kept closed during routine operations. Opening the valve was necessary to maintain a vacuum on the east side of the GCCS and to prevent fugitive LFG from being emitted. The east side valve is only opened during unforeseen circumstances that threaten proper operation of the GCCS—such as this situation. The result of partially opening this valve is that both treated gas from the west side of the GCCS and untreated gas from the east side are being routed to control device A-60, causing flare inlet H2S concentrations to increase to approximately 500 ppmv and potentially contributing to exceedances of the 350 ppmv annual average limit for TRS compounds (calculated as H2S) in collected LFG as stated in PTO Condition 19867, Section 18.c. Further, the routing of untreated LFG to the flare violates the requirement in PTO Condition 25634, Section 5.a. to route all flared gas through A-80. See *id.* at p. 40 (providing that "[w]hen the owner/operator uses A-80 to absorb H2S for SO2 control, the owner/operator shall route all of the [LFG] that goes to the flare through A-80").*

*On September 10, 2024, Petitioner had a technician from its NOx emission control system vendor, Johnson Matthey, onsite to evaluate S-65. It was determined that the engine's NOx emission control system could not be repaired immediately. Petitioner is awaiting a replacement catalyst and other components needed for full repair. S-65 is thus expected to be out of service for the next few weeks. Because there is no immediate way for Petitioner to operate the GCCS in compliance with the permit terms stated herein, variance coverage is requested.*

*As the exigent circumstances described could not have been anticipated in sufficient time to issue public notice, good cause exists for an interim variance to be granted. See Cal. Health & Safety Code § 42351(b) (providing that the Hearing Board may grant an interim variance for good cause stated in the order granting such a variance).*

*Separately, for operational and emission control flexibility, Petitioner has initiated a project to increase the treatment capacity of A-80 and to re-configure the GCCS so that gas from both east and west sides of the system can be routed through A-80 for treatment (the "A-80 upgrade project"). The A-80 upgrade project entails the addition of four (4) 10,000-lb. treatment vessels containing activated carbon, resulting in a significant increase of the system's treatment capacity. It also requires upgrades and reconfiguration of GCCS piping. To allow additional operational flexibility and gas treatment options in the event of future engine breakdowns, Petitioner further*

*plans to re-establish a preexisting line to serve as a connection point between the S-71 treatment system and the east side of the GCCS. Once re-established, this line will allow Petitioner to move LFG from the east side of the GCCS through the carbon vessels at S-71 before flaring at control device A-60, in case the A-80 treatment system is temporarily unavailable for maintenance or other reasons in the future.*

**Requested Period of Variance:** September 13, 2024 to December 12, 2024, or upon approval and commissioning of the A-80 upgrade project, whichever is sooner.

**Estimated Excess Emissions:** Although initially there was an estimate of excess emissions, prior to the variance hearing it was determined there were no excess emissions. As a result, the charge of a violation of Permit Condition 19867 Section 18.c was dropped.

**Fees collected this quarter:** \$11,721.00 in filing fees.

**Status:** Application for Interim and Short Variance filed by Applicant on September 13, 2024; Notice of Hearing for Interim Variance only (September 24, 2024), with Short Variance hearing to be held on a future date, filed and issued September 13, 2024; joint request for 14-day continuance of Hearing for Interim Variance only submitted by both parties on September 18, 2024 (approved by Hearing Board Chair); joint request for both the Interim and Short Variance hearings to be heard on October 8, 2024 submitted by both parties on September 27, 2024 (approved by Hearing Board Chair); Notice of Continued Hearings for both Interim and Short Variances (October 8, 2024) filed and issued on September 27, 2024; Interim and Short Variance hearings held October 8, 2024; Order Granting Short Variance filed and issued on October 21, 2024.

THE HEARING BOARD ORDERED:

*The Petitioner is granted both an Interim and a Short Variance from Regulation 2, Rule 1, Sections 307 and from Permit Conditions 25634, Section 5.a and 19867, Section 16. Combined, the Variances cover the period from September 13, 2024 through December 12, 2024, or upon approval and commissioning of the A-80 upgrade project, whichever is earlier.*

*The Short Variance granted is subject to the following conditions set forth in modified Joint Exhibit 1 and replicated here:*

- 1. Redwood shall provide three analyses of sulfur compounds in the landfill gas.
  - a. The first two analyses shall be of the landfill gas before it is abated by either S-71 or A-80 (“pre-abated landfill gas”). Two pre-abated landfill gas samples shall be drawn from locations upstream of both S-71 and A-80.*
  - b. The third analysis shall be of the landfill gas post-abatement. The post-abatement landfill gas to be analyzed shall be drawn from the sample point upstream from primary flare, A-60.*
  - c. All samples shall be drawn on the same calendar day and shall be drawn within seven (7) calendar days from the date the Variance Order is issued, while the S-64 and S-65 engines are offline and during the A-80 upgrade project while landfill gas is abated only by the existing 6,000-lb vessels in the A-80 treatment system and the existing vessels in the S-71 system.*
  - d. The samples shall be analyzed by laboratory testing and the test results shall**

*be reported to the District within three (3) calendar days from the date that lab results are received.*

2. *Redwood shall send the District weekly updates regarding the repair and operational status of S-64 and S-65. Redwood shall submit the first update within seven (7) calendar days from the date the Variance Order is issued and on a weekly basis thereafter or as requested by the District.*
3. *Redwood shall notify the District within 24 hours of S-64 and S-65 each returning to full operation.*
4. *Redwood shall record the position (e.g., “open” or “closed”) of the East side valve and the S-71 valve whenever the position of the valves change, including the date and time of the change. Redwood shall begin recording the positions of the East side valve and S-71 valve – including dates and times of changes – within 24-hours of the issuance of the Variance Order. Redwood shall make these records available upon request by the District.*
5. *Redwood shall submit the requested information to the District via email to the following email addresses: [lgriswold@baaqmd.gov](mailto:lgriswold@baaqmd.gov), [rmurray@baaqmd.gov](mailto:rmurray@baaqmd.gov), [compliance@baaqmd.gov](mailto:compliance@baaqmd.gov), and [mnishiki@baaqmd.gov](mailto:mnishiki@baaqmd.gov).*

---

Respectfully submitted,

*/s/ Valerie J. Armento*

Valerie J. Armento, Esq.  
Chair, Hearing Board

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Finance and Administration Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Preliminary Annual Financial Report for Fiscal Year 2023-2024 and First Quarter  
Financial Report for Fiscal Year 2024-2025

RECOMMENDED ACTION

No action requested at this time.

BACKGROUND

A financial report is submitted to the Committee each quarter in accordance with the Air District's Administrative Code and Procurement Policy for the relevant reporting period. The report provides an overview of the General Fund's financial activities for the fiscal year, including preliminary results for revenues, expenditures, and cash investment balance for the reporting period. Additionally, the report details vendor payments and contracts, in alignment with the Board of Directors' approved Procurement Policy and Administrative Code in effect for the reporting period.

DISCUSSION

These quarterly reports provide an update on the Air District's General Fund financial activities. Additionally, the reports detail vendor payments and contracts as required, based on the relevant procurement policies for the reporting period, as outlined below:

Attachment A covers the financial activities from July 1, 2023, to June 30, 2024. It includes a list of vendor payments and contracts in accordance with the adopted interim Procurement Policy (November 2023) and the Administrative Code effective January 1, 2024, for this reporting period.

Attachment B covers the financial activities from July 1, 2024, to September 30, 2024. It provides a list of vendor payments and contracts in accordance with the updated Procurement Policy (May 2024) and the adoption of the new Administrative Code Section 9.4, effective July 1, 2024, for this reporting period.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Jun Pan  
Reviewed by: Stephanie Osaze

ATTACHMENTS:

- 1. Attachment A -FYE 2024Q4 Preliminary Financial Report
- 2. Attachment B -FYE 2025Q1 Financial Report

## Attachment A: Financial Summary for the Fourth Quarter (Fiscal Year 2024)

This report summarizes the Air District’s preliminary annual financial results for the 2023-2024 fiscal year. The following information summarizes those results.

### GENERAL FUND: STATEMENT OF REVENUES – Comparison of Prior Year Quarter Actual and Current Year Budget to Actual

REVENUE TYPE	4th QTR FY 2023	4th QTR FY 2024	FY 2024 - % of BUDGETED REVENUES
Property Tax	\$45,219,313	\$47,524,894	106%
Permit Fees	\$64,106,133	\$65,499,957	104%
Penalty Assessment **	\$2,008,464	\$24,035,940	801%
Grants (includes AB617)	\$13,145,141	\$12,287,569	77%
Other Revenues	\$4,887,931	\$7,606,025	186%
<b>Total Revenues (exclude transfers)</b>	<b>\$129,366,982</b>	<b>\$156,954,385</b>	<b>120%</b>

\*\* Approximately \$21M will be transferred to Local/Regional Community Benefit Fund

### GENERAL FUND: STATEMENT OF EXPENDITURES - Comparison of Prior Year Quarter Actual and Current Year Budget to Actual

EXPENDITURE TYPE	4th QTR FY 2023	4th QTR FY 2024	FY 2024 - % of BUDGETED EXPENDITURES
Personnel - Salaries	\$54,606,535	\$58,793,096	100%
Personnel - Benefits	\$34,030,046	\$31,515,189	106%
Operational Services and Supplies	\$28,005,740	\$29,268,770	50%
Capital Outlay	\$3,635,921	\$4,268,478	45%
<b>Total Expenditures (General Fund)</b>	<b>\$120,278,241</b>	<b>\$123,845,533</b>	<b>79%</b>

### CASH INVESTMENTS IN COUNTY TREASURY – Account Balances as of the Fourth Quarter

CASH/INVESTMENTS	4th QTR FY 2023	4th QTR FY 2024
General Fund	\$110,032,408	\$161,961,629
Transportation for Clean Air (TFCA)	\$135,236,530	\$144,344,034
Mobile Source Incentive Fund (MSIF)	\$66,977,139	\$77,367,759
Carl Moyer	\$83,962,315	\$120,408,083
CA Goods Movement	\$22,582,106	\$20,558,460
Air Quality Projects (Other)	\$2,622,352	\$1,542,675
Vehicles Mitigation	\$24,278,999	\$40,201,781
<b>Total</b>	<b>\$445,691,850</b>	<b>\$566,384,421</b>

## VENDOR PAYMENTS

In November 2023, the Board of Directors approved an **interim** Procurement Policy in conjunction with adopting the new Administrative Code effective January 1, 2024, through June 30, 2024.

Pursuant to Section 2 of the Procurement Policy, quarterly reporting in lieu of Board Authorization is permissible for renewal of contracts that exceed \$200,000. For all such contracts, recurring payments under these contracts shall be presented in the quarterly financial report.

The quarterly reporting of payments is limited to only the following categories of goods or services:

- 1) Utilities
- 2) Software Licenses
- 3) Software as a Service
- 4) OEM Equipment Warranties
- 5) OEM Equipment Maintenance/Service
- 6) Legal Services
- 7) Equipment Leases
- 8) Bay Area Headquarters Authority common area and shared services agreements
- 9) Employee Benefits (CalPERS, Life Insurance, FSA, etc.)
- 10) Fuel (e.g., WEX card)

Below is a list of eligible categories of goods and services payments made in the 36-month period as noted above for the reporting requirement of over \$100,000.

In addition, recurring benefit payments made by the Air District on behalf of its employees are included in the quarterly report to ensure transparency. These benefit payments include pension, health, dental and vision expenditures incurred in the 2024 fiscal year and have been appropriately budgeted as a part of the overall Air District budget.



**Thirty-Six Month Payment by Categories:**

<b>Payment Categories</b>	<b>AMOUNT PAID (July 2021 - June 2024)</b>
<b>UTILITIES</b>	
AT & T CALNET	159,766
COGENT COMMUNICATIONS, INC.	174,641
COMCAST CABLE COMMUNICATIONS	545,929
FASTRAK	121,810
PACIFIC GAS & ELECTRIC COMPANY	714,696
QUADIENT, INC.	119,782
VERIZON WIRELESS	732,561
WEX FLEET UNIVERSAL-ENTERPRISE	495,118
<b>SOFTWARE LICENSES</b>	
EPLUS TECHNOLOGY, INC.	240,579
ORACLE AMERICA, INC.	179,357
<b>SOFTWARE AS A SERVICE</b>	
DOCUSIGN	101,594
LIGHTHOUSE	187,040
MICROSOFT CORPORATION	549,906
<b>OEM EQUIPMENT MAINTENANCE/SERVICE</b>	
CDW GOVERNMENT	778,128
<b>LEGAL SERVICES</b>	
ATKINSON, ANDELSON, LOYA, RUUD	106,663
SLOAN SAKAI YEUNG & WONG LLP	504,930
<b>QUIPMENT LEASES</b>	
CANON FINANCIAL SERVICES, INC.	177,052
ENTERPRISE FLEET SERVICES	1,239,629
ENTERPRISE HOLDINGS, INC	101,403
<b>OTHER</b>	
CAL-CARD PROGRAM	467,388

**The Fourth Quarter of FY 2024 Health and Benefits Payments:**

<b>Payment Categories</b>	<b>AMOUNT PAID (July 2023 - June 2024)</b>
<b>HEALTH &amp; BENEFITS</b>	
BENEFIT COORDINATORS CORPORATION	2,065,600
CA PUBLIC EMP RET SYSTEM- HEALTH	10,341,302
CA PUBLIC EMP RET SYSTEM- PENSION	8,749,231
CALIFORNIA VISION SERVICE PLAN	100,641.41
P & A ADMINISTRATIVE SERVICES	497,547

CONTRACTS:

In November 2023, the Board of Directors approved an **interim** Procurement Policy in conjunction with adopting the new Administrative Code effective January 1, 2024, through June 30, 2024.

Pursuant to Section 9.4(a) of the Administrative Code, the APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000).

As mandated in Sections 9.4(b), 9.4(c), and 9.4(d) of the Administrative Code, and Section 2 of the Procurement Policy, quarterly reporting is required of all APCO authorized contracts (including amendments to contracts) with a contract value that exceeds \$100,000. For purposes of applying the \$100,000 Board of Directors reporting threshold, the value of a contract shall be determined by adding the amount of the procurement to the sum of all previous procurements from the same vendor in excess of \$30,000 (under a single purchase order) for the preceding 36-month period.

Below is a list of eligible **contracts** executed during the FY 2024 Fourth Quarter reporting period.

Vendor	Synopsis	Total Contract Value	Date Executed
<b>New Contracts - 9.4 (b)</b>			
Falcon Collision Repair, Inc	Autobody services for Air District fleet	\$120,000.00	12-Apr-24
Envall Design	Graphic design services	\$150,000.00	02-May-24
Randi Wallach	Legal advice and consultation services	\$200,000.00	12-Apr-24
<b>Amendments - 9.4 (c)</b>			
Allison and Partners	Amendment to increase the total cost for public relations services	\$297,000.00	18-Apr-24
BAE Urban Economics	Amendment to add funds for socioeconomic analyses for Rule Development projects	\$180,000.00	12-Jun-24
Deborah Jordan	Amendment to add funds for consulting and advice on strategic planning efforts	\$200,000.00	10-May-24
Denovo Ventures, LLC	Managed application services, JDE hosting, and implementation of LDAP over SSL (secure JD Edwards authentication)	\$2,103,118.00	20-Jun-24
Eastern Research Group, Inc.	Amendment to add funds for socioeconomic analyses for Rule Development projects	\$180,000.00	12-Jun-24
Environmental Audit	Amendment to term and total cost for CEQA Analysis and CEQA documents for Rule Development	\$294,000.00	24-Jun-24
Nancy Feldman	Training, case management process improvement and legal consultation for environmental enforcement actions	\$195,000.00	16-Feb-24
Naviant Inc.	Hyland OnBase Implementation and Support Services	\$121,896.65	24-Jun-24
Questica, Inc.	Add licenses and support services for additional modules for budget software	\$142,957.24	25-Jun-24
Rincon Consultants, Inc.	Amendment to term and total cost for technical/expert research to support the Building Appliance Implementation Working Group	\$105,000.00	28-Jun-24
Tri-Star Office Moving, Inc.	Amendment to add funds for moving, handyperson, and minor installation services	\$120,000.00	07-May-24
<b>Emergency - 9.4 (d)</b>			
BELFOR USA Group, Inc.	Emergency clean-up work required for intrusion of sewer water in workspace/offices at Concord field office	\$4,000.00	16-May-24
BELFOR USA Group, Inc.	Demolition of sewage water damaged area at Concord field office	\$7,861.22	12-Jun-24
BELFOR USA Group, Inc.	Reconstruction of sewage water damaged area at Concord field office	\$6,028.76	12-Jun-24

## Attachment B: Financial Summary for the First Quarter (Fiscal Year 2025)

The report provides an update on the Air District's financial results for the First quarter of the 2024-2025 fiscal year. The following information summarizes those results.

### GENERAL FUND: STATEMENT OF REVENUES – Comparison of Prior Year Quarter Actual and Current Year Budget to Actual

REVENUE TYPE	1st QTR FY 2024	1st QTR FY 2025	FY 2025 - % of BUDGETED REVENUES
Property Tax	\$406,780	\$419,246	1%
Permit Fees	\$22,140,554	\$21,194,897	32%
Penalty Assessment	\$1,870,942	\$1,313,695	33%
Grants (includes AB617)	\$16,264	\$0	0%
Other Revenues	\$901,824	\$1,440,682	26%
<b>Total Revenues (exclude transfers)</b>	<b>\$25,336,364</b>	<b>\$24,368,520</b>	<b>17%</b>

### GENERAL FUND: STATEMENT OF EXPENDITURES - Comparison of Prior Year Quarter Actual and Current Year Budget to Actual

EXPENDITURE TYPE	1st QTR FY 2024	1st QTR FY 2025	FY 2025 - % of BUDGETED EXPENDITURES
Personnel - Salaries	\$12,495,612	\$14,758,747	20%
Personnel - Benefits	\$6,366,103	\$7,304,383	25%
Operational Services and Supplies	\$4,450,998	\$3,850,420	7%
Capital Outlay	\$905,984	\$1,364,688	12%
<b>Total Expenditures (General Fund)</b>	<b>\$24,218,698</b>	<b>\$27,278,239</b>	<b>16%</b>

### CASH INVESTMENTS IN COUNTY TREASURY – Account Balances as of the First Quarter

CASH/INVESTMENTS	1st QTR FY 2024	1st QTR FY 2025
General Fund	\$96,059,568	\$137,558,257
Transportation for Clean Air (TFCA)	\$133,240,341	\$146,461,987
Mobile Source Incentive Fund (MSIF)	\$69,003,297	\$79,555,778
Carl Moyer	\$78,904,282	\$136,664,014
CA Goods Movement	\$22,645,959	\$20,767,566
Air Quality Projects (Other)	\$2,491,036	\$1,558,033
Vehicles Mitigation	\$24,945,111	\$60,228,572
<b>Total</b>	<b>\$427,289,594</b>	<b>\$582,794,207</b>

## VENDOR PAYMENTS

In May 2024, the Board of Directors approved a new comprehensive Procurement Policy in conjunction with adopting the new Administrative Code Section 9.4 effective July 1, 2024.

Pursuant to Section 8.d of the Procurement Policy, quarterly reporting in lieu of Board Authorization is permissible for the renewal of contracts that exceed \$200,000 for select categories of goods and services, provided that the initial procurement was authorized under the then-applicable provisions of the Administrative Code and Procurement Policy, including the use of appropriate required competitive processes.

For all such contracts, recurring payments shall be reported to the Board of Directors in the quarterly Financial Report. These select recurring services are limited to utilities and other core services specifically identified in the Procurement Policy and Procedures and for which the Board of Directors has provided pre-approval given their essential and recurring nature.

The quarterly reporting of payments is limited to only the following categories of goods or services:

1. Utilities (e.g., PG&E, Comcast, AT&T, etc.)
2. Air District Insurance (e.g., Premiums, etc.)
3. Employee Benefits (e.g., CalPERS, Life Insurance, FSA, etc.)
4. Fuel (e.g., WEX card)
5. Bay Area Headquarters Authority common area and shared services expenses
6. Property Leases and License Agreements
7. Software Licenses, Warranties, Maintenance, and Support Services
8. Cloud Based Information Infrastructure and Services
9. OEM Equipment Warranties
10. Equipment Leases

Below is a list of eligible categories of goods and services payments made in FY 2025 as noted above for the reporting requirement of over \$100,000.

**FY 2025 Payment by Categories:**

<b>Payment Categories</b>	<b>AMOUNT PAID (July 2024 -Sept 2024)</b>
<b>Property Leases and License Agreements</b>	
WANG BROTHERS INVESTMENTS, LLC	118,497
<b>Software Licenses, Warranties, Maintenance, and Support Services</b>	
NAVIANT, INC	106,964

**The FY2025 Health and Benefits Payments:**

<b>Payment Categories</b>	<b>AMOUNT PAID (July 2024 -Sept 2024)</b>
<b>EMPLOYEE &amp; BENEFITS</b>	
BENEFIT COORDINATORS CORPORATION	334,865
CA PUBLIC EMP RET SYSTEM- HEALTH	2,765,678
CA PUBLIC EMP RET SYSTEM- PENSION	853,139
P & A ADMINISTRATIVE SERVICES	102,103

## CONTRACTS

In May 2024, the Board of Directors approved a new comprehensive Procurement Policy in conjunction with adopting the new Administrative Code Section 9.4 effective July 1, 2024.

Pursuant to Section 9.4(b) of the Administrative Code, the APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000) as specified in the Procurement Policy. The APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000).

As mandated in Sections 9.4(b), 9.4(c), and 9.4(d) of the Administrative Code, and Section 8.a of the Procurement Policy, quarterly reporting is required of all APCO authorized contracts (including amendments to contracts) with a contract value that exceeds \$100,000. For purposes of applying the \$100,000 Board of Directors reporting threshold, the amount of the contract shall be determined by adding together the amount of the base contract and, if applicable, any amendments and option years.

Below is a list of eligible contracts executed during the FY 2025 First Quarter reporting period.

Vendor	Synopsis	Total Contract Value	Date Executed
<b>New Contracts - 9.4 (b)</b>			
OpenGov, Inc	OpenGov Procurement purchase - 3-year agreement + Professional Services for implementation	\$124,377.23	25-Sep-24
Protiviti Government Services, Inc.	Development, design, architecture, and application development services to support Air District activities and infrastructure.	\$199,680.00	25-Sep-24
QuantumERA LLC	Maintenance for the Spare the Air mobile application	\$150,000.00	07-Aug-24
<b>Amendments - 9.4 (c)</b>			
Baker Tilly US, LLP	Amendment to add funds for the development of HR policies and procedures	\$191,700.00	02-Jul-24
Cylogy, Inc.	Amendment to add funds for backend website content management system integration, customization and infrastructure support.	\$3,884,507.00	28-Aug-24
Desert Research Institute	Amendment to add funds and extend term for District participation in the CANSAC oversight groups	\$110,000.00	12-Jul-24
Diff Works, LLC	Amendment to term, total cost, and general description of services to provide creative videography and production services at the request and direction of District.	\$140,250.00	16-Sep-24
Energy and Environmental Economics	Amendment to total cost, scope of work, and cost schedule for services to evaluate potential electric grid impacts resulting from the proposed zero Nox standards rule adoption 9-4 and 9-6	\$131,495.00	19-Jul-24
Innoppl, Inc.	Amendment to extend term and amend total cost for maintenance for the Spare the Air mobile application	\$208,250.00	24-Jul-24
Naviant Inc.	Various Hyland OnBase Implementation and Support Services	\$199,896.65	24-Jul-24
Questica, Inc.	Annual renewal licenses and support services for budget software maintenance	\$176,317.12	02-Jul-24

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Finance and Administration Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Contract Amendment with Robert Half for Temporary Staffing

RECOMMENDED ACTION

Recommend to the Board of Directors that the Board authorize the Executive Officer/APCO to amend the Professional Agreement with Robert Half Inc. to increase the total not-to-exceed dollar amount of the agreement by \$1,000,000, from \$1,000,000 to \$2,000,000, for staff augmentation to support the Air District's Strategic Plan.

BACKGROUND

The professional services contract with Robert Half, Inc., for an amount of \$1,000,000 over a 3-year period was approved by the Board of Directors on July 19, 2023. Robert Half, Inc. provides expertise services in sourcing, screening, and placing temporary staffing within condensed timeframes. With the newly approved 5-year strategic plan, the Air District will need additional resources and staff to create the infrastructure to build a technology platform and project manage the progress of the strategic plan's accomplishments.

DISCUSSION

The funding request to support temporary staffing is crucial for successfully implementing the Strategic Plan across the Engineering and Enforcement programs. As we work to align departmental goals with the broader organizational objectives, temporary staff will provide the flexibility needed to execute critical initiatives, such as enhancing data-driven decision-making, improving project management processes, and modernizing the program's technology infrastructure and software. By bringing in additional resources, we can ensure timely support for these programs, enabling them to adopt the technological improvements and workflow optimizations outlined in the Strategic Plan without overburdening existing staff.

This staffing request aligns directly with the organization's Strategic Plan, particularly in advancing operational excellence and technological modernization. The Corrective Action Plan, a four-year plan, requires additional project management resources to ensure we stay on track with key milestones and deadlines. Temporary staff will maintain momentum, ensure proper project oversight, and facilitate coordination between departments. Their support will help us achieve the corrective actions outlined in the plan and deliver on the strategic goals set for Engineering and Enforcement within the broader framework of our organizational objectives.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the contract amendment are included in the divisional programs for Fiscal Year Ending 2025 and will be budgeted in the Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Joseph Huynh  
Reviewed by: Lisa Baker

#### ATTACHMENTS:

1. Robert Half 2023.142 Draft Amendment 1
2. Robert Half Executed Contract



**FIRST AMENDMENT TO  
RH CUSTOMER AGREEMENT**

This First Amendment to RH Customer Agreement (“**First Amendment**”) is entered into as of the last date of signature below by and between, Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups (“**RH**” or “**CONTRACTOR**”), and Bay Area Air Quality Management District (“**DISTRICT**” or “**BAAQMD**”). This First Amendment is effective as of the last date of signature below (the “**First Amendment Date**”).

RECITALS

WHEREAS, the parties entered into that certain RH Customer Agreement effective August 1, 2023 through July 31, 2026; respectively signed by the parties on August 15, 2023 and August 22, 2023 (the “**Agreement**”);

WHEREAS, the parties desire to amend the Agreement to correct District’s company name;

WHEREAS the parties desire to amend the Agreement to update the amount stated in Section 1.6;

WHEREAS, the parties desire to amend the Agreement to increase the amount stated in Section 2.22 and 2.24;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties hereby agree as follows:

1. By this First Amendment, replace all references to “Bay Area Air Quality Management” in the Agreement with “Bay Area Air Quality Management District.”
2. In Paragraph d of Section 1.6 “General Principles of Our Relationship” – revise the insurance requirement amounts by updating the aggregate total; i.e. delete the section in its entirety and replace with the following:

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 and at least two million (\$2,000,000) in aggregate. 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 and at least two million (\$2,000,000) in aggregate. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
  - iv) Professional liability insurance with limits not less than five million dollars (\$5,000,000) for each claim.
3. In Paragraph F of Section 2.22. “DISPUTE RESOLUTION” – revise the maximum recovery amount by increasing the figure by \$1,000,000; i.e. delete the section in its entirety and replace with the following:

“ Maximum recovery under this section shall be two million dollars (\$2,000,000). The mediation costs shall not reduce the maximum amount recoverable under this section.
  4. In Section 2.24 “NOT TO EXCEED” – revise the NTE amount by increasing the figure by \$1,000,000; i.e. delete the section in its entirety and replace with the following:

“Total cost of Contract not to exceed \$2,000,000. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if RH continued to provide services after the Not-to-Exceed Amount was reached).”

5. This First Amendment is effective as of the First Amendment Date, and no changes or modifications hereto shall be effective unless the same shall be in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

The parties to this First Amendment each indicate their acceptance of the terms herein by the signature of a duly authorized and empowered signatory.

IN WITNESS WHEREOF, the parties have set their hands and seals.

**Robert Half Inc.**

By: \_\_\_\_\_

Print: Surbhi Pir

Title: Regional President

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

**Bay Area Air Quality Management District**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

DRAFT

## RH Customer Agreement

---

This RH Customer Agreement (the "Agreement" or "Contract") governs transactions by which you retain the services of Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups ("RH" or "CONTRACTOR"), to assist Bay Area Air Quality Management ("BAAQMD" or "DISTRICT") in meeting its contract talent needs.

### Part 1 - General

---

#### 1.1 Definitions

"Professional" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half Inc. signature line of this Agreement.

"Services" means the provision of services by the Professional to you.

#### 1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement and by this reference incorporated herein. RH also provides additional terms for Services in documents called "job arrangement letters," which are also incorporated into this Agreement by this reference. All transactions under this Agreement will have a job arrangement letter, which will be sent to BAAQMD when RH provides Services to BAAQMD. If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

In order to initiate Services, BAAQMD will provide RH with written notice describing the Services BAAQMD needs, including the date of service, the location of service, and a maximum cost. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send BAAQMD a job arrangement letter. BAAQMD may accept the terms in a job arrangement letter by signing and returning the job arrangement letter. RH shall not perform any work for BAAQMD until it receives a job arrangement letter signed by BAAQMD.

#### 1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. BAAQMD agrees to pay accordingly, including any late payment fee.

### 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.

#### 1.4 Changes to the Agreement Terms

This Agreement represents the final, complete, and exclusive statement of the agreement between the parties related to RH providing services to BAAQMD, and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. For a change to this Agreement to be valid, it must be in writing and signed by both parties.

#### 1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, BAAQMD is entitled to recover damages from RH. Regardless of the basis on which BAAQMD is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to up to 2x the fees actually paid to RH for the Services that are the subject of the claim. It is understood that BAAQMD is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

#### Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

## 1.6 General Principles of Our Relationship

- a. RH shall maintain workers' compensation insurance and commercial liability insurance.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. 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.
  - iv) Professional liability insurance with limits not less than five million dollars (\$5,000,000) for each claim.
- e. All insurance shall be placed with insurers acceptable to DISTRICT.
- f. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. 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.
- g. 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.
- h. Both parties shall comply with all applicable laws during the Term of this Agreement.

## 1.7 Agreement Term

The Term of this Agreement will run from August 1, 2023, through July 31, 2026, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

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 2.9 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.

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) Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), RH shall be compensated on a time and materials basis only. RH provides contract talent solutions and does not provide deliverables.
- 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.

The terms of section 1.3, including the payment obligations set forth in Section 1.3 above, remain in effect until fulfilled, even if the agreement is terminated, and apply to each party's respective successors and assignees.

## Part 2 - Services

### 2.1 Pre-Assignment Screening

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

If Professional holds a license to practice law from the bar association of any U.S. state, or holds a certification from the National Association of Legal Assistants or National Federation of Paralegal Associations as indicated on his or her application, RH will have a third party vendor request confirmation of that licensure or certification. RH has not engaged in any verification process other than the checks described in this paragraph (e.g., RH has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.). To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where our professional has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. BAAQMD understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, BAAQMD acknowledges that the checks will not be completed for our professional in time for his or her start date due to such delays or unavailability of sources. BAAQMD will permit our professional to start an assignment with BAAQMD on the start date while attempting to complete the checks, to the extent allowed by law. If BAAQMD requests a copy of the results of any checks conducted on RH's our professionals, BAAQMD agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

## 2.2 Scope of Assignment

You shall supervise Professionals providing services to you. RH shall not be responsible or liable for any losses, liabilities, damages or claims arising out of BAAQMD's failure to supervise the RH assigned professionals providing services to BAAQMD, but RH will otherwise be responsible for Professionals' actions. You shall not permit or require Professionals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional; (v) to make any final decisions regarding system design, software development or the acquisition of hardware or software; or (vi) to make transfers of tangible personal property. Neither BAAQMD nor RH shall be responsible for any criminal act or other willful misconduct by Professionals outside the scope of their services, even if related to such services.

BAAQMD recognizes that RH is not a law firm, is not licensed to practice law and has not been retained to provide legal advice or services. In order to satisfy the requirements of the various state bars and similar organizations that regulate the practice of law, BAAQMD agrees that RH's placement of licensed attorneys (as project attorneys or in a non-attorney role) ("Project Attorneys") with BAAQMD is subject to the following terms and conditions: a. Project Attorneys shall not directly represent any party, person, entity or organization, sign contracts, pleadings, affidavits or declarations, correspondence with court officials, terms sheets or settlement agreements, appear as the primary attorney of record in any court or legal proceeding or render legal opinions on behalf of RH, BAAQMD or any other party while on the engagement. b. Each Project Attorney will be under the control and supervision of a BAAQMD employee who is licensed or otherwise authorized to practice law in the state where the Project Attorney is providing services. Project Attorney must have the requisite knowledge and skill level, furnish all necessary resources to the Project Attorney and take all appropriate steps to protect client confidential information without any participation by RH. c. BAAQMD will consult with each proposed Project Attorney prior to any assignment to determine that any previous services performed by the Project Attorney will not create a conflict of interest, risk disclosure of client confidential information or present any other ethical problem. If BAAQMD determines that such a conflict of interest or other ethical problem exists, BAAQMD will inform RH immediately, and RH will provide a replacement attorney with no charge for the time spent by the original Project Attorney participating in this preliminary ethical determination. d. The hourly fees paid to RH under this Agreement are solely for locating, recruiting, interviewing and placing Project Attorneys, and no portion of such amount is deemed to represent legal fees paid to RH.

## 2.3 Cash Handling and Other Financial Transactions and Activities

No Professional will be allowed to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities.

## 2.4 Workplace Safety

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to Professionals working on your premises. To ensure the safety of potentially vulnerable individuals, you agree to tell Professionals they are not permitted, while at 375 Beale St, San Francisco, CA 94105, to have unsupervised or unmonitored contact with (a) minors or (b) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if

RH is legally required to initiate E-Verify verification procedures for any Professional. RH reserves the right to re-assign any Professional, with advance notice to BAAQMD.

## 2.5 Operation of Vehicle and Equipment

RH does not authorize our Professionals to operate machinery (other than office machines) or vehicles.

## 2.6 Remote Work

You may request that RH permit its Professionals to provide services to BAAQMD remotely (i.e., from a location other than BAAQMD's or your customer's premises) using BAAQMD's or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). BAAQMD acknowledges and agrees that RH shall provide only blank devices and, as such, shall have no control over, and BAAQMD shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Professional shall not save or store any BAAQMD files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

## 2.7 Claims

RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

## 2.8 Confidentiality

The Professionals will execute any confidentiality agreement that you may require. BAAQMD agrees to be responsible for obtaining the Professional's signature. To the extent allowed by law, BAAQMD agrees to hold in confidence Professional's social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Carrying out the purposes of this Agreement may require access to certain of BAAQMD'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 BAAQMD may designate in a conspicuous manner Confidential Information that Professional or RH obtains from BAAQMD, and RH and Professional will, to the extent actually obtained:

- 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 Professional requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that RH'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 Agreement.
- D. Notify BAAQMD 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 RH's expense, but at BAAQMD's option and in any event under BAAQMD'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 RH or Professional.
- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

This section shall not apply to (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement, and allow that other Party the opportunity to seek to prevent the disclosure, at their sole discretion.

## 2.9. 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 St, Suite 600  
San Francisco, CA 94105  
Attn: Judy Yu

CONTRACTOR: Robert Half International Inc.  
2613 Camino Ramon  
San Ramon, CA 94583  
Attn: Attention: Client Contracts Dept.  
With a copy to: 50 California St., 10th Floor, San Francisco, CA 94111-4624

This Agreement is only applicable to, and the only Robert Half branch and practice groups obligated under this Agreement are, the finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

**2.10** RH shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays. RH, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

**2.11 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.

**2.12 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's Professionals 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.

- 2.13 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. Robert Half International Inc. is an Equal Opportunity Employer. Notwithstanding anything to the contrary herein, DISTRICT acknowledges that CONTRACTOR does not: (i) track or request race, gender, veteran or disability status of the assigned Professionals; or (ii) meet any applicant tracking or recordkeeping requirements.
- 2.14 PROPERTY AND SECURITY** – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR will require its Professionals to comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT'S premises. RH employees shall not enter DISTRICT'S premises without agreeing to comply.
- 2.15 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.
- 2.16 WAIVER** – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 COUNTERPARTS/DOCUSIGN/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 DocuSign or scanned copy of any party's signature as an original for all purposes.
- 2.22 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 ©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V



- 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 sixty (60) 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 in accordance with section 2.23 to enforce the Contract.
- F. Maximum recovery under this section shall be one million dollars (\$1,000,000) The mediation costs shall not reduce the maximum amount recoverable under this section.

**2.23 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.

**2.24 NOT TO EXCEED** – Total cost of Contract not to exceed \$1,000,000.

By signing below, both parties agree to the terms of this Agreement.

Agreed to:  
**Bay Management**  
 DocuSigned by:  
 By Philip Fine  
7314B577922A46A...  
 Authorized Signature  
 Name (type or print): Philip M. Fine  
 Date: 8/22/2023  
 Customer address: 375 Beale St., Ste 600, San Francisco, CA 94105

Agreed to:  
**Robert Half Inc.**  
 By Abe Klatt  
Authorized Signature  
 Name (type or print): Abe Klatt  
 Date: 8/15/2023  
 Branch address: 50 California St., 10th Floor, San Francisco, CA 94111-4624

Approved as to form:  
 District Counsel

DocuSigned by:  
 By Alexander Crockett 8/21/2023  
6DC7110552B5451...  
 Alexander G. Crockett  
 District Counsel

After signing, please return a copy of This Agreement to the RH "Branch address" shown above.

## Exhibit A

Professionals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees BAAQMD's satisfaction with the Services of the Professional by extending to BAAQMD (i) a one-day (8 hours) guarantee for placements made through the finance & accounting, administrative & customer support, or legal practice group, (ii) a two-day (16 hours) guarantee for placements made through the management resources or marketing & creative practice group or (iii) a five-day (40 hours) guarantee for placements made through the technology practice group (the "Guarantee Period"). If, for any reason, the Professional is not satisfactory to BAAQMD, RH will not charge for the hours worked during the Guarantee Period, provided that BAAQMD allow RH to replace the Professional. Unless RH is contacted by BAAQMD before the end of the Guarantee Period, BAAQMD agrees that the Professional is satisfactory for the purposes of this guarantee.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. Professional will present a time sheet or an electronic time record to BAAQMD for verification and approval at the end of each week. RH will bill BAAQMD weekly for the total hours worked; RH's invoices are due 30 days after receipt, including applicable sales and service taxes, all of which are payable by BAAQMD. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology if you request that Professional use equipment or technology provided by RH.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week. State laws vary. If California law requires a different overtime pay, that overtime pay rate shall be what is billed.
4. **Hiring the Professional** - After you evaluate the performance and potential of a Professional on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment.

The conversion fee will be owed and invoiced upon your hiring of the Professional, and payment is due upon receipt of the invoice. RH will calculate any and all conversion fees using the full-time equivalent salary of the Professional.

The conversion fee will equal twenty-five percent (25%) of the aggregate annual compensation, including bonuses for any Professionals placed within the first 6 months of an assignment. After a Professional from the management resources, finance & accounting, contract talent, administrative & customer support, technology, marketing & creative, or legal practice groups has been billed and paid for 6 months on assignment with you, no conversion fee shall be owed.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Finance and Administration Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Establishment of a New Classification of Civil Rights Officer

RECOMMENDED ACTION

Recommend to the Board of Directors that the Board establish a new classification of Civil Rights Officer in the Management Unit at Salary Range 156M.

BACKGROUND

Pursuant to the Administrative Code Division III Section 5, the Air District periodically reviews, updates, and creates classifications to effectively administer the recruitment and selection program and address the organizational structure of the Air District.

DISCUSSION

Air District staff are proposing an organizational restructuring of the agency's Equity and Community Programs to align with the Air District's *2024-2029 Strategic Plan*. One proposal is to establish the Office of Civil Rights to ensure compliance with key civil rights laws, including Title VI of the Civil Rights Act of 1964 and California Government Code Section 11135. In addition to ensuring compliance within the Air District's programs and policies, the office will affirmatively raise Title VI and Government Code Section 11135 issues with agencies that receive state and federal funds. By taking this affirmative approach, the office will work to identify and correct disproportionate, adverse impacts on communities based on race, color, national origin, or other protected classes.

The creation of the new classification of Civil Rights Officer allows staff to perform this level of focused and specialized program work. The Civil Rights Officer specifically serves as a key advisor and is responsible for overseeing the Civil Rights and Title VI programs and initiatives and ensuring environmental protection benefits are shared by all Air District communities and in compliance with civil rights laws, regulations, and policies.

Attached is the classification specification.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. This recommendation creates a new classification and does not increase the number of funded positions.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Hyacinth Hinojosa and Lisa Baker  
Reviewed by: Arsenio Mataka and Alexander Crockett

ATTACHMENTS:

1. Civil Rights Officer Classification Specification



## **CLASSIFICATION SPECIFICATION**

**Classification Specification Name:** Civil Rights Officer

**Class Codes:** 2M112

**Salary Grade:** 156M

**Bargaining Unit:** Management

**Established Date:**

**Revision Date:**

### **CLASSIFICATION SUMMARY**

Under executive direction, responsible for developing, implementing, and overseeing the Air District's Civil Rights and Title VI programs and initiatives, ensuring environmental protection benefits are shared by all Air District community members, and compliance with civil rights laws, regulations, and policies.

This includes ensuring that all individuals, regardless of race, color, national origin, disability, or other protected class, have equal access to the organization's services, programs, and environmental protections. The incumbent leads initiatives to ensure the benefits of environmental protection are equitably distributed across all communities, with a focus on underserved populations.

### **DISTINGUISHING CHARACTERISTICS**

The incumbent in this class serves as a key advisor and resource to Air District leadership in developing and implementing strategic initiatives, language and disability access programs, and other proactive civil rights focused programs. The incumbent collaborates with external agencies to ensure all citizens in communities supported by the Air District have equal access to clean air and environmental protection. The incumbent ensures internal policies and procedures provide compliance with program regulatory requirements and conducts proactive

audits to improve the Air District's support of protected classes. The Civil Rights Officer is distinguished from the Deputy Executive Officer in that the latter is responsible for multiple divisions of the Air District.

### **SUPERVISION RECEIVED AND/OR EXERCISED**

Supervision is provided by the Deputy Executive Officer. Responsible for direct supervision of staff.

### **EXAMPLES OF DUTIES**

*The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties. Please refer to the position description for more detail.*

Develops, implements, and monitors the organization's Title VI program, ensuring compliance with civil rights laws and preventing discrimination in service delivery and program access.

Advises executive leadership on strategies and policies to ensure the organization's services and programs are equitable, accessible, and compliant with Civil Rights laws, regulations and policies.

Conducts investigations and audits of civil rights discrimination complaints and advises leadership regarding findings. Makes recommendations to modify processes, policies, procedures, and training to mitigate future complaints.

Tracks and analyzes legislative developments related to civil rights, particularly Title VI, and recommends updates to organizational policies and procedures to ensure ongoing compliance.

Reviews, evaluates, and recommends effective nondiscriminatory policies and procedures which comply with local, state, and federal laws, rules, and regulations.

Creates and implements training for Air District leaders and staff on the civil rights laws, Title VI programs, and their applicability to the work that is performed by the Air District.

Collects, analyzes, and reports on data related to civil rights compliance, discrimination complaints, and Title VI program performance. Presents findings and recommendations to the executive team, board, and external stakeholders.

Leads outreach efforts to underserved and minority communities to ensure their access to environmental protections and organizational services. Develops language access and disability accommodation programs to remove barriers to participation.

Represents the Air District in meetings with governmental agencies, community groups, and other organizations on civil rights and Title VI matters. Collaborates with external partners to enhance the Air District's compliance efforts.

Maintains accurate and confidential records, prepares clear and concise reports, correspondence, and other written materials.

Oversees staff responsible for civil rights program administration, including audits, training, and outreach. Provides direction and support to ensure successful completion of assigned tasks, projects, and goals.

Performs other related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

*The items listed below are the minimum requirements for this classification.*

Bachelor's degree in human resources, public administration, business administration, law, or a closely related field, and five years of experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

### **LICENSES AND CERTIFICATIONS:**

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

### **OTHER REQUIREMENTS**

None.

## **KNOWLEDGE AND SKILLS**

*The minimum knowledge and skills needed to perform the essential duties of the classification.*

### **Knowledge of:**

Administrative principles and practices, including goal setting, program and budget development and implementation.

Principles and practices of employee supervision, including selection, training, work evaluation, and performance management.

Civil rights program administration and compliance audits.

Applicable Title VI and other civil rights state and federal laws, rules, and regulations (e.g., ADA, Section 504).

Research and statistical methods and techniques.

Program management, including planning, implementation, and evaluation of civil rights compliance programs.

Methods for conducting investigations and compliance audits.

Principles of organizational equity, inclusion, and diversity.

Techniques for effective public engagement and communication, particularly with underserved communities

### **Skills in:**

Supervising, planning, organizing, assigning, directing, reviewing, and evaluating the work of assigned staff.

Selecting and motivating staff and providing for their training and professional development.

Interpreting, explaining, and applying Air District rules and regulations and local, state and federal laws.

Representing the Air District effectively in contacts with the public, community organizations, industry, and other agencies.

Analyzing complex regulatory requirements and administrative problems, evaluating alternative solutions, translating them into actionable policies, and adopting effective courses of action.



Developing and implementing civil rights and Title VI compliance programs.

Investigating complaints of discrimination and recommending corrective actions.

Collaborating, establishing, and maintaining effective working relationships with those contacted in the course of the work.

Effective written, verbal, and listening communication skills with internal and external stakeholders.

Preparing clear and concise reports, correspondence, and other written materials.

Exercising sound independent judgment.

## **PHYSICAL DEMANDS AND WORKING CONDITIONS**

### **Physical demands:**

*Some positions in this classification may require the following:*

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

### **Working conditions:**

- Work is primarily performed in a typical office environment.
- Occasional travel to conferences, community meetings, and trainings.

*This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.*

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Finance and Administration Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: November 6, 2024

Re: Fiscal Year Ending (FYE) 2025 Mid-Year Budget and Staffing Adjustments

RECOMMENDED ACTION

Recommend to the Board of Directors that the Board:

1. Authorize the use of up to 9% of the Community Benefit Funds for administrative costs to support the creation of the new Community Investment Office to implement the penalty policy and direct funds to impacted communities;
2. Authorize the use of Schedule X designated reserves to support an enhanced Community Monitoring Program in refinery communities;
3. Authorize the addition of three new Full Time Equivalent (FTEs) and three new Limited-Term Contract Employees (LTCEs) for the Community Investments Office; three new FTEs for Meteorology and Measurement; and three new FTEs for Strategic Incentives, all funded by new revenue sources; and
4. Authorize reclassification of vacant positions and transfers to support organizational operations.

BACKGROUND

The Air District's *2024-2029 Strategic Plan*, developed through extensive collaboration with diverse stakeholders, highlights the need for increased headcount to achieve its goals. The plan emphasizes a renewed focus on environmental justice and community engagement, requiring dedicated staff to work with overburdened communities, conduct outreach, and ensure equitable implementation of regulations. By increasing headcount, the Air District can effectively address public concerns, leverage new technologies and funding sources, and ultimately ensure equitable access to clean air for all communities.

## DISCUSSION

To achieve the goals laid out in its *2024-2029 Strategic Plan*, the Air District will likely need to increase its headcount. The plan focuses on achieving impact, advancing environmental justice, fostering cohesion and inclusion, and maintaining an effective organization. These goals require significant investment in staffing, particularly in areas like community engagement, environmental justice initiatives, and permit processing and enforcement. Expanding staff will be crucial to effectively implementing the strategies outlined in the plan and ensure the Air District has the capacity to meet its objectives.

### **Community Investments Office**

The Community Investments Office will oversee the reinvestment of penalty assessment funds into the impacted communities, ensuring that these resources are used to support projects such as pollution mitigation efforts, community health programs, and the development of green spaces. The goal is to improve environmental quality and public health in areas that have been disproportionately impacted by air pollution. With over \$21 million designated penalty funds in Air District accounts, it is critical to prioritize authorization for Community Investments Office staffing during the fiscal year ending 2025 mid-year budget and staffing adjustment.

The Community Investments Office will be responsible for ongoing disbursements of funds to various communities throughout the Bay Area. To ensure that the investments are aligned with community needs, staff will actively engage with local leaders, community-based organizations, businesses, and residents. This collaborative approach will involve regular consultations, public meetings, and transparent decision-making processes, ensuring community members have a direct input on how funds are allocated. Moreover, staff will be responsible for administering community-facing grant programs and regularly reporting to the Board. The first annual report reviewing the results of this policy for the current fiscal year is due to the Community Advisory Council and the Board of Directors in May 2025. A year after establishment, the staffing needs of the office must be evaluated considering the strong focus on engagement and the large amount of funding currently available.

The Community Investments Office would be primarily responsible for delivering programs to provide funding for projects that impacted communities identify as addressing their air pollution and related health needs. The Community Investments Office will develop a structured framework for fund distribution and ongoing opportunities for community input. This initiative not only reflects the Air District's commitment to equity and environmental justice but also empowers communities to directly influence how resources are utilized to address the pollution challenges they face, in full alignment with the goals of Strategy 2.8.

### **Meteorology & Measurement Division**

The Air District's community air monitoring program includes a commitment to install regulatory-quality community air monitoring in refinery communities. Since FYE 2017, the Air District has been collecting fees (under Schedule X) to generate revenue to support this work. However, it has been difficult to site and construct these monitors due to staffing limitations. In addition, comprehensive community air monitoring in refinery communities also requires fenceline monitoring at the refineries. The community air monitoring program is evolving to encompass this fenceline monitoring work. We have found over time that the fenceline monitoring systems that the refineries are required to install and operate under Rule 12-15 require more oversight and attention to ensure that the data collected is reliable and provides the information needed by the community.

The Meteorology & Measurement Division is proposing additional staff to accelerate and enhance this community air monitoring program in refinery communities. These additional staff will accelerate the following work:

- Monitoring site development and construction of refinery community monitoring sites, including instrument testing
- Monitoring site operation, data review, quality assurance
- Evaluating new monitoring methods important to refinery communities
- Reviewing fenceline monitoring and quality assurance project plans, tracking submitted reports and data, enforcement, rule development, and external communications about fenceline air monitoring

Staff proposes to initially fund these positions with designated reserves that have been set aside to fund the Community Air Monitoring Program (referred to in the budget as “Schedule X” designated reserves). Additional permitting fees collected in future years, including fees assessed under Schedule X, will be used to fund these positions going forward.

### **Strategic Incentives Division**

The Air District Strategic Incentives Division has been administering grant programs for over 30 years. Over this period, the amount of grant funding managed by the Strategic Incentives (SI) Division has grown significantly, from approximately \$20 million in 1994 to an average of over \$80 million in new revenue annually by 2024. This increase in funding and changes in Air District priorities driven by the AB 617 program and recent adoption of the *2024-2029 Strategic Plan* have increased the workload for the staff in the SI division.

Historically, incentive programs managed by SI from state sources include funding to reimburse eligible administrative costs, with rates ranging from 6.25% for most programs to up to 10% for the Volkswagen NOx Mitigation Program. CARB has informed us that beginning with FYE 2025 the admin limit for the Carl Moyer Program is expected to go up to 12.5% from 6.25%, which is projected to increase the allowable administrative cost by an additional \$850,000 annually. Additionally, CARB has informed air districts that this increase in admin rate will also be applied to State Reserve and FARMER grant programs which is estimated to further increase available admin revenue by an additional \$300,000 annually.

## **FYE 2025 Full Time Equivalent Mid-Year Staff Request**

### **Community Investments Office:**

- (1) New FTE Director/Officer
- (1) New FTE Supervising Staff Specialist
- (1) New FTE Assistant Staff Special

**Justification:** The Air District will establish a new Community Investments Office as a key initiative to implement the penalty policy, which directs the majority of the funds generated through penalties back into the communities where those violations occurred. This initiative is closely aligned with Strategy 2.8 of the 2024-2029 Strategic Plan, which emphasizes the importance of community-directed funds in addressing local air quality challenges and promoting environmental justice.

### **Meteorology & Measurement Division:**

- (1) New FTE Principal Air Quality Specialist
- (1) New FTE Supervising Air Quality Specialist
- (1) New FTE Senior Air Quality Specialist

**Justification:** These positions will accelerate and enhance the Community Air Monitoring Program, including the installation and operation of refinery community monitors and improvement of refinery fenceline monitoring by providing technical expertise for rulemaking and oversight of refinery-operated monitoring.

### **Strategic Incentives Division:**

- (1) Supervising Staff Specialist
- (1) Assistant Staff Specialist I/II
- (1) Senior Staff Specialist

**Justification:** The Supervising Staff Specialist is requested to lead complex tasks and provide supervisory support for the Operations section. Staff in the Operations Section are responsible for reporting data across all programs, developing and maintaining the existing new data management systems, providing training to all grants staff on administrative operating procedures, and providing overall quality control and assurance for state administered grant programs. Staff in this section also serve as the lead for the division's work on the AB 617 program and Strategic Plan.

A new Assistant Staff Specialist is requested for the On-road section to provide additional support for the administration of new programs and improvements to existing programs to implement AB 617 community emission reduction plan strategies and Strategic Plan actions, including programs that would provide benefits to Bay Area residents.

Senior Staff Specialist is requested to lead the process to secure new revenue streams to support the development of new community-identified emission reduction grant programs for AB 617 and to lead initial steps for developing these programs while additional staff resources are secured for these programs.

## **Administrative Resources**

- Transfer and reclassify one vacant Senior Staff Specialist in Strategic Incentives Division into one Supervising Staff Specialist in Administrative Resources Division to provide supervisory level duties in the fleet and facilities program.

## **Assessment, Inventory, and Modeling**

- Reclassify one vacant Advanced Projects Advisor into one Senior Air Quality Engineer to better align the level of duties.

## **Civil Rights**

- Transfer and reclassify one Manager in Administrative Resources Division into Civil Rights Officer in Civil Rights Office to oversee the Civil Rights and Title VI programs and initiatives.

## **Compliance & Enforcement**

- Reclassify one vacant Senior Air Quality Engineer position into one Principal Air Quality Engineer to provide technical and engineering knowledge within Compliance & Enforcement to perform complex facility audits and apply enhanced investigative techniques towards refineries, chemical and power plants, and landfills.

## **Human Resources**

- Reclassify one vacant Senior Human Resources Analyst into one Human Resources Analyst I/II that would provide support for recruitments and strategic plan initiatives.

## **Meteorology & Measurement**

- Reclassify one Assistant Air Quality Specialist II into one Air Quality Specialist I that was part of the grandfathered EA reclassification agreement.

## **Planning & Climate**

- Reclassify one Assistant Manager into one Manager to align with the new organizational structure of the Division and better management of the programs.

## **Enterprise Technology Solutions**

- Transfer one Assistant Staff Specialist I/II from Information Services Operation to Enterprise Technology Solutions Division.
- Transfer one Manager from Information Services Operation to Enterprise Technology Solutions Division.

**Executive Office**

- Transfer one Senior Policy Advisor from Planning & Climate Protection to Executive Office

The cost impacts for the 9 FTEs and reclassifications requested in each of the divisions are summarized in Table 2.

Table 2

<b>Department</b>	<b>Annual Cost</b>
Administration Services	\$20,737
Assessment, Inventory & Modeling	\$(21,774)
Compliance & Enforcement	\$21,774
Community Investments	\$695,141
Human Resources	\$(18,809)
Meteorology & Measurement	\$648,401
Civil Rights Office	\$55,180
Planning & Climate	\$6,409
Strategic Incentives	\$576,321
<b>Annual Total</b>	<b>\$1,998,854</b>

**FYE 2025 Mid-Year Limited Term Contract Employee (LTCE) Staff Request  
Community Investment**

- (2) New LTCE Senior Staff Specialist
- (1) New LTCE Assistant Staff Specialist I/II

The cost impacts for the 3 LTCEs in each of the divisions are summarized in Table 3.

Table 3

Department	Annual Cost
Community Investment	\$555,584
<b>Annual Total</b>	<b>\$555,584</b>

Since the fiscal year ending 2024, the Air District’s staffing roster has been published in the Annual Budget. The changes to Appendix F of the FY 2024-2025 budget that would be required for this recommendation are included in Attachment 1. The reclassifications under this recommended action and their corresponding cost impacts are detailed in Attachment 2.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The new 9 FTEs, 3 LTCEs and reclassifications recommended by this action result in a net annual increase in personnel expenditure of approximately \$2,554,438. The detailed fiscal impact for each recommended action is as follows:

**1. Funding Impact for accelerating the Community Air Monitoring Program Recommendation:**

The proposed funding for accelerating community air monitoring in refinery communities would be supported initially through a transfer of “Schedule X” designated reserves to support three new positions for the program. Currently, these designated reserves have approximately \$6.1 million. Ongoing costs will be supported by fees collected under Schedule X, which currently generate around \$662,000 in annual revenues.

If approved, the funding for these three new positions for the next four years would be drawn from a portion of the annual Schedule X fee revenues and \$4.1 million from the \$6.1 million Schedule X Reserve Designation. This would provide the staff with the necessary time to review and recommend an appropriate fee structure to ensure continued financial support for the program. The estimated annual cost of the three new positions is \$648,401, as outlined in Attachment 2.

**2. Funding Impact for the Community Investments Office Recommendation:**

The proposed funding for the creation of this new office with the six proposed positions is being supported by a portion of penalty funds allocated for community benefits under the Air District’s Policy on Funding Community Benefits from Penalty Funds. It is anticipated that up to 9% being recommended of the existing penalty funds, currently exceeding \$2.5 million, will be allocated to cover administrative overhead to support the management and operations of the Community Investments Office. The Policy is expected to provide ongoing funding, with the 9% administrative allocation subject to periodic review and adjustment by the Board of Directors. Although there are currently over \$26 million in penalty funds, penalty assessment varies from year to year. As a result, three of the six new positions are recommended as limited-term (two-year) employees. Staffing needs will be reassessed annually based on the availability of penalty assessment funds.



If approved, the total cost for the six new positions (3 FTEs and 3 LTCEs) is approximately \$1.3 million annually, as outlined in Attachment 2.

**3. Funding Impact for the Strategic Incentives Program Recommendation:**

The proposed funding for the creation of three new positions for this program will be supported by the increase in the Carl Moyer grant's administrative cap, rising from 6.25% to 12.5%. This increase is expected to generate an additional \$850,000 annually in funds that can be used to support these positions.

If approved, the total cost for the three new positions is approximately \$576,321 annually, as outlined in the attachment. In addition, this new revenue will also provide additional funding for the General Fund to support one of the new staff being requested.

**4. Funding Impact for Organizational Operations Recommendation:**

The net cost to support transfers between divisions and position classification changes to the FY 2024-2025 Appendix F is mostly neutral at approximately \$78,991 annually as outlined in Attachment 2.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Hyacinth Hinojosa  
Reviewed by: Gregory Nudd and Arsenio Mataka

ATTACHMENTS:

1. Appendix F FYE 2025 Mid-Year Budget and Staffing
2. FYE 2025 Mid-Year Staffing Changes Highlights
3. Fiscal Year Ending 2025 Mid-Year Staffing and Budget Adjustments to Allocate Additional Positions to Support Presentation

## APPENDIX F - FTE FY25 Mid-Year

### FYE 2025 Mid-Year Proposed Full-Time Equivalent (FTE) Positions

**Table 1:** The positions listed in Table 1, below, constitute the entirety of authorized permanent full-time positions and division assignments at the designated classifications for Fiscal Year Ending (FYE) 2025 as shown in the first column. The FYE 25 column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the "difference" column. The total proposed staffing for FYE 2025 Mid Yr includes 9 additional FTEs bringing the total to 500 FTEs.

Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr PROPOSED	DIFF
<b>Administrative Resources</b>					
	Director/Officer	156	1	1	
	Facilities Maintenance Worker	108	1	1	
FY25 MidYr (Add/Del)	Manager	148	2	1	-1
	Senior Advanced Projects Advisor	148			
	Senior Executive Assistant	134	1	1	
	Senior Staff Specialist	138	1	1	
	Staff Specialist I/II	130/134	1	1	
	Staff Specialist I/II	130/134	7	7	
FY25 MidYr (Add/Del)	Supervising Staff Specialist	142	1	2	1
	Principal Staff Specialist	142			
<b>Administrative Resources Total</b>			15	15	
<b>Assessment, Inventory &amp; Modeling</b>					
FY25 MidYr (Add/Del)	Advanced Projects Advisor	144	2	1	-1
	Air Quality Engineer I/II	132/136	2	2	
	Air Quality Meteorologist I/II	131/135	1	1	
	Atmospheric Modeler	140	1	1	
	Director/Officer	156	1	1	
	Manager	148	2	2	
	Principal Air Quality Engineer	144	3	3	
	Research Analyst	130	1	1	
	Senior Advanced Projects Advisor	148	2	2	
FY25 MidYr (Add/Del)	Senior Air Quality Engineer	140	1	2	1
	Senior Atmospheric Modeler	144	1	1	
	Statistician	137	1	1	
<b>Assessment, Inventory &amp; Modeling Total</b>			18	18	
<b>Civil Rights Division:</b>					
FY25 MidYr (Add/Del)	Director/Officer	156		1	1
<b>Civil Rights Division Total</b>				1	+1
<b>Communications</b>					
	Assistant Staff Specialist I/II	122/126	2	2	
	Director/Officer	156	1	1	
	Manager	148	1	1	
	Manager	148	1	1	
	Public Information Officer I/II	130/134	5	5	
	Staff Specialist I/II	130/134	1	1	
	Senior Public Information Officer	138	1	1	
<b>Communications Total</b>			12	12	
<b>Community Engagement</b>					
	Administrative Assistant I/II	114/118	1	1	
	Assistant Manager	147	1	1	
	Assistant Staff Specialist I/II	122/126	1	1	
	Director/Officer	156	1	1	
	Manager	148	2	2	
	Public Information Officer I/II	130/134	1	1	
	Senior Air Quality Engineer	140	1	1	
	Senior Staff Specialist	138	5	5	
	Staff Specialist I/II	130/134	4	4	
<b>Community Engagement Total</b>			17	17	
<b>Community Investments</b>					
FY25 MidYr (New)	Director/Officer	156		1	1
FY25 MidYr (New)	Supervising Staff Specialist	142		1	1
FY25 MidYr (New)	Assistant Staff Specialist I/II	122/126		1	1
<b>Community Investments Total</b>				3	+3
<b>Compliance &amp; Enforcement</b>					
	Administrative Assistant I/II	114/118	2	2	

**APPENDIX F - FTE FY25 Mid-Year**

Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr PROPOSED	DIFF
	Air Quality Engineer I/II	132/136	1	1	
	Air Quality Specialist I/II	130/134	5	5	
	Air Quality Specialist I/II	130/134	44	44	
	Air Quality Technician I/II	122/126	6	6	
	Assistant Air Quality Specialist I/II	122/126	2	2	
	Director/Officer	156	1	1	
	Manager	148	5	5	
FY25 MidYr (Add/Del)	Principal Air Quality Engineer	144	2	3	1
	Radio/Telephone Operator	113	4	4	
	Senior Advanced Projects Advisor	148	1	1	
FY25 MidYr (Add/Del)	Senior Air Quality Engineer	140	3	2	-1
	Senior Air Quality Specialist	138	11	11	
	Senior Air Quality Technician	130	2	2	
	Supervising Air Quality Specialist	142	10	10	
<b>Compliance &amp; Enforcement Total</b>			<b>99</b>	<b>99</b>	
<b>Diversity, Equity &amp; Inclusion</b>					
	Director/Officer	156	1	1	
	Supervising Staff Specialist	142	1	1	
	Senior Staff Specialist	138	1	1	
	Staff Specialist I/II	130/134	1	1	
<b>Diversity, Equity &amp; Inclusion Total</b>			<b>4</b>	<b>4</b>	
<b>Engineering</b>					
	Administrative Assistant I/II	114/118	4	4	
	Air Quality Engineer I/II	132/136	21	21	
	Air Quality Permit Technician I/II	122/126	2	2	
	Air Quality Specialist I/II	130/134	4	4	
	Air Quality Technician I/II	122/126	5	5	
	Assistant Manager	147	1	1	
	Director/Officer	156	1	1	
	Manager	148	5	5	
	Principal Air Quality Engineer	144	5	5	
	Principal Air Quality Engineer	144	1	1	
	Senior Advanced Projects Advisor	148	1	1	
	Senior Air Quality Engineer	140	4	4	
	Senior Air Quality Engineer	140	9	9	
	Senior Air Quality Technician	130	1	1	
	Supervising Air Quality Engineer	144	12	12	
	Supervising Air Quality Specialist	142	1	1	
	Supervising Systems Analyst	139	1	1	
	Toxicologist	144	1	1	
<b>Engineering Total</b>			<b>79</b>	<b>79</b>	
<b>Enterprise Technology Solutions</b>					
Transfer in	Assistant Staff Specialist I/II	122/126		1	1
	Assistant Manager	147	3	3	
Transfer in	Manager	148	1	2	1
	Director/Officer	156	1	1	
	Systems Analyst	135	1	1	
	Supervising Systems Analyst	139	1	1	
	Systems Analyst	135	1	1	
	Web Master	135	1	1	
<b>Enterprise Technology Solutions Total</b>			<b>9</b>	<b>11</b>	<b>+2</b>
<b>Executive</b>					
	Administrative Assistant I/II	114/118	1	1	
	Clerk of the Boards	132	1	1	
	Deputy Air Pollution Control Officer	160	2	2	
	Deputy Executive Officer	169	5	5	
	Director/Officer	156	1	1	
	Executive Assistant I/II	128/132	3	3	
	Executive Officer/Air Pollution Control Officer	Contract	1	1	
	Manager	148	2	2	
	Principal Environmental Planner	142	1	1	
	Senior Advanced Projects Advisor	148	3	3	
	Senior Executive Assistant	134	3	3	
Transfer in	Senior Policy Advisor	148		1	1
<b>Executive Total</b>			<b>23</b>	<b>24</b>	<b>1</b>

**APPENDIX F - FTE FY25 Mid-Year**

Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr PROPOSED	DIFF
<b>External Affairs</b>					
	Director/Officer	156	1	1	
	Assistant Staff Specialist I/II	122/126	1	1	
	Manager	148	1	1	
<b>External Affairs Total</b>			<b>3</b>	<b>3</b>	
<b>Finance Office</b>					
	Accountant I/II	130/134	5	5	
	Accounting Assistant I/II	122/126	4	4	
	Director/Officer	156	1	1	
	Fiscal Services Supervisor	142	1	1	
	Manager	148	3	3	
	Senior Payroll Analyst	138	1	1	
	Senior Staff Specialist	138	1	1	
	Staff Specialist I/II	130/134	1	1	
	Principal Human Resources Analyst	142	1	1	
<b>Finance Office Total</b>			<b>18</b>	<b>18</b>	
<b>Human Resources Office</b>					
	Director/Officer	156	1	1	
	Human Resources Technician II	122/126	1	1	
FY25 MidYr (Add/Del)	Human Resources Analyst I/II	130/134	1	2	1
	Manager	148	2	2	
	Principal Human Resources Analyst	142	1	1	
FY25 MidYr (Add/Del)	Senior Human Resources Analyst	138	4	3	-1
<b>Human Resources Office Total</b>			<b>10</b>	<b>10</b>	
<b>Information Service Operations</b>					
	Air Quality Specialist I/II	130/134	1	1	
	Assistant Air Quality Specialist I/II	122/126	1	1	
Transfer out	Assistant Staff Specialist I/II	122/126	1		-1
	Assistant Manager	147	1	1	
	Director/Officer	156	1	1	
Transfer out	Manager	148	3	2	-1
	Programmer Analyst I/II	127/131	1	1	
	Supervising Systems Analyst	139	2	2	
	Supervising Staff Specialist	142	1	1	
	Principal Cybersecurity Analyst	142	1	1	
	Systems Analyst	135	3	3	
<b>Information Service Operations Total</b>			<b>16</b>	<b>14</b>	<b>-2</b>
<b>General Counsel</b>					
	Assistant Counsel I/II		1	1	
	Assistant Counsel I/II	149/153	8	8	
	Counsel	Contract	1	1	
	Legal Office Services Specialist	124	1	1	
	Senior Assistant Counsel	157	2	2	
	Staff Specialist I/II	130/134	4	4	
<b>General Counsel Total</b>			<b>17</b>	<b>17</b>	
<b>Legislative</b>					
	Director/Officer	156	1	1	
	Staff Specialist I	130/134	1	1	
<b>Legislative Total</b>			<b>2</b>	<b>2</b>	
<b>Meteorology &amp; Measurement</b>					
	Advanced Projects Advisor	144	1	1	
	Air Quality Engineer I/II	132/136	3	3	
	Air Quality Laboratory Technician I/II	122/126	1	1	
	Air Quality Meteorologist I/II	131/135	2	2	
	Air Quality Chemist I/II	130/134	1	1	
Recalssification	Air Quality Specialist I/II	130/134	14	15	1
Recalssification	Assistant Air Quality Specialist I/II	122/126	5	4	-1
	Assistant Manager	147	1	1	
	Assistant Staff Specialist I/II	122/126	3	3	
	Director/Officer	156	1	1	
	Manager	148	6	6	
	Principal Air & Meteorological Monitoring Specialist	143	1	1	
	Principal Air Quality Chemist	142	3	3	
	Principal Air Quality Engineer	144	1	1	

**APPENDIX F - FTE FY25 Mid-Year**

Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr PROPOSED	DIFF
FY25 MidYr (New)	Principal Air Quality Meteorologist	143	1	1	
	Principal Air Quality Specialist	142	6	6	
	Senior Air Quality Chemist	138	1	1	
	Senior Air Quality Engineer	140	2	2	
	Senior Air Quality Specialist	138	1	2	1
	Senior Air Quality Specialist	138	10	10	
	Staff Specialist I/II	130/134	1	1	
	Supervising Air Quality Engineer	144	1	1	
	Supervising Air Quality Specialist	142	4	5	1
	Principal Air Quality Specialist	142	1	1	1
FY25 MidYr (New)	Systems Analyst	135	2	2	
<b>Meteorology &amp; Measurement Total</b>			<b>72</b>	<b>75</b>	<b>+3</b>
<b>Planning &amp; Climate Protection</b>					
FY25 MidYr (Add/Del)	Advanced Projects Advisor	144	1	1	
	Assistant Manager	147	2	1	-1
	Assistant Staff Specialist II	126	1	1	
	Director/Officer	156	1	1	
	Environmental Planner I/II	130/134	3	3	
FY25 MidYr (Add/Del)	Manager	148	2	3	1
	Principal Environmental Planner	142	3	3	
	Senior Advanced Projects Advisor	148	1	1	
	Senior Air Quality Engineer	140	1	1	
	Senior Air Quality Specialist	138	1	1	
	Senior Environmental Planner	138	4	4	
	Senior Policy Advisor	148	1		-1
	Transfer out				
<b>Planning &amp; Climate Protection Total</b>			<b>21</b>	<b>20</b>	<b>-1</b>
<b>Rules</b>					
	Assistant Manager	147	1	1	
	Director/Officer	156	1	1	
	Manager	148	1	1	
	Manager	148	1	1	
	Senior Air Quality Engineer	140	4	4	
	Principal Air Quality Specialist	142	1	1	
	Senior Air Quality Specialist	138	3	3	
<b>Rules Total</b>			<b>12</b>	<b>12</b>	
<b>Strategic Incentives</b>					
FY25 MidYr (New)	Administrative Assistant I/II	114/118	1	1	
	Assistant Staff Specialist I/II	122/126	6	7	1
	Director/Officer	156	1	1	
FY25 MidYr (add/Del)/Trfr	Manager	148	4	4	
	Senior Staff Specialist	138	1		-1
FY25 MidYr (New)	Senior Staff Specialist	138	5	6	1
	Staff Specialist I/II	130/134	10	10	
FY25 MidYr (New)	Principal Staff Specialist	142	1	1	
	Supervising Staff Specialist	142	4	5	1
<b>Strategic Incentives Total</b>			<b>33</b>	<b>35</b>	<b>+2</b>
<b>Technology Implementation</b>					
	Assistant Staff Specialist I/II	122/126	2	2	
	Director/Officer	156	1	1	
	Manager	148	1	1	
	Senior Staff Specialist	138	2	2	
	Staff Specialist I/II	130/134	4	4	
	Supervising Staff Specialist	142	1	1	
<b>Technology Implementation Total</b>			<b>11</b>	<b>11</b>	
<b>Grand Total</b>			<b>491</b>	<b>500</b>	<b>+9</b>

## APPENDIX F - LTCE FY25 Mi-Year

### FYE 2025 Mid-year Proposed Limited Term Contract Employee (LTCE) Positions

**Table 2:** The positions listed in Table 2, below, constitute the entirety of limited term contract employee positions and division assignments at the designated classifications presented during fiscal year 2025 as shown in the FYE 25 APPROVED column. The FYE 25 Mid-Yr column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the “difference” column. The total proposed LTCE positions for the mid-year includes 3 additional positions as shown in FYE 25 Mid-Yr Proposed column.

Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr PROPOSED	Difference
<b>Community Engagement</b>					
	Staff Specialist I/II	130/134	2	2	
<b>Community Engagement Total</b>			<b>2</b>	<b>2</b>	
<b>Community Investments</b>					
FY25 MidYr (New)	Senior Staff Specialist	138		1	1
FY25 MidYr (New)	Senior Staff Specialist	138		1	1
FY25 MidYr (New)	Assistant Staff Specialist I/II	122/126		1	1
<b>Community Investments Total</b>				<b>3</b>	<b>+3</b>
<b>Information Service Operations</b>					
	Systems Analyst	135	1	1	
<b>Information Service Operations Total</b>			<b>1</b>	<b>1</b>	
<b>Meteorology &amp; Measurement</b>					
	Air Quality Specialist I/II	130/134	1	1	
	Senior Air Quality Specialist	138	1	1	
<b>Meteorology &amp; Measurement Total</b>			<b>2</b>	<b>2</b>	
<b>Planning &amp; Climate Protection</b>					
	Environmental Planner	134	1	1	
	Senior Environmental Planner	138	2	2	
<b>Planning &amp; Climate Protection Total</b>			<b>3</b>	<b>3</b>	
<b>Rules</b>					
	Air Quality Specialist	130/134	2	2	
<b>Rules Total</b>			<b>2</b>	<b>2</b>	
<b>Technology Implementation</b>					
	Assistant Staff Specialist I/II	122/126	1	1	
	Staff Specialist I/II	130/134	2	2	
<b>Technology Implementation Total</b>			<b>3</b>	<b>3</b>	
<b>Strategic Incentives</b>					
	Principal Staff Specialist	142	1	1	
<b>Strategic Incentives Total</b>			<b>1</b>	<b>1</b>	
<b>Grand Total</b>			<b>14</b>	<b>17</b>	<b>+3</b>

**FYE 2025 MID-YEAR STAFFING CHANGES HIGHLIGHTS**

**NEW + ADD FTE POSITION**

**Community Investments:**

<b>New Position Title</b>	<b>Cost impact</b>
Director/Officer	\$321,129
Supervising Staff Specialist	\$223,046
Assistant Staff Specialist I/II	\$150,966

**Meteorology & Measurement:**

<b>New Position Title</b>	<b>Cost impact</b>
Principal Air Quality Specialist	\$223,046
Supervising Air Quality Specialist	\$223,046
Senior Air Quality Specialist	\$202,309

**Strategic Incentives:**

<b>New Position Title</b>	<b>Cost impact</b>
Supervising Staff Specialist	\$223,046
Assistant Staff Specialist I/II	\$150,966
Senior Staff Specialist	\$202,309

**NEW + ADD LIMITED TERM CONTRACT EMPLOYEE (LTCE) POSITION**

**Community Investments:**

<b>New Position Title</b>	<b>Cost impact</b>
Senior Staff Specialist	\$202,309
Senior Staff Specialist	\$202,309
Assistant Staff Specialist I/II	\$150,966

**ADD/DELETE VACANT POSITION**

**Administrative Resources:**

<b>Old Position Title</b>	<b>New Position Title</b>	<b>Cost impact</b>
Senior Staff Specialist (SID)	Supervising Staff Specialist	\$20,737

**Assessment, Inventory & Modeling:**

<b>Old Position Title</b>	<b>New Position Title</b>	<b>Cost impact</b>
Advanced Projects Advisor	Senior Air Quality Engineer	\$(21,774)

**Civil Rights Office:**

Old Position Title	New Position Title	Cost impact
Manager (ADM)	Civil Rights Officer	\$55,180

**Compliance & Enforcement:**

Old Position Title	New Position Title	Cost impact
Senior Air Quality Engineer	Principal Air Quality Engineer	\$21,774

**Human Resources:**

Old Position Title	New Position Title	Cost impact
Senior Human Resources Analyst	Human Resources Analyst I/II	\$(18,809)

**Meteorology & Measurement**

Old Position Title	New Position Title	Cost impact
Assistant Air Quality Specialist II	Air Quality Specialist I	\$15,475

**Planning & Climate Protection:**

Old Position Title	New Position Title	Cost impact
Assistant Manager	Manager	\$6,409

**TRANSFER POSITIONS****Information Services Operations transfer to Enterprise Technology Solutions:**

Old Department	New Department	Cost impact
ISO - Manager	ETS - Manager	No impact same salary grade
ISO - Assistant Staff Specialist I/II	ETS - Assistant Staff Specialist I/II	No impact same salary grade

**Planning & Climate Protection transfer to Executive Office**

Old Department	New Department	Cost impact
PLN – Senior Policy Advisor	EXEC - Senior Policy Advisor	No impact same salary grade





BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

AGENDA: 8

# Authorization of Fiscal Year Ending (FYE) 2025 Mid-Year Budget and Staffing Adjustments

Finance and Administration Committee  
November 6, 2024

**Arsenio Mataka**  
Deputy Executive Officer  
Equity and Community Programs  
[amataka@baaqmd.gov](mailto:amataka@baaqmd.gov)

**Greg Nudd**  
Deputy Executive Officer  
Science and Policy  
[gnudd@baaqmd.gov](mailto:gnudd@baaqmd.gov)

**Hyacinth Hinojosa**  
Deputy Executive Officer  
Finance and Administration  
[hhinojosa@baaqmd.gov](mailto:hhinojosa@baaqmd.gov)

# Requested Motion

This is an action item for the Finance and Administration Committee to consider recommending that the Board of Directors approve the following FYE 2025 mid-year budget and staffing adjustments:

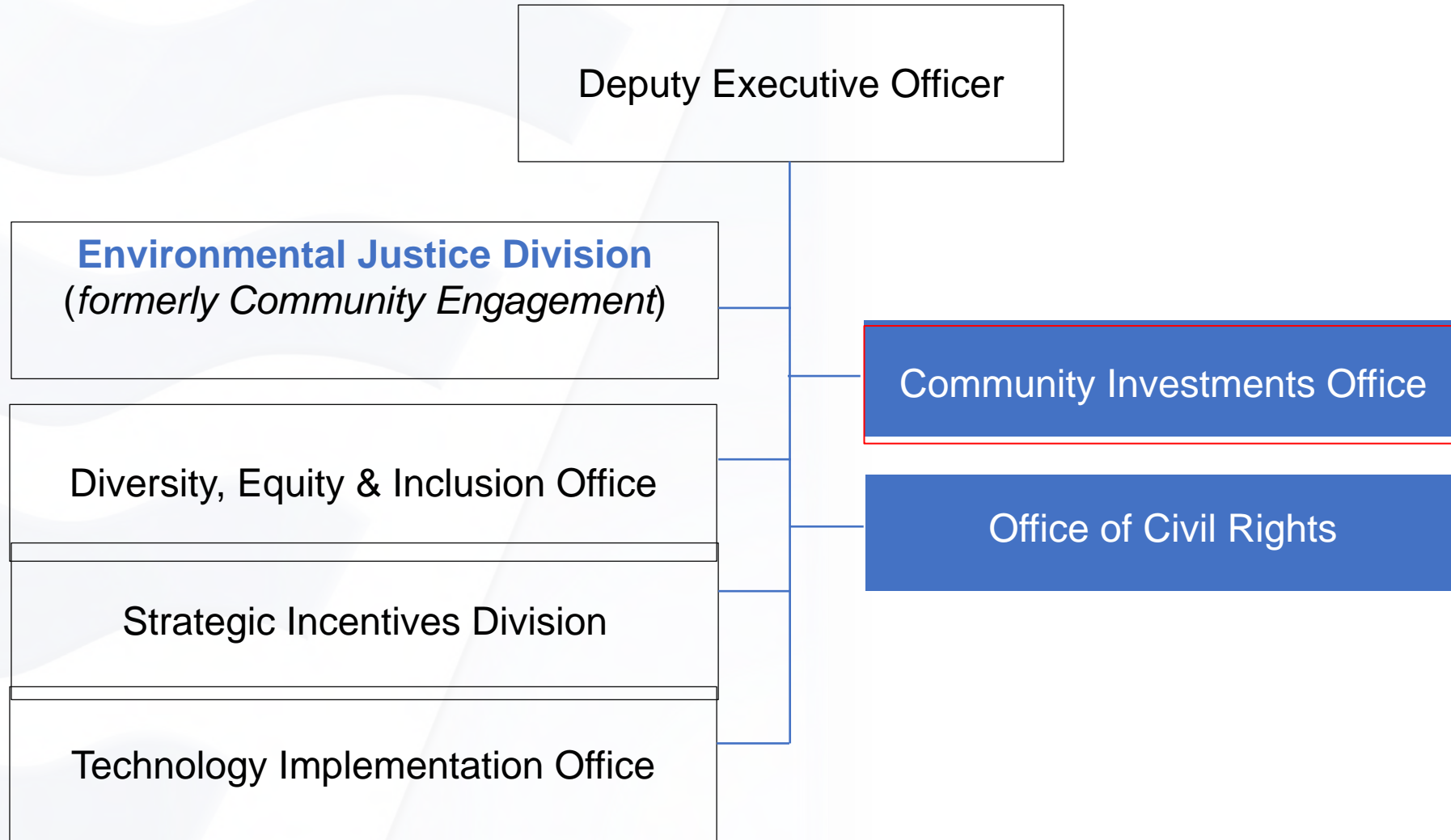
- Authorize the use of up to 9% of the Community Benefit penalty assessment funds for administrative costs to support the creation of the new Community Investment Office to implement the penalty policy and direct funds to impacted communities
- Authorize the use of Schedule X designated reserves to accelerate and improve the Community Air Monitoring Program in refinery communities
- Authorize the addition of three new FTEs and three new Limited-Term Contract Employees (LTCEs) for the Community Investments Office; three new FTEs for Meteorology & Measurement; and three new FTE for Strategic Incentives, all funded by new revenue sources
- Authorize reclassify vacant positions and transfers to support organizational operations

# Background

Mid-year staffing adjustments are necessary to ensure the Air District can implement the strategies in the Strategic Plan and effectively manage key programs:

- **Community Investments Office:** Three new FTEs and Three Limited-Term Contract Employees (LTCEs) are requested to administer community reinvestment initiatives from penalty funds. These funds are sourced from penalties imposed on air quality violators and directed towards projects in impacted communities
- **Meteorology & Measurement Division:** Three new FTEs are requested to accelerate installation of regulatory-grade monitors in refinery communities and to improve the quality and usability of data from refinery-owned fenceline monitors. Funding will come from designated reserves that have been set aside for such monitoring programs, and then on an ongoing basis by permit fees (including fees collected under Schedule X)
- **Strategic Incentives Division:** Three new FTEs are requested to manage the increasing workload related to grant programs, which have grown to exceed \$80 million annually. These positions will be funded by the allowable increase in administrative costs (from 6.25% to 12.5%) made available by a change to CARB's program guidelines, starting in FYE 2025

# Equity and Community Programs: Organizational Restructure



# Community Investments Office – Staffing Request

## Why the Positions Are Needed:

The **Community Investments Office** is needed to manage over \$21 million in penalty funds, which per Board policy, must be invested in projects in impacted communities. These positions are critical to:

- Engage with local leaders, businesses, and community-based organizations to prioritize fund allocation
- Design programs that ensure that penalty funds are distributed effectively and align with community needs
- Manage the resulting programs and associated grants/contracts across multiple Bay Area communities

## Funding Source

- The requested positions will be funded by allocating up to 9% of the Community Benefit penalty assessment funds to cover administrative costs under the new Community Benefits Penalty Funds Policy



# Community Investment Office – Fund Amounts

- Current admin funds sufficient to fund 3 FTEs and 3 LTCEs (2-years) through at least 2028
- Does not include interest earned or expected additional penalty revenue
- Implements Strategies
  - 1.4 Reimagine Funding
  - 2.8 Community-Directed Funds

Penalty Policy	As of Oct. 31, 2024
Regional Community Benefit Fund	4,345,865
Local Benefit Funds	20,617,832
Other funds: Richmond Community Air Quality Fund*	20,000,000
Funds from recent settlement**	79,150,000
<b>Total</b>	<b>\$124,113,697</b>
<b>9% Admin Funds (Estimated)</b>	<b>\$11,170,232</b>

**Assumptions:**

\*Timing of funds is subject to initiation of projects expected to occur between 2025-2027

\*\* Recent settlement announcement on October 31, 2024 (estimated allocation)

# Strategic Incentives Division – Staffing Request

## Why the Positions Are Needed:

The **Strategic Incentives Division** is experiencing significant growth in workload due to increased funding for grant programs, which now generate over \$80 million annually. The additional staff will:

- Manage the growing number of grants aimed at improving air quality through incentives for cleaner technologies
- Ensure compliance with increasing grant requirements and maximize the impact of the programs

## Funding Source:

The new positions will be funded by an increase in allowable administrative costs due to a change to the California Air Resources Board's program guidelines, starting in FYE 2025. Maximum allowable administrative costs will increase **from 6.25% to 12.5%**, allowing for increased staffing to support the expanding portfolio

# Strategic Incentives Division

Works to achieve early emissions reductions and accelerate adoption of cleanest-available technology through the administration of voluntary incentive programs that replace older highly polluting vehicles and equipment with cleaner and zero-emissions technology.

Aligning programs to reduce emissions and exposure in communities most affected by air pollution

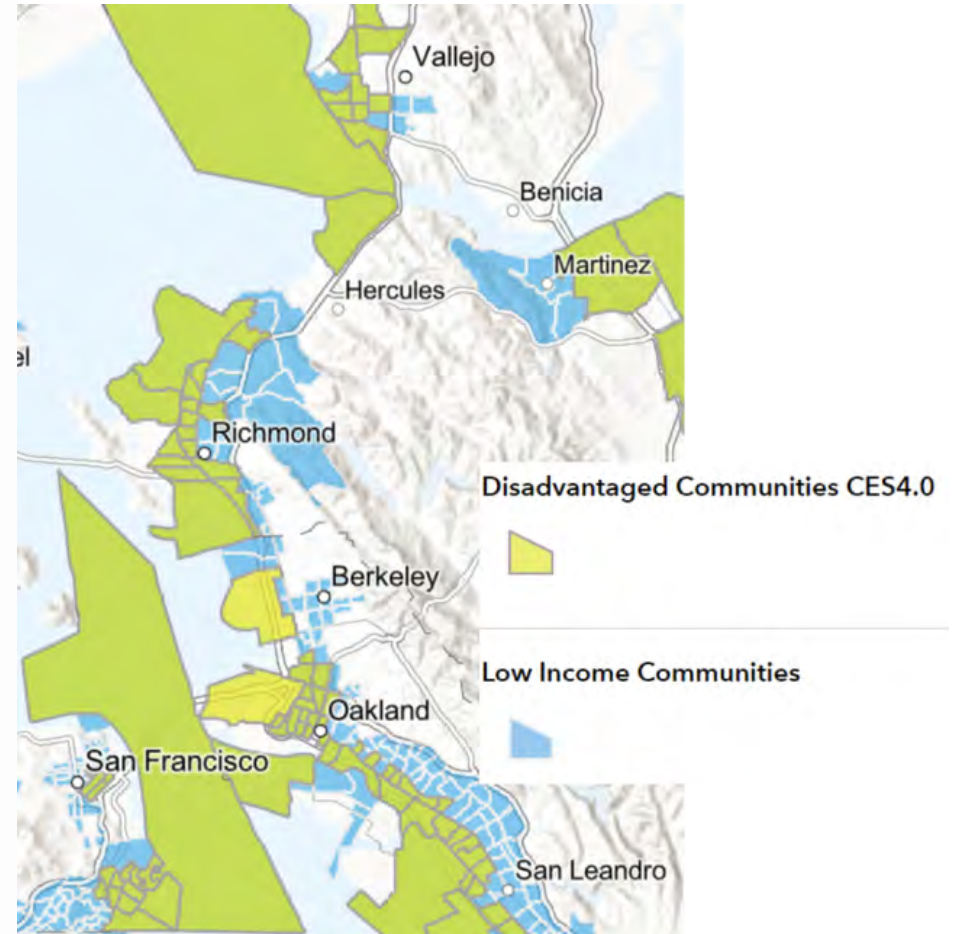




# Strategic Incentives Division (cont.)

Additional staff needed to:

- Oversee administration, reporting, and quality control for state grant programs
- Create and implement grant programs that align with community needs and Strategic Plan goals
- Develop and maintain a new data management system to ensure greater transparency in grant programs and results



# Meteorology & Measurement Division – Staffing Request

## Why the Positions Are Needed:

The **Meteorology & Measurement Division** is responsible for measuring ambient air quality, source testing of industrial sources to directly measure pollution, forecasting air quality and calling Spare the Air Days, and assessing and evaluating air quality data

Additional staffing is needed to meet commitments and community expectations for expanding the community air monitoring program in refinery communities, including improvement and oversight of fenceline monitoring systems operated by the refineries under Rule 12-15

## Funding Source:

These positions will be funded from designated reserves that have been set aside for the community air monitoring program, and then on an ongoing basis by permit fees (including fees collected under Schedule X) which are specifically allocated for such monitoring

# Refinery Community Monitoring

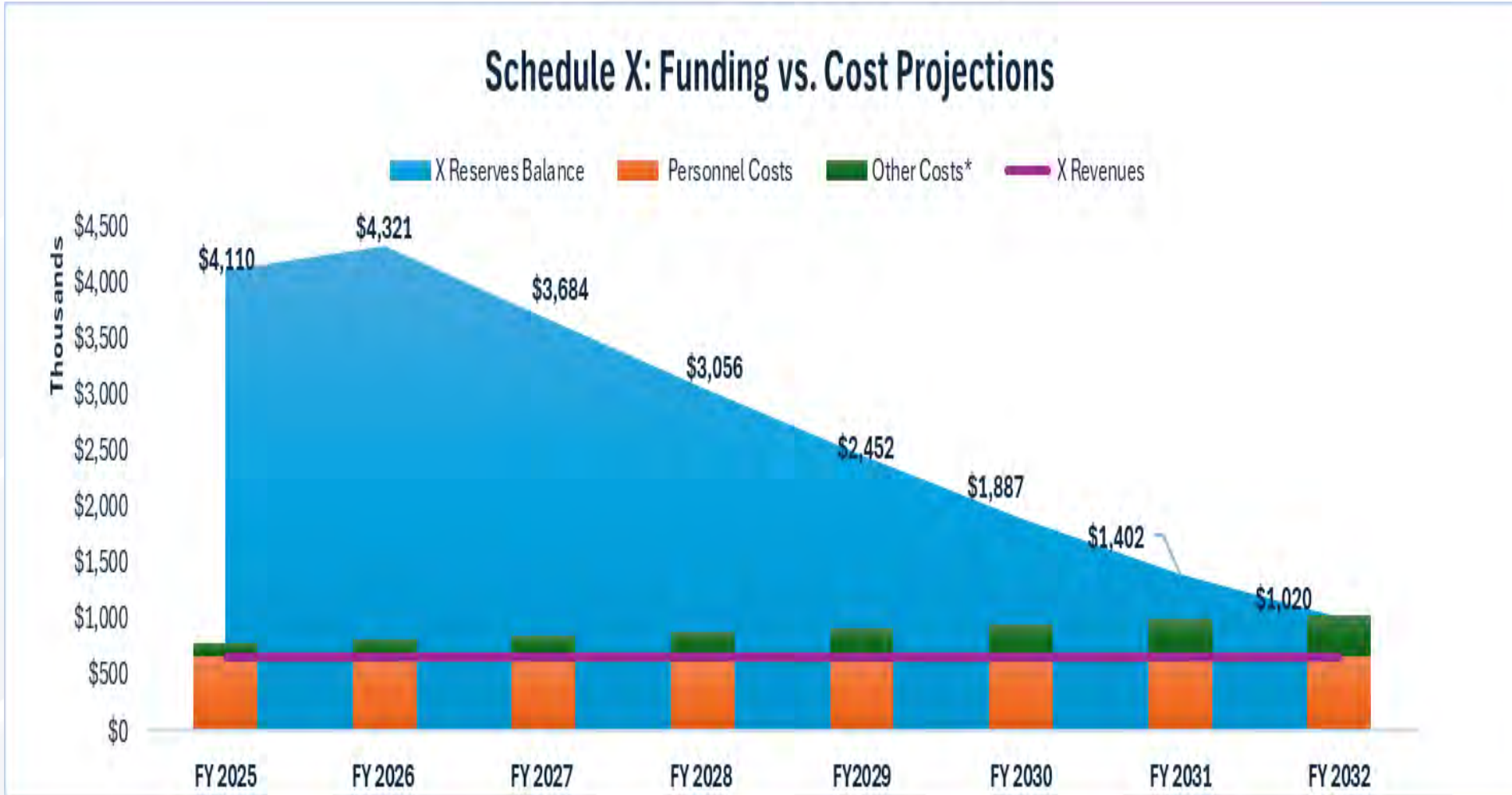
Proposed staff will accelerate the community air monitoring program, including refinery community monitoring and refinery fenceline monitoring including the following:

- Site development and construction of refinery community monitoring sites, including instrument testing
- Station operation, data review, quality assurance
- Evaluate new monitoring methods
- Review of fenceline plans and quality assurance project plans, track submitted reports and data, enforcement, rule development, external communications about fenceline air monitoring

Mid-year FYE25 budget request and staffing adjustment for three new permanent full time equivalent positions in the Meteorology and Measurement Division

# Community Air Monitoring Program

## Cost Impact using Schedule X to Accelerate and Enhance Monitoring Program



- Schedule X Reserve balance assumes the use of \$4.1 M from Schedule X Reserves (\$2M remains in reserves for Capital Expenses)
- Personnel Cost Assumes funding new 3 FTES in the Meteorology & Measurements Division



# New Funding & Staffing Cost Considerations

Division	New FTE	Annual Cost	Funding Source
Community Investments	3	\$695,141	Admin Portion – Community Benefit Funds
Meteorology & Measurement	3	\$648,401	Designated Reserves - Schedule X Fees
Strategic Incentives	3	\$576,321	New CARB Guidelines – Admin Cost

**Total \$1,919,863**

Division	New LTCE	Annual Cost	Funding Source
Community Investments	3	\$555,584	Admin Portion – Community Benefit Funds

**Total \$555,584**

# Add & Delete Positions

Division	Old Position Title	New Position Title	Annual Cost
Administrative Resources	Senior Staff Specialist	Supervising Staff Specialist	\$20,737
Assessment Inventory & Modeling	Advanced Projects Advisor	Senior Air Quality Engineer	(\$21,774)
Compliance & Enforcement	Senior Air Quality Engineer	Principal Air Quality Engineer	\$21,774
Meteorology & Measurement	Assistant Air Quality Specialist	Air Quality Specialist	\$15,474
Human Resources	Senior Human Resources Analyst	Human Resources Analyst	(\$18,809)
Civil Rights Office	Manager	Officer	\$55,180
Planning & Climate Protection	Assistant Manager	Manager	\$6,409
Position	Division Transfer from	Division Transfer to	Annual Cost
Manager	Information Services Operations	Enterprise Technology Solutions	\$0
Assistant Staff Specialist	Information Services Operations	Enterprise Technology Solutions	\$0
Senior Policy Advisor	Planning & Climate Protection	Executive	\$0

**Total \$78,991**



# Recommendation for Motion

Authorize FYE 2025 mid-year budget and staffing adjustments as follows:

- Authorize the use of up to 9% of the Community Benefit penalty assessment funds for administrative costs to support the creation of the new Community Investment Office to implement the penalty policy and direct funds to impacted communities
- Authorize the use of Schedule X designated reserves to accelerate and improve the Community Air Monitoring Program in refinery communities
- Authorize the addition of three new FTEs and three new Limited-Term Contract Employees (LTCEs) for the Community Investments Office; three new FTEs for Meteorology & Measurement; and three new FTE for Strategic Incentives, all funded by new revenue sources
- Authorize reclassify vacant positions and transfers to support organizational operations